



Card Protection Select Terms and Conditions

Definitions

Abroad – outside of Hong Kong

Card – Your ATM (automatic teller machine), credit, charge or debit cards reported to Us before or at the time You report a Card Loss

Card Loss – loss by You or theft from You of a Card whilst you are away from Home during the Period of insurance

Card Not Present – where the Card is not physically in the presence of the retailer at the time the transaction is made, for example transactions made by internet, mail order, phone order or point of sale

Claim - any claim you make under this Policy

Communication Costs – the costs of any phone calls, faxes or letters reasonably incurred by You whilst reporting the Card Loss

Cover - the insurance cover and benefits available to You under this Policy

CPP – Card Protection Plan Limited (Registered in England No. 1490503) trading in Hong Kong as CPP with business registration number 34854540, acting as agent for the Insurer and whose address is GPO Box 12239, Hong Kong

Excess- means the first amount of each and every claim that must be paid by You

Family Plan – Card Protection Select that covers the Policyholder and up to three other Family Members

Family Member – Policyholder's spouse, parents or children under the age of 18 or under the age of 25 if in full time education, all of whom reside at the same Home as the Policyholder

Home - the place where You live, for which You have given Us the address before the Card Loss

Home Return Permit – Mainland Travel Permit for Hong Kong Residents (also known as China Re-Entry Permit)

Hong Kong – the Hong Kong Special Administrative Region, People's Republic of China

Important Personal Documents - Your passport, Hong Kong driving licence, Hong Kong identity card and Home Return Permit

Insurer – ACE Insurance Limited, whose registered office is at 25/F Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong

Issuer - the issuers of the Cards

Non-Personalized Stored Value Card – a Stored Value Card for which You have not provided your personal information to the issuer to identify You as the owner of that Stored Value Card

Pay Card – the card from which We will collect the Premium

Period of Insurance – each continuous twelve (12) month period, the first of which shall start on the Start Date and thereafter on each subsequent Renewal date (if applicable), unless Your Policy is cancelled or otherwise terminated.

Personalized Stored Value Card – a Stored Value Card for which You have provided the Issuer with Your personal details to enable them to identify You as the owner of that Stored Value Card

Policy – these terms and conditions and any changes made thereto

Policyholder – the person whose name appears on the Policy document

Premium – the total amount You must pay for the Cover under this Policy

Registered Card – any Card, the details of which You or the Issuer provide to Us, to which this Cover applies

Renewal Date – each one (1) year anniversary of the Start Date

Single Plan – Card Protection Select that covers only the Policyholder

Start Date – 12.01am Hong Kong time on the date which appears as the Policy Start Date on your Welcome Letter.

Stored Value Card – means the stored value card issued by Octopus Cards Limited

Unauthorised Use – use of the Card by someone else other than You following the Card Loss

Wallet or Purse – Your wallet or purse in which You kept the Cards at the time of the Card Loss and which was lost or stolen at the time of the Card Loss

We, Us, Our – CPP

Welcome Letter – means the letter which You are sent setting out the details of the Policy Number, the level of cover and the Policy Start Date

You, Your - the Policyholder and if applicable, the Family Members whose names have been provided to Us by the Policyholder

Your Contract with CPP

The Policyholder has a contract with CPP separate from the Policyholder's contract with the Insurer, under which CPP introduces the Policyholder to the Insurer and acts as intermediary in connection with the arranging of Your Cover. The obligation of CPP with the Policyholder in this regard is discharged by performance when the Policyholder takes up the Policy. All additional activities that CPP perform including the claims management and administration of this Cover are done as the agent of the Insurer. The obligations of the Insurer are ongoing for the duration of the Policy.



Your Policy

This Policy is a Single Plan and can be extended to a Family Plan. If the Policy is a Family Plan then all of the Family Members must live at the same Home as the Policyholder during the Period of Insurance.

The Cover shall be effective from the Start Date. No claim will be accepted for any Card Loss which occurs prior to the Start Date.

We will collect the Premiums from the Card that the Policyholder has told Us is the Pay Card. If We are not able to effect payment of the Premiums from the Pay Card, You agree that We can collect the Premiums from any alternative Registered Card at Our discretion.

We may communicate directly with You in providing the services and Cover under this Policy.

This Policy sets out the benefits that the Insurer will provide in return for Your Premium during the Period of Insurance. It also sets out all the definitions, conditions, limits of liability and exclusions that apply to Your Cover. It is therefore important that You carefully read and understand the Policy and the terms of Your Cover.

Your Cover is underwritten by ACE Insurance Limited, 25/F, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong.

Personal Data (Privacy) Ordinance - Personal Information Collection Statement:

Your Personal Details

We will use the information You provide to manage Your Policy, to collect Premiums when due and to process any Claim You make in connection with any Card Loss.

We may pass details of any Registered Card on to its Issuer so they can cancel it if You report the Card Loss to Us. When We do this We may need to tell the Issuer that You have a Policy with Us and disclose enough personal data to enable the Issuer to identify You on their systems.

If You report a Card Loss to Us, We will pass Your name and address and the details of the Card to the Issuer so that they can cancel it. We may ask the Issuers for details of changes in Your personal details so that We can update Our records.

In all these circumstances We may need to give Your details to the Issuers outside of Hong Kong, and by accepting the Policy You expressly consent to Us doing so without Us being required to first verify the applicable data protection laws of other countries.

We may also ask the Issuers to tell Us about changes in Your personal and financial details so We can update Your Policy records. This may include but is not limited to asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (for example, phone or fax numbers or email addresses).

We may pass Your personal information to Our approved suppliers so that We can send You correspondence. We and Our approved suppliers may also use Your personal information to contact You about goods and services that might interest You or invite You to take part in market research surveys. We may contact You by post, phone or e-mail. You agree that to avoid contacting You unnecessarily about products You may already have, We will compare Your details with information on prospect files prepared by our business partners so that We can remove You from these files. When We do this We may need to tell these business partners that You have a Policy with Us and disclose enough personal data to enable these business partners to identify You on these files.

By taking out this Policy, You consent that for the better performance of this contract We may transfer Your details outside of Hong Kong.

You have a right to see and request correction of all the information We hold about You. If You would like to see this information, please write to: The Compliance Manager, Card Protection Plan Limited, GPO Box 12239, Hong Kong

In accordance with the terms of the Personal Data (Privacy) Ordinance, CPP has the right to charge You a reasonable fee for the processing of any data access request.



Recording Calls

We may record any phone calls between You and Us. We do this to:

- provide a record of the instructions We have received from You;
- allow Us to monitor quality standards;
- help Us with staff training; and
- meet legal and regulatory requirements.

Cooling-off Period

The Policyholder has a right to cancel the Policy if the Policyholder decides it is not suitable. If the Policyholder decides to cancel within 21 days from the Start Date, please call Us on +852 2295 1828 and We will cancel the Policy immediately. As long as You have not made a Claim, We will refund the Premium paid. Refunds will not be applicable after this 21-day cooling-off period. Please note that there is no cooling-off period and You will not be entitled to a refund when You renew Your Policy.

Complaints

If at any time You want to tell Us about a problem with Your Policy, please call Us on +852 2295 1828 or You can write to Us at: The Complaints Manager, Card Protection Plan Limited, GPO Box 12239, Hong Kong and We will do Our best to answer Your query within ten working days.

Claims

If You need to make a Claim on Your Policy, please call Us any time on +852 2295 1828. We will then send You a claim form to fill in and return to Us. All Claims must be received within 60 days of the date of Card Loss. Please remember to include all the documents that We ask for, including original receipts (not photocopies) for any expenses claimed for. We will not be able to process Your Claims until We have received them.

A: General Conditions, Excess, Exclusions and Limits

A1: Conditions

Your Cover under this Policy depends on You meeting the following conditions.

- A1.1 You must meet all of the terms and conditions of the Policy. This applies to terms and conditions set out here and any others which may be changed or added to this Policy at a later date as notified to You in writing by Us or the Insurer. The Insurer reserves the right to modify the Policy and the terms of Cover according to prevailing circumstances.
- A1.2 You must provide Us with full and accurate information in connection with Your Cover and Policy.
- A1.3 You must follow Your Issuer's instructions and meet all their terms and conditions when using their Cards. We will not pay any Claim where the Issuer tells Us that You have not done this. The decision of Your Issuer will be final.
- A1.4 You must report any Card Loss to Us and the local police within 24 hours of discovering that Card Loss.
- A1.5 You must have a residential address in Hong Kong.

A2. Claim Conditions

- A2.1 All Claims must be received within 60 days of the date of Card Loss.
- A2.2 You may not make a Claim unless the Premium due has been paid in full
- A2.3 You must do all that You reasonably can to avoid having to make a Claim and to keep Your Claims as low as possible.
- A2.4 We will not consider any Claim for losses under B1, B2, B3 or B4.1 unless;
- You have reported the Card Loss to the local police, and
 - You have written evidence from the police of making a report, and
 - You have provided relevant receipts for the Claim.



- A2.5 We will not consider any Claim for losses under B4.2 in respect of the loss of a Personalized Stored Value card unless;
- You have reported the loss of any Personalized Stored Value card to the local police, and
 - You have written evidence from the police of making a report, and
 - You have provided relevant receipts for the Claim.
- A2.6 You must provide all the documents We ask for to support Your expenses and Claims under this Policy (for example, bank statements, foreign exchange receipts, phone bills).
- A2.7 In the event You become entitled to a refund or reimbursement of all or part of such expenses from any other sources, or if there is in place any other insurance against the events covered under this Section, We will only be liable for the extra amount unrecoverable from such other source or insurance

A3: Excess

Except in respect of section B2 below, the Excess applicable under this Policy shall be HK\$100 of each and every Claim.

A4: Exclusions

- A4.1 This Policy does not cover You if:
- You use a Card in a way which the Issuer does not allow; or
 - someone other than You who lives at Your Home uses the Card without Your permission.
- A4.2 Every effort will be made to provide You with the services according to the terms and conditions set out in B1.2, B6, B7 and B8 of this Policy. However, there may be times when it is not possible to provide the services or arrange the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of Our control, for which We cannot be held liable.
- A4.3 We shall not be held liable for losses suffered as a result of any act of God, natural disaster, civil war, terrorist act or any other similar occurrence. Where such instances affect Our ability to perform Our obligations to You under this Policy, the services We provide may be limited or restricted.

A5: Length of Policy and Premiums

- A5.1 This Policy provides Cover that begins on the Start Date and continues for the period up to the Renewal Date in return for the Premium. We will renew the Policy on the Renewal Date and debit the Pay Card unless You contact Us before that date and ask Us not to.
- A5.2 We reserve the right to change the Premium and/or benefits on each Renewal Date. However, neither the Premium nor the benefits will change without You being notified.
- A5.3 You must pay all Premium by the date the Premium is due.

A6: Cancelling This Policy

- A6.1 We may cancel Your Policy automatically if We do not receive Your Premium on the date it is due. However, if You then pay the Premium, We will reinstate the Policy from the Premium due date. The reinstated policy shall cover any Claims which occur after the date that We receive the payment of Premium.
- A6.2 We will cancel Your Policy automatically if You have at any time:
- given Us false or incomplete information;
 - agreed to help anyone try to take money from the Insurer dishonestly; or
 - failed to meet the terms and conditions of this Policy or failed to act openly and honestly towards Us or the Insurer.

A7: Other Insurance

If there is any other insurance which covers any of the benefits set out in this Policy, You must tell Us about this when You make a Claim. We will not be liable for any loss which at the time of the happening of such loss is insured by any other policy or policies except in respect of any excess payable under such other policy or policies subject to the limits set out herein.



A8: Dishonest Claims

If You make a Claim which is in any way dishonest, We will refuse to pay any benefit. If We pay benefit and later discover that Your Claim was dishonest, We will take any action necessary in order to recover any benefit that You have received

A9: Waiving Terms and Conditions

If We or the Insurer chooses to waive all or part of a term or condition of this Policy at any time, this will not prevent Us or the Insurer from relying on that term or condition in the future.

A10: Governing Law

This Policy is governed by and must be interpreted in line with the laws of Hong Kong. We, the Insurer and You agree that any disputes may be settled only in the courts of Hong Kong unless an element of International Law applies in which case the laws of England and Wales shall apply.

A11: Insurer's decision is final

In respect to all claims and offers made hereunder the decision of the Insurer is final.

B: Cover and Benefits

B1: If You lose Your Card

- B1.1 We will pay any amounts subject to sections B1.3, B1.4, B1.5 and B1.6 detailed below which You have to pay to an Issuer as a direct result of Unauthorised Use.
- B1.2 When You report a Card Loss to Us, We will contact the Issuer and ask them to cancel the Card.
- B1.3 We will pay up to HK\$500 for all Claims per Policy in each Period of Insurance where Your personal identification number (PIN) has been used.
- B1.4 We will pay up to HK\$500 for all Claims per Policy in each Period of Insurance where a Card is kept by an ATM.
- B1.5 We will pay up to HK\$15,000 for all Claims per Policy in each Period of Insurance for financial losses incurred prior to You reporting the Card Loss, limited to not more than HK\$1,500 per Card for a maximum of not more than 10 Cards.
- B1.6 We will pay up to HK\$1,000,000 for all Claims per Policy in each Period of Insurance for financial losses incurred after You reported the Card Loss.

B2: Wallet and Purse Cover

- B2.1 We will reimburse the cost of Your Wallet or Purse which is lost or stolen at the same time as Your Card Loss, provided that at the time of the loss of Your Wallet or Purse You also lose Your Hong Kong identity card.
- B2.2 Subject to B2.1, We will pay the purchase price of Your lost Wallet or Purse, up to maximum HK\$1,250 provided that You submit the original invoice of Your lost Wallet or Purse at the time of Claim. If You are unable to submit the original invoice of Your lost Wallet or Purse at the time of Claim, We have the absolute discretion to determine the reimbursement amount of Your lost Wallet or Purse, but in these circumstances the maximum reimbursement shall be HK\$900.
- B2.3 We will not pay more than one Claim per Policy under this section in each Period of Insurance.
- B2.4 The applicable Excess payable under this clause B2 shall be HK\$150 of each and every Claim in addition to the Excess set out at Clause A3

B3: Communication Costs and Replacement of Important Personal Documents and Financial Cards

- B3.1 We will pay for any Communication Costs that You have to pay in order to report a Card Loss to Us, the Police or any other Issuer.
- B3.2 We will pay for any Communication Costs that You have to pay in order to report the loss or theft of Your Important Personal Documents to the relevant authority.



- B3.3 If any of Your Important Personal Documents or Cards are lost or stolen at the same time as the Card Loss, We will:
- assist you to arrange emergency replacements of Important Personal Documents; and
 - pay for the replacement costs, excluding any emergency replacement costs
- B3.4 We will not pay for any replacement costs unless the loss or theft of Your Important Personal Documents happens and is reported to Us at the same time as the Card Loss.
- B3.5 We will not pay for any replacement costs for Your passport unless the loss or theft of Your passport happens whilst you are Abroad and is reported to Us at the same time as the Card Loss.
- B3.6 We will pay up to HK\$3,000 for all Claims per Policy under this section in each Period of Insurance.

B4: Stored Value Card

- B4.1 We will pay the deposit value on any Non-Personalized Stored Value Card up to the limit of HK\$150 per Policy in each Period of Insurance for any Non-Personalized Stored Value Card that is lost or stolen and reported to Us at the same time as a Card Loss
- B4.2 We will pay the loss of the stored value on a Personalized Stored Value Card after you have reported the loss of the Personalized Stored Value Card to Us together with the fee charged by the Issuer in refunding the remaining balance on the card, up to the limit of HK\$500 per Policy in each Period of Insurance

B5: Fraudulent Usage Protection

- B5.1 Fraudulent Usage Protection provides protection against fraudulent Card Not Present transactions made using Your Credit or Charge Card.
- B5.2 We will pay up to HK\$2,000 in respect of each fraudulent Card Not Present transaction under this benefit, limited to no more than HK\$10,000 per Policy in each Period of Insurance
- B5.3 You must comply with the Issuer's terms and conditions in respect of reporting any Unauthorised Use
- B5.4 You must have used the Credit and/or Charge Card in accordance with the Issuer's terms and conditions
- B5.5 This cover excludes: -
- any ATM Card and Debit Card
 - any transactions made using the "Verified by VISA" or "MasterCard Secure Code" service
 - any Cash Advances transaction made
 - any transaction where the PIN is used
- B5.6 We must be given the opportunity to assess the circumstances of Your loss and be satisfied with the supporting evidence including Your letter of liability and/or the investigation report from Your Issuer prior to honoring a Claim submitted.

B6: Advance of Emergency Hotel Bills

- B6.1 We will advance Your hotel bill up to HK\$20,000 if:
- You lose Your Card and report the Card Loss to Us while You are Abroad; and
 - You do not have any other way of paying the bill; and
 - You provide Us with proof of Your need.
- B6.2 You must ask Us for the advance for Your hotel bill payment at the time You call Us to report the Card Loss
- B6.3 We will advance the cost of the hotel bill direct to the hotel. You must then repay the full amount of the hotel bill to Us within 28 days.
- B6.4 We will not advance more than HK\$2,000 per day.
- B6.5 We must be given the opportunity to assess the circumstances of Your loss and We must be satisfied of Your need before We attempt to arrange for any emergency hotel bill advance. We reserve the right to refuse to provide an emergency hotel bill advance at Our discretion.



B7: Emergency Cash Advance

- B7.1 We will provide You with an Emergency Cash Advance up to HK\$15,000 for basic living expenses if:
- some or all of Your cash is lost or stolen at the same time as the Card Loss when You are Abroad; and
 - You have no other way of getting credit or funds; and
 - You provide Us with proof of Your need.
- B7.2 You must ask Us for the Emergency Cash Advance at the time You call Us to report the Card Loss.
- B7.3 We will not advance more than HK\$1,500 per day.
- B7.4 You must repay Us the full amount of the Emergency Cash Advance within 28 days.
- B7.5 We must be given the opportunity to assess the circumstances of Your loss and We must be satisfied of Your needs before We attempt to provide any Emergency Cash Advance. We reserve the right to refuse to provide Emergency Cash Advance at Our discretion.

B8: Advance of Replacement Travel Tickets

- B8.1 We will advance Your travel ticket replacement costs up to HK\$35,000 so that You can return to the travel destination nearest Your Home if:
- Your travel tickets are lost or stolen at the same time as the Card Loss while You are Abroad; and
 - You do not any other way of paying for the replacement travel tickets; and
 - You provide Us with proof of your need
- B8.2 You must ask Us for the advance for replacement travel tickets at the time You call Us to report the Card Loss.
- B8.3 Where possible We will make the advance direct to the travel ticket issuing office for replacement travel tickets. You must repay Us the full amount of the advance within 28 days.
- B8.4 We must be given the opportunity to assess the circumstances of Your loss and We must be satisfied of Your need before We attempt to arrange any replacement travel ticket advance. We reserve the right to refuse to provide any replacement travel ticket advance at Our discretion.

ACE Insurance Limited is a member of The Hong Kong Federation of Insurers.

These terms and conditions are written both in English and Chinese and in the event of conflict, the English version shall prevail.