

PART A
PURCHASE PROTECTION INSURANCE TERMS & CONDITIONS
FOR THAILAND CARDHOLDERS

SECTION I GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter.

Eligible Card means the Mastercard World Elite Credit cards issued within the Territory.

Insurance Policy: insurance policy includes policy schedule general condition endorsement warranty and attachment.

Insurer: AIG Asia Pacific Insurance Pte. Ltd.

Insured Person(s): the named insured or spouse or dependent children under age 21 (twenty-one), living with insured in insured's home.

Business: a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or any other activity engaged in for money or other compensation.

Payment Card: an ATM card, credit card, charge card issued by a qualified financial institution for personal use only.

Personal Trip: any travel with a distance that is greater than 80 kilometers for non- business activities, such as personal vacations, visiting friends or relative(s).

Relative: grandparents, uncle, aunt niece, nephew, cousin and member in family of insured including, but not limited to married spouse, child and parents.

Nuclear: loss or damage caused by nuclear weapon and/ or nuclear material, ionizing radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste and any nuclear fusion and fission.

War: war, invasion, act of foreign enemy, hostilities or war like operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority including bio-weapon and chemical weapon.

Date of Loss: date of loss or damage incurred and within the insurance period.

Territory: means Thailand.

Theft: the unlawful taking of property from insured persons' care and or custody without consent, with the intent of gain, as a result of a Robbery or a Burglary.

SECTION II COVERAGE

The Insurer will pay for loss of Covered Purchases paid by payment card due to Theft, occurring within one hundred eighty (180) days from the date of purchase as indicated on the store receipt, up to the Per Occurrence Limit, and subject to the Annual Aggregate Limit per insured person(s).

- Covered Purchases given as gifts are covered.
- Covered Purchases include internet purchases.
- Covered Purchases do not have to be registered.

SECTION III EXCLUSIONS

This plan of insurance does not provide coverage for any of the following:

1. any motor vehicle, airplanes, drones, boats, automobiles and motorcycles and any equipment, parts or accessories;
2. permanent fixtures, including but not limited to carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
3. travelers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;
4. art, antiques, collectable items, furs, jewelry, gems, precious stones and fragile items;
5. consumables or perishables;
6. plants or animals;
7. hazardous materials and any item banned in the Territory;
8. access to internet websites, mobile applications, software or data files downloaded from the internet including but not limited to music files, photos, reading materials, books and movies; or reinstatement or recovery thereof;
9. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
10. Mysterious Disappearance;
11. items rented out, rented or leased; items purchased for resale, professional, or commercial use;
12. services, shipping, handling, installation or assembly costs;
13. Losses occurring to item(s) you purchased online prior to your taking possession of such item(s);
14. items damaged through alteration (including cutting, sawing, and shaping);
15. items left unattended in a place to which the general public has access;
16. any item confiscated by government authorities;

17. losses caused by abuse, willful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure, nuclear, biological or chemical event, terrorism or war.

SECTION IV CONDITIONS

- 1) It is the Insurer's discretion to decide whether to have the item repaired or replaced, or to reimburse the original purchase price less any rebates, discounts or rewards points.
- 2) Covered Purchases that are a pair or a set will be limited to the cost of repair or replacement of the specific item if repairable or replaceable; otherwise, the value of the pair or set will be covered, not to exceed the Per Occurrence Limit.

SECTION V GENERAL PROVISIONS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within (30) days from the date of the loss incident may result in a denial of the claim. To file a claim or send a claim notification to:

1. log on to <https://th.mycardbenefits.com>
2. Email: APAC.Mastercard@aig.com
3. Contact Customer Service Provider:

AIG Asia Pacific Insurance Pte. Ltd.

AIG Building
78 Shenton Way #09-16
Singapore 079120
Tel: +65 6419 1667

Business Hours: 8:30AM – 5:30PM, Mon – Fri (except public holidays)

Languages supported: English

2. Duties after Loss:

The Cardholder must provide:

1. a signed claim form, if provided
2. Cardholder's statement of account or a copy of purchase receipt showing payment of the item was made entirely with the Eligible Card;
3. For theft claims, official copies of the police report within ninety (90) days of incident;
4. For damage claims, official copies of the repair estimates;

***Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim.**

3. Payment of Claims: All payments to be made by the Insurer shall be paid to Eligible Cardholders in Thailand and such payments shall be subject to the laws and regulations then in effect in Thailand.

4. Legal Rights: You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

5. Fraudulent Claims: If the claim is in any respect fraudulent all benefits in respect of such claim shall be forfeited.

6. Governing Law and Jurisdiction: This purchase protection insurance, its eligibility and any terms and conditions are to be interpreted according to the laws of Singapore. Any dispute will be subject to the jurisdiction of the competent courts of Singapore.

6. Sanctions: The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

7. Third Party Rights: Only the Policyholder, Eligible Cardholders and the Insurer may enforce rights given to them under this Policy and save for giving effect to this purpose, The Contracts (Rights of Third Parties) Ordinance is hereby excluded.

PART B

E- COMMERCE PURCHASE PROTECTION INSURANCE TERMS & CONDITIONS

SECTION I - GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial Capital letter and bold font.

Annual Aggregate Limit	means	the maximum amount per Cardholder for which the Company is liable during the Policy Period under the Policy.
Business	means	(i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for money or other compensation.

Cardholder(s)	means	all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account, in the Territory where such Eligible Card is issued by a participating Issuer.
Collectable Item(s)	means	an object suitable for a collection, originally a work of fine art or an antique, including also any of a wide variety of items collected as a hobby, for display, or as an investment whose value may appreciate that may include but not limited to antiques, toys, coins, comic books and stamps.
Company	means	AIG Asia Pacific Insurance Pte. Ltd..
Courier	means	transportation company.
Covered Purchases	means	Goods purchased on the internet
Credit account	means	any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.
Damage	means	items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.
Eligible Card	means	the Mastercard World Elite Credit cards issued within the Territory.
Eligible Cardholders	means	those Cardholders with Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of claim who shall be entitled to receive Payment or such other benefit as is provided for in the Policy.
Goods	means	items, other than those listed in Section III Exclusions below, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card.
Insured(s)	means	the Eligible Cardholder, who shown as the Insured named in the Policy Schedule and/or Certificate and/or Endorsements, who is insured and covered for the benefits described in the Policy.
Issuer	means	a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard credit program in the Territory and is participating in the E-Commerce Purchase Protection Insurance offering to Cardholders.
Payments	means	a payment to be made under the terms and conditions of the Policy by the Company.
Per Occurrence Limit	means	the maximum amount payable under the Policy for any single covered loss occurrence.
Policy	means	this contract of insurance.
Policyholder	means	Mastercard Asia/Pacific Pte. Ltd. specified as Policyholder in the Policy Schedule who arranges the insurance for the Insured's benefits and pays the Company the premium due.
Rewards Program	means	a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card.
Seller	means	online entity legally selling goods via the internet.
Territory	means	Thailand.

SECTION II - COVERAGE

Whilst the Policy is being in force under the terms, uniform provisions, conditions, coverage, exclusions and endorsement of the Policy and in consideration of the Policyholder paid to the Company the premium due, the Company shall cover the Insured under E-Commerce Purchase Protection Insurance for the Insured's global online purchase, and reimburse the Insured for the following:

- a. Non-delivery/and or incomplete delivery of Goods and shipping charges, that are purchased on the internet: Goods are insured against non-delivery if the Goods have not been delivered within 30 days of the scheduled delivery, unless so otherwise stated by Seller, date and the Seller has failed to refund the Insured to the Insured's credit within 60 days of non-delivery
- b. Improper functioning of the Goods due to Damage of delivered Goods: the delivered Goods are insured against improper functioning as a result of physical damage if the Seller or Courier has failed to refund the Insured to the Insured's credit card within 60 days of delivery

In the event of a valid claim the Company shall pay the Insured the purchase price for each item(s) of the Insured's purchase, up to the amount as specified in the Benefit Schedule, depends upon the type of Eligible Card.

SECTION III EXCLUSIONS

The Policy does not provide coverage for any of the following.

We will not pay for any claim, expenses or loss under this section in connection with:

- a. lawful confiscation by the Police, Government Agencies, Courts or other empowered authorities;
- b. any fraudulent or willful act by You.
- c. any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories;

We shall not be liable to pay any claim under this Section for the non-delivery of or in connection with:

- a. animals or plant life;
- b. cash, bullion, negotiable instruments, shares, traveler's checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
- c. consumable or perishable items (including but not limited to, food, flowers, drink, medicines, nutrition supplements);
- d. motor vehicles, motor cycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
- e. Goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
- f. access to internet websites, software or data files downloaded from the internet including music files, photos, reading material, books and movies;
- g. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
- h. Goods purchased from a natural person either through a private transaction or an online auction website.
- i. counterfeit or fake goods
- j. loss or damage due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water, pollution or contamination of any kind, manufacturing defects or inherent vice, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;
- k. losses due to mechanical failure, electrical failure; software or data failure;
- l. loss of data;
- m. Goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
- n. permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
- o. Goods used for, or intended to be used for, retail and/or property rental, or other business purposes;
- p. items that You have rented or leased;
- q. items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
- r. art, antiques, firearms and Collectable Items;
- s. furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
- t. the costs or charges which do not relate to any purchase, which You paid for using Your Eligible Card;
- u. misplacement;
- v. disappearance; or
- w. Goods deemed to be illegal by local government authorities

SECTION IV CONDITIONS

To be eligible for this coverage, the following needs to be present or to have occurred:

1. The delivery address for the Goods must be to Your postal address in the Territory.
2. A shipment tracking number must be assigned and provided by the Seller of the Goods or a designated transportation company
3. You must take all necessary reasonable action against the Seller to send replacement Goods or refund the purchase amount to You.
4. You must have informed the Seller in writing and by registered mail of the non-delivery of Goods and demanded replacement Goods or a full refund and the Goods have not been delivered.
5. In the event that a claim for non-delivery is paid to You, and the original Goods eventually arrive, You should pay back any indemnity received to Us.
6. In the event that a claim is submitted for improper functioning due to damage of delivered Goods, You shall notify the seller of the Goods and Us within 48 hours.

7. You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

SECTION V GENERAL PROVISIONS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within (30) days from the date of the loss incident may result in a denial of the claim. To file a claim or send a claim notification to:

4. log on to <https://th.mycardbenefits.com>
5. Email: APAC.Mastercard@aig.com
6. Contact Customer Service Provider:

AIG Asia Pacific Insurance Pte. Ltd.

AIG Building

78 Shenton Way #09-16

Singapore 079120

Tel: +65 6419 1667

Business Hours: 8:30AM – 5:30PM, Mon – Fri (except public holidays)

Languages supported: English

2. Proof of Loss:

The Cardholder must provide to the Insurer the following:

- a) a signed claim form, if provided by AIG;
- b) Cardholder's statement of account or copy of purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card;
- c) **Non-delivery:** In the event that a claim for non-delivery is paid to You and the original Goods eventually arrives, You should pay back any indemnity received to Us.

3. Payment of Claims: All payments to be made by the Insurer shall be paid to Eligible Cardholders in Thailand and such payments shall be subject to the laws and regulations then in effect in Thailand.

4. Legal Rights: You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

5. Fraudulent Claims: We will not be liable if a claim is determined by the Insurer to be fraudulent and all payments made in respect of such fraudulent claims shall be forfeited at Our discretion.

6. Governing Law and Jurisdiction: This Policy is governed by and interpreted in accordance to the laws of Singapore. Any dispute will be subject to the exclusive jurisdiction of the courts of Singapore.

7. Sanctions: We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose Us, Our parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

8. Contracts (Rights of Third Parties) Act: A person who is not a party to this Policy contract will have no right under the Contracts (Rights of Third Parties) Act and to enforce any of its term.