MASTERCARD HONG KONG HSBC Business Debit Mastercard

EFFECTIVE DATE OF COVER From 6 December 2021

SUMMARY OF COVER

| Insurance Coverage | Maximum Benefit Amount (USD) |
|--------------------------------|------------------------------|
| E-Commerce Purchase Protection | Per Occurrence: 500 |
| | Annual Aggregate: 500 |

Each insurance benefit limit described in this Summary of Cover is in United States Dollars (USD). Payment of claims will be made in local currency where required by law using the official Foreign Exchange Rates published on the date the payment is made.

TERMS AND CONDITIONS

E-COMMERCE PURCHASE PROTECTION

SECTION I GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter.

Annual Aggregate Limit means the maximum amount of benefit per Cardholder under the E-Commerce Purchase Protection Insurance.

Cardholders / Insured Persons / You / Your means all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account, in Hong Kong and where such Eligible Card is issued by a participating Issuer.

Collectable Item(s) means an object suitable for a collection, originally a work of fine art or an antique, including also any of a wide variety of items collected as a hobby, for display, or as an investment whose value may appreciate that may include but not limited to antiques, toys, coins, comic books and stamps.

Courier means transportation company.

Covered Purchases means items, other than those listed in Section III Exclusions, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card.

Credit Account means any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.

Damage means items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.

Eligible Card means a participating Issuer's HSBC Business Debit Mastercard cards.

Eligible Cardholders means those Cardholders with Eligible Cards who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover.

Goods means items, other than those listed in Coverage Exclusions below, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

Issuer means **The Hongkong and Shanghai Banking Corporation Limited**, a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard card program in the Territory and is participating in the insurance offering to Cardholders.

Per Occurrence Limit means the maximum amount of benefit available under the E-Commerce Purchase Protection for any single Covered Purchase.

Policy means a contract of insurance and any attached endorsements or riders issued to Mastercard.

Seller means online entity legally selling goods via the internet.

Theft means the unlawful, intentional and dishonest taking of a Covered Purchase belonging to the Cardholder without their consent.

War means any declared or undeclared war or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Natural Catastrophe means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and/or tsunami.

Territory means Hong Kong.

We / Us / Our / Insurer means AIG Asia Pacific Insurance Pte. Ltd.

SECTION II COVERAGE

Subject to the coverage, limits and conditions specified in the Summary of Cover, We will cover You under E-Commerce Purchase Protection, and reimburse You for the following:

- a. Non-delivery/and or incomplete delivery of Goods and shipping charges that are purchased on the internet. Goods are insured against non-delivery if the Goods have not been delivered within 30 days of the scheduled delivery, unless so otherwise stated by Seller and the Seller has failed to refund You to Your Eligible Card, in excess of other applicable insurance.
- b. Improper functioning due to damage of delivered Goods: The delivered Goods are insured against improper functioning as a result of physical damage if the Seller or Courier has failed to refund to Your Eligible Card, in excess of other applicable insurance.

In the event of a valid claim, We will pay You the purchase price for each item(s) of Your purchase, up to the amount as specified in the Summary of Cover.

SECTION III EXCLUSIONS

The Policy does not provide coverage for any of the following.

We will not pay for any claim, expenses or loss under this section in connection with:

- lawful confiscation by the Police, Government Agencies, Courts or other empowered authorities;
- any fraudulent or willful act by You; or
- any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories;

We shall not be liable to pay any claim under this Section for the non-delivery of or in connection with:

- animals or plant life;
- cash, bullion, negotiable instruments, shares, traveler's checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
- consumable or perishable items (including but not limited to, food, flowers, drink, medicines, nutrition supplements);
- motor vehicles, motorcycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
- goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
- access to internet websites, software or data files downloaded from the internet including music files, photos, reading material, books and movies;
- services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
- Goods purchased from a natural person either through a private transaction or an online auction website;
- counterfeit or fake goods;
- loss or damage due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water, pollution or contamination of any kind, manufacturing defects or inherent vice, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;
- losses due to mechanical failure, electrical failure;
- software or data failure;
- loss of data;
- Goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
- permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
- Goods used for, or intended to be used for, retail and/or property rental, or other business purposes;
- items that You have rented or leased;
- items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
- art, antiques, firearms and Collectable Items;
- furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- the costs or charges which do not relate to any purchase, which You paid for using Your Eligible Card;
- misplacement;
- disappearance; or
- Goods deemed to be illegal by local government authorities.

SECTION IV CONDITIONS

To be eligible for this coverage, the following needs to be present or to have occurred:

- 1. The delivery address for the Goods must be to Your postal address in Hong Kong.
- 2. A shipment tracking number must be assigned and provided by the Seller of the Goods or a designated transportation company
- 3. You must take all necessary reasonable action against the Seller to send replacement Goods or refund the purchase amount to You.
- 4. You must have informed the Seller in writing and by registered mail of the non-delivery of Goods and demanded replacement Goods or a full refund and the Goods have not been delivered.
- 5. In the event that a claim for non-delivery is paid to You, and the original Goods eventually arrive, You should pay back any indemnity received to Us.
- 6. In the event that a claim is submitted for improper functioning due to damage of delivered Goods, You shall notify the seller of the Goods and Us within 48 hours.
- 7. You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

SECTION V GENERAL PROVISIONS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within (30) days from the date of the loss incident may result in a denial of the claim. To file a claim, log on to https://hk.mycardbenefits.com or send a claim notification to:

AIG Asia Pacific Insurance Pte. Ltd.

78 Shenton Way #09-16 AIG Building Singapore 079120 Tel: +65 6419 1667

Business Hours: 08.30 - 17.30 Mon - Fri (except public holidays)

Language supported: English/Cantonese Email: APAC.Mastercard@aig.com

2. Proof of Loss:

The Cardholder must provide to the Insurer the following:

- a. a signed claim form, if provided by AIG;
- b. Cardholder's statement of account or copy of purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card;
- c. **Non-delivery**: In the event that a claim for non-delivery is paid to You and the original Goods eventually arrives, You should pay back any indemnity received to Us.
- **3. Payment of Claims:** All payments to be made by the Insurer shall be paid to Eligible Cardholders in Hong Kong and such payments shall be subject to the laws and regulations then in effect in Hong Kong.
- **4. Fraudulent Claims:** The Insurer will not be liable if a claim is determined by the Insurer to be fraudulent and all payments made in respect of such fraudulent claims shall be forfeited at the discretion of the Insurer.
- **5. Governing Law and Jurisdiction:** This Policy is governed by and interpreted in accordance to the laws of Singapore. Any dispute will be subject to the exclusive jurisdiction of the courts of Singapore.
- **6. Sanctions:** The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.
- **7. Third Party Rights:** Only the Policyholder, Eligible Cardholders and the Insurer may enforce rights given to them under this Policy and save for giving effect to this purpose, The Contracts (Rights of Third Parties) Ordinance is hereby excluded.
- **8. Personal Data:** The Personal Data of an Eligible Cardholder is not collected by the Insurer until (and unless) the Eligible Cardholder makes a claim under this Policy. If a claim is made the Eligible Cardholder will be required to provide certain Personal Data to the Insurer, to enable the Insurer to assess and process the claim (and carry on all related processes thereto). For these purposes, the Insurer may need to transfer Personal Data to other parties involved in the claims handling process (or related processes, such as data storage). For further details, please see the www.aig.com.sg/privacy-policy.