

DAH SING ANA CARD HK VISA PLATINUM GLOBAL PURCHASE PROTECTION INSURANCE PLAN SUMMARY OF TERMS AND CONDITIONS (Period of Insurance – From 1st January 2010 to 31st December 2010)

Dah Sing ANA Card HK Visa Platinum now offer you special free insurance coverage – Credit Card Purchase Protection. This document summarizes your entitlement. Please read and keep it for reference.

Below is a summary of the terms and conditions of the Dah Sing/Mevas Credit Card Global Purchase Protection Insurance Plan available exclusively to you as a **Dah Sing ANA Card HK Visa Platinum**. Full details of the coverage, conditions and exclusions are contained within the Master Policy issued by **Dah Sing Insurance** *Company Limited* and held by Dah Sing Bank Ltd.

Definition of Special Words

Insurer means Dah Sing Insurance Company Limited

Property Insured means any personal property purchased anywhere in the world with a Dah Sing ANA Card HK Visa Platinum for the card account holder or his/her spouse or children who normally reside with him/her. **Property Insured** does not include any mechanically propelled vehicle, marine craft, residential or commercial premises, livestock, pets, plants or other living creatures, sports equipment during use, currency, cheques, travellers cheques, securities or negotiable instruments of any kind.

Insured Person means any person who lawfully holds a valid Dah Sing ANA Card HK Visa Platinum Cardholders and their Supplementary Card issued by Dah Sing Bank Ltd. in Hong Kong and who must be of Hong Kong Resident status and normally & primarily reside in Hong Kong.

Valuables – *defined as jewelry, items of gold, silver or other precious metals, watches, photographic equipments, binoculars, antiques, works of art, curios, furs and musical instruments.*

Card Account means same holder of Dah Sing ANA Card HK Visa Platinum Cardholders and their Supplementary Card is counted as one Card Account.

Coverage

The *Insurer* will indemnify the *Insured Person* up to a maximum of HK\$30,000.00 for Platinum Cardholders per purchase signing slip in respect of loss or damage to the *Property Insured* arising out of burglary, robbery, housebreaking or accidental physical damage, which occurs within 30 days of the date of purchase and is not excluded by the policy. The accident event of loss arising out of burglary, robbery, housebreaking must be accompanied with violence, and/or forcible entry to the Cardholders' premises.

It is further noted and declared that this insurance is subject to aggregate maximum amount of loss per each card account per annum HKD60,000.00 for Platinum Cardholders in respect of each card account.

Major Exclusions

The *Insurer* will not cover any loss or damage caused by or arising from

- missing or theft of mobile phones &/or pagers &/or electronic equipments (including but not limited to PC notebook, desk top, palm PC & viewcamera) &/or *valuables* as defined in this Policy, unless directly caused by Armed Robbery.
- an event covered by a guarantee given in respect of goods purchased
- an event insured separately elsewhere
- faulty or defective design, materials or workmanship
- leakage, loss of weight, shrinkage, evaporation or contamination, insect or vermin, wear and tear, rust, mildew or any other gradually operating cause



Major Exclusions

The Insurer will not cover any loss or damage caused by or arising from

- mechanical or electrical breakdown or derangement
- any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring or servicing
- loss of use or consequential loss of any and every kind
- detention, seizure or confiscation by customs or other officials
- transit by air, vessels or ships, mail or post, trains or vehicles unless the Property Insured is carried by the Insured Person at all times during the course of transit
- theft from any unattended vehicle
- articles being lost, stolen or due to unexplained or mysterious disappearance
- earthquake or volcanic eruption including flood or overflow of the sea
- pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- any consequence of acts of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, martial law, or military or usurped power * political risks or government actions $*^2$
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self sustaining process of nuclear fission $*^3$
- computer/electronic data equipment breakdown or computer virus or similar mechanism or hacking *⁴

* Please refer to attached exclusion clauses of "War & Terrorism Exclusion (Insurance)" $*^1$, "Political Risks Exclusion Clause" $*^2$, "Nuclear Exclusion Clause" $*^3$, and "Cyber Primary Exclusion (Material Damage and Business Interruption)" $*^4$ for details.

The *Insurer* will not cover for loss of or damage caused to any

- mechanically propelled vehicle or marine craft
- residential or commercial premises
- business property or property for business purposes _
- currency, cheques, traveller cheques, securities or negotiable instruments of any kind _
- livestock, pets, plants or other living creatures _
- equipment used for sporting purposes while in use
- property not owned by the Insured Person at the time of loss or damage other than property purchased for the benefit of or as gifts to the Insured Person's spouse, son or daughter who are permanently residing with the Insured Person.

The Insurer will not cover the first

- HKD2,000 or 50% of the adjusted loss whichever is the greater of each and every claim relating to mobile a) phone equipments or electronic equipments or valuables
- HKD2,000 of each and every other claim. b)

Conditions

- The *Insured Person* shall take all reasonable precaution to prevent loss or damage. 1.
- Where *Property Insured* consists of articles in a pair or set the *Insurer* will indemnify the *Insured Person* 2. only for that part of the pair or set which has been lost or damaged without reference to any special value that such parts have as forming part of a pair or set.
- 3. The *Insurer* may take benefits of your rights against another person before or after the *Insurer* has paid a claim and has the rights to the salvage of any *Property Insured*.

Claim Procedure

When a claim has occurred or is likely to occur, the *Insured Person* must

- notify the police if loss or damage is due to burglary, robbery, housebreaking, malicious Immediately acts, riot or civil commotion.
- Within 30 days submit a complete claim form which can be obtained by calling Dah Sing Insurance hotline 2808 5273 plus the original copy of the sales receipt, the credit card purchase slip and a police report (if appropriate).
- Note : 1. Dah Sing Bank Ltd. reserves the right to amend the above terms and conditions at its sole discretion without prior notice. For enquiry, please contact Dah Sing Bank Customer Service Hotline at telephone no. 2808 8138.
 - All wordings terms conditions and exceptions are subject to the Insurance Company's original Policy.
 - 3. For Claims, pleast contact Dah Sing Insurance Company Limited at 20/F, Island Place Tower, 510 King's Road, North Point, Hong Kong. (Telephone No. - 2808 5273)

Version : 01/2010



WAR & TERRORISM EXCLUSION (INSURANCE) *¹

The insurance by this policy excludes:

3.

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2. any act of terrorism including but not limited to
- a. the use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 - by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

POLITICAL RISKS EXCLUSION CLAUSE *²

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

(iii) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

NUCLEAR EXCLUSION CLAUSE *³

This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission.

Cyber Primary Exclusion (Material Damage and Business Interruption) *⁴

This Policy does not cover

- (i) DAMAGE: to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking
- (ii) CONSEQUENTIAL LOSS: directly or indirectly caused by or arising from [programming or operator error,] Virus or Similar Mechanism or Hacking

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy. DEFINITION

For the purpose of this exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Version : 01/2010



大新銀行 ANA VISA 白金卡 「全球購物保障計劃」簡章 (保障期: 2010 年 1 月 1 日 至 2010 年 12 月 31 日)

大新 ANA 白金 VISA 信用卡 爲使閣下盡享更多專有權益,現誠意爲您提供信用卡「全球購物保障計劃」, 讓您免費享獲全球購物保障。此簡章爲您簡介保障內容,請細閱及保存以作參考。

以下為大新/豐明銀行「全球購物保障計劃」條款及細則之摘要,此項保障是特別為大新銀行 ANA VISA 白金卡信用卡持有人而提供。有關保障範圍、保障條款及不受保障條款的詳細內容,則詳列於由大新保 險有限公司簽發而由大新/豐明銀行所保存的總保險單內。

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<u>詞彙定義</u>

"保險公司"指**大新保險有限公司**。

"受保物品"指在世界任何地方以大新 ANA VISA 白金信用卡購買給信用卡賬戶持有人或其配偶或與其同 住子女之任何個人物品。"受保物品"並不包括任何以機械推動的車輛及船隻、住宅及商業樓宇、禽畜、 寵物、植物及其他生物,以及使用中的體育用品、貨幣、支票、旅行支票、證券及任何投資工具。 "受保人"指任何合法持有由大新銀行於香港所簽發之有效的大新 ANA 白金咭、大新聊合航空信用卡、及 其附屬卡,並長期居住於香港的人仕。

"貴重物品"指珠寶、金器、銀器、或其他貴重金屬、貴重寶石、手錶、攝影器材、望遠鏡、古董、藝術品、珍藏品、皮草及音樂器材。

保障範圍

當"受保物品"於購買日期起計三十天內因爆竊、搶劫、入屋行竊而引致遺失、損毀或意外損毀,而該情況又不在保單不承保事項之列,則"保險公司"會按每張購物簽賬收條賠償予"受保人"。每一購物簽賬收條之最高賠償為港幣三萬元正(祇限白金卡)。所有爆竊、搶劫及入屋行竊之意外損失必須牽涉有暴力及強搶行為包括爆破門窗闖入持咭人之家居。

信用咭客戶每一年度〔即每十二個月〕最高之賠償總額(累積計算)為港幣六萬元正(祇限白金卡)。



主要不受保障項目

"保險公司"不會承保任何因以下事項所引致的遺失或損毀

- 遺失或盜竊流動電話、傳呼機、電子物品(包括手提電腦及電子記事簿)、貴重物品;但因持械行劫直接引致 上述財物之意外損失除外。
- 所購物品本身已有保養的事項。
- 已另購有保險的物品。
- 物品本身設計上的錯誤或缺陷、質料或手工差劣、滲漏、重量不符實、染污、昆蟲或害蟲之破壞、逐漸退化、 生銹、發霉、機械或電力故障、清潔、弄乾、維修、翻新、重建或其他維修服務。
- 遭海關或其他官員扣押、沒收或充公。
- 存放於未被看管之車輛內或因任何原因不明的損失。
- 由飛機、船隻或郵遞運送(除非"受保物品"在運送途中一直被"受保人"保管著)。
- 失去功能導致或任何種類的間接損失。
- 地震、火山爆發或水災。
- 由飛機或其他飛行儀器以音速或超音速飛行時所產生之氣壓。
- 由恐佈行動,戰爭或類似戰爭活動所造成的任何後果。*1
- 政治風險或政府行為。*2
- 電離子輻射或放射性污染或核輻射。*3
- 電腦或電子資料庫或電腦程式受病毒感染及其他類似原因。*4

Θ 詳細條款以發出之英文保單為準。

主要不受保障物品

- "保險公司"不會承保以下物品
- 機動汽車或船艇
- 建築物包括住宅、商業或工業樓宇
- 營商貨品或作商業用途之物品
- 貨幣、支票、旅行支票、証券或商業票據
- 牲口、寵物、植物或其它生物
- 在使用中之運動器材
- 意外損毀的物品已不屬 "受保人"所擁有,除非此等物品乃 "受保人" 送贈予與其經常同住之配偶或兒女

"保險公司"將不會承保每項索償的

- 1) 首港幣二千元或損失之五成以較高為準與有關流動電話、電子物品或貴重物品之賠償;
- 2) 首港幣二千元與所有其他物品之賠償。

承保條款

- 1) "受保人"必須採取一切合理之預防措施,以防止"受保物品"遭受遺失或損毀。
- 若"受保物品"乃由一對或一組物件組合而成,"保險公司"只會賠償其中遺失或損毀部份之價値予"受保人", 而不會考慮該部份於整套物品中的特別價值。
- 若遺失或損毀乃由於他人所造成,"保險公司"有權在賠償之前或之後對有關人仕追討賠償,並有權取得"受 保物品"的殘餘價值。

申索賠償手續

當提出索償時,"受保人"必須:-

立即通知警方(若遺失或損毀乃由於爆竊、搶劫、入屋行竊、惡意行為、暴動或集體騷亂所造成)。

於三十天內遞交填妥的申請賠償表格(請致電大新保險有限公司的索償熱線 2808 5273 索取)連同購物收據正本和信用卡購物簽賬收條。如己報警,亦須提供有關報告。

備註:大新/豐明銀行有權隨時更改以上條款而無須事前通知;查詢有關保障計劃事宜,請電大新銀行客戶服務熱線 2808 8138。

(簡章內容中文譯本如與英文有異,蓋以英文版本為準。)

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