

**DAH SING ANA CARD HK VISA PLATINUM  
GLOBAL PURCHASE PROTECTION INSURANCE PLAN  
SUMMARY OF TERMS AND CONDITIONS  
(Period of Insurance – From 1<sup>st</sup> January 2008 to 31<sup>st</sup> December 2008)**

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 \*<sup>1</sup>
- political risks or government actions \*<sup>2</sup>
- 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 \*<sup>3</sup>
- computer/electronic data equipment breakdown or computer virus or similar mechanism or hacking \*<sup>4</sup>

\* Please refer to attached exclusion clauses of “War & Terrorism Exclusion (Insurance)” \*<sup>1</sup>, “Political Risks Exclusion Clause” \*<sup>2</sup>, “Nuclear Exclusion Clause” \*<sup>3</sup>, and “Cyber Primary Exclusion (Material Damage and Business Interruption)” \*<sup>4</sup> 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

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

### Conditions

1. The **Insured Person** shall take all reasonable precaution to prevent loss or damage.
2. Where **Property Insured** consists of articles in a pair or set the **Insurer** will indemnify the **Insured Person** 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

- |                |  |
|----------------|--|
| Immediately    | notify the police if loss or damage is due to burglary, robbery, housebreaking, malicious acts, riot or civil commotion.   |
| Within 30 days | submit a complete claim form which can be obtained by calling Dah Sing Insurance hotline <b>2808 5273</b> 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.

2. All wordings terms conditions and exceptions are subject to the Insurance Company’s original Policy.

3. For Claims, please contact Dah Sing Insurance Company Limited at 20/F., Island Place Tower, 510 King’s Road, North Point, Hong Kong. ( Telephone No. – 2808 5273 )

**WAR & TERRORISM EXCLUSION (INSURANCE) \*<sup>1</sup>**

The insurance by this policy excludes:

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
3. 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 \*<sup>2</sup>**

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 \*<sup>3</sup>**

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) \*<sup>4</sup>**

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