### **Avo Insurance Company Limited**

5/F, 160 Des Voeux Road West, Sai Ying Pun, Hong Kong

T +852 3572 8222 E cs@heyavo.com W www.heyavo.com



# 「恒安標準人壽(亞洲)」電子錢包保障(mini版)保單

## 保障細則

本保障細則是 Avo 電子錢包保障 (mini 版)保單 (以下稱為「本保單」)的摘要·本保障細則包含釋義、條款、條件及不保事項。

## 第一部分 - 釋義

本保障細則中某些詞語具有特定含義,如下所示:

「*年***龄**」 於 *保障期限*起始日時的上一個生日之年歲。

「*每年最高保障額*」 *我們在保障期限*內就個別事故及 / 或多個事故向*受保人*支付的最高賠償金額。

「*認可機構*」 根據《銀行業條例》獲授權在**香港**經營業務的機構,並由金管局監管。

「*發卡機構*」 *香港*任何*信用卡*發行機構。

「實體形式的儲值支付工具」 @ 價值儲存於實體卡·手錶·飾物或手機等實物裝置上的電子晶片內的儲值支付工

具∘

電腦網絡或流動電話網絡等接達而儲存價值以用於線上購買的付款或 P2P 支

付。

「*家庭*」 通常與*受保人居住的子女、配偶、同居伴侶及 / 或父母 。* 

「*儲值金額*」 指該工具的剩餘儲值,但不包括任何 *MPSVF* 按金。

「**香港**」 中華人民共和國香港特別行政區。

「**身份盜竊**」 欺詐者竊取或攔截*受保人*的身份資料·並在未經*受保人*明確同意的情況下利用*受* 

*保入*的身份資料以獲取金錢、商品或服務。

「*受保八達通*」 *受保人*的個人八達通及 / 或附有自動增值服務("AAVS")的八達通·而此等

八達通可使用八達通卡有限公司的八達通報失服務。對於附有 AAVS 的八達通,

*受保人*必須是 AAVS 帳戶持有人及八達通持有人。

「*受保人*」 任何已獲得*保單持有人*的保險資格書面確認書之人士,而其姓名明確地記錄於本

保單內。*受保人*必須是年滿十八(18)歲以上的香港居民,並持有有效的香港身

份證。

Document Control No.: POL-PES-26052021-SLE-N P a g e 1 | 12

( "**MPSVF**" ) \_

「 多用途 儲值 支付工具 指獲金管局發牌的多用途儲值支付工具·該工具可儲存金錢價值·而且可用作就 貨品及服務付款及/或轉帳給另一人,即 P2P 支付。

「*個人對個人*("**P2P**") 支付□

一種在線功能使*受保人*能從他 / 她的*電子錢包*帳戶或從連接到他 / 她的*電子錢包* 帳戶的信用卡帳戶轉賬到另一個電子錢包帳戶或銀行帳戶。

「*保單持有人*」或「*恒安標準 人壽(亞洲)*」

恒安標準人壽(亞洲)有限公司。

「保障期限」

**保單持有人**的保險資格書面確認書中所訂明本保單的保障有效期限。

「儲值支付工具 ( *"SVF*" ) 」

指可儲存金錢價值的工具,而且該工具可用作支付貨品及服務及/或轉帳给另一 人。

「*附屬卡持有人* 」

「恐怖活動」

包括但並不限於任何個人或團體,不論獨自行動或代表任何組織或與任何組織或 政府有聯系,為了政治、宗教或意識形態目的,透過使用或威脅使用武力、暴 力,或任何危害人類生命、有形或無形財產或基礎設施的行為,其目的或效果是 影響任何政府及/或使公眾或任何部份公眾感到恐慌。任何 恐怖活動必須經有關政 府確認及向公眾宣佈。

「第三者」

與*受保人*進行正常商業交易且既不控制也不受*受保人*控制的任何個人或機構。第 三者不得是:

- a) 與*受保人*有僱主與僱員關係的任何人士或機構;或
- b) 被委託管有*受保人*的個人資料的任何人士或機構;或
- 任何*受保人*的*家庭*成員及 / 或親屬 ( 無論是否與*受保人*居住 ) 及 / 或其授權 的代表。

「*驗證帳戶*」

*受保人*的個人資料,如*受保人*的姓名、出生日期、國籍及身份證件副本及/或號 碼已提交給 MPSVF 持牌人並獲得驗證的電子錢包。

「我們」、「我們的」 或「**Avo**」

安我保險有限公司。

Document Control No.: POL-PES-26052021-SLE-N Page 2 | 12

## 第二部分 - 保障

我們將以每年最高保障額為每名受保人 8,000 港元為限·賠償每名受保人向根據《支付系統及儲值支付工具條例》獲香港金融管理局(金管局)發出牌照的 多用途儲值支付工具("MPSVF")持牌人及/或發卡機構首次報失前的十五(15)天內·受保人的電子錢包及/或信用卡因身份盜竊·而出現任何未經受保人授權使用的實際及不可復得的金錢損失。

## 前提是:

- 1. *受保人*的電子錢包是*受保人*自己名下的 *MPSVF 驗證帳戶*。
- 2. *受保人*年滿 十八 (18) 歲或以上。
- 3. 所有**電子錢包**及/或*信用卡*必須在*保障期限*開始時有效且付款信用良好。
- 4. 我們於本保單的賠償不會超過每名受保人每年最高保障額8,000港元。
- 5. 在發現未經授權的交易及/或遺失*信用卡*及/或移動設備(如與*受保人*的*電子錢包*綁定的流動電話)後二十四 (24)小時內·向 **MPSVF** 持牌人及/或*發卡機構*報告並凍結*受保人*的*電子錢包*及/或*信用卡*。
- 6. 在發現損失後三十(30)天內報警,並向警方詳細說明該未經授權的交易及損失。
- 7. **MPSVF** 持牌人及 / 或 發卡機構不會補償 **受保人**的未經授權交易。
- 8. *受保人*有責任支付或必需向 **MPSVF** 持牌人及 / 或 **發卡機構**承擔付款責任。
- 9. 受保人必須向我們提交證據‧證明電子錢包及/或信用卡產生了未經授權的款項及費用。

為免生疑問·**我們**將以**每年最高保障額**為每名**受保人**8,000港元為限·補償**受保人**因被**第三者**在未經**受保人**明確同意的情況下使用**受保人**的**電子錢包**來獲取金錢、商品或服務的實際損失金額·但並不包括**儲值金額**。

### 八達通延伸保障

儘管有一般不保事項 2.規定·我們將延伸賠償受保人因遺失受保人的受保八達通而導致出現未經受保人授權使用的實際及不可復得的金錢損失。本延伸保障只可於保障期限內索償一次·而索償的最高保障額為 500 港元·並已包括在本保單的每名受保人每年最高保障額8,000 港元內。於同一索償中·遺失的受保八達通並不設數量限制。

## 前提是:

- 1. 所有*受保八達通*必須有效。
- 2. 在發現遺失*受保八達通*後·*受保人*必須於合理時間內並按照適當的程序向八達通卡有限公司成功報失。
- 3. *我們*只承擔在成功報失後首三小時內的損失責任。
- 4. 提出本延伸保障索償時, *受保人*必須向*我們*提交證據, 而警方報告並不是必需的。

## 不保事項只適用於本延伸保障:

我*們*不會賠償因遺失*受保八達通*所引致的按金、服務收費、補領新卡的手續費、行政費及其他收費。

## 第三部分 - 一般不保事項

如果索償是由以下原因直接或間接造成, 我們將不會向 *受保人*支付任何保障:

- 1. 只可用作就發行人提供支付貨品或服務的單用途 **SVF**·而該等工具毋須遵守金管局的發牌制度。
- 2. 實體形式的 *SVF*,如預付卡。
- 3. 無需向金管局申領牌照的非儲值支付工具·**受保人**亦無需預先存入現金(**信用卡**除外)。
- 4. *受保人*無需提供身份證明(電郵地址及流動電話號碼除外)如香港身份證或住址證明等的基本**電子錢包**帳戶。
- 5. 附屬卡。
- 6. **受保人**首次向認可機構及/或發卡機構報告發生事故十五(15)天前進行的自動櫃員機提款。
- 7. 扣帳卡。
- 8. 不遵守*受保人*的*電子錢包*及/或*信用卡*制訂之所有條款及細則。
- 9. 因*受保人*未能遵守一般條款 8.項下的發生損失後之責任而產生的額外損失。
- **10**. *受保人*的故意或惡意行為。
- 11. 在*保障期限*生效前已存在的事實或情況,而*受保人*知道或理應知道這些事實或情況可能引起索償。
- 12. 任何*受保人*直接或間接造成或認可的損失或費用。
- 13. 任何無法解釋的損失或神秘失蹤。
- 14. 任何政府機關的命令造成的任何損失。
- 15. 任何已獲得 **MPSVF** 持牌人及 / 或 *發卡機構*為該交易作出補償的索償。
- 16. 任何與*附屬卡持有人*有關的損失。
- 17. 戰爭、侵略、外敵入侵、敵對或類似戰爭的行動(不論宣戰與否)、內戰、叛亂、革命、暴動、騷亂、起義、軍事政變或篡權、戒嚴、暴動或任何合法組成的組織或故意破壞的行為。
- 18. 任何*恐怖活動*。
- 19. 如果 **我們**賠償或支付的任何損失或費用·將導致 **我們的**聯屬公司違反聯合國决議的任何制裁、禁令或限制·或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於 **我們的**管轄權。

## 第四部分 - 一般條款

### 1. 申請資格

*受保人*必須登記參加*保單持有人*提供的「免費電子錢包保障計劃推廣活動」之活動,及已獲得*保單持有人*的保險書面確認書,以符合本保單的保險資格。

## 2. 保單有效性

所有**電子錢包**及/或*信用卡*必須有效且信用良好。

### 3. 已知的情況或事故

只有在*受保人*察覺有可能導致對本保單提出任何索償的任何情況之前參加本保單·*受保人*的保險方才有效。

## 4. 管轄法律

本保單在香港簽發,並受香港特別行政區法律管轄和解釋。

### 5. 資料不正確或變更

如*保單持有人*在任何時候發現向*我們*聲明的任何資料並不正確或已被更改,*保單持有人*必須立即通知*我們*,因為這會影響*受保人*的保障是否仍然有效。

### 6. 欺詐

如*受保人*或代表*受保人*的任何人士對本保單作出任何虛假或涉及欺詐的索償·對於此類欺詐性索償·**我們**概不負責。

#### 7. 發生損失後之責任

在發生損失時及之後·**受保人**必須使用一切合理的方法避免產生更多的損失。如發生損失·**受保人**應:

- a) 於發現此類盜竊或損失後二十四(24)小時內向 *MPSVF* 持牌人、*發卡機構*或*認可機構*報告;及
- b) 在發現此類盜竊或損失後三十(30)天內儘早報警。

### 8. 重複保險 / 任何其他來源的賠償

每位*受保人*根據本保單只能獲得一(1)次電子錢包保障(mini 版)計劃保障。如*受保人*已多次登記參加「免費電子錢包保障計劃推廣活動」之活動並已向*我們*申報·該*受保人*根據本保單所適用的*保障期限*應由*恒安標準人壽(亞洲)*為該*受保人*申報的最早之保障生效日期起生效。在索償時·若同一*受保人*另有其他保險或途徑承保/提供與本保單相同的保障·本保單不應用作分擔全部或部分損失·並只應在該*受保人*的其他保險未能作出償付的情況下作出賠償。

#### 9. 索償通知

*受保人*必須在可能導致向本保單提出索償的任何事故發生後三十(30)天內或在合理可能的情況下儘快向*我們*發出書面的索償通知。任何索償均須連同令*我們*滿意的證明一併提交,所有證明的費用須由*受保人*或*受保人*的代表負責。如*我們*未能在提出書面要求的六十(60)天內收取所需索償資料,*我們*即不會對任何索償承認責任,而該索償均被視作已被放棄。

## 10. 舉證責任

如我們根據可能適用之任何不保事項條文聲稱任何損失不在本保單承保範圍之列·則*受保人*須自行舉證證明該損失在受保範圍之列。

### 11. 貨幣

除非保單列表另有訂明·否則本保單內的所有保費及保障額均以港幣計算。對於涉及外幣的索償·匯率將由**我們** 以合理的外幣匯率確定。**我們**不會承擔**受保人**可能遇到的任何與匯率相關的損失。

#### 12. 賠償支付

任何賠償應直接支付給受保人。

### 13. 處理糾紛

若就本保單有任何無法解決的爭議,我們同意通過調解來解決爭議。如果調解失敗,爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識,則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如我們拒絕就任何索償向保單持有人及/或受保人的法定代表又未在被拒之日起十二(12)個月內提出仲裁,則無論

Document Control No.: POL-PES-26052021-SLE-N P a g e 5 | 12

任何情況下,該索償均被視作已被放棄,及以後不可作出追討。

## 14. 筆誤

我們的筆誤不會令生效之保單因而失效,或令失效之保單因而生效。

## 15. 第三者權利

任何非本保單一方的個人或機構均不能根據《合約(第三者權利)條例》(香港法例第 623 章)強制執行本保單的任何條款。

## 16. 制裁條款

**我們**不可提供任何保障及不會承擔任何賠償責任或提供任何賠償,若賠償該損失或費用可能使**我們**違反聯合國決議的任何制裁、禁令或限制,或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於 我們的管轄權。

### 17. 遵守保單條文

不遵守本保單中的任何條文將導致所有索償無效。

## 18. 收集個人資料

**保單持有人**同意**我們**所收集及持有的所有個人資料將只用於本保單·並遵守與收集、存儲、使用、披露、處理或轉移任何個人資料的所有適用法律、規例、監管要求、指引、指令及實務守則。

## 19. 終止受保人保障

*受保人*於本保單內的所有保障將在下列其中一個日期自動終止,以最早者為準:

- a) *保障期限*屆滿時;
- b) 收到該*受保人*的終止保障的事先書面通知;
- c) 當該 *受保人*已獲得 100%的每年最高保障額;或
- d) *受保人*身故當日。

Document Control No.: POL-PES-26052021-SLE-N Page 6 | 12

# "Heng An Standard Life (Asia)" eWallet Protection (mini version) Policy

# **Coverage Detail**

This Coverage Detail is a summary of Avo eWallet Protection (mini version) Policy (hereinafter known as "this Policy") which includes definitions, terms, conditions and exclusions.

## **PART 1 - DEFINITIONS**

Certain words in this Coverage Detail have specific meanings, which are given below:

"Age" or "Aged"	The age of last birthday on the commencement date of the Protection Period.
"Annual Benefit Amount"	The maximum compensation amount We pay the Insured Person for the event and/or multiple events within the Protection Period.
"Authorized Institutions"	Institutions authorized under the Banking Ordinance to carry business in Hong Kong and they are supervised by the Hong Kong Monetary Authority ("HKMA").
"Card Issuer"	Any issuing authority of Credit Card in Hong Kong.
"Credit Card(s)"	Credit Card(s) under the name of the Insured Person as principal cardholder.
"Device-based SVF"	The value of the amount of money stored in an electronic chip on a card or physical device such as watches, ornaments or smart phones.
"eWallet"	The non-device network-based account operating by the Multi-purpose Store Value Facility ("MPSVF") Licensee(s) which the Insured Person can access through internet, computer network or mobile network and with which the Insured Person can store value for making payments for online purchases or for P2P Payments.
"Family"	Child(ren), spouse, partner and/or parent who are ordinarily residing with the Insured Person.
"Float"	The stored value remaining on the facility but does not include any MPSVF deposits.
"Hong Kong"	The Hong Kong Special Administrative Region or the HKSAR of the Peoples' Republic of China.
"Identity Theft"	Fraudsters steal or intercept the Insured Person's identity information and make use of such identity stolen to obtain money, goods or services without the expressed consent of Insured Person.
"Insured Octopus"	The Personalized Octopus and/or Octopus linked to Automatic Add Value Service ("AAVS") of the Insured Person that are eligible for the Lost Octopus Reporting Service of Octopus Cards Limited. For Octopus linked to AAVS, the Insured Person must be the AAVS account holder and the Octopus holder.
"Insured Person(s)"	Any person who has received the written confirmation of entitlement to

this insurance cover from the Policy Holder and recorded specifically under

Document Control No.: POL-PES-26052021-SLE-N P a g e 7 | 12

this Policy. The Insured Person must be Hong Kong resident with eighteen (18) years of Age or above and hold a valid Hong Kong Identity Card.

"Multi-purpose Store Value Facility ("MPSVF")"

Facility under the licensing regime of the HKMA and which can store monetary value, and can be used as a means of payment for goods and services and/or to transfer money to another person (i.e. P2P Payments).

"Person-to-person ("P2P") Payment(s)" An online function that allows the Insured Person to transfer money from his/her eWallet account or from his/her Credit Card account which has been linked to his/her eWallet account to another eWallet account or a bank account.

"Policy Holder" or "HASL Asia" Heng An Standard Life (Asia) Limited.

"Protection Period"

The period during which the cover is effective in respect of the Insured Person and is specified in the written confirmation of entitlement to this insurance cover from the Policy Holder.

"Store Value Facility ("SVF")"

Facility which can store monetary value, and can be used as a means of payment for goods and services and/or to transfer money to another person.

"Supplementary Cardholder"

Any person who is issued with a supplementary card upon request of the Insured Person as a principal cardholder of the Credit Card.

"Terrorism"

Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.

"Third Party"

Any person or entity who deals at arm's length with the Insured Person and which neither controls nor is controlled by the Insured Person. Third Party shall not be:

- a) any person or entity who is in an employer-employee relationship with the Insured Person; or
- b) any person or entity who is entrusted with the Insured Person's personal information; or
- any member of the Insured Person's Family and/or relatives (regardless of residing with the Insured Person or not) and/or their authorized representatives.

"Verified Account"

An eWallet that the Insured Person's personal information such as name, date of birth, nationality and identity document copy and/or number is submitted and verified by MPSVF Licensee(s).

"We", "Our", "Us" or "Avo"

Avo Insurance Company Limited.

Document Control No.: POL-PES-26052021-SLE-N

Page 8 | 12

## **PART 2 - BENEFITS**

We will reimburse each Insured Person for the actual and irrecoverable monetary loss to his/her eWallet(s) and/or Credit Card(s) up to Annual Benefit Amount of HK\$8,000 per Insured Person due to fraudulent use of his/her eWallet(s) and/or Credit Card(s) arising from Identity Theft up to fifteen (15) days prior to the Insured Person first reporting of such unauthorized uses to the Multi-purpose Store Value Facility ("MPSVF") Licensee(s) licensed by the Hong Kong Monetary Authority ("HKMA") under Payment Systems and Stored Value Facilities Ordinance and/or Card Issuer(s).

### Provided that:

- 1. The eWallet is a Verified Account of the MPSVF(s) under the name of the Insured Person.
- 2. The Insured Person is eighteen (18) years of Age or above.
- 3. All eWallet(s) and/or Credit Card(s) must be valid and in good standing for payments at the start of the Protection Period.
- 4. The indemnity from Us will not be more than the Annual Benefit Amount of HK\$8,000 per Insured Person under this Policy.
- 5. The Insured Person reports to the MPSVF Licensee(s) and/or Card Issuer(s) and to suspend his/her eWallet(s) and/or Credit Card(s) within twenty-four (24) hours upon discovery of the unauthorized transactions and/or loss of any mobile device such as mobile phone, that is bound to his/her eWallet(s) and/or loss of Credit Card(s).
- 6. The Insured Person reports to the police and detail the unauthorized transactions and losses within thirty (30) days upon discovery of the loss.
- 7. The MPSVF Licensee(s) and/or Card Issuer(s) are not reimbursing the Insured Person for the unauthorized transactions.
- 8. The Insured Person is obligated to pay or the Insured Person is held liable for by the MPSVF Licensee(s) and/or Card Issuer(s).
- 9. The Insured Person must submit evidence to Us that unauthorized charges were made to eWallet(s) and/or Credit Card(s).

For the avoidance of doubt, We will reimburse the actual amount of losses to eWallet(s) of the Insured Person by a Third Party to obtain money, goods and services without his/her expressed consent subject to the Annual Benefit Amount of HK\$8,000 per Insured Person, but not the Float.

### **Octopus Extension**

Notwithstanding General Exclusion 2., We will extend to reimburse the actual and irrecoverable monetary loss resulting from the unauthorized use of an Insured Octopus in the event the Insured Octopus is/are lost. This extension can only be claimed once during the Protection Period up to the maximum benefit amount of HK\$500 which is inclusive in the Annual Benefit Amount of HK\$8,000 per Insured Person under this Policy. There is no limit to the number of Insured Octopus the Insured Person can claim at one single event.

### Provided that:

- 1. All Insured Octopus must remain valid.
- The Insured Person has to successfully report the loss of his/her Insured Octopus to Octopus Cards
  Limited by following the reporting procedure within the reasonable time period upon discovery of
  the loss.
- 3. We only bear the liability of loss for the first three hours after successfully reporting the loss.
- 4. The Insured Person must submit evidence to Us if making a claim, however police report to claim under this extension is not necessary.

## Exclusion applicable to this extension:

We will not cover any deposit, service fee, card replacement cost, administrative fee or other fee due to the loss of the Insured Octopus.

Document Control No.: POL-PES-26052021-SLE-N Page 9 | 12

### **PART 3 - GENERAL EXCLUSIONS**

We will not pay the Insured Person any benefits if the claim is caused directly or indirectly as a result of or in connection with:

- 1. single-purpose SVF(s) that can only be used to pay for goods or services provided by the issuer, and are not subject to the licensing regime of the HKMA.
- 2. device-based SVF(s) such as pre-paid cards.
- 3. non-stored value payment facilities that are not required to be licensed under the HKMA by which the Insured Person is not required to deposit money in advance (except Credit Cards).
- basic eWallet accounts that the Insured Person is not required to provide his/her identity proof (except email address and mobile number), such as Hong Kong Identity Card or residential proof and etc.
- 5. supplementary card(s).
- 6. Automated Teller Machine withdrawals that were made more than fifteen (15) days prior to the Insured Person first reporting the event to the Authorized Institution(s) and/or Card Issuer(s).
- 7. debit card(s).
- 8. non-compliance with all terms and conditions by which the eWallet(s) and/or Credit Card(s) of the Insured Person are issued.
- 9. additional losses that occur due to the Insured Person's failure to comply with GENERAL CONDITION 7. DUTIES AFTER LOSS.
- 10. intentional or malicious actions of the Insured Person.
- 11. facts or circumstances existing prior to the commencement of the Protection Period, which the Insured Person knew or ought reasonably to know to be facts or circumstances likely to give rise to a claim.
- 12. any loss or expense that the Insured Person has directly or indirectly created or endorsed.
- 13. any unexplained loss or mysterious disappearance.
- 14. any loss caused by the order of any government authority.
- 15. any claim that has been reimbursed by the MPSVF Licensee(s) and/or Card Issuer(s) for the transaction.
- 16. any loss in related to Supplementary Cardholder(s).
- 17. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority or vandalism of any kind.
- 18. any act of Terrorism.
- 19. any loss or expense if reimbursed or paid by Us would result in Us or Our affiliates expose to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.

## PART 4- GENERAL CONDITIONS

## 1. ELIGIBILITY

To be eligible for insurance cover under this Policy, an Insured Person has to sign up to join the campaign of "Free eWallet Protect Coverage promotion campaign" offered by the Policy Holder and received the written confirmation of the insurance cover from the Policy Holder.

## 2. POLICY VALIDATION

All eWallet(s) and/or Credit Card(s) must remain valid and in good standing for cover to apply.

### 3. KNOWN CIRCUMSTANCES OR EVENTS

This insurance is only valid if the Insured Person enrols this Policy before he/she becomes aware of any possible situations that may lead to any claim on this Policy.

### 4. GOVERNING LAW

This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.

## 5. INCORRECT OR CHANGE IN INFORMATION

If at any point in time, the Policy Holder becomes aware that any information declared to Us is incorrect or has been changed, the Policy Holder must notify Us without unreasonable delay since this can affect whether the coverage of the Insured Person is still valid.

### 6. FRAUD

If the Insured Person or anyone acting on his/her behalf put forward any claim under this Policy knowing the same to be false or fraudulent, We will not be liable to make any payment in respect of such fraudulent claim.

### 7. DUTIES AFTER LOSS

The Insured Person must use all reasonable means to avoid future loss at and after the time of a loss. In the event of a loss, the Insured Person shall:

- a) report the theft or loss to the MPSVF Licensee(s), Card Issuer(s) or Authorized Institution(s) within twenty-four (24) hours of discovering such theft or loss; and
- b) file a police report at his/her earliest upon discovering such theft or loss and shall be within thirty (30) days of discovering such theft or loss.

### 8. DUPLICATE INSURANCE/REIMBURSEMENT FROM ANY OTHER SOURCE

Each Insured Person can only have one (1) eWallet Protection (mini version) insurance cover under this Policy. In the event that an Insured Person has signed up to join the campaign of "Free eWallet Protect Coverage promotion campaign" more than once and declared to Us, the Protection Period of the insurance cover of this Insured Person under this Policy shall take effect from the earliest coverage effective date declared by HASL Asia for this Insured Person. If there is any other insurance or source which also covers the same benefits as this Policy at the time of claim for the same Insured Person, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance or any other source for such Insured Person.

### 9. NOTICE OF CLAIM

The Insured Person must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at his/her own expense or his/her representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.

### 10. BURDEN OF PROOF

Where We allege that by reason of provision of any exclusion which may be applicable, any loss is not covered by this Policy, the burden of proving that such loss covered shall be on the Insured Person.

### 11. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong Dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally liable for any exchange rate-related losses that the Insured Person may have.

### 12. PAYMENT OF CLAIMS

Benefits under this Policy shall be paid directly to the Insured Person.

## 13. DEALING WITH DISPUTES

If any disputes on this Policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre. It is 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. We disclaim liability to the Policy Holder and/or the Insured Person for any claim under this Policy and such claim shall not be made within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

### 14. CLERICAL ERROR

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

## 15. RIGHTS OF THIRD PARTIES

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.

### 16. SANCTION

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits under this Policy if the loss or expense reimbursed or paid by Us would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.

## 17. COMPLIANCE WITH POLICY PROVISIONS

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

### 18. COLLECTION OF PERSONAL DATA

The Policy Holder agreed that all personal data collected and held by Us will be used only in relation to this Policy in compliance with all applicable laws, regulations, regulatory requirements, guidelines, orders and codes of practice in connection with the collection, storage, use, disclosure, processing or transfer of any personal data.

## 19. TERMINATION OF AN INSURED PERSON'S INSURANCE

The coverage of an Insured Person under the Policy shall automatically cease on the earliest of the following dates:

- a) upon expiry of his/her Protection Period;
- b) a prior written notice of coverage termination received from such Insured Person;
- c) when 100% of the Annual Benefit Amount of such Insured Person is paid; or
- d) the date of death of such Insured Person.