



Card Protection Select Terms and Conditions

Definitions

Abroad - outside of Hong Kong

Card - Your ATM (automatic teller machine), credit, charge and/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 correspondence 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 (3) 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

Fee - the fee payable to Us for Our intermediary services

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 Payment

Payment – the total amount You pay for this Card Protection Select comprising Premium and Fee

Period of Insurance - each continuous twelve (12) months 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 - the terms and conditions of Your insurance contract with the Insurer and any subsequent changes made from time to time

Policyholder – the person whose name appears on the Policy document

Premium – the total amount You must pay to the Insurer for the provision of 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 and/or the Insurer as the context applies

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

Your Card Protection Select Policy is provided by the Insurer through CPP. When You purchase or renew Your Card Protection Select, CPP will collect a Payment from You in advance. This Payment comprises the Fee payable to Us for Our intermediary services and the Premium payable to the Insurer for the provision of the Cover. The Fee is the difference between the Premium and the Payment you make.

When You purchase Card Protection Select, You have entered a contract with CPP and a Policy with the Insurer. Under the contract with CPP, for the Fee, We will in each Period of Insurance act as intermediary (a) by introducing You to the Insurer and its product, (b) in connection with the binding of Your Policy with the Insurer, (c) by collecting Payments due from You and paying the Premium to the Insurer on Your behalf. Our contract with You is fulfilled at the end of the cooling-off period for the first Period of Insurance and upon renewal for subsequent Period of Insurance.

CPP will communicate directly with You in providing the claims management, administration and services of this Card Protection Select Policy acting as agent of the Insurer.

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

Personal Data (Privacy) Ordinance (“Ordinance”)

Personal Information Collection Statement:

As part of the Insurer and CPP’s (‘Our’) relationship with You, it is necessary from time to time for You to supply Us with Your personal data to enable Us, Our group of companies and affiliated companies, third parties selected by Us to provide and administer Your Card Protection Select benefits and services and to effect transactions for or with You. Failure to supply such data may result in Our being unable to provide or continue to provide Your benefits and services to You.

While Card Protection Select is in force, We may collect and/or compile further data relating to You.

Data relating to You may be used for any one or more of the following purposes: -

1. offering and providing the benefits and services under this Card Protection Select Terms and Conditions to You, and administering, maintaining, managing and operating these Terms and Conditions including but not limited to sending You correspondence, collecting Payments when due and any other amounts owed by You;
2. processing, assessing and determining Your application or requests made by You for this Policy and for renewals;
3. processing, assessing, investigating and determining any Claims made by You or otherwise involving You in respect of Your Policy;
4. reporting Your lost / stolen Card details and Your data to the Issuer and request Card cancellation when You report the Card Loss to Us;
5. performing any functions and activities related to Card Protection Select Terms and Conditions including but not limited to marketing, audit, reporting, market research, and general servicing and maintenance of online and related services;
6. designing products and/or services for our customers;
7. marketing other products and/or services offered by Us or approved suppliers selected by Us which may be of interest to You;
8. conducting mapping process matching Your data held by Us and Our business partners’ prospect file to avoid contacting You unnecessarily about products You may already have;
9. complying with any requirements to make disclosure under the requirements of any law, regulations, codes of practice or other regulatory requirements binding on Us, Our group of companies and affiliated companies, including but not limited to, making disclosure to applicable regulators, governmental bodies, or industry recognised bodies;
10. exercising any rights We, Our group of companies and affiliated companies, third parties selected by Us may have in connection with the provision of this Card Protection Select Terms and Conditions;
11. communicating with You via telephone, mail, e-mail, facsimile and/or any other communication means; and
12. any other purposes relating to the purposes listed above.

Your data held by Us will be kept confidential but by taking Your Card Protection Select, You consent that We may provide Your data to each other and to any of the following parties (whether within or outside of Hong



Kong) for the purposes set out above without being required to verify the applicable data protection laws of other countries and to notify You and/or any other relevant individuals to whom Your data is related:

1. any agents, contractors, business partners or third party service providers selected by Us who provide administrative, telecommunications, computer, payment, marketing, and/or other services to Us in connection with the operations of Our business;
2. Our overseas offices, Our group of companies and affiliated companies;
3. Issuer or any person in connection with any Claims made by You or otherwise involving You in respect of Your Card Protection Select Cover;
4. persons to whom We and/or Our group of companies and affiliated companies are under an obligation to make disclosure as required by any laws, regulations, codes of practice or other regulatory requirements that are binding on Us and/or any of Our group of companies and affiliated companies; and
5. in the event of default, debt collection agencies.

By taking this Card Protection Select, You expressly consent CPP to give Your data to Issuers and/or transfer Your details to Us, Our group of companies or affiliates, the third parties selected by Us outside of Hong Kong.

To facilitate the provision of Card Loss reporting service to You and continuation of Your Policy, You consent CPP to ask the Issuers for details of change of Your Card and financial details and personal details so We can update Our records. This may include but not limited to asking for updated or new Card numbers, bank account details or changes to Your personal data such as phone or email address.

Under and in accordance with the terms and conditions of the Personal Data (Privacy) Ordinance, You have the right to:

1. check whether We hold data relating to You and to access such data;
2. require Us to correct any data relating to You which is inaccurate;
3. ascertain Our policies and practices in relation to personal data and to be informed of the kind of personal data held by Us; and
4. request Us not to use Your data for direct marketing purposes.

Requests for access to or correction of data held by CPP and/or the Insurer shall be made in writing to the following applicable person:

The Data Privacy Officer
Card Protection Plan Limited
GPO Box 12239
Hong Kong.

Or

The Privacy Officer
ACE Insurance Limited
25/F Shui On Centre
No. 6-8 Harbour Road
Wanchai
Hong Kong

In accordance with the terms of the Ordinance, We have 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 twenty-one (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 Payment made.



Refunds will not be applicable after this twenty-one (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 (10) working days.

Claims

If You need to make a Claim on Your Policy, please call Us anytime on +852 2295 1828. We will then send You a claim form to complete 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 Claim until We have received them.

Your Policy

This Policy sets out the Cover provided to You in return for Your Premium paid 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 terms and conditions of Your Cover.

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

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.

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.. We reserve the right to modify the Policy and the terms of Cover according to prevailing circumstances.
- A1.2 You must provide CPP 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 notifies CPP that You have not done this. The decision of Your Issuer will be final.
- A1.4 You must report any Card Loss to CPP 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 Payment 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 request from you 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, Premiums and Fees

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 of Hong Kong Dollar sixty-five. We will renew the Policy on the Renewal Date and debit the Pay Card Your Payment unless You contact Us before that date and ask Us not to.

A5.2 We reserve the right to change the Payment and/or benefits on each Renewal Date. However, neither the Payment nor the benefits will change without You being notified.

A5.3 You must settle all Payments by the Payment due date.

A6: Cancelling This Policy

A6.1 We may cancel Your Policy automatically if We do not receive Your Payment on the date it is due. However, if You then settle the Payment, We will reinstate the Policy from the Payment due date. However, the reinstated Policy shall only cover any Claims which occur after the date that We receive the Payment.

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 comply with the terms and conditions of this Policy or failed to act openly and honestly towards Us.

A7: Other Insurance

If there is any other insurance which covers any of the benefits set out in this Policy, You must inform 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 not be liable 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 choose to waive all or part of a term or condition of this Policy at any time, this will not prevent Us from relying on that term or condition in the future.

A10: Governing Law

This Policy is governed by and interpreted in accordance with the laws of Hong Kong. CPP, 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 may have to pay to an Issuer as a direct result of Unauthorised Use.
- B1.2 When You report a Card Loss to Us, CPP 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 CPP, 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 CPP 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 CPP 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 CPP 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: -
- o any ATM card and debit card
 - o any transactions made using the "Verified by VISA" or "MasterCard Secure Code" service
 - o any cash advances transaction made
 - o 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 CPP while You are Abroad;
 - You do not have any other way of paying the bill; and
 - You provide CPP with proof of Your need.
- B6.2 You must ask CPP for the advance for Your hotel bill payment at the time You call CPP 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 CPP with proof of Your need.
- B7.2 You must ask CPP for the Emergency Cash Advance at the time You call CPP 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 have any other way of paying for the replacement travel tickets; and
 - You provide CPP 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.