## 萬事達卡(Mastercard)香港 AEON Credit Service (Asia) Co. Ltd

## 網約車出行險(Rideshare Insurance)

## 條款及細則

《保險摘要》	
保險單持有人	萬事達卡亞洲/太平洋私人有限公司
承保期的开始日期	2021年1月8日
合資格卡	世界信用卡

承保範圍	最高保險金額(美元)
網約車出行險(Rideshare Insurance)	每程上限: 250 累積上限: 500

本《保險摘要》中所述的保額上限以美元(USD)計算。 賠償金額以當地貨幣支付,並按支付當天的匯率計算。

## 第一部分、定義

定義具有以下具體含義,並在保險單中以粗體表示。

「**帳戶**」是指任何信用卡、借記卡、支票帳戶、信用額度、貸款、存款證明或其他金融工具,包括發卡機構供合資格持卡人使用的證明文件或帳單。

「獲授權網約車出行公司」是指根據法律規定,獲准在本地區經營乘客運送服務的公司。

「**商業項目」**是指用於購買、銷售、推銷或分發貨物或服務的項目(包括但不限於說明書、軟件、數據、傳真、樣本、附屬材料等)。

「**汽車共享**」是一種車輛租賃模式,使用者可在一段短時間內租用車輛,而使用者是已被事先核准駕駛該租 用車輛的成員。

「**持卡人」/「您」/「您的」**是指所有持有合資格卡的個人,包括該合資格卡所在發卡機構同一帳戶中的附屬 卡持卡人。

「**承保行程**」是指合資格持卡人使用獲授權網約車出行公司的應用程式預訂,並使用在該獲授權網約車出行公司註冊的合資格卡支付合資格持卡人應付的全數運輸費用的行程。

「盡職審查」是指在相同或類似情況下,由謹慎的負責人員專注、謹慎地採取所有警惕性活動,以保護任何個人財物免於遺失或遭竊。

「合資格卡」是指參與本計劃的發卡機構發行的萬事達世界信用卡。

「合資格持卡人」是指持有合資格卡、有權收取款項或《保險摘要》中規定的其他福利的持卡人。

「保險公司」/「我們」/「我們的」是 AIG Asia Pacific Insurance Pte. Ltd.

「**發卡機構**」是指經萬事達卡授權可在*區域*營運萬事達卡計劃,以及為*持卡人*提供保險服務的實體。

「每案索償限額」是指網約車出行險在承保行程中提供的最高保險金額。

「個人財物」是指合資格持卡人在承保行程中,由合資格持卡人持有和在網約車出行承運工具裡攜帶的任何 有形個人財物,而此類財物不屬於第五部分的不保項目。

「保險單」指保險單持有人與保險公司之間的保險合約。

「**保險單持有人**」是指萬事達卡亞洲/太平洋私人有限公司。

「承保期」是指从2021年1月8日开始至保单终止的期限。

「網約車出行」是指合資格持卡人在承保行程中使用的交通方法。網約車出行承運工具必須由或經由獲授權網約車出行公司僱用。網約車出行承運工具不包括街頭的士、豪華轎車、鐵路或通勤巴士線路、私人汽車、

租賃汽車或用於汽車共享的車輛。

「遭竊」是指未經持卡人同意而非法、故意及不誠實地從持卡人處取走的個人財物。

「區域」是指合資格卡發行的國家或地區,在此情況下,是指香港。

## 第二部分、 單次承保期

合資格持卡人進入網約車出行承運工具進行承保行程時,便立即開始承保。在合資格持卡人每次到達他/她的目的地後,或離開網約車出行承運工具之前,承保就會結束。

## 第三部分個人終止

本合約對合資格持卡人的承保會於以下最早日期終止:

- 1. 合資格持卡人不再符合資格參與本計劃的日期;
- 2. 發卡機構將合資格卡定義為不合資格的日期;
- 3. 發卡機構停止支付保險費的日期;
- 4. 發卡機構停止參與信託的日期;或
- 5. 保險單終止的日期。

## 第四部分、 承保範圍說明

## 個人財物遺失或遭竊

本承保適用於合資格持卡人在承保行程中乘坐的網約車出行承運工具內永久遺失或遭竊的個人財物。合資格持卡人必須時刻履行盡職審查來保護、保存及追回個人財物。

承保僅次於並超過網約車出行承運工具、獲授權網約車出行公司或涵蓋個人財產的其他保險承保的金額。在 任何情況下,承保均不適用於作為分攤保險。此「免分攤」條款將優先於其他保險或賠償語言中的「免分攤」 條款。

此承保賠償金額為由網約車出行承運工具、獲授權網約車出行公司支付款項和索償金額或可達《保險摘要》 所述限額的其他福利之間的差額。賠償金額將低於下列數額:

- 1. 的實際購買價格;或
- 2. 扣除折舊後個人財物損失或遭竊時的實際現金價值;或
- 3. 替換該物件的成本。

每張合資格卡的最高賠償責任不得超過《保險摘要》中所述的累積上限。

## 第五部分、不保事項

## <u> 甲、財物</u>

以下個人財物不包括在內:

- 1. 隱形眼鏡、助聽器、假牙、牙橋或義肢。
- 2. 貨幣、證券、信用卡、支票、旅行支票、簽證、流通票據。
- 3. 門票、文件(旅行或其他)、鑰匙、硬幣、契據、古董金銀條、任何種類的收藏品(例如供人們收 集或長期收藏的物品)、郵票、易腐品、消耗品、銀器、毛皮、植物、灌木、香水、珠寶、藝術品、 地毯;動物;傢俱或稀有或貴金屬。
- 4. 網約車出行承運工具或獲授權網約車出行公司承保範圍中的不保事項。
- 5. 商業項目。

- 6. 運動設備或樂器。
- 7. 所有類型的儲存數據或音樂(包括但不限於電腦軟件、影碟、錄像帶、光碟、錄音帶和電影)。

## 乙、損失

承保範圍不適用於以下**個人財物**損失或遭竊:

- 1. 被任何政府或公共主管當局沒收或徵用,或被海關或其他官員拘留所導致。
- 2. 因戰爭(不論有否宣佈戰爭)、入侵、外敵行為、敵對行動、內戰、叛亂、暴動、武裝或篡權所導 致。
- 3. 在為運動、比賽或娛樂活動而租用或使用的承運工具上,或為購買體育、遊戲、比賽、觀光、觀察 或娛樂活動而經營或維護的承運工具上,不論該承運工具是否已獲許可。
- 4. 合資格持卡人的故意疏忽行為或遺漏所導致。
- 5. 因戰爭或任何類型的敵對行動(例如,入侵、叛亂,或暴動)所導致。
- 6. 非法活動或行為、欺詐、政府、公共主管當局或海關官員沒收違禁品或所導致的損失。
- 7. 自然災害(包括但不限於洪水、颶風或地震)。
- 8. 無論是基於民事侵權行為或合約,還是基於任何責任理論,任何民事訴訟或其他法律程序中,由承保損失引起的或與之有關的任何性質的間接或直接損害或損失。
- 9. 戰爭與恐怖主義活動:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 戰事入侵、外敵行為、敵對行動或好戰行動(不論有否宣佈戰爭)、內戰、叛變、叛亂、革命、 暴動、軍事或人民起義或篡奪權力;或
  - 任何恐怖主義行為和為控制、防止、制止,或以任何其他方式採取的任何與恐怖主義行為有關 的行動。
- 10. 核危機:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 任何核燃料或核
  - 燃料燃燒產生的任何核廢物造成的電離輻射或放射性污染,包括核分裂的任何自持過程;或
  - 使用任何核武器原料
- 11. 緊急狀況:在地方當局宣布的緊急狀態存在時發生,由上述任何事件或通過其結果或直接或間接造成的任何損失或其他意外事件(無論是否發生在身體上,或者其他事件),除非**您**證明該損失或其他意外事件的發生與地方當局宣布的緊急狀態無關。

## 第六部分、 承保條件

- 1. 一**對與一組**:如果某件丟失或*遭竊*物品是構成一對或一組物品的一部分,*我們*將支付不多於任何可能丟 失或*遭竊*的特定部分的價值,或不會支付超過該丟失或*遭竊*物品的在一對或一組物品中的按比例價值。
- 2. **退還**:如果我們為任何遭竊的項目向您作出賠償,您必須在遭竊物品被退還時立即通知我們。在這種情況下,您可以有兩個選擇:(i)遭竊物品退還給您,而您向我們退還給您支付的賠償,或(ii)您將遭竊物品交給我們,而這將成為我們的財產。
- 3. **賠償支付:**保險公司須向香港合資格持卡人支付所有須付款項,而該等款項須受現行新加坡法律及規例 所規限。
- 4. **欺詐性索償:** 如果保險公司判定某項索償為詐騙,則保險公司將不負賠償責任,且保險公司有權沒收該 項欺詐性索償所支付的所有款項。
- 5. **合法權利**: 您將與我們合作並幫助我們執行您或我們對您根據本保單提出的任何索賠可能擁有的任何合法權利。
- 6. 管轄法律和司法管轄權:本保險單受新加坡法律規範,並按新加坡法律解釋。 任何爭議都將受到新加坡

法院的專屬管轄。

- 7. **制裁**: 如果保險公司提供任何承保或賠償將違反任何制裁法律或法規,使保險公司、其母公司或其最終控制實體面臨任何制裁法律或法規規定的罰款,則保險公司將不會提供該承保或付款。
- 8. **第三方權利**: 只有保險單持有人、合資格持卡人及保險公司可強制執行本保險單賦予他們的權利,除為施行此目的外,特此排除《合約 (第三方權利)條例》。
- 9. **數據保護**:您承認根據本政策,我們將需要收集您的個人數據。有關我們如何處理您的個人數據以及了解您對某些信息可能擁有的權利的更多信息,請參閱以下鏈接提供的隱私權聲明("隱私權聲明"): www.aig.sg/privacy。提出索賠,即表示您同意我們可以根據隱私聲明以及隱私聲明中規定的目的收集, 使用和披露您的個人數據。我們可能會(包括向海外實體)披露您的個人數據,以:
  - 我們的集團公司;
  - 我們集團公司的服務提供商,再保險公司和任何業務合作夥伴;
  - 經紀人,您的授權代理商或代表以及其他金融機構;和
  - 監管機構或爭議解決機構,例如法院或其他爭議解決論壇。

我們收集,使用,處理和披露您的個人數據的目的包括:

- 處理,包銷,管理和管理您與我們的關係;
- 審計,合規,調查和檢查目的以及處理法規或政府查詢;
- 遵守法律或法規義務,風險管理程序和我們的內部政策;
- 管理我們的基礎設施和業務運營;和
- 進行市場研究,分析和滿意度調查。

## 第七部分、 損失發生後應採取的行動

## 1. 索償通知書

索償書面通知不得遲於損失或損害發生之日起三十(30)天發出。如果在損失或損害發生之日起的三十(30)天內未發出通知,則可能導致索償被拒絕。遞交網上索償申請,請登入 https://hk.mycardbenefits.com 或郵寄索償通知書至:

#### AIG Asia Pacific Insurance Pte. Ltd.

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

客戶服務中心營業時間:星期一至五(公眾假期除外)上午8時30分至下午5時30分

服務使用語言:英語 電郵: APAC.Mastercard@aig.com

## 2. 損失發生後應採取的行動

**您**必須:

- a. 在發現損失後 24 小時內聯繫我們;
- b. 向獲授權網約車出行公司提交的索賠或報告的副本及其調查結果;
- c. 獲授權網約車出行公司的收據副本,當中列明行程的詳細資料,包括日期、時間和支付款項;
- d. 我們可能會要求您提供其他相關文件。

# MASTERCARD HONG KONG AEON Credit Service (Asia) Co. Ltd. Rideshare Insurance Terms and Conditions

SUMMARY OF COVER	
The Policyholder	Mastercard Asia/Pacific Pte Ltd
Effective Date	08 January 2021
Eligible Cards	World Credit

Insurance Coverage	Maximum Benefit Amount (USD)
Rideshare Insurance	Per Trip Limit: 250 Aggregate Limit: 500

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

#### **PART I. DEFINITIONS**

Definitions have the specific meanings set forth below and are capitalized throughout the Policy.

**Account** means any credit card, debit card, checking account, line of credit, loan, certificate of deposit or other financial instrument, including supporting statements or bills issued by the Issuer for use by Eligible Cardholders.

**Authorized Rideshare Company** means the companies authorized to operate in the Territory under a current license as required by law for the conveyance of passengers.

**Business Items** means items that are used in the purchase, sale, promotion, or distribution of goods or services (including but not limited to manuals, software, data, facsimile, samples, collateral materials, etc.).

**Car Sharing** means a model of vehicle rental where users can rent vehicles for short periods of time and users are members that have been pre-approved to drive the rented vehicle.

Cardholder(s) / You / Your means all individuals who have been issued an Eligible Card, including supplementary Cardholders on the same account where such Eligible Card is issued by a participating Issuer.

**Covered Trip** means a trip for which the Eligible Cardholder books a trip using the Authorized Rideshare Company's application and charges the full amount of the Eligible Cardholder's portion of the cost of transportation to the Eligible Card registered with the Authorized Rideshare Company.

**Due Diligence** means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect any Personal Property from loss or theft.

**Eligible Card** means a participating Issuer's Mastercard World Credit cards.

**Eligible Cardholder(s)** means the Cardholder with an Eligible Card who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover.

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

**Issuer** means an 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 Rideshare Insurance for a Covered Trip.

**Personal Property** means any tangible personal property owned by the Eligible Cardholder that the Eligible Cardholder takes in the Rideshare carrier's vehicle during a Covered Trip, which is not excluded under Part V.

**Policy** means the contract of insurance between the Policyholder and Insurer.

Policyholder means Mastercard Asia/Pacific Pte. Ltd.

Policy Period means the period beginning from 08 January 2021 and until the Policy is terminated.

**Rideshare** means the method of transportation used by the Eligible Cardholder for travel on a Covered Trip. The Rideshare carrier must work for or be hired through an Authorized Rideshare Company. Rideshare carrier does not include street-hailed taxis, limousines, rail or commuter bus lines, personal automobiles, rental cars, or vehicles intended for Car Sharing.

Stolen means Personal Property that is unlawfully, intentionally and dishonestly taken from the Cardholder without their consent.

**Territory** means the country or region in which Eligible Cards are issued, in this case, Hong Kong.

#### PART II. INDIVIDUAL COVERAGE PERIOD

An Eligible Cardholder's coverage begins immediately after an Eligible Cardholder enters a Rideshare carrier while traveling on a Covered Trip. The coverage ends each time the Eligible Cardholder reaches his or her destination prior to exiting the Rideshare carrier.

#### PART III. INDIVIDUAL TERMINATION

An Eligible Cardholder's coverage under this agreement shall terminate on the earliest of:

- 1. the date the Eligible Cardholder is no longer eligible to participate;
- 2. the date the Eligible Card is defined as ineligible by the Issuer;
- 3. the date the Issuer ceases to pay premium;
- 4. the date the Issuer ceases to participate in the Trust; or
- 5. the date the Policy is terminated.

#### PART IV. DESCRIPTION OF COVERAGE

#### **Lost or Stolen Personal Property**

This coverage applies to an Eligible Cardholder's permanently lost or stolen Personal Property within the Rideshare carrier's vehicle during a Covered Trip. The Eligible Cardholder must use Due Diligence to protect, save and recover Personal Property at all times.

Coverage is secondary to and in excess of amounts covered by the Rideshare carrier, the Authorized Rideshare Company or other benefits that covers the Personal Property. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over the "noncontribution" clauses found in other insurance or indemnity language.

This coverage pays the difference between the value of the amount claimed and the payments from the Rideshare carrier, the Authorized Rideshare Company or other benefit up to the limit stated in the Summary of Cover. The value of the amount claimed will be the lesser of the following:

- 1. the actual purchase price of the item; or
- 2. the actual cash value at the time of loss or theft of Personal Property with deduction for depreciation; or
- 3. the cost to replace the item.

The maximum liability per Eligible Card shall not exceed the Aggregate Limit stated in the Summary of Cover.

#### PART V. EXCLUSIONS

#### A. Property.

The following personal property is not covered:

- 1. Contact lenses, hearing aids, artificial teeth, dental bridges or prosthetic limbs.
- Money, securities, credit cards, checks, traveler's checks, visas, negotiable instruments.
- 3. Tickets, documents (travel or otherwise), keys, coins, deeds, bullion antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectible), stamps, perishables, consumables, silverware, furs, plants, shrubs, perfume, jewelry, art, rugs and carpets; animals; household furniture or rare or precious metals.
- 4. Items excluded under the Rideshare Carrier's or Authorized Rideshare Company's coverage.
- 5. Business Items.
- 6. Sporting equipment or musical instruments.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film.

#### B. Losses.

Coverage does not apply to losses for lost or stolen Personal Property:

1. Arising from confiscation or expropriation by any government or public authority or detention by customs or other

officials.

- 2. Arising from war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power.
- 3. On any conveyance which is hired or used for sport, contest, or recreational activity, or is operated or maintained for the purchase of sport, gamesmanship, contest, sightseeing, observatory or recreational activity, regardless of whether such conveyance is licensed.
- 4. Resulting from the Eligible Cardholder's intentional, negligent acts or omissions.
- 5. Caused by war or hostilities of any kind (for example, invasion, rebellion, or insurrection).
- 6. Losses arising from illegal activities or acts, fraud, confiscation by any government, public authority or customs official, items of contraband.
- 7. Natural disaster (including but not limited to flood, hurricane, or earthquake).
- 8. Indirect or direct damages or losses of any nature, whether in tort or contract or based on any theory of liability, in any civil action or other legal proceeding arising from or related to a covered loss.
- 9. War and Terrorism: We will not cover any loss damage, injury or liability directly or indirectly caused or contributed to by:
  - War invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or note), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising, or usurpation of power; or
  - Any act of terrorism and any action taken in controlling, preventing, suppressing or in any other way relating to any act of terrorism.
- 10. Nuclear Risks: We will not cover any loss, damage, injury or liability directly or indirectly caused or contributed to by:
  - ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear
  - fuel, including any self-sustaining process of nuclear fission; or
  - the use of any nuclear weapons material
- 11. State of Emergency: Any loss or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

#### PART VI. COVERAGE CONDITIONS

- 1. **Pair and Set:** Where an item lost or Stolen forms part of a pair or set, We will not pay more than the value of any particular part which may be lost or Stolen nor more than a proportionate value that the lost or Stolen item bears to the value of the pair or set.
- 2. **Recovery**: If We pay your claim for any item that was Stolen, You must inform Us immediately in the event the Stolen item is recovered. In such an event, there are two options available to You: (i) the recovered Stolen item is returned to You and You return the claim payment We made to You, or (ii) You hand over the recovered Stolen item to Us and it will become Our property.
- 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 in effect in Singapore.
- 4. **Legal Rights:** You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to any claim You make under the Policy.
- 5. **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.
- 6. **Governing Law and Jurisdiction:** This Policy is governed by and interpreted in accordance with the laws of Singapore. Any dispute will be subject to the exclusive jurisdiction of the courts of Singapore.
- 7. **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.
- 8. **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.

- 9. **Data Protection:** You acknowledge that pursuant to the Policy, We will need to collect Your Personal Data. For further information on how We process Your personal data and to understand what rights You may have regarding certain information, please see our privacy notices ("Privacy Notices") available at the following link: <a href="www.aig.sg/privacy">www.aig.sg/privacy</a>. By submitting a claim, You agree that We may collect, use and disclose Your Personal Data in accordance with the Privacy Notices and for purposes set out in the Privacy Notices. We may disclose Your Personal Data, including to entities overseas, to:
  - Our group companies;
  - Service providers, reinsurers, and any business partners of Our group companies;
  - Brokers, Your authorized agents or representatives, and other financial institutions; and
  - Regulatory authorities or dispute resolution bodies such as the courts or alternative dispute resolution forums.

The purposes for which we may collect, use, process and disclose Your Personal Data include:

- Processing, underwriting, administering and managing Your relationship with Us;
- Audit, compliance, investigation and inspection purposes and handling regulatory or government enquiries;
- Compliance with legal or regulatory obligations, risk management procedures and Our internal policies;
- Managing Our infrastructure and business operation; and
- Carrying out market research and analysis and satisfaction surveys.

#### PART VI. YOUR DUTIES AFTER A LOSS

#### 1. Notice of Claim

Written notice of claim must be given no later than thirty (30) days from the date of the loss or damage. Failure to give notice within (30) days from the date of the loss or damage may result in a denial of the claim. To file a claim, log on to <a href="https://hk.mycardbenefits.com">https://hk.mycardbenefits.com</a> 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 Email: APAC.Mastercard@aig.com

#### 2. Duties after a Loss

You must:

- a. Contact Us within 24 hours of Your discovering a loss;
- b. A copy of a claim or report filed with the Authorized Rideshare Company and result of their investigation;
- c. A copy of the Authorized Rideshare Company receipt showing the details of the trip including date, time and fare payment made;
- d. Any other relevant documents We may ask You to provide.

## 萬事達卡(Mastercard)香港 AEON Credit Service (Asia) Co. Ltd 網約車出行險(Rideshare Insurance) 條款及細則

《保險摘要》	
保險單持有人	萬事達卡亞洲/太平洋私人有限公司
承保期的开始日期	2021年1月8日
合資格卡	钛金信用卡

承保範圍	最高保險金額(美元)
網約車出行險(Rideshare Insurance)	每程上限: 100 累積上限: 200

本《保險摘要》中所述的保額上限以美元(USD)計算。 賠償金額以當地貨幣支付,並按支付當天的匯率計算。

## 第一部分、定義

定義具有以下具體含義,並在保險單中以粗體表示。

「**帳戶**」是指任何信用卡、借記卡、支票帳戶、信用額度、貸款、存款證明或其他金融工具,包括發卡機構供合資格持卡人使用的證明文件或帳單。

「獲授權網約車出行公司」是指根據法律規定,獲准在本地區經營乘客運送服務的公司。

「**商業項目」**是指用於購買、銷售、推銷或分發貨物或服務的項目(包括但不限於說明書、軟件、數據、傳真、樣本、附屬材料等)。

「**汽車共享**」是一種車輛租賃模式,使用者可在一段短時間內租用車輛,而使用者是已被事先核准駕駛該租 用車輛的成員。

「**持卡人」/「您」/「您的」**是指所有持有合資格卡的個人,包括該合資格卡所在發卡機構同一帳戶中的附屬 卡持卡人。

「**承保行程**」是指合資格持卡人使用獲授權網約車出行公司的應用程式預訂,並使用在該獲授權網約車出行公司註冊的合資格卡支付合資格持卡人應付的全數運輸費用的行程。

「盡職審查」是指在相同或類似情況下,由謹慎的負責人員專注、謹慎地採取所有警惕性活動,以保護任何個人財物免於遺失或遭竊。

「合資格卡」是指參與本計劃的發卡機構發行的萬事達钛金信用卡。

「合資格持卡人」是指持有合資格卡、有權收取款項或《保險摘要》中規定的其他福利的持卡人。

「保險公司」/「我們」/「我們的」是 AIG Asia Pacific Insurance Pte. Ltd.

「**發卡機構**」是指經萬事達卡授權可在*區域*營運萬事達卡計劃,以及為*持卡人*提供保險服務的實體。

「每案索償限額」是指網約車出行險在承保行程中提供的最高保險金額。

「個人財物」是指合資格持卡人在承保行程中,由合資格持卡人持有和在網約車出行承運工具裡攜帶的任何 有形個人財物,而此類財物不屬於第五部分的不保項目。

「保險單」指保險單持有人與保險公司之間的保險合約。

「保險單持有人」是指萬事達卡亞洲/太平洋私人有限公司。

「承保期」「承保期」是指从2021年1月8日开始至保单终止的期限。

「網約車出行」是指合資格持卡人在承保行程中使用的交通方法。網約車出行承運工具必須由或經由獲授權網約車出行公司僱用。網約車出行承運工具不包括街頭的士、豪華轎車、鐵路或通勤巴士線路、私人汽車、租賃汽車或用於汽車共享的車輛。

「遭竊」是指未經持卡人同意而非法、故意及不誠實地從持卡人處取走的個人財物。

「區域」是指合資格卡發行的國家或地區,在此情況下,是指香港。

## 第二部分、 單次承保期

合資格持卡人進入網約車出行承運工具進行承保行程時,便立即開始承保。在合資格持卡人每次到達他/她的目的地後,或離開網約車出行承運工具之前,承保就會結束。

## 第三部分個人終止

本合約對合資格持卡人的承保會於以下最早日期終止:

- 1. 合資格持卡人不再符合資格參與本計劃的日期;
- 2. 發卡機構將合資格卡定義為不合資格的日期;
- 3. 發卡機構停止支付保險費的日期;
- 4. 發卡機構停止參與信託的日期;或
- 5. 保險單終止的日期。

## 第四部分、 承保範圍說明

#### 個人財物遺失或遭竊

本承保適用於合資格持卡人在承保行程中乘坐的網約車出行承運工具內永久遺失或遭竊的個人財物。合資格持卡人必須時刻履行盡職審查來保護、保存及追回個人財物。

承保僅次於並超過網約車出行承運工具、獲授權網約車出行公司或涵蓋個人財產的其他保險承保的金額。在 任何情況下,承保均不適用於作為分攤保險。此「免分攤」條款將優先於其他保險或賠償語言中的「免分攤」 條款。

此承保賠償金額為由網約車出行承運工具、獲授權網約車出行公司支付款項和索償金額或可達《保險摘要》 所述限額的其他福利之間的差額。賠償金額將低於下列數額:

- 1. 的實際購買價格;或
- 2. 扣除折舊後個人財物損失或遭竊時的實際現金價值;或
- 3. 替換該物件的成本。

每張合資格卡的最高賠償責任不得超過《保險摘要》中所述的累積上限。

## 第五部分、不保事項

## 甲、財物

以下個人財物不包括在內:

- 1. 隱形眼鏡、助聽器、假牙、牙橋或義肢。
- 2. 貨幣、證券、信用卡、支票、旅行支票、簽證、流通票據。
- 3. 門票、文件(旅行或其他)、鑰匙、硬幣、契據、古董金銀條、任何種類的收藏品(例如供人們收 集或長期收藏的物品)、郵票、易腐品、消耗品、銀器、毛皮、植物、灌木、香水、珠寶、藝術品、 地毯;動物;傢俱或稀有或貴金屬。
- 4. 網約車出行承運工具或獲授權網約車出行公司承保範圍中的不保事項。
- 5. 商業項目。
- 6. 運動設備或樂器。

7. 所有類型的儲存數據或音樂(包括但不限於電腦軟件、影碟、錄像帶、光碟、錄音帶和電影)。

## 乙、損失

承保範圍不適用於以下**個人財物**損失或遭竊:

- 1. 被任何政府或公共主管當局沒收或徵用,或被海關或其他官員拘留所導致。
- 2. 因戰爭(不論有否宣佈戰爭)、入侵、外敵行為、敵對行動、內戰、叛亂、暴動、武裝或篡權所導 致。
- 3. 在為運動、比賽或娛樂活動而租用或使用的承運工具上,或為購買體育、遊戲、比賽、觀光、觀察 或娛樂活動而經營或維護的承運工具上,不論該承運工具是否已獲許可。
- 4. 合資格持卡人的故意疏忽行為或遺漏所導致。
- 5. 因戰爭或任何類型的敵對行動(例如,入侵、叛亂,或暴動)所導致。
- 6. 非法活動或行為、欺詐、政府、公共主管當局或海關官員沒收違禁品或所導致的損失。
- 7. 自然災害(包括但不限於洪水、颶風或地震)。
- 8. 無論是基於民事侵權行為或合約,還是基於任何責任理論,任何民事訴訟或其他法律程序中,由承 保損失引起的或與之有關的任何性質的間接或直接損害或損失。
- 9. 戰爭與恐怖主義活動:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 戰事入侵、外敵行為、敵對行動或好戰行動(不論有否宣佈戰爭)、內戰、叛變、叛亂、革命、 暴動、軍事或人民起義或篡奪權力;或
  - 任何恐怖主義行為和為控制、防止、制止,或以任何其他方式採取的任何與恐怖主義行為有關 的行動。
- 10. 核危機:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 任何核燃料或核
  - 燃料燃燒產生的任何核廢物造成的電離輻射或放射性污染,包括核分裂的任何自持過程;或
  - 使用任何核武器原料
- 11. 緊急狀況:在地方當局宣布的緊急狀態存在時發生,由上述任何事件或通過其結果或直接或間接造成的任何損失或其他意外事件(無論是否發生在身體上,或者其他事件),除非**您**證明該損失或其他意外事件的發生與地方當局宣布的緊急狀態無關。

## 第六部分、承保條件

- 1. 一**對與一組**:如果某件丟失或*遭竊*物品是構成一對或一組物品的一部分,*我們*將支付不多於任何可能丟失或*遭竊*的特定部分的價值,或不會支付超過該丟失或*遭竊*物品的在一對或一組物品中的按比例價值。
- 2. **退還**:如果我們為任何遭竊的項目向您作出賠償,您必須在遭竊物品被退還時立即通知我們。在這種情況下,您可以有兩個選擇:(i)遭竊物品退還給您,而您向我們退還給您支付的賠償,或(ii)您將遭竊物品交給我們,而這將成為我們的財產。
- 3. **賠償支付:**保險公司須向香港合資格持卡人支付所有須付款項,而該等款項須受現行新加坡法律及規例 所規限。
- 4. **欺詐性索償**: 如果保險公司判定某項索償為詐騙,則保險公司將不負賠償責任,且保險公司有權沒收該 項欺詐性索償所支付的所有款項。
- 5. **合法權利**: 您將與我們合作並幫助我們執行您或我們對您根據本保單提出的任何索賠可能擁有的任何合法權利。
- 6. 管轄法律和司法管轄權:本保險單受新加坡法律規範,並按新加坡法律解釋。 任何爭議都將受到新加坡 法院的專屬管轄。

- 7. **制裁**: 如果保險公司提供任何承保或賠償將違反任何制裁法律或法規,使保險公司、其母公司或其最終控制實體面臨任何制裁法律或法規規定的罰款,則保險公司將不會提供該承保或付款。
- 8. **第三方權利**: 只有保險單持有人、合資格持卡人及保險公司可強制執行本保險單賦予他們的權利,除為施行此目的外,特此排除《合約 (第三方權利)條例》。
- 9. **數據保護:**您承認根據本政策,我們將需要收集您的個人數據。有關我們如何處理您的個人數據以及了解您對某些信息可能擁有的權利的更多信息,請參閱以下鏈接提供的隱私權聲明("隱私權聲明"): www.aig.sg/privacy。提出索賠,即表示您同意我們可以根據隱私聲明以及隱私聲明中規定的目的收集, 使用和披露您的個人數據。我們可能會(包括向海外實體)披露您的個人數據,以:
  - 我們的集團公司;
  - 我們集團公司的服務提供商,再保險公司和任何業務合作夥伴;
  - 經紀人,您的授權代理商或代表以及其他金融機構;和
  - 監管機構或爭議解決機構,例如法院或其他爭議解決論壇。

## 我們收集,使用,處理和披露您的個人數據的目的包括:

- 處理,包銷,管理和管理您與我們的關係;
- 審計,合規,調查和檢查目的以及處理法規或政府查詢;
- 遵守法律或法規義務,風險管理程序和我們的內部政策;
- 管理我們的基礎設施和業務運營;和
- 進行市場研究,分析和滿意度調查。

## 第七部分、 損失發生後應採取的行動

## 1. 索償通知書

索償書面通知不得遲於損失或損害發生之日起三十(30)天發出。如果在損失或損害發生之日起的三十(30)天內未發出通知,則可能導致索償被拒絕。遞交網上索償申請,請登入 https://hk.mycardbenefits.com 或郵寄索償通知書至:

#### AIG Asia Pacific Insurance Pte. Ltd.

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

客戶服務中心營業時間:星期一至五(公眾假期除外)上午8時30分至下午5時30分

服務使用語言:英語 電郵: APAC.Mastercard@aig.com

#### 2. 損失發生後應採取的行動

## **您**必須:

- a. 在發現損失後 24 小時內聯繫我們;
- b. 向獲授權網約車出行公司提交的索賠或報告的副本及其調查結果;
- c. 獲授權網約車出行公司的收據副本,當中列明行程的詳細資料,包括日期、時間和支付款項;
- d. 我們可能會要求您提供其他相關文件。

# MASTERCARD HONG KONG AEON Credit Service (Asia) Co. Ltd Rideshare Insurance Terms and Conditions

SUMMARY OF COVER	
The Policyholder	Mastercard Asia/Pacific Pte Ltd
Effective Date	08 January 2021
Eligible Cards	Titanium Credit

Insurance Coverage	Maximum Benefit Amount (USD)
Rideshare Insurance	Per Trip Limit: 100 Aggregate Limit: 200

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

#### **PART I. DEFINITIONS**

Definitions have the specific meanings set forth below and are capitalized throughout the Policy.

**Account** means any credit card, debit card, checking account, line of credit, loan, certificate of deposit or other financial instrument, including supporting statements or bills issued by the Issuer for use by Eligible Cardholders.

**Authorized Rideshare Company** means the companies authorized to operate in the Territory under a current license as required by law for the conveyance of passengers.

**Business Items** means items that are used in the purchase, sale, promotion, or distribution of goods or services (including but not limited to manuals, software, data, facsimile, samples, collateral materials, etc.).

**Car Sharing** means a model of vehicle rental where users can rent vehicles for short periods of time and users are members that have been pre-approved to drive the rented vehicle.

**Cardholder(s) / You / Your** means all individuals who have been issued an Eligible Card, including supplementary Cardholders on the same account where such Eligible Card is issued by a participating Issuer.

**Covered Trip** means a trip for which the Eligible Cardholder books a trip using the Authorized Rideshare Company's application and charges the full amount of the Eligible Cardholder's portion of the cost of transportation to the Eligible Card registered with the Authorized Rideshare Company.

**Due Diligence** means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect any Personal Property from loss or theft.

Eligible Card means a participating Issuer's Mastercard Titanium Credit cards.

**Eligible Cardholder(s)** means the Cardholder with an Eligible Card who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover.

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

**Issuer** means an 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 Rideshare Insurance for a Covered Trip.

**Personal Property** means any tangible personal property owned by the Eligible Cardholder that the Eligible Cardholder takes in the Rideshare carrier's vehicle during a Covered Trip, which is not excluded under Part V.

**Policy** means the contract of insurance between the Policyholder and Insurer.

**Policyholder** means Mastercard Asia/Pacific Pte. Ltd.

Policy Period means the period beginning from 08 January 2021 and until the Policy is terminated.

**Rideshare** means the method of transportation used by the Eligible Cardholder for travel on a Covered Trip. The Rideshare carrier must work for or be hired through an Authorized Rideshare Company. Rideshare carrier does not include street-hailed taxis, limousines, rail or commuter bus lines, personal automobiles, rental cars, or vehicles intended for Car Sharing.

Stolen means Personal Property that is unlawfully, intentionally and dishonestly taken from the Cardholder without their consent.

**Territory** means the country or region in which Eligible Cards are issued, in this case, Hong Kong.

#### PART II. INDIVIDUAL COVERAGE PERIOD

An Eligible Cardholder's coverage begins immediately after an Eligible Cardholder enters a Rideshare carrier while traveling on a Covered Trip. The coverage ends each time the Eligible Cardholder reaches his or her destination prior to exiting the Rideshare carrier.

#### PART III. INDIVIDUAL TERMINATION

An Eligible Cardholder's coverage under this agreement shall terminate on the earliest of:

- 1. the date the Eligible Cardholder is no longer eligible to participate;
- 2. the date the Eligible Card is defined as ineligible by the Issuer;
- 3. the date the Issuer ceases to pay premium;
- 4. the date the Issuer ceases to participate in the Trust; or
- 5. the date the Policy is terminated.

#### PART IV. DESCRIPTION OF COVERAGE

#### **Lost or Stolen Personal Property**

This coverage applies to an Eligible Cardholder's permanently lost or stolen Personal Property within the Rideshare carrier's vehicle during a Covered Trip. The Eligible Cardholder must use Due Diligence to protect, save and recover Personal Property at all times.

Coverage is secondary to and in excess of amounts covered by the Rideshare carrier, the Authorized Rideshare Company or other benefits that covers the Personal Property. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over the "noncontribution" clauses found in other insurance or indemnity language.

This coverage pays the difference between the value of the amount claimed and the payments from the Rideshare carrier, the Authorized Rideshare Company or other benefit up to the limit stated in the Summary of Cover. The value of the amount claimed will be the lesser of the following:

- 1. the actual purchase price of the item; or
- 2. the actual cash value at the time of loss or theft of Personal Property with deduction for depreciation; or
- 3. the cost to replace the item.

The maximum liability per Eligible Card shall not exceed the Aggregate Limit stated in the Summary of Cover.

#### PART V. EXCLUSIONS

#### A. Property.

The following personal property is not covered:

- 1. Contact lenses, hearing aids, artificial teeth, dental bridges or prosthetic limbs.
- Money, securities, credit cards, checks, traveler's checks, visas, negotiable instruments.
- 3. Tickets, documents (travel or otherwise), keys, coins, deeds, bullion antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectible), stamps, perishables, consumables, silverware, furs, plants, shrubs, perfume, jewelry, art, rugs and carpets; animals; household furniture or rare or precious metals.
- 4. Items excluded under the Rideshare Carrier's or Authorized Rideshare Company's coverage.
- 5. Business Items.
- 6. Sporting equipment or musical instruments.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film.

#### B. Losses.

Coverage does not apply to losses for lost or stolen Personal Property:

1. Arising from confiscation or expropriation by any government or public authority or detention by customs or other

officials.

- 2. Arising from war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power.
- 3. On any conveyance which is hired or used for sport, contest, or recreational activity, or is operated or maintained for the purchase of sport, gamesmanship, contest, sightseeing, observatory or recreational activity, regardless of whether such conveyance is licensed.
- 4. Resulting from the Eligible Cardholder's intentional, negligent acts or omissions.
- 5. Caused by war or hostilities of any kind (for example, invasion, rebellion, or insurrection).
- 6. Losses arising from illegal activities or acts, fraud, confiscation by any government, public authority or customs official, items of contraband.
- 7. Natural disaster (including but not limited to flood, hurricane, or earthquake).
- 8. Indirect or direct damages or losses of any nature, whether in tort or contract or based on any theory of liability, in any civil action or other legal proceeding arising from or related to a covered loss.
- War and Terrorism: We will not cover any loss damage, injury or liability directly or indirectly caused or contributed to by:
  - War invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or note), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising, or usurpation of power; or
  - Any act of terrorism and any action taken in controlling, preventing, suppressing or in any other way relating to any act of terrorism.
- 10. Nuclear Risks: We will not cover any loss, damage, injury or liability directly or indirectly caused or contributed to by:
  - ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear
  - fuel, including any self-sustaining process of nuclear fission; or
  - the use of any nuclear weapons material
- 11. State of Emergency: Any loss or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

#### PART VI. COVERAGE CONDITIONS

- 1. **Pair and Set:** Where an item lost or Stolen forms part of a pair or set, We will not pay more than the value of any particular part which may be lost or Stolen nor more than a proportionate value that the lost or Stolen item bears to the value of the pair or set.
- 2. **Recovery**: If We pay your claim for any item that was Stolen, You must inform Us immediately in the event the Stolen item is recovered. In such an event, there are two options available to You: (i) the recovered Stolen item is returned to You and You return the claim payment We made to You, or (ii) You hand over the recovered Stolen item to Us and it will become Our property.
- 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 in effect in Singapore.
- 4. **Legal Rights:** You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to any claim You make under the Policy.
- 5. **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.
- 6. **Governing Law and Jurisdiction:** This Policy is governed by and interpreted in accordance with the laws of Singapore. Any dispute will be subject to the exclusive jurisdiction of the courts of Singapore.
- 7. **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.
- 8. **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.

- 9. **Data Protection:** You acknowledge that pursuant to the Policy, We will need to collect Your Personal Data. For further information on how We process Your personal data and to understand what rights You may have regarding certain information, please see our privacy notices ("Privacy Notices") available at the following link: <a href="www.aig.sg/privacy">www.aig.sg/privacy</a>. By submitting a claim, You agree that We may collect, use and disclose Your Personal Data in accordance with the Privacy Notices and for purposes set out in the Privacy Notices. We may disclose Your Personal Data, including to entities overseas, to:
  - Our group companies;
  - Service providers, reinsurers, and any business partners of Our group companies;
  - Brokers, Your authorized agents or representatives, and other financial institutions; and
  - Regulatory authorities or dispute resolution bodies such as the courts or alternative dispute resolution forums.

The purposes for which we may collect, use, process and disclose Your Personal Data include:

- Processing, underwriting, administering and managing Your relationship with Us;
- Audit, compliance, investigation and inspection purposes and handling regulatory or government enquiries;
- Compliance with legal or regulatory obligations, risk management procedures and Our internal policies;
- Managing Our infrastructure and business operation; and
- Carrying out market research and analysis and satisfaction surveys.

#### PART VI. YOUR DUTIES AFTER A LOSS

#### 1. Notice of Claim

Written notice of claim must be given no later than thirty (30) days from the date of the loss or damage. Failure to give notice within (30) days from the date of the loss or damage may result in a denial of the claim. To file a claim, log on to <a href="https://hk.mycardbenefits.com">https://hk.mycardbenefits.com</a> 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 Email: APAC.Mastercard@aig.com

## 2. Duties after a Loss

You must:

- a. Contact Us within 24 hours of Your discovering a loss;
- b. A copy of a claim or report filed with the Authorized Rideshare Company and result of their investigation;
- c. A copy of the Authorized Rideshare Company receipt showing the details of the trip including date, time and fare payment made;
- d. Any other relevant documents We may ask You to provide.

## 萬事達卡(Mastercard)香港 AEON Credit Service (Asia) Co. Ltd. 網約車出行險(Rideshare Insurance) 條款及細則

《保險摘要》	
保險單持有人	萬事達卡亞洲/太平洋私人有限公司
承保期的开始日期	2021年1月8日
合資格卡	白金信用卡

承保範圍	最高保險金額(美元)
網約車出行險(Rideshare Insurance)	每程上限: 100 累積上限: 200

本《保險摘要》中所述的保額上限以美元(USD)計算。 賠償金額以當地貨幣支付,並按 支付當天的匯率計算。

## 第一部分、定義

定義具有以下具體含義,並在保險單中以粗體表示。

「**帳戶**」是指任何信用卡、借記卡、支票帳戶、信用額度、貸款、存款證明或其他金融工具,包括發卡機構供合資格持卡人使用的證明文件或帳單。

「獲授權網約車出行公司」是指根據法律規定,獲准在本地區經營乘客運送服務的公司。

「**商業項目」**是指用於購買、銷售、推銷或分發貨物或服務的項目(包括但不限於說明書、軟件、數據、傳真、樣本、附屬材料等)。

「**汽車共享**」是一種車輛租賃模式,使用者可在一段短時間內租用車輛,而使用者是已被事先核准駕駛該租 用車輛的成員。

「**持卡人」/「您」/「您的」**是指所有持有合資格卡的個人,包括該合資格卡所在發卡機構同一帳戶中的附屬卡持卡人。

「**承保行程**」是指合資格持卡人使用獲授權網約車出行公司的應用程式預訂,並使用在該獲授權網約車出行公司註冊的合資格卡支付合資格持卡人應付的全數運輸費用的行程。

「盡職審查」是指在相同或類似情況下,由謹慎的負責人員專注、謹慎地採取所有警惕性活動,以保護任何個人財物免於遺失或遭竊。

「合資格卡」是指參與本計劃的發卡機構發行的萬事達白金信用卡。

**「合資格持卡人」**是指持有合資格卡、有權收取款項或《保險摘要》中規定的其他福利的持卡人。

「保險公司」/「我們」/「我們的」是 AIG Asia Pacific Insurance Pte. Ltd.

「**發卡機構**」是指經萬事達卡授權可在*區域*營運萬事達卡計劃,以及為*持卡人*提供保險服務的實體。

「每案索償限額」是指網約車出行險在承保行程中提供的最高保險金額。

「個人財物」是指合資格持卡人在承保行程中,由合資格持卡人持有和在網約車出行承運工具裡攜帶的任何 有形個人財物,而此類財物不屬於第五部分的不保項目。

「保險單」指保險單持有人與保險公司之間的保險合約。

「**保險單持有人**」是指萬事達卡亞洲/太平洋私人有限公司。

「承保期」是指从2021年1月8日开始至保单终止的期限。

「網約車出行」是指合資格持卡人在承保行程中使用的交通方法。網約車出行承運工具必須由或經由獲授權網約車出行公司僱用。網約車出行承運工具不包括街頭的士、豪華轎車、鐵路或通勤巴士線路、私人汽車、

租賃汽車或用於汽車共享的車輛。

「遭竊」是指未經持卡人同意而非法、故意及不誠實地從持卡人處取走的個人財物。

「區域」是指合資格卡發行的國家或地區,在此情況下,是指香港。

## 第二部分、 單次承保期

合資格持卡人進入網約車出行承運工具進行承保行程時,便立即開始承保。在合資格持卡人每次到達他/她的目的地後,或離開網約車出行承運工具之前,承保就會結束。

## 第三部分個人終止

本合約對合資格持卡人的承保會於以下最早日期終止:

- 1. 合資格持卡人不再符合資格參與本計劃的日期;
- 2. 發卡機構將合資格卡定義為不合資格的日期;
- 3. 發卡機構停止支付保險費的日期;
- 4. 發卡機構停止參與信託的日期;或
- 5. 保險單終止的日期。

## 第四部分、 承保範圍說明

## 個人財物遺失或遭竊

本承保適用於合資格持卡人在承保行程中乘坐的網約車出行承運工具內永久遺失或遭竊的個人財物。合資格持卡人必須時刻履行盡職審查來保護、保存及追回個人財物。

承保僅次於並超過網約車出行承運工具、獲授權網約車出行公司或涵蓋個人財產的其他保險承保的金額。在 任何情況下,承保均不適用於作為分攤保險。此「免分攤」條款將優先於其他保險或賠償語言中的「免分攤」 條款。

此承保賠償金額為由網約車出行承運工具、獲授權網約車出行公司支付款項和索償金額或可達《保險摘要》 所述限額的其他福利之間的差額。賠償金額將低於下列數額:

- 1. 的實際購買價格;或
- 2. 扣除折舊後個人財物損失或遭竊時的實際現金價值;或
- 3. 替換該物件的成本。

每張合資格卡的最高賠償責任不得超過《保險摘要》中所述的累積上限。

## 第五部分、不保事項

## <u> 甲、財物</u>

以下個人財物不包括在內:

- 1. 隱形眼鏡、助聽器、假牙、牙橋或義肢。
- 2. 貨幣、證券、信用卡、支票、旅行支票、簽證、流通票據。
- 3. 門票、文件(旅行或其他)、鑰匙、硬幣、契據、古董金銀條、任何種類的收藏品(例如供人們收 集或長期收藏的物品)、郵票、易腐品、消耗品、銀器、毛皮、植物、灌木、香水、珠寶、藝術品、 地毯;動物;傢俱或稀有或貴金屬。
- 4. 網約車出行承運工具或獲授權網約車出行公司承保範圍中的不保事項。
- 5. 商業項目。

- 6. 運動設備或樂器。
- 7. 所有類型的儲存數據或音樂(包括但不限於電腦軟件、影碟、錄像帶、光碟、錄音帶和電影)。

## 乙、損失

承保範圍不適用於以下**個人財物**損失或遭竊:

- 1. 被任何政府或公共主管當局沒收或徵用,或被海關或其他官員拘留所導致。
- 2. 因戰爭(不論有否宣佈戰爭)、入侵、外敵行為、敵對行動、內戰、叛亂、暴動、武裝或篡權所導致。
- 3. 在為運動、比賽或娛樂活動而租用或使用的承運工具上,或為購買體育、遊戲、比賽、觀光、觀察 或娛樂活動而經營或維護的承運工具上,不論該承運工具是否已獲許可。
- 4. 合資格持卡人的故意疏忽行為或遺漏所導致。
- 5. 因戰爭或任何類型的敵對行動(例如,入侵、叛亂,或暴動)所導致。
- 6. 非法活動或行為、欺詐、政府、公共主管當局或海關官員沒收違禁品或所導致的損失。
- 7. 自然災害(包括但不限於洪水、颶風或地震)。
- 8. 無論是基於民事侵權行為或合約,還是基於任何責任理論,任何民事訴訟或其他法律程序中,由承保損失引起的或與之有關的任何性質的間接或直接損害或損失。
- 9. 戰爭與恐怖主義活動:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 戰事入侵、外敵行為、敵對行動或好戰行動(不論有否宣佈戰爭)、內戰、叛變、叛亂、革命、 暴動、軍事或人民起義或篡奪權力;或
  - 任何恐怖主義行為和為控制、防止、制止,或以任何其他方式採取的任何與恐怖主義行為有關 的行動。
- 10. 核危機:我們不會賠償因下列直接或間接原因造成或促成的任何損失、損害、傷害或責任:
  - 任何核燃料或核
  - 燃料燃燒產生的任何核廢物造成的電離輻射或放射性污染,包括核分裂的任何自持過程;或
  - 使用任何核武器原料
- 11. 緊急狀況:在地方當局宣布的緊急狀態存在時發生,由上述任何事件或通過其結果或直接或間接造成的任何損失或其他意外事件(無論是否發生在身體上,或者其他事件),除非**您**證明該損失或其他意外事件的發生與地方當局宣布的緊急狀態無關。

## 第六部分、 承保條件

- 1. 一**對與一組**:如果某件丟失或*遭竊*物品是構成一對或一組物品的一部分,*我們*將支付不多於任何可能丟 失或*遭竊*的特定部分的價值,或不會支付超過該丟失或*遭竊*物品的在一對或一組物品中的按比例價值。
- 2. **退還**:如果我們為任何遭竊的項目向您作出賠償,您必須在遭竊物品被退還時立即通知我們。在這種情況下,您可以有兩個選擇:(i)遭竊物品退還給您,而您向我們退還給您支付的賠償,或(ii)您將遭竊物品交給我們,而這將成為我們的財產。
- 3. **賠償支付:**保險公司須向香港合資格持卡人支付所有須付款項,而該等款項須受現行新加坡法律及規例 所規限。
- 4. **欺詐性索償**: 如果保險公司判定某項索償為詐騙,則保險公司將不負賠償責任,且保險公司有權沒收該 項欺詐性索償所支付的所有款項。
- 5. **合法權利:** 您將與我們合作並幫助我們執行您或我們對您根據本保單提出的任何索賠可能擁有的任何合法權利。
- 6. 管轄法律和司法管轄權:本保險單受新加坡法律規範,並按新加坡法律解釋。 任何爭議都將受到新加坡

法院的專屬管轄。

- 7. **制裁**: 如果保險公司提供任何承保或賠償將違反任何制裁法律或法規,使保險公司、其母公司或其最終控制實體面臨任何制裁法律或法規規定的罰款,則保險公司將不會提供該承保或付款。
- 8. **第三方權利**: 只有保險單持有人、合資格持卡人及保險公司可強制執行本保險單賦予他們的權利,除為施行此目的外,特此排除《合約 (第三方權利)條例》。
- 9. **數據保護**:您承認根據本政策,我們將需要收集您的個人數據。有關我們如何處理您的個人數據以及了解您對某些信息可能擁有的權利的更多信息,請參閱以下鏈接提供的隱私權聲明("隱私權聲明"): www.aig.sg/privacy。提出索賠,即表示您同意我們可以根據隱私聲明以及隱私聲明中規定的目的收集, 使用和披露您的個人數據。我們可能會(包括向海外實體)披露您的個人數據,以:
  - 我們的集團公司;
  - 我們集團公司的服務提供商,再保險公司和任何業務合作夥伴;
  - 經紀人,您的授權代理商或代表以及其他金融機構;和
  - 監管機構或爭議解決機構,例如法院或其他爭議解決論壇。

我們收集,使用,處理和披露您的個人數據的目的包括:

- 處理,包銷,管理和管理您與我們的關係;
- 審計,合規,調查和檢查目的以及處理法規或政府查詢;
- 遵守法律或法規義務,風險管理程序和我們的內部政策;
- 管理我們的基礎設施和業務運營;和
- 進行市場研究,分析和滿意度調查。

## 第七部分、 損失發生後應採取的行動

## 1. 索償通知書

索償書面通知不得遲於損失或損害發生之日起三十(30)天發出。如果在損失或損害發生之日起的三十(30)天內未發出通知,則可能導致索償被拒絕。遞交網上索償申請,請登入 https://hk.mycardbenefits.com 或郵寄索償通知書至:

#### AIG Asia Pacific Insurance Pte. Ltd.

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

客戶服務中心營業時間:星期一至五(公眾假期除外)上午8時30分至下午5時30分

服務使用語言:英語 電郵: APAC.Mastercard@aig.com

## 2. 損失發生後應採取的行動

**您**必須:

- a. 在發現損失後 24 小時內聯繫我們;
- b. 向獲授權網約車出行公司提交的索賠或報告的副本及其調查結果;
- c. 獲授權網約車出行公司的收據副本,當中列明行程的詳細資料,包括日期、時間和支付款項;
- d. 我們可能會要求您提供其他相關文件。

# MASTERCARD HONG KONG AEON Credit Service (Asia) Co. Ltd. Rideshare Insurance Terms and Conditions

SUMMARY OF COVER	
The Policyholder	Mastercard Asia/Pacific Pte Ltd
Effective Date	08 January 2021
Eligible Cards	Platinum Credit

Insurance Coverage	Maximum Benefit Amount (USD)
Rideshare Insurance	Per Trip Limit: 100 Aggregate Limit: 200

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

#### **PART I. DEFINITIONS**

Definitions have the specific meanings set forth below and are capitalized throughout the Policy.

**Account** means any credit card, debit card, checking account, line of credit, loan, certificate of deposit or other financial instrument, including supporting statements or bills issued by the Issuer for use by Eligible Cardholders.

**Authorized Rideshare Company** means the companies authorized to operate in the Territory under a current license as required by law for the conveyance of passengers.

**Business Items** means items that are used in the purchase, sale, promotion, or distribution of goods or services (including but not limited to manuals, software, data, facsimile, samples, collateral materials, etc.).

**Car Sharing** means a model of vehicle rental where users can rent vehicles for short periods of time and users are members that have been pre-approved to drive the rented vehicle.

Cardholder(s) / You / Your means all individuals who have been issued an Eligible Card, including supplementary Cardholders on the same account where such Eligible Card is issued by a participating Issuer.

**Covered Trip** means a trip for which the Eligible Cardholder books a trip using the Authorized Rideshare Company's application and charges the full amount of the Eligible Cardholder's portion of the cost of transportation to the Eligible Card registered with the Authorized Rideshare Company.

**Due Diligence** means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect any Personal Property from loss or theft.

Eligible Card means a participating Issuer's Mastercard Platinum Credit cards.

**Eligible Cardholder(s)** means the Cardholder with an Eligible Card who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover.

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

**Issuer** means an 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 Rideshare Insurance for a Covered Trip.

**Personal Property** means any tangible personal property owned by the Eligible Cardholder that the Eligible Cardholder takes in the Rideshare carrier's vehicle during a Covered Trip, which is not excluded under Part V.

**Policy** means the contract of insurance between the Policyholder and Insurer.

**Policyholder** means Mastercard Asia/Pacific Pte. Ltd.

Policy Period means the period beginning from 08 January 2021 and until the Policy is terminated.

**Rideshare** means the method of transportation used by the Eligible Cardholder for travel on a Covered Trip. The Rideshare carrier must work for or be hired through an Authorized Rideshare Company. Rideshare carrier does not include street-hailed taxis, limousines, rail or commuter bus lines, personal automobiles, rental cars, or vehicles intended for Car Sharing.

Stolen means Personal Property that is unlawfully, intentionally and dishonestly taken from the Cardholder without their consent.

Territory means the country or region in which Eligible Cards are issued, in this case, Hong Kong.

#### PART II. INDIVIDUAL COVERAGE PERIOD

An Eligible Cardholder's coverage begins immediately after an Eligible Cardholder enters a Rideshare carrier while traveling on a Covered Trip. The coverage ends each time the Eligible Cardholder reaches his or her destination prior to exiting the Rideshare carrier.

#### PART III. INDIVIDUAL TERMINATION

An Eligible Cardholder's coverage under this agreement shall terminate on the earliest of:

- 1. the date the Eligible Cardholder is no longer eligible to participate;
- 2. the date the Eligible Card is defined as ineligible by the Issuer;
- 3. the date the Issuer ceases to pay premium;
- 4. the date the Issuer ceases to participate in the Trust; or
- 5. the date the Policy is terminated.

#### PART IV. DESCRIPTION OF COVERAGE

#### **Lost or Stolen Personal Property**

This coverage applies to an Eligible Cardholder's permanently lost or stolen Personal Property within the Rideshare carrier's vehicle during a Covered Trip. The Eligible Cardholder must use Due Diligence to protect, save and recover Personal Property at all times.

Coverage is secondary to and in excess of amounts covered by the Rideshare carrier, the Authorized Rideshare Company or other benefits that covers the Personal Property. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over the "noncontribution" clauses found in other insurance or indemnity language.

This coverage pays the difference between the value of the amount claimed and the payments from the Rideshare carrier, the Authorized Rideshare Company or other benefit up to the limit stated in the Summary of Cover. The value of the amount claimed will be the lesser of the following:

- 1. the actual purchase price of the item; or
- 2. the actual cash value at the time of loss or theft of Personal Property with deduction for depreciation; or
- 3. the cost to replace the item.

The maximum liability per Eligible Card shall not exceed the Aggregate Limit stated in the Summary of Cover.

#### PART V. EXCLUSIONS

#### A. Property.

The following personal property is not covered:

- 1. Contact lenses, hearing aids, artificial teeth, dental bridges or prosthetic limbs.
- Money, securities, credit cards, checks, traveler's checks, visas, negotiable instruments.
- 3. Tickets, documents (travel or otherwise), keys, coins, deeds, bullion antique items, collectibles of any kind (such as items designed for people to collect or items that over time become collectible), stamps, perishables, consumables, silverware, furs, plants, shrubs, perfume, jewelry, art, rugs and carpets; animals; household furniture or rare or precious metals.
- 4. Items excluded under the Rideshare Carrier's or Authorized Rideshare Company's coverage.
- 5. Business Items.
- 6. Sporting equipment or musical instruments.
- **7.** All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes, and film.

#### B. Losses.

Coverage does not apply to losses for lost or stolen Personal Property:

1. Arising from confiscation or expropriation by any government or public authority or detention by customs or other

officials.

- 2. Arising from war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, insurrection, military or usurped power.
- 3. On any conveyance which is hired or used for sport, contest, or recreational activity, or is operated or maintained for the purchase of sport, gamesmanship, contest, sightseeing, observatory or recreational activity, regardless of whether such conveyance is licensed.
- Resulting from the Eligible Cardholder's intentional, negligent acts or omissions.
- 5. Caused by war or hostilities of any kind (for example, invasion, rebellion, or insurrection).
- 6. Losses arising from illegal activities or acts, fraud, confiscation by any government, public authority or customs official, items of contraband.
- 7. Natural disaster (including but not limited to flood, hurricane, or earthquake).
- 8. Indirect or direct damages or losses of any nature, whether in tort or contract or based on any theory of liability, in any civil action or other legal proceeding arising from or related to a covered loss.
- 9. War and Terrorism: We will not cover any loss damage, injury or liability directly or indirectly caused or contributed to by:
  - War invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or note), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising, or usurpation of power; or
  - Any act of terrorism and any action taken in controlling, preventing, suppressing or in any other way relating to any act of terrorism.
- 10. Nuclear Risks: We will not cover any loss, damage, injury or liability directly or indirectly caused or contributed to by:
  - ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear
  - fuel, including any self-sustaining process of nuclear fission; or
  - the use of any nuclear weapons material
- 11. State of Emergency: Any loss or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

#### PART VI. COVERAGE CONDITIONS

- 1. **Pair and Set:** Where an item lost or Stolen forms part of a pair or set, We will not pay more than the value of any particular part which may be lost or Stolen nor more than a proportionate value that the lost or Stolen item bears to the value of the pair or set.
- 2. **Recovery**: If We pay your claim for any item that was Stolen, You must inform Us immediately in the event the Stolen item is recovered. In such an event, there are two options available to You: (i) the recovered Stolen item is returned to You and You return the claim payment We made to You, or (ii) You hand over the recovered Stolen item to Us and it will become Our property.
- 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 in effect in Singapore.
- 4. **Legal Rights:** You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to any claim You make under the Policy.
- 5. **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.
- 6. **Governing Law and Jurisdiction:** This Policy is governed by and interpreted in accordance with the laws of Singapore. Any dispute will be subject to the exclusive jurisdiction of the courts of Singapore.
- 7. **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.
- 8. **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.

- 9. **Data Protection:** You acknowledge that pursuant to the Policy, We will need to collect Your Personal Data. For further information on how We process Your personal data and to understand what rights You may have regarding certain information, please see our privacy notices ("Privacy Notices") available at the following link: <a href="www.aig.sg/privacy">www.aig.sg/privacy</a>. By submitting a claim, You agree that We may collect, use and disclose Your Personal Data in accordance with the Privacy Notices and for purposes set out in the Privacy Notices. We may disclose Your Personal Data, including to entities overseas, to:
  - Our group companies;
  - Service providers, reinsurers, and any business partners of Our group companies;
  - Brokers, Your authorized agents or representatives, and other financial institutions; and
  - Regulatory authorities or dispute resolution bodies such as the courts or alternative dispute resolution forums.

The purposes for which we may collect, use, process and disclose Your Personal Data include:

- Processing, underwriting, administering and managing Your relationship with Us;
- Audit, compliance, investigation and inspection purposes and handling regulatory or government enquiries;
- Compliance with legal or regulatory obligations, risk management procedures and Our internal policies;
- Managing Our infrastructure and business operation; and
- Carrying out market research and analysis and satisfaction surveys.

#### PART VI. YOUR DUTIES AFTER A LOSS

#### 1. Notice of Claim

Written notice of claim must be given no later than thirty (30) days from the date of the loss or damage. Failure to give notice within (30) days from the date of the loss or damage may result in a denial of the claim. To file a claim, log on to <a href="https://hk.mycardbenefits.com">https://hk.mycardbenefits.com</a> 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 Email: APAC.Mastercard@aig.com

#### 2. Duties after a Loss

You must:

- a. Contact Us within 24 hours of Your discovering a loss;
- b. A copy of a claim or report filed with the Authorized Rideshare Company and result of their investigation;
- c. A copy of the Authorized Rideshare Company receipt showing the details of the trip including date, time and fare payment made;
- d. Any other relevant documents We may ask You to provide.