

Summary of Purchase Protection Insurance
for Principal Cardholders of Citi PremierMiles Card / Citi Cash Back Card

Period of Insurance: 1 April 2018 – 31 March 2019 (Both dates inclusive)

Policy No: ZAA0008889ZC

Coverage Summary

Coverage *Accidental* lost or damage to any *Insured Personal Property* within *Territorial Limit* during the *Operative Period of Insurance*.

Zurich will indemnify the *Insured Person* in respect of such loss or damage by payment, or at its option by repair, reinstatement or replacement, after the *Deductible*.

Operative Period of Insurance:

1. Items purchased within the *Territorial Limit* from the date of purchase until 23:59 hours on the **30th day** thereafter

OR

2. items purchased under a merchandising program in which case cover shall commence from the date of delivery in undamaged condition to the *Insured Person* and until 23:59 hours on the **30th day** thereafter, provided the entire cost of the purchase has been charged to the *Insured Person's* Citibank Card.

In the event that only a portion of the purchase price is charged to the Citibank Card, *Zurich* shall not be liable to pay more than the corresponding proportionate amount of the loss which the amount charged to the Citibank Card bears to the purchase price.

Maximum Indemnity: USD 3,800 any one item, subject to a limit of USD 7,600 any one occurrence

Deductibles:

1. USD 45 for each and every claim due to burglary, robbery and hold-up

OR

2. 35% of the purchase price or USD 45 whichever is the higher for each and every

claim due to reasons other than burglary, robbery and hold-up

Territorial Limit: Worldwide

What To Do When the *Insured Person* Needs Help

- For *Zurich's* customer service, call *Zurich's* enquiry hotline on Customer Services Hotline: +852 2903 9482. *Zurich's* office hours are Monday to Friday 9:00 a.m. to 5:30 p.m., Saturday 9:00 a.m. to 1:00 p.m. (except for public holidays).

Please see below extract of the policy wording. The terms "we", "us", "our", "the Insurer" and "Zurich" refer to Zurich Insurance Company Ltd.

Part 1 – Definition

Certain words in this policy have specific meanings. *We* have printed these words in italics throughout this policy and have given the meanings below:

Accident/Accidental

a sudden and unforeseen event that happens unexpectedly.

Cardholder

a principal cardholder of Citi PremierMiles Card / Citi Cash Back Card which is issued by the Insured in Hong Kong.

Hong Kong

the Hong Kong Special Administrative Region of the People's Republic of China.

Insured Person

any person who lawfully holds a valid principal Citi PremierMiles Card / Citi Cash Back Card and the card must be valid at the time of the loss.

Insured Personal Property

any tangible personal property of the *Insured Person* the full cost or portion of cost which has been charged to a Citibank Card not being property excluded under the Policy.

Excluded property:

1. Property that is insured under another insurance policy unless its coverage does not extend to cover such loss or damage
2. Property that is covered under a guarantee or warranty unless the loss or damage is not otherwise covered
3. Consumables and perishables
4. Motor vehicles, motor cycles or their motors, equipment and accessories (including communication devices intended solely for use in the vehicle), bicycles, marine craft, aircraft, model airplane and boats
5. Business property or property purchased to be used for a business purpose
6. Cash, bank or currency notes, cheques, travellers cheques, money orders, postal orders, postage stamps, securities, negotiable instruments of any kind, bullion, rare or precious coins, documents or tickets of any kind, unset gemstones
7. Livestock, pets, animals, plants or other living creatures
8. Any corruption, destruction, distortion, erasure or other loss or damage to data, software or any kind of programming or instruction set.

Schedule

the schedule attached to and incorporated in this policy.

Terrorism

an act of terrorism includes any act, preparation or threat of action including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, and which

- involves violence against one (1) or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

War

a contest by force between two (2) or more nations, carried on for any purpose; or armed conflict of sovereign powers; or declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of peaceful relations and (ii) a general contention by force, both authorized by the sovereign.

We, Us, Our, The Insurer, Zurich
Zurich Insurance Company Ltd

Part 2 – General Exclusions

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. mechanical, electrical or electronic breakdown, failure or derangement;
2. theft from any unattended vehicle unless all windows are securely closed and all doors, boot and openings are securely locked and there is visible sign of break-in;
3. marring or scratching, denting, chaffing, deterioration, depreciation, alteration, maintenance, any process of cleaning or drying, repairing, renovation, bleaching, dyeing, restoring, or servicing;
4. leakage, loss of weight, shrinkage, evaporation, bulging, buckling, seepage, contamination, insect or vermin, inherent vice, wear and tear, rust, corrosion, mildew, atmospheric or climatic condition (including wind, rain, hail, sleet, snow, and frost) or any other gradually operating causes;
5. delay, seizure, confiscation, destruction, requisition, retention or detention by Customs or other Government or Public Authority or Official;
6. the intentional, deliberate or fraudulent acts of the Cardholder or his representatives, or anyone residing in the same household or to whom the property has been entrusted;
7. mysterious disappearance or unexplained losses;
8. transit by air, vessels or ships, trains or vehicles, or any other modes of public transportation unless the property is hand-carried by the Cardholder during the course of the transit;
9. product defects, faulty or defective design, material or workmanship, latent defect;
10. ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or hazardous properties of any nuclear assembly or nuclear component thereof;
11. any consequence of war, act of terrorism, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny, riot, strikes, military or popular uprising, rebellion, revolution, insurrection, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
12. the Cardholder's failure to exercise the necessary level of care and attention needed to avoid or diminish such loss or damage to the property;
13. depreciation in value or loss of use of the property or consequential loss of any and every kind;
14. The failure of any computer, data processing equipment or the like that results from or in related to date recognition, data related performance or functionality;
15. Functioning or malfunctioning of the internet, or any intranet or private network, or similar facility.

Part 3 – General Conditions

1. This policy is a mandatory cover to all *cardholder*.

2. Eligible purchases are automatically protected without the need to register. Compensation will be granted up to the amount shown on the sales slip of the above valid Citibank Credit Card. Cardholder should retain original sales receipt/ invoice for record.
3. For loss or damage to any property forming part of a pair or set, the claim amount will not be more than the value of any particular part(s) which may be lost or damaged without reference to any special value which the property may have as part of such pair or set; nor more than a proportionate part of the value of the pair or set.

Part 4 – General Provisions

1. Entire Contract

This policy contract including all relevant documents will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* authorized officer and evidenced by endorsement of amendment.

2. Notice of Claims

Written notice of claim must be given to *us* by the *insured person* within thirty (30) days of the date of the incident causing such loss. In the event of *accidental* death, written notice thereof must be given to *us* by *insured person's* legal representative within thirty (30) days of the date of the incident causing such loss.

All other certificates, information and evidences required by *us* shall be furnished at the expenses of the *insured person's* or the personal representative of the *insured person* and shall be in such form and of such nature as *we* may prescribe. If the *insured person* does not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

3. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the date of issuance of *our* receipt of the claim provided to *us*. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished at the expense of the claimant without any expense to *us*.

4. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the incident giving rise to a claim under this policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

5. Payment of Claims

All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval.

6. Misrepresentation or Non-disclosure

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose pre-existing condition or fail to act in utmost good faith, *we* will not be liable for any claim and all covers and benefits under the policy for the relevant *insured person* shall cease immediately. *We* will not be liable to refund any premium paid. If any benefit has been paid by *us*, the *insured person* shall refund such benefit to *us* within seven (7) working days from the date of *our* notice of demand.

7. Other Insurance

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as the ones being claimed under this policy, *we* will only be liable for *our* proportionate share.

8. Clerical Error

Our clerical errors shall not invalidate policy otherwise valid nor continue policy otherwise not valid.

9. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed

in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

10. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which *we* are entitled by virtue of *our* right hereunder.

11. Alternative Dispute Resolution

In the event of a dispute arising out this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the *Hong Kong* International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under this policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

12. Rights of Third Parties

Other than the Insured or the *insured persons* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

13. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

14. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to the *insured person* from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

The *insured person* shall, and shall procure all other *insured person covered* under the policy to, authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of *Hong Kong*, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time.

When information about a third party is provided by the *insured person* to *us*, the *insured person* warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

15. Governing Law and Jurisdiction

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

16. Duplicate or Multiple Cards

In no event will duplicate or multiple cards obligate *us* to pay in excess of this Coverage Summary for any one (1) loss sustained by any one (1) individual *cardholder* as a result of any one (1) incident under this Policy. The maximum amount payable where duplicate cards are held by any *cardholder* will be the Maximum Indemnity specified in the Coverage Summary.

Claims Procedure

Step 1 – Notify *us* within thirty (30) days of any occurrence which may give rise to a claim.

Step 2 – Complete and provide a claim form and the following documents to *us*.

Loss or Damage to Insured Personal Property

- Receipts, including date of purchase, price, model and type of items lost or damaged
- Police report

Additional documents relevant to the claim may be required and to be forwarded upon *our* request.