



@ Guard Insurance Policy

WHEREAS the **Insured Person**, by an Application and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to AIG Insurance Hong Kong Limited (hereinafter referred to as the "**Company**") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the **Company** hereby agrees to provide insurance to the extent of and subject to the terms and conditions and exclusions contained in or endorsed on this **Policy** during any **Policy Period** and provided that the liability of the **Company** shall not exceed the sum insured or other limits expressed herein or in the **Policy Schedule**.

This Policy, the Application Form, Declaration and the Policy Schedule (collectively called the "**Policy**") shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

**SECTION A – GENERAL DEFINITIONS**

**ATM** means automatic teller machine.

**Bank account** means an account for personal use, with a qualified financial institution, against which the account holder can deposit and withdraw **money**, or, deposit and draw **cheques**.

**Burglary** means the unlawful taking of **your** property, or an attempt thereof, by a person or persons who illegally entered your primary residence using force or violence with visible signs of forced entry.

**Business** means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for **money** or other compensation.

**Cheque** means any bank draft, other than a draft with a stamped signature, drawn against deposited funds to pay a specific sum to a specified payee on demand.

**Covered content** means the **payment cards** and **personal papers** contained in **your** wallet.

**Credit Account** means any credit arrangement, from a Financial Institution, for personal use, such as a credit card account or a car/home loan account.

**Credit Card** means credit card(s) issued to the **Insured Person** by **Financial Institution**.

**Damage:** 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.

**Excess:** a monetary contribution You are required to pay towards a claim you make on this Policy.

**Financial Institution** means an authorized institution under the Banking Ordinance (Cap 155) of the laws of Hong Kong who issues the Credit Card.

**Goods:** items, other than those listed in Exclusions below, purchased entirely with the Credit Card and/or have been acquired with points earned by a Rewards Program associated with the Credit Card.

**Identity theft** means the unauthorized and/or illegal use of your personal information such as **your** name or Hong Kong Identity Card number to open **credit accounts** and/or **bank accounts** that **you** did not authorize.

**Insured Person/You** means the person who is covered under this Policy and confirmed by the Company, for whom insurance has been arranged.

**Lost** means no longer in **your** possession due to having been (i) inadvertently misplaced, or, (ii) in an irretrievable place.

**Money** means currency, coins and bank notes in current use and having a face value.

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

**Payment card** means any **ATM**, credit, charge or debit cards issued by a Financial Institution for personal use only.

**Payments:** a payment to be made under the terms and conditions of the Policy by an Insurer.

**Per Occurrence Limit** means the maximum amount payable under the Policy for any single covered loss.

**Personal papers** means any of your official identification documents including your driver's license, and/or passport(s)

**Policy** means this contract of insurance.

**Policy Period** means the period of time that you are covered by this insurance from the policy effective date to the policy expiration date.

**Policy Schedule** means the pages attached to this Policy specifying the terms and details of this insurance contract.

**Premises** means your Premises for residential use only and stated under the application form you submitted to us and/or the Policy Schedule.

**Relative** means Insured Person's legally married spouse, legal civil partner, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

**Replacement cost** means the current price of a similar item, with similar specifications.

**Residence** means the place in which the Insured Person principally resides the majority of the time and where the Insured Person keeps the Insured Person's personal belongings. Residence includes, but is not limited to, a single family structure, condominium unit, cooperative or apartment.

**Rewards Program:** a program offered by the Financial Institution allowing the Insured Person to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Credit Card.

**Robbery** means the unlawful taking of Insured Person's property, by a person or person(s), by using violence or the threat of violence and who has/have caused, or threatened, physical harm to the Insured Person, the Insured Person's spouse and or civil partner and/or children under age 21.

**Suit** means: (i) a civil proceeding seeking monetary damages as a result of **identity theft**, or, (ii) a criminal proceeding in which **you** are charged with illegal acts committed by someone else while engaged in the theft of **your** identity.

**Terrorist Act** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the Government of the country where the act of terrorism occurs.

**Theft** means the unlawful taking of property from your care and/or custody, without consent, with the intent of gain, as a result of a **robbery** or a **burglary**.

**Transportation ticket** means any ticket purchased for any type of public or private transportation.

**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.

**We, us, our, the Company** and the **Insurer** means the company providing this insurance – AIG Insurance Hong Kong Limited

**Your** means belonging or pertaining to **You**.

**SECTION B – COVERAGE**

**Section B1 – E-Purchase Protection**

Subject to the coverage, limits and conditions specified in the **Policy Schedule**, **We** will cover **You** under e-Purchase Protection, and reimburse **You**, up to the Per Occurrence Limit and per **Policy Period** limit listed on the **Policy Schedule**, for the following:

- 1) 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 credit card** within 60 days of the initial scheduled delivery date, in excess of other applicable insurance.
- 2) 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 **You** to **Your credit card** within 60 days of delivery, in excess of other applicable insurance.



- 3) The **Goods** must have a value of at least HK\$300 including local taxes but excluding delivery/transportation costs.

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 **Policy Schedule**. **You** will have to pay the **Excess** as specified in the **Policy Schedule** for every claim made.

#### Exclusions applicable to Section B1

- 1) This **Policy** does not provide coverage for any motor vehicle airplanes, boats, automobiles, motorcycles and any equipment, parts or accessories thereof;
- 2) We will not pay for any claim, expenses or loss under this **Policy** arising from or in any way connected with:
  - a) lawful confiscation by Police, Government Agencies, Courts or other empowered authorities;
  - b) any fraudulent or willful act by **You**.
- 3) We shall not be liable to pay any claim under this **Policy** for non-delivery of or in any way connected with:
  - a) animals or plant life;
  - b) cash, bullion, negotiable instruments, shares, travelers checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
  - c) consumable or perishable items (including but not limited to food, flowers, drink, drugs, nutrition supplements);
  - d) motor vehicles, motor cycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
  - e) **Goods** purchased for commercial use including items purchased for re-sale or tools of trade or profession;
  - f) Access to internet websites, software or data files downloaded off the internet including music files, photos, reading material, books and movies;
  - g) services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
  - h) **Goods** purchased from a natural person either through a private transaction or an online auction website.
  - i) Counterfeit or fake goods
  - j) 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;
  - k) losses due to mechanical failure, electrical failure; software or data failure; loss of data;
  - l) **Goods** purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
  - m) permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
  - n) **Goods** used for, or intended to be used for, commercial, retail and/or property rental, or other business purposes;
  - o) items that **You** have rented or leased;
  - p) items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
  - q) art, antiques, firearms and collectable items;
  - r) furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
  - s) the costs or charges which do not relate to any purchase, which **You** paid for using **Your** credit card;
  - t) misplacement;
  - u) mysterious disappearance; or

- v) goods deemed to be illegal by local government authorities

- 4) This **Policy** does not provide cover to any supplementary cardholder. “Supplementary cardholder” means any person who is issued with a supplementary card upon **your** request as a principal cardholder of the **credit card**. **Conditions applicable to Section B1**

To be eligible for coverage under the e-Purchase Protection section the following needs to be present or to have occurred and the satisfaction of these conditions is precondition of coverage for any claim.

- 1) The billing address or delivery address for the **Goods** must be to **Your** postal address in Hong Kong as registered with the **Financial Institution**.
- 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 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.
- 8) Valid Account: The **Credit Card** must remain open, valid and in good standing for payments to be made during the **Policy Period**.

#### Duties after loss under Section B1

Proof of Loss: **You** must provide to the Insurer:

- 1) signed claim form, if provided;
- 2) a copy of purchase receipt showing payment of the **Goods** which was made entirely with the **Credit Card**;
- 3) **Your** statement of account showing the **Credit Account** is valid and in good standing at the time of filing the claim.

#### Section B2 – Identity Theft

**We** will reimburse **you** the expenses below, up to the Per Occurrence Limit and per **policy period** limit listed on the **Policy Schedule**, resulting from **your** efforts to resolve **your** identity theft. All expenses incurred must be submitted up to 6 months after **you** first report a loss under “Duties After A Loss” below. The following expenses are covered:

- 1) Legal Expenses– **We** will reimburse **you** for the legal fees incurred by **you** to:
  - a) Defend any **suit** brought against **you** by a creditor or collection agency, or someone acting on their behalf, as a result of **your identity theft**; and/or
  - b) Remove any civil or criminal judgment wrongfully entered against **you**, as a result of **your identity theft**.
- 2) Lost Wages– **We** will reimburse **you** for the unpaid time **you** take from work, solely as a result of **your** efforts to correct **your** financial records, if the later are altered as a result of **your identity theft**. Payment of lost wages under this section includes compensation for whole or partial unpaid workdays. To be covered, **you** must take these unpaid days within 6 months of first reporting a loss under “Duties After A Loss” below.
- 3) Obligation to pay– **We** will reimburse **you** for the amount(s) **you** become legally liable to pay to creditor(s), arising from the unauthorized opening or use of **credit account(s)** and/or **bank account(s)**, under **your** name, as a result of **your identity theft**.
- 4) Miscellaneous Expenses– **We** will reimburse **you** for:
  - a) The cost(s) incurred by **you** to re-file applications for **your credit accounts** or **bank accounts** that are rejected solely because the qualified financial



institution received incorrect information as a result of **your identity theft**;

- b) The cost incurred by **you** to notarize documents related to **your identity theft**, as well as long distance telephone calls and certified mail reasonably incurred by **you** as a result of **your** efforts to report an **identity theft** or to correct **your** financial and credit records that have been altered as a result of **your identity theft**.

#### **Exclusions applicable to Section B2**

We will not cover:

- 1) Costs other than those listed in Section B2 "Identity Theft";
- 2) Monetary losses other than the out-of-pocket expenses listed in Section B2, "Identity Theft", related to the resolution of **your identity theft**;
- 3) Costs associated with any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
- 4) Compensation for time taken from self-employment, or workdays that will be paid by **your** employer, in order to correct **your** financial records that have been altered due to **your identity theft**;
- 5) Losses that do not occur within the **policy period**;
- 6) Losses that result from or are related to **business** pursuits including **your** work or profession;
- 7) Losses caused by **your** or **your relatives'** illegal acts;
- 8) Losses that **you** have intentionally caused;
- 9) Losses that result from the intentional actions of a **relative**, or actions that a **relative** knew of or planned;
- 10) Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- 11) Losses due to the order of any government, public authority, or customs' official.

#### **Coverage Conditions**

1) **You** must cooperate with us and help us enforce any legal rights you, or we, may have in relation to **your** identity theft. This may include **your** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve **your** identity theft.

2) Evidence of any false charge or withdrawal from the unauthorized opened bank account and or credit account must be submitted by you, or the issuing financial institution, to us.

3) Coverage for Section B2(3), "Obligation to pay" is limited to the amount you are held liable for by the Financial Institution.

#### **Duties after loss under Section B2**

- 1) Call us at within 24 hours of discovering your identity theft, to obtain a claim form and instructions on what to do after a loss
- 2) File a police report within 24 hours of discovering your identity theft.
- 3) Inform all appropriate Financial Institutions (including, but not limited to, credit card company or bank) of your identity theft within 24 hours of discovering your identity theft;
- 4) Complete, sign and return the claim form to us with the following documents, within 30 days after you report a loss under Section C (2):
  - a) an authorization for us to obtain your records and other information, such as credit reports (if applicable)
  - b) your financial reports, including, but not limited to bank statements, as necessary to complete our investigation;

- c) credit reports, when you contest the accuracy or completeness of any information contained in your credit history as a result of your identity theft;
- d) original receipts of your expenses incurred to resolve your identity theft, up to 12 months after you report a loss under this section, point a) above;
- e) proof that it was necessary to take time away from your work if you make a claim for lost wages under Section B2(2), "Lost Wages". We will ask you to submit written proof from your employer that you took unpaid days off;
- f) copies of any demands, notices, receipts, summonses, complaints, or legal papers in connection with a covered loss; and
- g) all other relevant documents we may ask you to provide; and
- h) Take all reasonable and prudent action to prevent further damage to your identity; and
- i) Cooperate with us in investigating, evaluating and settling a claim.

#### **Section B3 – Fraudulent Charges**

We will cover the following, up to the Insured Person's per occurrence and annual aggregate limits listed.

- 1) If **your Credit Card** is **lost**, or is the object of a **theft**, we will reimburse You for the unauthorized charges, for which you are responsible, on your **Credit Card**, up to 24 hours prior to you first reporting of the event to the Financial Institution(s).
- 2) If your **Credit Card** is still in the your possession and unauthorized charges are made on your **bank account** and/or **credit account**, through: (i) in-store, (ii) telephone, (iii) **ATM** withdrawals, and/or (iv) on-line purchase(s), using your **Credit Card** information, **Insurer** will reimburse you for the unauthorized charges, for which you are responsible, which are incurred up to two (2) months prior to you first reporting of the event to **the Financial Institution(s)**.

#### **Exclusions applicable to Section B3**

This insurance will not cover:

- 1) Costs other than those listed in Section B3;
- 2) Additional losses that occur due to **your** failure to comply with "Duties After A Loss" of this Section B3;
- 3) Unauthorized charges made on **Credit Card** that was **lost** or the object of **theft**, more than 24 hours prior to **your** first reporting the event to **the Financial Institution(s)**;
- 4) Unauthorized **ATM** withdrawals that were made more than two (2) months prior to **your** first reporting the event to **the Financial Institution(s)**, **bank account** issuer(s) and/or **credit account** issuer(s);
- 5) Unauthorized charges made on **your Credit Card** if **your Credit Card** has not been **lost**, or the object of **theft**, more than two (2) months prior to **your** first reporting the event to **the Financial Institution(s)**;
- 6) Charges incurred by a resident of **your** household, or by a person entrusted with **your CreditCard**;
- 7) Losses that do not occur during the **policy period**;
- 8) Losses that result from, or are related to, **business** pursuits including your work or profession;
- 9) Losses caused by **your**, or **your relatives'**, illegal acts;
- 10) Losses that **you** have intentionally caused;
- 11) Losses that result from the intentional actions of a **relative**, or actions that a **relative** knew of or planned;
- 12) Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- 13) Losses due to the order of any government, public authority, or customs' official.



### Conditions applicable to Section B3

This Policy will only insure your liability under the following conditions:

- 1) **You** must comply with all terms and conditions by which your **CreditCard(s)** is/are issued.
- 2) **Insurer** will only pay for unauthorized charges for which **you are** responsible under the terms and conditions of your **Credit Card(s)**.
- 3) **You** must submit evidence to **Insurer** that unauthorized charges were made from Cardholders' **bank account** or **credit account**.
- 4) **Your** account must be valid and in good standing for coverage to apply; Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, **your** account is in delinquency, collection, or cancellation status.
- 5) Coverage will be voided, whether before or after the loss, if **you** willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **Insurer**.
- 6) **You** must use all reasonable means to avoid future loss at and after the time of a loss.
- 7) If **we** make any payment or otherwise make good on any loss applying under this policy, **we** shall be subrogated to all your rights of recovery against any other person or persons and **you** shall complete, sign and deliver any documents necessary to secure such rights. **You** shall not take any action following a loss to prejudice such rights of subrogation.
- 8) In any action, suit or other proceedings where **we** allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on **you**.
- 9) For each of the coverages, regardless of the number of claims made individually or in aggregate, **Insurer** will pay up to the maximum amount per occurrence and per annual aggregate as shown on the Policy Schedule
- 10) Coverages provided by this policy are in excess; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the terms and conditions.
- 11) **We** have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each policy section.

### Duties after loss under Section B3

In the event of a covered loss, you shall:

- 1) Contact us at the contact details above, within 24 hours of **your** discovery of a loss, to obtain a claim form and instructions on what to do after a loss;
- 2) File a police report within 24 hours of discovering a theft, unauthorized charges or ATM withdrawals;
- 3) Report the theft or loss of your **Credit Card** to the Financial Institution(s), bank account issuer(s) or credit account issuer(s), within 24 hours of discovering such theft or loss;
- 4) To the extent **your Credit Card** was not lost or the object theft, report the unauthorized charges, or ATM withdrawal(s), to the Financial Institution(s), bank account issuer(s) or credit account issuer(s), and to us, within 24 hours of **your** discovery of a loss;
- 5) Complete, sign and return the claim form to us with all the following documents, within 30 days of making the original claim:
  - a) documentation from the Financial Institution(s) verifying the unauthorized charges for which **you** are held responsible;
  - b) an official police report regarding the loss; and
  - c) all other relevant documents we may ask **you** to provide; and

- d) Cooperate with us in investigating, evaluating and settling a claim

### Section B4 – Wallet Guard

**We** will cover the following costs, up to the per occurrence and per number of claims limit, per **policy period**, as shown in the Policy Schedule

- 1) **Replacement cost** for **your** wallet if **your** wallet is either **lost** or the object of **theft**;
- 2) Application fees for new **personal papers** and/or **payment cards** if they were in **your** wallet when **your** wallet was either **lost** or the object of a **theft**.

### Exclusions applicable to Section B4

This Policy will not cover:

- 1) Costs other than those listed in Section B4;
- 2) **Money, cheques, transportation tickets** or any item other than **your covered content** that were in **your** wallet when **your** wallet was either **lost** or the object of **theft**;
- 3) Losses caused by fire, water, normal wear and tear, manufacturing defects, abuse, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning or repairs, or similar events;
- 4) Accidental damage to **your** wallet and its **covered content**;
- 5) Any fraudulent/unauthorized charges and/or withdrawals on the **payment cards** that were in **your** wallet when **your** wallet was either **lost** or the object of a **theft**;
- 6) Any costs related to **identity theft**;
- 7) Losses that do not occur during the **policy period**;
- 8) Losses that result from, or are related to, **your business** pursuits, including any **business** related travel;
- 9) Losses caused by **your** or **your relatives'** illegal acts;
- 10) Losses that **you** have intentionally caused;
- 11) Losses that result from the intentional actions of a **relative**, or actions that a **relative** knew of or planned;
- 12) Losses due to **war**, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalisms of any kind;
- 13) Losses due to the order of any government, public authority, or customs' official; or
- 14) Receipts of the new and replaced wallet submitted to us which are not in **your** name.

### Duties after loss under Section B4

In the event of a covered loss, you shall:

- 1) Contact the Insurer at the contact details set out in this Policy within twenty four (24) hours of **your** discovery of a covered loss to obtain a claim form and instruction on what to do after a loss
- 2) File a police report within 24 hours of discovering a theft or a loss
- 3) Notify your **Financial Institution** within 24 hours of discovering that your wallet, with its covered content, was either lost or the object of a theft;
- 4) Complete, sign and return the claim form to the Insurer with all the following documents, within thirty (30) days of making the original claim:
  - a) an original receipt showing the cost of your wallet at purchase;
  - b) an official police report; and
  - c) all other relevant documents we may ask you to provide; and
  - d) Providing assistance cooperating with the Insurer in investigating, evaluating and settling the claim.



## **Section B5 Key Replacement**

We will pay you up to the Per Occurrence Limit and per **Policy Period** Limit as specified in the **Policy Schedule** for the following events during each **Policy Period** subject to production of original and valid receipt(s) for:

- (1) the cost of replacing keys of your **Premises** and/or your vehicle keys if such keys are lost or stolen and the covered cost is limited to the actual amount paid by you to a locksmith to produce a new key;
- (2) the cost of replacing locks and keys in case your **Premises** or your vehicle is broken into by violent means;
- (3) the cost of a locksmith who helps you gain access to your **Premises** or your vehicle if you are locked out of your Premises or your vehicle due to the loss or theft of keys; and/or  
Provided that we shall not cover any loss caused directly or indirectly, wholly or partly, by any one of the following occurrences:
  - (a) the costs associated with lost or stolen keys for a residence other than your **Premises**;
  - (b) the cost to replace keys to vehicles that are not owned by you;
  - (c) the cost to replace keys to vehicles that are registered as commercial vehicles at Transport Department in Hong Kong;
  - (d) vehicles other than cars, trucks, jeeps, motorcycles, recreational vehicles, or campers.

You will have to pay the **Excess** as specified in the **Policy Schedule** for every claim made.

## **Exclusions applicable to Section B5**

Without prejudice to the generality of the foregoing, the insurance under this **Policy** shall not cover any loss caused directly or indirectly, wholly or partly, by any one of the following occurrences:

1. the costs associated with lost or stolen keys for a residence other than your Premises;
2. the cost to replace keys to vehicles that are not owned by the Insured Person;
3. the cost to replace keys to vehicles that are registered as commercial vehicles at Transport Department in Hong Kong;
4. vehicles other than cars, trucks, jeeps, motorcycles, recreational vehicles, or campers.

## **SECTION C – General Conditions**

**1. Valid Account:** The Credit Card must remain valid and in good standing for payments under this Policy to be made.

**2. 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. Notices should be sent to the following:

**AIG Insurance Hong Kong Limited**  
Claims Department  
46/F One Island East,  
18 Westlands Road,  
Island East, Hong Kong.  
Tel: (852) 3666 7062

Languages Supported: English/Cantonese

Call Centre Hours: 9 am to 5 pm Monday to Friday (except Public Holidays)

**3. Payment of Claims:** All payments to be made by the Insurer shall be paid to Insured Person 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, its eligibility and any terms and conditions are to be interpreted according to the laws of Hong Kong. Any dispute will be subject to the exclusive jurisdiction of the courts of Hong

Kong.

## **6. Cancellation of Policy**

This policy can be cancelled by the Insured Person on 30 days advance notice in writing to the Company. The Company is also entitled to cancel this Policy upon giving to the Insured Person thirty (30) days notice in writing at his last known address and the premium shall be adjusted on the pro-rata basis. The date of cancellation shall be the date stipulated in the said notice in writing.

## **7. Other Insurance**

If there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, the Company will only be liable for the Company's own proportionate share.

## **8. Salvage**

The Company may pay for the loss in money or for the cost of repair or replacement of the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or which is replaced shall become the property of the Company. The Insured or the Company, as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the Insured shall be titled to the property upon reimbursing the Company for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability for any one occurrence.

## **9. Burden of Proof**

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of any exclusions which may be applicable, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

**10. Sanctions:** The Company 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 Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

**11. Third Party Rights:** Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured Person and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. Further, it is hereby noted and agreed that the Company and the Insured Person named in the Policy Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

**12. Personal Data:** The Insured Person agrees that:

(a) the personal data collected during the application process or administration of this policy may be used by the Company for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).

(b) The Company may use your contact details (name, address, phone number and e-mail address) to contact you about other insurance products provided by the AIG group (assuming the Company has obtained the agreement of the Insured Person to use such contact details for this purpose).

(c) The Company may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:

- i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
- ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
- iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);



iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;

v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or

vi) other parties referred to in the Company's Data Privacy Policy for the purposes stated therein.

(d) The Insured Person may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or [cs.hk@aig.com](mailto:cs.hk@aig.com). The same addresses may be used to contact the Company with any comments in relation to the services it provides. The full version of the Company's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

In the event of any discrepancy between the English and Chinese version of this document, the English version shall prevail.

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