

Purchase Protection Insurance for Standard Chartered Platinum CashBack Credit Card Programme

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Section 1: Meaning of Words

The following words or expressions shown below appear in bold in this programme and have the following meanings wherever they appear

Act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear

Age shall mean the age of the Insured at the last birthday

Benefits shall mean the benefits supplied by the Insurer under this programme

Card shall mean a credit card issued pursuant to the **Policyholder's** card programme in which the **Benefits** and **Services** of purchase insurance have been incorporated.

Cardholder/s shall mean any person not yet 80 (Eighty) years old who is a Standard Chartered Retail Client possessing a Platinum CashBack credit card (Bank Identification Number (BIN) is 516101XXXXXXXXXX) issued by Standard Chartered Vietnam

Certificate shall mean this certificate of insurance.

Compulsory Inclusion shall mean the automatic provision of **Benefits** and **Services** to the **Cardholders** where the **Benefits** and **Services** are not offered on an optional basis.

Covered Purchase means an item purchased by an eligible person and paid for by using an eligible account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the eligible account.

Crawford and Company shall mean Crawford & Company - 3 Rajanakarn Building, South Sathorn Road, Yannawa, Sathorn, Bangkok 10120, Thailand

Default shall mean any breach of the obligations of either **Party** or any act, omission, negligent act or statement of either **Party**, its employees, agents or sub-contractors and in respect of which liability arises from the defaulting **Party** to the other.

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 a Covered Purchase from loss, theft or damage.

Effective Date shall mean 1 June 2016.

Expiry Date shall mean the date informed by Standard Chartered.

Insurer/ We/ Us shall mean PVI HA NOI INSURANCE COMPANY

Jewellery and Valuables shall mean items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment only.

Limit of Liability refers to the maximum amount of third party expenses for which the Underwriters shall be responsible under this Certificate towards any one Cardholder during any one event, subject to the programme as defined hereunder.

Money shall mean coins, bank notes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, credit cards, petrol coupons and other coupons.

Mysterious Disappearance means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

Party shall mean a party to this contract of insurance

Period of Insurance shall mean the period between the **Effective Date** and the **Expiry Date**.

Policyholder shall mean Standard Chartered Bank (Vietnam) Limited.

Stolen means a loss which involves the disappearance of a Covered Purchase from a known place under the circumstances that would indicate the probability of theft.

Section 2: Geographical Limits

2.1 The **Services** and **Benefits** described in this Purchase Protection Insurance for Standard Chartered Platinum CashBack Credit Card Programme are provided on a worldwide basis.

Section 3: Eligibility

- 3.1 Only those **Cardholders** who are not yet 80 (Eighty) years old on the **Effective Date** or renewal date shall be eligible for **Benefits** and/or **Services** under this insurance.
- 3.2 The **Cardholder** is eligible for the **Benefits** and/or **Services** in accordance to this programme or any other eligibility criteria set by the Client in writing with the prior agreement from the **Insurers**.
- 3.3 The **Benefits** and **Services** provided to the **Cardholders** shall be on a Compulsory Inclusion basis.

Section 4: Period of Insurance

- 4.1 This programme shall commence on the **Effective Date** and shall be in force until the **Expiry Date**.
- 4.2 All **Cardholders** are entitled to the **Benefits** and **Services** from the date of activation of their **Card** account
- 4.3 The entitlement to **Benefits** and **Services** will cease automatically on the date the **Insurer** receives written notification of the deletion of the **Cardholder** or the termination of the **Cardholder's** Standard Chartered Credit Card account or the termination of the Standard Chartered Credit Card, whichever comes first.
- 4.4 A **Cardholder's** eligibility for the **Benefits** and **Services** shall cease on the earliest of:
- (i) the date the **Cardholder** as shown is no longer eligible for the **Benefits** and **Services** pursuant to this **Programme**; or
 - (ii) the Date of Termination or **Expiry Date**,
- whichever occurs first

Section 15: Purchase Protection Insurance

5.1 Description Of Coverage

Subject to the Schedule(s) of Benefits, if a Covered Purchase, or a Covered Purchase given as a gift, is stolen or damaged, benefits will be paid subject to Section 5.2., Purchase Protection: Valuation, up to the amounts described in Section 5.3., Purchase Protection : Scope of Coverage.

Losses must occur within 120 days from date of Covered Purchase. No registration of the Covered Purchase is necessary.

Coverage is excess of VND 450,000 each or 15% of the loss per event and every occurrence or any other applicable insurance or liability the Eligible Person may have. Coverage is limited only to those amounts not covered by any other insurance or liability, up to the original purchase amount. In no event will this coverage apply as contributing insurance. This insurance is excess of all other valid and collectable insurance clauses found in other insurance or liability language.

5.2 Purchase Protection Valuation

The Company shall be liable for the lesser of the following amounts:

- 5.2.1) the amount of the Covered Purchase indicated on the Eligible Account; or
- 5.2.2) the actual cost to repair or replace the Covered Purchase with an item of like, kind and quality.

With respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewellery or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

5.3 Purchase Protection Scope of Coverage

The maximum liability of the Underwriters under this Policy is as indicated in the Schedule(s) of Benefits.

Coverage limits for Eligible Persons are subject to limitations stated in the Schedule(s) of Benefits.

Section 6: General Exclusions Applicable To Section 5

- 6.1 Covered Purchases do not include: 1) boats; 2) motorised vehicles (including but not limited to aeroplanes, automobiles, trailers, caravans or any towed items and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle); 3) land or buildings

(including but not limited to homes and dwellings); 4) travellers cheques, tickets of any kind, negotiable instruments, deposits or down-payments of any kind, bullion, rare or precious coins, cash or its equivalent; 5) plants or animals; 6) consumables and perishables; 7) items which the Eligible Person damages through alteration (including cutting, sawing or shaping); or 8) services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind).

- 6.2 Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Eligible Person by hand or under the personal supervision of the Eligible Person or the Eligible Person's travelling companion previously known to the Eligible Person. Items listed as stolen will be subject to Section 5.2, Purchase Protection: Valuation; Section 5.3. Purchase Protection: Scope of Coverage; and Section 6, Exclusions.
- 6.3 Coverage is not provided for theft or damage caused by fraud, abuse, wear and tear, gradual deterioration, moths, vermin, inherent product defects, war or hostilities of any kind (including but not limited to invasion, rebellion or insurrection); any weapon of war employing atomic fission or radioactive force, whether in time of peace or war and nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy; confiscation by any government, public authority or customs official; risks of contraband, losses arising from illegal activity or acts; act of God (including but not limited to flood, hurricane and earthquake); property while in the care, custody or control of any common carrier.
- 6.4 Coverage is not provided for loss or damage when the Eligible Person fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
- 6.5 Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.
- 6.6 Items stolen from unattended vehicles are not covered. Any additional exclusion are indicated in the Schedule(s) of Benefit(s)

Section 7: Summary Of Benefits, Limits Of Liability and Excesses

	PLATINUM CASHBACK CREDIT CARD	
Purchase Protection	Up to VND 6,750,000 per item, and VND 67,500,000 per cardholder per annum	VND 450,000 or 15% of the loss per event

Section 8: General Conditions

- 8.1 The **Cardholder** must take reasonable care to prevent loss, theft, damage, expense, liability and to protect, save and/or recover **Baggage**.
- 8.2 Written notice of any event or proceedings which may give rise to a claim shall be given to the **Insurer** within 30 (thirty) days of the occurrence or as soon as reasonably practicable. All certificates, information, consents and evidence required by the **Insurer** shall be provided at the expense of the **Cardholder** or their legal representative. A claim form must be completed by the **Cardholder** and submitted to the **Insurer** within 90 (ninety) days of such event. This time limit may be extended subject to the prior approval of the **Insurer** where supporting accounts are not available in time. All documents submitted in respect of expenditure incurred must be originals and not photocopies.
- 8.3 If fraudulent means or devices are used by the **Cardholder** and/or anyone acting on his/her behalf, to obtain any **Benefits** or **Services** provided under this programme, any and all rights in respect of the concerned **Cardholder** in terms of this programme shall be forfeited immediately.
- 8.4 If the **Benefits** and **Services** of this programme are covered in whole or in part by any other insurance and/or national insurance programme and/or any other source, the **Cardholder** shall only be entitled to claim those costs, which cannot be recovered by the **Cardholder** from such other sources.
- 8.5 The **Insurer** may at any time and at its own expense and without prejudice to this programme take proceedings in the name of the **Cardholder** to obtain compensation or secure a payment from any third party in respect of any event giving rise to the provision of **Benefits** and **Services**.

Section 9: General Exclusions Applying To All Sections

This programme does not cover:

- 9.1 Claims for events occurring after the Journey;
- 9.2 Any claim resulting from the failure of the **Cardholder** to exercise all reasonable care to protect themselves and their property;
- 9.3 The commission of, or the attempt to commit, an unlawful act.
- 9.4 Any claim arising from or related to involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, including but not limited to claims in any way caused or contributed to by an Act of Terrorism or war regardless of any contributory causes(s);
- 9.5 Any claim arising from or related to;
 - 9.5.1 loss or destruction of, or damage to, any property whatsoever or any other loss or expense whatsoever.
 - 9.5.2 any legal liability of whatsoever nature.

Caused by or contributed to by or arising from:

- (a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) nuclear reaction, nuclear radiation or radioactive contamination
- 9.6 Any claim arising from or related to:
- 9.6.1 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
 - 9.6.2 any **Act of Terrorism**.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 9.6.1 and/ or 9.6.2 above.

If the **Insurer** 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 **Cardholder**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 9.7 Claims notified more than 90 (ninety) days after the date an event, as more fully set forth in General Condition 8.2;
- 9.8 The Cardholder working overseas or exercising any form of hazardous work, being work with an increased risk of death, injury or illness, in connection with any business, trade or profession;
- 9.9 Any claim arising from or related to the **Cardholder** engaging in any form of aerial flight except as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
- 9.10 Any claim arising from or related to the **Cardholder** engaging in any winter sports;
- 9.11 Any claim arising from or related to the **Cardholder** engaging in active service in the armed forces of any nation;
- 9.12 Any claim arising from or related to any form of Financial Guarantee, Surety or Credit Indemnity.

Section 10: How To Make A Claim

- 10.1 In the event of an event occurring that may give rise to a claim under this programme, the **Cardholder**, or his representative, should call (Crawford & Company) during (+66 (0) 2676 5353) office hours of 09.00 to 17.00hrs. Outside normal (+66 (0) 860610660) working hours, the **Cardholder** should contact Crawford & Company by email (notifications@crawford.asia) and request a claim form or call back during office hours as stated above.

In the event a claimant wishes to correspond using an email facility after initially registering a claim via telephone communication, they may correspond using email: (notifications@crawford.asia)

- 10.2 The **Cardholder** must first check his/her policy wording and the relevant section(s), terms, conditions and exclusions, to ensure that what you are intending to claim for is covered. Original invoices, receipts, official reports,

tickets, agreements, credit or debit card slips, or other documentary evidence will be required to be submitted in support of any claim.

- 10.3 Upon contacting **Crawford & Company** to report a claim, the **Cardholder** should request a claim form, which should be returned to *Aspire Life Style Vietnam, 7th floor, Center Point Tower, 106 Nguyen Van Troi street, Phu Nhuan District, HCMC* within 28 (twenty eight) days, along with all required supporting documentation. Claimants are advised to retain copies of all documents for their own reference.