

MSIG Insurance (Hong Kong) Limited
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A Member of MS&AD INSURANCE GROUP

# The Schedule

Type of Insurance	:	Purchase Protection (for Home Contents) Policy		
Policy Number	:	xxxxxxxx BDI		
Policyholder	:	Aeon Credit Service (Asia) Co., Ltd. ("Aeon") for Eligible Credit Card(s) holders whose card is issued by Aeon in Hong Kong.		
Eligible Credit Card(s)	:	The following credit card(s) issued by the Policyholder in Hong Kong:		
		AEON Card Premium Visa (card number starting with 41700628)      AEON Card Premium Mastercard (card number starting with 52009828)      AEON Card Premium UnionPay (card number starting with 62448928)  (hereinafter called the "Aeon Card Premium")	AEON Visa Credit Card     (card number starting with 45040501)      AEON Mastercard Credit Card     (card number starting with 54173650)      AEON JCB Credit Card     (card number starting with 35687004)      AEON UnionPay Credit Card     (card number starting with 62240303)	
		Premium")	(card number starting with 62249302)     AEON Card JAL     (card number starting with 55931802)     (hereinafter called the "Aeon Other Card")	
Period of Insurance	:	From 7 <sup>th</sup> December 2020 to 6 <sup>th</sup> December 2	2021	
Property Insured	:	Any Home Contents purchased anywhere in the world by the Insured Person and paid in full by an Eligible Credit Card, not being property hereinafter excluded.		
Summary of Coverage	:	Cover the repair or replacement cost for the loss of or damage to the Property Insured within Insured Person's Home directly caused by burglary, fire, typhoon, gas explosion, flood, landslip and subsidence happening during the Insured Period.		
Limit of Indemnity	:	a) HK\$2,000 per article and in aggregate for each Aeon Card Premium, or b) HK\$1,000 per article and in aggregate for each Aeon Other Card, and up to one (1) claim for each Eligible Credit Card.		
Estimated number of Eligible Credit Card(s) for Year 2020 declared at inception	:	Aeon Card Premium: 2,059 Aeon Other Card: 31,500		
Annual Premium Rate	:	Aeon Card Premium: HK\$17 per card Aeon Other Card: HK\$10 per card		
Minimum and Non- refundable Premium	:	HK\$350,000		

Signed in Hong Kong for and on behalf of MSIG Insurance (Hong Kong) Limited	
Authorized Signature	Date



# **AEON CREDIT SERVICE (ASIA) CO. LTD.**

# Purchase Protection (for Home Contents) Policy

In consideration of the Policyholder paying to the Company the prescribed premium for this insurance, the Company agrees subject to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon that if any Insured Person as defined herein shall during the Period of Insurance suffers the loss of or damage to the Property Insured within Insured Person's Home directly caused by burglary, fire, typhoon, gas explosion, flood, landslip and subsidence, except as hereinafter excluded, the Company will pay or make good to the Insured Person for such loss or damage.

The coverage provided under this Policy comprises Purchase Protection (for Home Contents) only.

### Purchase Protection (for Home Contents)

The Company will by payment or at its option by repair, reinstatement or replacement indemnify the Insured Person in respect of the loss of or damage to the Property Insured within Insured Person's Home directly caused by burglary, fire, typhoon, gas explosion, flood, landslip and subsidence happening during the Insured Period and during the Period of Insurance.

## **Definitions**

- 1. "Company" means MSIG Insurance (Hong Kong) Limited.
- 2. "Policyholder" or "Aeon" means Aeon Credit Service (Asia) Co., Ltd.
- 3. "Insured Person" means the person who lawfully holds a valid Eligible Credit Card issued by the Policyholder.
- 4. "Eligible Credit Card(s)" means the credit card(s) as stated in Schedule which is(are) issued by the Policyholder in Hong Kong.
- 5. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- 6. "Property Insured" means any Home Contents items purchased anywhere in the world by the Insured Person and paid in full by an Eligible Credit Card, not being property hereinafter excluded.
- 7. "Home Contents" means all Insured Person's furniture (including pianos), furnishings, household goods and appliances, personal effects, Valuable Property, desktop or tablet or laptop computers, mobile phones or portable telecommunication equipment, not being property hereinafter excluded.
- 8. "Valuable Property" means jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, collection of stamps, coins or medals, watches (exclude Octopus watch), photographic equipment, binoculars, works of art, Chinaware, curios, furs, musical instruments (excluding pianos).
- 9. "Insured Period" means from the date of purchase until 23:59 hours (Hong Kong time) on the 30th day thereafter. For the Property Insured purchased with delivery arrangement by delivery company, the Insured Period commences from the date when the purchased article is received in good condition by the Insured Person.
- 10. "Insured Person's Home" means the premises in Hong Kong which is recorded as the home address under Insured Person's Eligible Credit Card.

### Provided that the Insured Person's Home

- i) must be a self-contained flat or an apartment for domestic use situated in a purpose-built private residential building which is constructed of bricks, stone and concrete, roofed with concrete and is aged 45 years or below.
- ii) must not be a sub-divided flat, sub-let flat, a houseboat nor mobile home.



iii) must not contain illegal structures or unauthorized building works.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other gender.

# **Limit of Indemnity**

The Company's maximum liability under this Policy shall not exceed

- a) HK\$2,000 per article and in aggregate during Period of Insurance for each Aeon Card Premium, or
- b) HK\$1,000 per article and in aggregate during Period of Insurance for each Aeon Other Card,

in respect of the loss of or damage to the Property Insured within Insured Person's Home directly caused by burglary, fire, typhoon, gas explosion, flood, landslip and subsidence during the Insured Period.

For the purpose of this insurance, any Property Insured consisting of a pair or a set shall be regarded as one article. Provided that

- the Company shall only be liable for the loss or damage up to three (3) articles for each claim and up to one

   (1) claim for each Eligible Credit Card during the Period of Insurance.
- 2. the Company's maximum liability shall remain as afore-mentioned irrespective of the number of Eligible Credit Cards being used for the payment of the same article.

## **Exclusions**

- 1. The Company shall not be liable for loss or damage caused by or arising from or in connection with:
  - (a) an event covered by a guarantee given in respect of goods purchased;
  - (b) an event insured separately elsewhere;
  - (c) inherent faulty or defective design, materials or workmanship;
  - (d) the chipping or scratching or denting of any article;
  - (e) leakage, loss of weight, shrinkage, evaporation or contamination, or change in temperature, colour, flavour, texture or finish;
  - (f) insect or vermin or animals or birds, wear and tear, inadequate maintenance, fungus, rot, corrosion, rust, mildew or any other gradually operating cause;
  - (g) mechanical or electrical breakdown or derangement;
  - (h) loss or damage to electrical equipment and wiring caused by artificially generated electrical current;
  - (i) any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring or servicing;
  - (j) consequential loss or damage of any kind or description;
  - (k) unexplained loss or damage or mysterious disappearance or misplacement;
  - (l) burglary loss unless following a forcible and violent entry to or exit from Insured Person's Home which has been reported to the police authority within 24 hours of discovery;
  - (m) earthquake or volcanic eruption or other convulsion of nature;
  - (n) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - (o) any illegal act by or on behalf of the Insured Person;
  - (p) deliberate or malicious acts committed by Insured Person or any person living at Insured Person's Home.
- The Company shall not be liable for any cost and expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the Property Insured caused by pollution or contamination resulting from a peril hereby insured against.
- 3. The Company shall not be liable for loss of or damage caused to any:
  - (a) motor vehicles, automobiles, motorcycles, motor scooters, caravans, trailers, boats, watercraft, hovercraft, or any equipment parts or accessories thereof, or any equipment and/or parts necessary for its operation and/or maintenance:
  - (b) living creatures, livestock, pets, animals, plants, consumable or perishable items including but not limited to flowers, food, drink, drugs, nutrition supplements;



- (c) aircraft or any aerial or spatial device and their accessories and spare parts including but not limited to satellite antennae, external television and radio antennae aerials fittings masts and towers, drone;
- (d) residential or commercial premises;
- (e) business, professional or trade goods or property, or property for such purposes;
- (f) currency, cash, cheques, traveller cheques, postal orders, bankers drafts, tickets of any description including but not limited to tickets for sporting or entertainment events or travel, saving certificates, current postage stamps, gift tokens;
- (g) property not owned by the Insured Person or Insured Person's spouse, children, parents and relatives permanently living with Insured Person at Insured Person's Home at the time of loss or damage;
- (h) films, tapes, cassettes, cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded when We will pay up to the market's latest price list.
- (i) deeds, bonds, bills of exchange/ promissory notes, securities or negotiable instruments of any kind, documents of any kind (including but not limited to passport, identity card, driving licence, or any kind of certificates), manuscripts, lottery tickets, records or computer records or software, Octopus Cards/watches, credit cards, or any kind of stored-value devices or electronic money.
- (j) Home Contents contained in or on balcony, patio, terrace, roof, verandah, forecourt or backyard of Insured Person's Home or in the open generally.
- (k) contact lenses, dentures, prostheses, camping equipment or guns tool;
- goods purchased from an individual either through a private transaction, or an online bidding or auction website:
- (m) counterfeit or fake goods;
- (n) goods purchased for resale, or items which are used goods, damaged/defected goods or second-hand goods at the time of purchase, or items that were used, rebuilt, refurbished, or remanufactured at the time of purchase;
- (o) goods used for or intended to be used for commercial, retail, property rental, or other business purposes;
- (p) property more specifically insured under another insurance policy.
- 4. The insurance by this Policy excludes bodily injury, death, disability, loss, damage, 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:
  - i) any claim whether made by the Insured Person or anyone acting on behalf of the Insured Person knowing the claim to be dishonest or exaggerated in any way. If there is any misrepresentation or omission to inform the Company of any material information at the time of making a claim, whether it is intentional or not, the Company shall not be liable under the Policy.
  - any claim caused by or arising from delay, confiscation, detention, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or customs or local authority.
  - iii) War and Terrorism Exclusion
    - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
    - (b) any act of terrorism including but not limited to
      - the use or threat of force, violence and/or
      - 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

- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- iv) Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;



- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

### v) Political Risks Exclusion

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
- (b) permanent or temporary dispossession of any property resulting from the unlawful occupation of such property by any person,

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

(c) the destruction of property by order of any public authority.

### vi) Cyber Primary Exclusion

- (a) 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 Person or not, where such DAMAGE is caused by [programming or operator error,] Virus or Similar Mechanism or Hacking;
- (b) 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.

#### vii) Date Recognition Exclusion

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or system, or any similar device;
- (b) media or systems used in connection with any of the foregoing;

whether the property of the Insured Person or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of



- recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time;
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) or (b) above.

but this exclusion 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 Date Recognition Exclusion 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, or theft.

5. Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom, United States of America and/or any other applicable national economic or trade sanction law or regulations.

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

## **Conditions**

Precautions

The Insured Person and any other person to whom indemnity shall have been provided under this policy shall take all reasonable precautions to prevent loss or damage or accident and recover any missing property.

2. Pairs and Sets

Where an insured item consists of articles in a pair or set, the Insured Person shall not be entitled to recover more than the proportionate value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming part of a pair or set.

3. Claims Procedure

When a claim occurs or is likely to occur the Insured Person must

- a. notify the police immediately if the loss or damage is due to burglary; and
- b. advise the Company in writing within thirty (30) days, and
- c. give such particulars and evidence and do all such acts and things as the Company shall reasonably require.

4. Salvage and Abandonment

On the happening of damage in respect of which a claim is made the Company may take possession of or require to be delivered to the Company any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner. No Property Insured may be abandoned to the Company whether taken possession of by the Company or not.

- 5. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning whenever it may appear.
- 6. Unless previously agreed in writing by the Company no claim shall be recoverable hereunder if there is any material change to the condition of the risk as existed at the time of acceptance.



- 7. The Company and the Policyholder may cancel this Policy by giving three (3) months' notice by registered post to the other party at the last known address and in such event, subject to the Premium Adjustment Clause, the premium shall be adjusted on a pro rata basis for the unexpired part of the Period of Insurance. Termination shall be without prejudice to any claims occasioned during the Period of Insurance, and before the effective date of such termination.
- 8. Coverage of any one Insured Person shall terminate forthwith on the earliest of the following events:
  - a. the termination of this Policy by the Company or the Policyholder;
  - b. the termination of coverage by the Insured Person;
  - c. when the Insured Person ceases to be an eligible Credit Card Account Holder of the Policyholder as determined and certified by the Policyholder;
  - d. the death of the Insured Person.
- The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured Person shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 10. Within one (1) month from the expiry of this Policy or of any renewal thereof the Policyholder shall as the premium be adjustable furnish a statement of the total number of Eligible Credit Card(s) holders eligible for the coverage under this Policy (supplementary card will be treated as a separate card holder) as the Company may require for the purpose of computing any premium which may be due from the Policyholder, subject always to the stipulated minimum premium shown in the Schedule.

## 11. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within twelve (12) months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

# 12. Subrogation

The Company shall be entitled to take over and conduct the defence or settlement of any third party claim at its discretion. The Company shall also be entitled to use the Insured Person's name to enforce recovery against anyone else whether before or after payment of the claim.

#### 13. Other Insurance

If any loss or damage covered under this Policy is also covered by any other insurance, the Company will not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

#### 14. Jurisdiction Clause

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

#### 15. Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

16. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.



#### **PREMIUM ADJUSTMENT CLAUSE**

The Policyholder shall pay the minimum premium to the Company as specified in the Schedule in each Period of Insurance. This minimum premium is based on the number of Eligible Credit Card(s) declared at the beginning of each Period of Insurance, multiplied by the Annual Premium Rate per card as specified in the Schedule.

At the end of each Period of Insurance, the actual premium for such period will be based on one-half of the sum of the number of Eligible Credit Card(s) declared at the beginning and at the end of each Period of Insurance, multiplied by the Annual Premium Rate per card.

The Policyholder shall pay the difference to the Company in the event of the actual premium being greater than the minimum premium. No premium refund, however, shall be made by the Company to the Policyholder in event of the minimum premium being greater than the actual premium.