# Identity Insurance 身份保障

Insurance Certificate Terms & Conditions 保險證明條款細則



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Identity Insurance Insurance Certificate Terms and Conditions, Hong Kong SAR. 10/2023 Published. ©2023 Chubb. Coverages underwritten by one or more subsidiary companies. Not all coverages available in all jurisdictions. Chubb® and its respective logos, and Chubb.Insured.™ are protected trademarks of Chubb. This product is underwritten by Chubb Insurance Hong Kong Limited. 身份保障保險證明條款細則,香港特別行政區。10/2023 編印。 ©2023 安達。保障由一間或多間附屬公司所承保。並非所有保障可於所有司法管轄區提供。Chubb®及其相關標誌,以及 Chubb. Insured.™ 乃安達的保護註冊商標。

The English version is the official version. If any dispute arises regarding the interpretation of any part of this **Insurance Certificate Terms & Conditions**, the English version shall prevail.

## **Important Customer Information**

## **Identity Insurance**

When **You** opted in for this insurance, TransUnion Limited (**TU HK**) had, based on **Your** consent, provided **Your** details to **Us** on **Your** behalf. The information provided about **You** shall form the basis of this contract of insurance. **We** provide cover to **You** on the terms contained in the **Insurance Certificate Terms and Conditions** and any other document that **We** issued to **You**.

All of these make up the **Insurance Certificate** with **Us**.

#### Please Read This Insurance Certificate Terms & Conditions

#### IMPORTANT INFORMATION ABOUT THIS COVER

- 1. Please read **Your Insurance Certificate**
- 1.1. It is important that **You** read carefully and understand the **Insurance Certificate Terms & Conditions** because it describes the terms, conditions and exclusions that apply to **Your** insurance under the **Insurance Certificate**.
- 2. Contacting **Us**
- 2.1. If **You** have any queries or need to contact **Us**, please write to **Us** at Chubb Insurance Hong Kong Limited, 39th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.
- 2.2. **You** may contact Chubb Insurance Customer Service Hotline: (+852) 3191 6656, Mondays to Fridays, 9am 5:30pm (except public holidays).
- 3. Keeping **Your** documents safe
- 3.1. You should keep Your Insurance Certificate and Insurance Certificate Number in a safe place in case You need to refer to them in the future.
- 3.2. Certain types of cover under the **Insurance Certificate** require **You** to provide receipts and other documentary evidence to **Us**. **You** should keep those documents in a safe place in case **We** need them to settle a claim.

## COVER UNDER YOUR INSURANCE CERTIFICATE

- 1. Who and what is insured?
- 1.1. You are insured for the Event(s) subject to the terms, conditions and exclusions of this Insurance Certificate.
- 2. What are the eligibility requirements?
- 2.1. To be eligible for cover, **You** must be:
  - i. an account holder with **TU HK** and have subscribed for Dark Web Monitoring provided by **TU HK**;
  - ii. a legal **Hong Kong** resident:
  - iii. eighteen (18) years of age or older at the Commencement Date.

## PART 1: SCHEDULE OF BENEFITS

Section	Event	Sum Insured of Period of Insurance (HKD)
A	Card Theft & Loss	HKD30,000
В	Unauthorised Transaction	
Sub-limit per Event (applicable to Sections A & B)		HKD5,000
Minimum eligible value (applicable to Sections $A \& B$ )		HKD250

## **PART 2: DEFINITIONS**

In **Your Insurance Certificate** some words have a special meaning (whether expressed in the singular or the plural) and **We** define them below. To assist **You** the following words have been printed in Title case and bold wherever they appear in **Your Insurance Certificate**:

- 1. ATM means automatic teller machines.
- 2. Claim means a request by You for any of the benefits under this Insurance Certificate.
- 3. **Commencement Date** means the date **The Company** agrees to provide insurance under this **Insurance Certificate** which shall be the same as the commencement date of dark web monitoring services provided by **TU HK** to **You**.
- 4. **Eligible Card** means **Your** personal credit card and/or debit card issued by any of the **Hong Kong** financial institutions and owned by **You**.
- 5. **Event** means an event that entitles the **Insured Person** for cover under Section A Card Theft & Loss and/or Section B Unauthorised Transaction.
- Hong Kong means the territorial limits of the Hong Kong Special Administrative Region of the People's Republic of China.
- 7. **Insurance Certificate Number** means the number provided to **You** by **TU HK** when **You** subscribed Dark Web Monitoring provided by **TU HK**.
- 8. **Insurance Certificate** means **Our** agreement with **You** which is made up of this document and any endorsements **We** give **You** in writing.
- 9. **Insured Person/You/Your** means the individual who:
  - is an account holder with **TU HK** and have subscribed for Dark Web Monitoring provided by **TU HK**; and
  - is eighteen (18) years of age or older at the **Commencement Date**; and
  - is a **Hong Kong** resident.
- 10. **Period of Insurance** means one (1) year from the **Commencement Date.**
- 11. Schedule of Benefits means the schedule of benefits in Part 1 of this Insurance Certificate Terms & Conditions.
- 12. **Sum Insured** means in relation to each benefit available to **You** under this **Insurance Certificate**, the maximum amount stated in the **Schedule of Benefits** or any endorsement(s) corresponding to that benefit.
- 13. TU HK means TransUnion Limited.

- 14. The Company/We/Us/Our means the insurer, Chubb Insurance Hong Kong Limited.
- 15. **Unauthorised Transaction** means the transaction which is made on **Your Eligible Card** without **Your** permission.

## PART 3 – DESCRIPTION OF COVER

#### Section A: Card Theft & Loss

In the event **Your Eligible Card** is lost due to burglary, robbery or theft, **We** will reimburse **You** for any **Unauthorised Transaction** taken place within twenty-four (24) hours prior to **You** first reporting the loss of the **Eligible Card** to the **Eligible Card** issuer, provided that **You** are required by the **Eligible Card** issuer to be responsible for the **Unauthorised Transaction**.

In the event **Your Eligible Card** is lost due to burglary, robbery or theft:

- 1. **You** are required to report the loss of the **Eligible Card** to the **Eligible Card** issuer within twenty-four (24) hours of discovery of the burglary, robbery or theft.
- 2. You are required in the first instance to contact the Eligible Card issuer and query any Unauthorised Transaction to Your Eligible Card.
- 3. If after the investigation by the **Eligible Card** issuer, it is confirmed that an **Unauthorised Transaction** has occurred, **You** should:
  - i. Report the **Claim** to **Us** as soon as possible and within thirty (30) days of the first report date for the Unauthorised Transactions to the Eligible Card issuer; and
  - ii. You are required to provide evidence for the Unauthorised Transaction from Your Eligible Card issuer, i.e. bank statements, payment card statements or other relevant documents; and
  - iii. You are required to disclose to Us all relevant information giving rise to the Claim.

### Section B: Unauthorised Transaction

In the event **Your Eligible Card** is skimmed or cloned at the point of sale or **ATM**, and/or **You** identified or noticed an **Unauthorised Transaction** had occurred on **Your Eligible Card** while it is still in **Your** possession, **We** will reimburse **You** for all the **Unauthorised Transactions** which occurred within two (2) months prior to **You** first reporting the **Unauthorised Transactions** to the **Eligible Card** issuer, provided that **You** are required by the **Eligible Card** issuer to be responsible for the **Unauthorised Transactions**.

In the event an **Unauthorised Transaction** is incurred on **Your Eligible Card**:

- You are required to report the Unauthorised Transaction to Your Eligible Card issuer within twentyfour (24) hours of discovery.
- 2. You are required in the first instance to contact the Eligible Card issuer and query any Unauthorised Transaction to Your Eligible Card.
- 3. If after the investigation by the **Eligible Card** issuer, it is confirmed that an **Unauthorised Transaction** has occurred. **You** should:
  - i. Report the **Claim** to **Us** as soon as possible and within thirty (30) days of the first report date for the **Unauthorised Transactions** to the **Eligible Card** issuer; and
  - ii. You are required to provide evidence for the Unauthorised Transaction from Your Eligible Card issuer, i.e. bank statements, payment card statements or other relevant documents; and
  - iii. You are required to disclose to Us all relevant information giving rise to the Claim.

#### Terms and Conditions and Claim Provisions to Sections A & B

- Our liability under <u>Sections A & B</u> is up to the **Sum Insured** specified in PART 1: SCHEDULE OF BENEFITS. Once the **Sum Insured** is paid out by **Us**, this **Insurance Certificate** shall terminate immediately.
- 2. **We** will only pay for an **Unauthorised Transaction** for which **You** are responsible according to the terms and conditions of **Your Eligible Card**.
- 3. **You** must report the **Unauthorised Transaction** to the police within twenty-four (24) hours of discovery and retain documentary evidence, such as a police report for use in support of **Your Claim**.

- 4. You are required to comply all the terms and conditions set out by Your Eligible Card issuer.
- 5. Your Eligible Card must be valid and in good standing; We will not pay any Claim if, on the date of occurrence of the Unauthorised Transaction, on the date of Claim filing, or on the date of would-be Claim payment, Your Eligible Card is in delinquency, collection, or cancellation status.
- 6. The cover provided under this **Insurance Certificate** will be void if **You** have wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **Us**.

## PART 4: GENERAL EXCLUSIONS

These General Exclusions apply to the whole of the **Insurance Certificate** unless otherwise stated. This **Insurance Certificate** does not cover losses under any sections of these terms and conditions which are recoverable from any other sources, or in relation to any of the following:

- 1. Any **Unauthorised Transaction** or loss not incurred during the **Period of Insurance**.
- 2. For each of the coverages, regardless of the number of **Claim** made individually or in aggregate, **We** will pay up to the maximum amount per occurrence and per annual aggregate as shown in the **Schedule of Benefits**.
- 3. War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
- 4. Natural disasters, including (but not limited to) fire, flood, earthquake, storm, lightning, hurricane, tsunami or other natural disaster.
- 5. Any dishonest or criminal activity of the Insured.
- 6. Your failure to mitigate loss or Claim under this Insurance Certificate.
- 7. Any loss other than those mentioned under Part 3 of these **Insurance Certificate Terms and Conditions**.
- 8. Any cash advances made with Your Eligible Card.
- 9. Any **Unauthorised Transaction** which is incurred after **You** first report any **Unauthorised Transaction** or the loss of the **Eligible Card** to **Your Eligible Card** issuer.
- 10. The Unauthorised Transaction was not reported to the police within twenty-four (24) hours of discovery and You failed to obtain a written police report.
- 11. Charges incurred by a relative or a member of **Your** immediate family, or by a person **You** have authorised to use **Your Eligible Card.**
- 12. Any loss that results from, or relates to, business pursuits including **Your** work or profession.
- 13. Any transactions made using the "Verified by Visa" or "MasterCard Secure Code" service or any similar verification card security service.
- 14. Any transactions made via a phone banking application where a PIN and /or password was used.
- 15. Any loss and/or **Unauthorised Transaction** following skimming or cloning of an **Eligible Card** due to:
  - i. The Eligible Card having been delivered to a recipient other than the Insured Person;
  - ii. The **Eligible Card** issuer failing to comply with the contractual obligations with the relevant governing bodies;
  - iii. The fraudulent acts committed or misuse of any data or databases under the control of the **Eligible Card** issuer or by its employees or **Your** family members; or
  - iv. Any failure in the software or hardware under the control of the Eligible Card issuer.

## PART 5: GENERAL CONDITIONS

These conditions apply to the whole of **Your Insurance Certificate**.

1. <u>Applicable Law & Jurisdiction</u>: This **Insurance Certificate** shall be governed by and interpreted in accordance with laws of the **Hong Kong**. All disputes arising out of this **Insurance Certificate** shall be heard at the courts of **Hong Kong**.

- 2. <u>Breach of Conditions</u>: If **You** are in breach of any of the conditions or provisions of the **Insurance Certificate** (including a **Claim** condition), **We** may, to the extent permitted by law, decline to pay a **Claim**.
- 3. <u>Burden of Proof:</u> In any action, suit or other proceedings where **We** allege that any loss or damage is not covered by this **Insurance Certificate** by reason of any applicable exclusion, the burden of proving that such loss or damage is covered shall rest upon **You**.

#### 4. Cancellation:

- a. You may cancel this Insurance Certificate at any time by contacting Us.
- b. **We** may cancel the **Insurance Certificate** at any time by giving **You** at least seven (7) days prior notice in writing to **TU HK**, and in accordance with the law, including where **You** have:
  - i. failed to comply with a provision of **Your Insurance Certificate**; or
  - ii. made a fraudulent **Claim** under the **Insurance Certificate** or any other policy underwritten by **Us** during the time the **Insurance Certificate** has been in effect.
- 5. <u>Changes in Insurance Certificate</u>: No change in this **Insurance Certificate** will be valid unless agreed to in writing by **Us**. The requirements of any section of the **Insurance Certificate** may not be deemed to be waived unless **We** agree to waive them in writing.
- 6. <u>Claims Investigation</u>: In the event of a **Claim**, **We** may make any investigation **We** deem necessary and **You** shall co-operate fully with such investigation. Failure to co-operate with **Our** investigation may result in denial of the **Claim**.
- 7. <u>Clerical Error</u>: A clerical error by **Us** shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.
- 8. <u>Sanctions</u>: **Your Insurance Certificate** does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of **Claim**. All other terms and conditions of the **Insurance Certificate** remain unchanged.
  - Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to European Union, United Nations, United Kingdom and **Hong Kong** sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.
- 9. <u>Currency</u>: The benefit amount stated in **Insurance Certificate** are expressed in **Hong Kong** dollars. Losses and/or benefits will be adjusted and paid in **Hong Kong** dollars or at **Our** option in the currency of the local country. When currency conversion is necessary when applying terms and conditions of the **Insurance Certificate**, the rates of exchange to be adopted shall be those prevailing at the date of **Unauthorised Transaction** as per the exchange rate at the median level quoted on www.oanda.com.

#### 10. Duplicate Coverage:

- a. **You** may not be covered under more than one Identity Insurance. If **You** are covered under more than one such **Insurance Certificate** or other policy with same benefit(s) which is underwritten by **Us**, only the **Insurance Certificate**/policy with the greatest compensation amount of the benefit(s) will apply in claims and the benefits thereunder be payable.
- b. If **You** are covered under more than one insurance certificate or policy which underwritten by **Us**, and all benefits under are identical, then only the insurance certificate/policy with earlier commencement date will be kept, all other duplicated insurance certificate or policies will be deemed to be void from inception, and the premium will be refunded with no interest (if applicable).
- 11. <u>Geographical Limit and Operative Time</u>: The geographical limit and operative time shall apply twenty-four (24) hours a day anywhere in the world during the **Period of Insurance**.
- 12. <u>Interpretation</u>: This **Insurance Certificate Terms and Conditions** and any amendments or endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Insurance Certificate Terms and Conditions** shall bear such specific meaning wherever it may appear.
- 13. <u>Legal Action</u>: No legal action shall be brought to recover on this **Insurance Certificate** unless mediation has failed, and no such action shall be brought against **Us** after eighteen (18) months from the time of

**Our** claim decision. If **You** fail to meet the time limit, then such claim against **Us** is deemed to be withdrawn or treated as abandoned and **You** are barred from pursuing the same claim against **Us**.

- 14. <u>Mediation</u>: Any dispute or difference arising out of, or in connection with, this **Insurance Certificate** must first be referred to mediation at the Hong Kong Mediation Centre (HKMC) and in accordance with the HKMC Mediation Rules in effect at the time of the mediation. **Your** genuine attempt in resolving the dispute via mediation is a condition precedent to **You** pursuing the claim. If **You** do not bring the dispute to mediation within six (6) months from the time of **Our** claim decision, then such claim against **Us** is deemed to be withdrawn or treated as abandoned and **You** are barred from pursuing the same claim against **Us**.
- 15. Notice and Sufficiency of Claim: Written notice of Claim must be given to Us as soon as is reasonably possible and in any event within thirty (30) days from the first day of the Event giving rise to the Claim under this Insurance Certificate. Notice given by or on behalf of an Insured Person to Us with information sufficient to identify You shall be deemed valid notice to Us. We, upon receiving a notice of Claim, will provide to You such forms as are usually provided for filing proof of Claim. You shall, at Your own expense, provide such certificates, information and evidence to Us as it may from time to time require in connection with any Claim under this Insurance Certificate and in the form prescribed. Proof of all Claim must be submitted to Us within one-hundred-eighty (180) days from the first day of the Event giving rise to a Claim.
- 16. <u>Notice of Trust or Assignment And Third Party Rights</u>: **We** shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this **Insurance Certificate**.
  - A person who is not a party to this **Insurance Certificate** contract shall have no right to enforce any of its terms.
- 17. Other Insurance: If a loss covered by this **Insurance Certificate** is also covered under any other valid insurance (and regardless of whether that other insurance is stated to be primary, contributory, excess, contingent or otherwise), this **Insurance Certificate** will be subject to all of its terms and conditions, only cover that loss to the extent that the loss exceeds any amount recovered under the other insurance.
- 18. <u>Renewal of Your Insurance Certificate</u>: Renewal is not applicable.
- 19. <u>Right of Recovery</u>: In the event an authorisation of payment and/or payment is made by **Us** for a claim whereby liability is not established, **We** reserve the right to recover against **You** the full sum which **You** have received.
- 20. <u>Sum Insured under each Section:</u> Once the benefit amount available to **You** under any Section of this **Insurance Certificate** has been exhausted, that benefit amount will not be reinstated and **We** will have no further liability under that Section to **You**.

### PART 6: HOW TO MAKE A CLAIM

**You** can complete a claim form and submit together with the following required documents to Chubb Insurance Hong Kong Limited within thirty (30) days of the first report date for the Unauthorised Transactions to the Eligible Card issuer by **You**:

- Duly completed claim form.
- Police investigation report including police reference number.
- **Insured Person**'s statement of account showing that the **Eligible Card** is in good standing at the time of making the **Claim**.
- Any other relevant documents We may ask You to provide.

Claim form can be obtained at https://www.chubb.com

Please submit **Your** claim by email: IPTClaims.HK@Chubb.com

Please contact Chubb Insurance Customer Service Hotline for further assistance. (+852) 3191 6656, Mondays to Fridays, 9am – 5:30pm (except public holidays)

The Company reserves the right to request the Insured Person to provide any other information or documents which are not specified above, if necessary.

## PART 7: COMPLAINT RESOLUTION

If **You** are dissatisfied with the way in which **Your Insurance Certificate** was registered to **You** or any other aspect of **Your Insurance Certificate**, please contact:

#### **Chubb Insurance Hong Kong Limited**

The Customer Service Manager 39/F, One Taikoo Place
Taikoo Place, 979 King's Road
Quarry Bay, Hong Kong
O +852 3191 6222
F +852 2519 3233
E Inquiries.HK@chubb.com

We have developed an internal procedure for dispute resolution in accordance with "The Code of Conduct for Insurers". If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. Your query or complaint will then be reviewed and We will respond to You within fifteen (15) working days. If You are dissatisfied with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Insurance Complaints Bureau for assistance. Contact details are given below:

#### **Insurance Complaints Bureau**

29th Floor, Sunshine Plaza, 353 Lockhart Road, Wanchai, Hong Kong. F +852 2520 1967

## Personal Information Collection Statement

Chubb Insurance Hong Kong Limited ("**We/Us/Our**") want to ensure that **You** are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** ("**Personal Data**"), the circumstances when **Personal Data** may be disclosed and information regarding **Your** rights to request access to and correction of **Personal Data**.

#### (a) Purposes of Collection of Personal Data

We will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering **Your** application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing **Your** and **Our** rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of **Our** respective products and services. **We** may also use **Your Personal Data** in other ways with **Your** consent.

#### (b) Direct marketing

Only with **Your** consent, **We** may also use **Your** contact, demographic, **Insurance Certificate** and payment details to contact **You** with marketing information regarding **Our** insurance products by mail, email, phone or SMS.

#### (c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell **Your Personal Data** to any third party. **We** limit the disclosure of **Your Personal Data** but, subject to the provisions of any applicable law, **Your Personal Data** may be disclosed to:

- (i) third parties who assist Us to achieve the purposes set out in paragraphs a and b above. For example, We provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with Your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of **Your Personal Data** outside of **Hong Kong**.

#### (d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance ("**PDPO**"), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct **Your Personal Data** as requested by **You** unless there is an applicable exemption under the **PDPO** under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer 39/F, One Taikoo Place 979 King's Road Quarry Bay, Hong Kong O +852 3191 6800 F +852 2560 3565 E Privacy.HK@Chubb.com

**Your** request to obtain access or correction will be considered within forty (40) days of **Our** receipt of **Your** request. **We** will not charge **You** for lodging a request for access to **Your Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.

請注意本保險證明條款細則以英文版本為正式版本。如因對本保險證明條款細則內任何地方的詮釋而引起任何爭議,均以英文版本為準。

## 給客戶的重要資料

#### 身份保障

**閣下**登記此保險時,**閣下**同意授權環聯資訊有限公司「**環聯**」向安達保險香港有限公司「**安達**」/「**我們**」/ 「**本公司**」提供**閣下**的資料。**閣下**的資料將構成本保險合約的基礎。**我們**會依據**保險證明條款細則**及任何**我們** 簽發予**閣下的**其他文件,向**閣下**提供保障。

全部該等文件構成閣下與我們之間的保險證明。

#### 請詳閱本保險證明條款細則。

#### 有關本保障之重要事項

- 1. 閱讀閣下的保險證明
- 2. 聯絡我們
- 2.1. 如**閣下**有任何疑問或需要聯絡**我們**時,**閣下**可以書面郵寄至香港鰂魚涌英皇道 979 號太古坊一座 39 樓安 達保險香港有限公司。
- 2.2. **閣下**亦可致電安達保險客戶服務熱線(+852) 3191 6656 (辦公時間:星期一至星期五,上午 9 時至下午 5 時 30 分,公眾假期除外)。
- 3. 安全保管閣下的文件
- 3.1. **閣下**必須把**閣下的保險證明及保險證明號碼**放置於一個安全的地方,確保日後能隨時查閱。
- 3.2. **閣下的保險證明**內,部份類別的保障提及要求**閣下向我們**提供收據及其他證明文件。**閣下**必須把這些文件放置在一個安全的地方,以便**我們**處理**索償**時能使用。

#### 閣下在此保險證明下的保障

- 1. 誰人可獲保障及保障是什麼?
- 1.1. **閣下**可依據**保險證明**內的條款、細則及不保事項的規定獲得就**受保事件**的保障。
- 2. 如何符合資格要求?
- 2.1. 閣下必須符合以下要求:
  - i. **閣下**必須為環聯的帳戶持有人並已訂購由環聯提供的暗網監測服務;
  - ii. 合法**香港居民**:
  - iii. 於**生效日**當天年滿十八(18) 歲或以上。

#### (本頁完)

## 第一部分: 保障計劃

章節	受保事件	受保期間之保額 (港幣)
A	信用卡盜竊及遺失	30,000 元
В	未經授權交易	
每一受保事件限額(適用於章節A及B)		5,000 $\overline{\pi}$
最低金額要求(適用於章節A及B)		250 元

## 第二部分: 定義

在**閣下的保險證明**內某些詞彙具指定涵義(不論以單數或複數表示)**,我們**將該等詞彙定義如下。為協助**閣下**識 別有關詞彙,特將此等詞彙全部以粗體表示:

- 1. 自動櫃員機指自動櫃員機。
- 2. 索償指閣下根據本保險證明就任何利益提出要求。
- 3. 生效日指本公司同意提供保險證明內保障的日期,該日期亦等同於環聯向閣下提供暗網監測服務的生效日。
- 4. **合資格卡**指以**閣下**個人名義持有並由任何**香港**合資格的金融機構發行予**閣下**的信用卡及/或提款卡。
- 5. **受保事件**指**受保人**可以根據章節 A:信用卡盜竊及遺失及/或章節 B:未經授權交易保障的事件。
- 6. 香港指中華人民共和國香港特別行政區領土範圍。
- 7. **保險證明號碼指閣下**訂購由**環聯**提供的暗網監測服務時,**環聯向閣下**提供的一組特定號碼。
- 8. **保險證明**指**我們**與**閣下**訂立的協議,該協議包括**保險證明條款細則**及任何由**我們**書面向**閣下**發出的任何批 註。
- 9. 受保人/閣下/閣下的指:
  - 環聯的個人帳戶持有人並已訂購由環聯提供的暗網監測服務; 及
  - 於生效日當天年滿十八(18) 歲或以上;及
  - 必須為合法香港居民。
- 10. 受保期間指由生效日起計的一(1)年。
- 11. 保障計劃指本保險證明條款細則內第一部分:保障計劃。
- 12. **保額**指就**受保人**根據本**保險證明**可享用的各項保障而言,在**保障計劃**或本保障的任何相關批註中,所列之 最高金額。
- 13. 環聯指環聯資訊有限公司。
- 14. 本公司/我們指安達保險香港有限公司。
- 15. **未經授權交易**指未獲**閣下**批准而於**閣下**持有的**合資格卡**內的的交易。

## 第三部分:項目說明

## 章節 A: 信用卡盜竊及遺失

倘若**閣下**因爆竊、搶劫或盜竊而失去**合資格卡,我們**將賠償由**閣下**首次向**合資格卡**的發行機構報失**合資格卡**前 的二十四(24)小時內,應由**閣下**承擔的**未經授權交易**。

## 若閣下的合資格卡因爆竊、搶劫或盜竊而失去:

- 1. 閣下須於發現合資格卡被爆竊、搶劫或盜竊的二十四(24)小時內通知合資格卡發行機構。
- 2. **閣下**須第一時間聯絡**合資格卡**發行機構,並查詢**閣下**是否有任何**未經授權交易**。
- 倘若合資格卡發行機構經調查後證實發生未經授權交易,閣下須:
  - i. **於閣下**首次向**合資格卡**發行機構報告有關**未經授權交易事件**後盡快並於兩(2)個月內向**我們**提出**索償**; 及
  - ii. **閣下**須提供從**閣下的合資格卡**發行機構獲得的**未經授權交易**的證據,如銀行結單、信用卡繳款賬單或 **我們**可能要求**閣下**提供的所有其他相關文件; 及
  - iii. **閣下**須向**我們**披露所有與**索償**有關資訊。

## 章節 B: 未經授權交易保障

倘若**閣下的合資格卡**於購物時或於**自動櫃員機**被盜錄、複製及/或**閣下**確認或發現**閣下的合資格卡**發生**未經授權交易**,且該**合資格卡**仍為**閣下**所管有,**我們**將賠償於**閣下**首次向**合資格卡**發行機構報告有關**未經授權交易**事件前兩(2)個月內應由**閣下**承擔的未**經授權交易**。

### 若閣下的合資格卡發生未經授權交易:

- 1. **閣下**須於發現**未經授權交易**後二十四(24)小時內通知**閣下的合資格卡**發行機構。
- 2. 閣下須第一時間聯絡合資格卡發行機構,並查詢閣下是否有任何未經授權交易。
- 倘若合資格卡發行機構經調查後證實已發生未經授權交易,閣下須:
  - i. 於閣下首次向**合資格卡**發行機構報告有關**未經授權交易事件**後盡快並於三十(30)日內向**我們**提出**索償**; 及
  - ii. **閣下**須提供從**閣下的合資格卡**發行機構獲得的**未經授權交易**的證據,如銀行結單、信用卡繳款賬單或 **我們**可能要求**閣下**提供的所有其他相關文件: 及
  - iii. **閣下**須向**我們**披露所有與**索償**有關資訊。

#### 章節 A 及 B 的條款及細則以及索償條款

- 我們就章節 A 及 B 的責任,不可超逾第一部分:保障計劃所列之保額。一旦我們已經支付保額,本保險證明 將立即終止。
- 2. 我們只會根據閣下就合資格卡的條款及細則所列明之責任,就未經授權交易提供賠償。
- 3. **閣下**須於發現**未經授權交易**的二十四(24)小時內向警方或有關當局報案,並保留書面證明,例如報案記錄, 以便作**閣下索償**之用。
- 閣下須遵守閣下的合資格卡發行機構訂明的所有條款及細則。
- 5. **閣下的合資格卡**須為有效並屬良好存續狀態;若於**未經授權交易**事故發生時、處理**索償**時或將支付**索償**時, **閣下的**賬戶為逾期、催收或取消的狀態,將不獲**我們**支付**索償**。
- 6. 假如**閣下**故意隱瞞,或失實陳述與本**保險證明**有關的任何重大事實或情況,或向**我們**提供虛假資料,本**保 險證明**將一律無效。

## 第四部分:一般不受保事項

除非另有註明,此等一般不受保事項均適用於**保險證明**整體。本**保險證明**內的任何部分一概不承保可從任何其 他途徑追回的損失。本**保險證明**亦不保障:

任何於受保期間外所招致的未經授權交易損失。

- 就各項保障而言,我們將賠償不超過保障計劃內所列明的每一宗事故的最高金額及每一個年度的最高金額, 與單一或總索償的數目無關。
- 3. 戰爭、侵略、外敵行動(不論宣戰與否)、內戰、革命、叛亂、起義或軍事或篡奪權力、政府或任何公共 當局沒收、徵用、扣押或破壞。
- 4. 自然災害,包括但不限於火災,洪水,地震,風暴,閃電,颶風,海嘯或其他自然災害。
- 5. 受保人的任何不誠實或犯罪活動。
- 6. 受保人未有減輕本保險證明之損失或索償。
- 7. 任何**保險證明條款細則**第三部分項目所述以外的損失。
- 8. 任何有關**閣下的合資格卡**的現金透支。
- 9. 任何於**閣下**首次向**合資格卡**發行機構申報發現**未經授權交易**或報失**合資格卡**後所發生的任何**未經授權交易**。
- 10. 任何於發現未經授權交易後二十四(24)小時內未有向警方報案,或閣下未取得相關書面報案記錄。
- 11. 由閣下的親戚或直系親屬,或獲閣下授權使用閣下的合資格卡之人士所招致的費用。
- 12. 任何因**閣下的**工作或專業等商業行為所造成或與其相關的損失。
- 13. 任何使用「Visa 驗證」或「MasterCard Secure Code」服務或任何類似保安服務進行的交易。
- 14. 任何透過銀行手機應用程式並使用 PIN 及 / 或密碼進行的交易
- 15. 任何由以下原因導致合資格卡被盜錄、複製或遺失而發生的未經授權交易:
  - i. **合資格卡**被寄予**受保人**以外之收件人;或
  - ii. **合資格卡**發行機構未能遵守有關管治機構所訂明的合約責任;或
  - iii. 發生欺詐行為或濫用任何數據或數據庫,而該數據或數據庫由**合資格卡**發行機構、其僱員或**閣下**的家庭成員親屬所管控;或
  - iv. 任何軟件或硬件故障所導致,而該軟件或硬件由**合資格卡**發行機構所管。

## 第五部分: 一般條款

本部份的條件適用於**閣下**的整份**保險證明**。

- <u>適用法律及司法管轄權</u>:本保險證明由香港法律規管及解釋。任何因本保險證明引起的爭議均應在香港法院審理。
- 2. <u>違反條文</u>:若**受保人**違反任何本**保險證明**的條文(包括**索償**條件),**本公司**可在法律容許下的範圍內,拒絕 支付**索償**。
- 3. <u>舉證責任</u>: 假如在任何訴訟、起訴或其他法律程序中,**我們**以任何可適用的不受保事項條款為理由指出任 何損失或損毀不受本**保險證明**保障,則**閣下**負有證實相關損失或損毀應獲保障的舉證責任。
- 4. 註銷:
  - a. **閣下**可於任何時間聯絡**本公司**註銷本**保險證明**。
  - b. **本公司**可根據法律,或在**閣下**發生下列情況時,於任何時間書面通知**環聯,向閣下**提前最少七(7)日, 發出註銷本**保險證明**通知:
    - i. **閣下**未能遵守**閣下保險證明**的規定:或
    - ii. **閣下**在本**保險證明**生效期間,就**閣下的保險證明**或由**本公司**承保的任何其他保單或保險證明作出 欺詐性索償。
- 5. 保險證明變更:保險證明內的任何變更必須經安達的書面同意後方可生效。除非安達書面同意作出豁免, 否則本保險證明的任何部份不得被視為豁免。
- 6. <u>索償調查</u>:於出現**索償**時,本公司可能作出其視為必要的任何調查,受保人應全面配合該調查。倘受保人 未能配合本公司的調查,可能導致索償遭拒。
- 7. 文書上的錯誤: **本公司**造成的文書錯誤不得使生效的保險無效,亦不得使沒有生效的保險繼續生效。
- 8. <u>經貿制裁</u>: 當經貿制裁規定或其他法規禁止**本公司**提供保險 (包括但不限於支付理賠金) 時,本**保險證明**將不適用。**保險證明**中的所有其他條款及條件則維持不變。

安達保險香港有限公司是一間美國公司 Chubb Limited(一間紐約證券交易所上市公司)的子公司/分公司。因此,除了歐盟、聯合國及**香港**的制裁限制外,安達保險香港有限公司還受某些美國法律和法規的約束,這些限制可能禁止其向某些個人或實體提供保障或支付賠償,或對涉及某些國家(例如古巴)的某類活動提供保險。

- 9. <u>貨幣</u>:本**保險證明**所有列於**保障計劃**內的**保額**、保障及限額等均以港幣計算。儘管本**保險證明**之賠償及/或保障將調整至港幣計算及付款,本公司亦可選擇以當地貨幣算付。而相關之貨幣匯率則以未經授權交易當天列於網站 www.oanda.com 的匯率中位數換算。
- 10. 重複保障:
  - a. **閣下**不能受保多於一份「身份保障」。假如**閣下**受多於一份**保險證明**保障或由**本公司**承保相同保障的 其他保單**,本公司**將就最高賠償額的**保險證明**/保單作出賠償。
  - b. 如**閣下**受保多一份由**本公司**承保的保險證明或保單,且所有保障均是相同的,則僅保留生效期較早的保險證明/保單,而其他重複保障的保險證明或保單則由生效日起取消,並無息退還保費(如適用)。
- 11. 地域限制及施行時間:地域限制及施行時間適用於**受保期間**中在世界各地的一日二十四(24)小時。
- 12. <u>釋義</u>: 本**保險證明**及任何修訂或背書應被視為同一份合同一併閱讀,於本**保險證明**的任何部份內附有特定 涵義的任何用語或詞句應在其每次出現時均附有該特定的涵義。
- 13. <u>法律訴訟</u>:除非調解失敗,否則不得針對本**保險證明**提出任何法律訴訟,並且於**我們**作出理賠決定之日起十八 (18) 個月後不得對**我們**提出有關訴訟。若**閣下**超過上述時限,則將被視為撤回或放棄該索償,而**閣下** 對**我們**就同樣索償的追討將不獲受理。
- 14. <u>調解</u>:凡出現因本**保險證明**產生或與本**保險證明**有關的任何爭議或歧異,均須首先提交香港和解中心 (HKMC),並按當時有效的香港和解中心的調解規則進行調解。**閣下**通過調解真誠地嘗試解決爭議是**閣下** 追討索償的先決條件。倘若**閣下**未於**我們**作出理賠決定後六(6)個月內將爭議提交調解,則將被視為撤回或 放棄該索償,而 **閣下**對**我們**就同樣索償的追討將不獲受理。
- 15. <u>索償通知及充份程度</u>: **索償**的書面通知必須在合理的情況下盡早送交本公司,且在任何情況下,須於導致根據本保險證明提出**索償**的受保事件發生之日起計三十(30)天內送交本公司。由受保人或其代表或索償人送交本公司且載有足以證明受保人身份的通知,應視為已有效送交本公司的通知。本公司於接獲**索償**通知後,將向受保人提供本公司為備存索償證明而通常提供的該等表格。受保人或索償人須根據本保險證明及該等表格就有關提出任何索償的規定,以自費方式就此向本公司提供有關證明書、資料及證據。所有索償的證明必須於導致索償的受保事件發生之日起計一百八十(180)天內送交本公司。
- 16. <u>信託或轉讓及第三方權利通知</u>: **本公司**不受任何信託、押記、留置權、轉讓或其他處理或與本**保險證明**有關的任何通知約束或影響。

任何不屬本**保險證明**的人士無權執行本**保險證明**的任何條款。

- 17. <u>其他保險</u>: 倘若根據本**保險證明**受保的損失屬於任何其他有效保單的保障範圍(而不論該份其他保險是屬於主要、分擔、附加、待定或其他性質的保險),本**保險證明**會根據本**保險證明條款細則**條文及條款,保障該份其他保險所支付的金額以外的實際損失金額,惟以有關損失金額為限。
- 18. 保險證明續期: 本保險證明不設任何續期或續保。
- 19. <u>討回權利</u>: 如**本公司**就沒有承保的索償批准賠償及/或作出賠償,**本公司**保留權利向**閣下**討回**本公司**就該索 償已作出賠償之總額。
- 20. <u>每一章節的保額</u>: **受保人**根據本**保險證明**任何章節可獲賠償的**保額**一經耗盡,**保額**將不會重置,且**本公司** 毋須根據該章節對**受保人**承擔任何進一步責任。

## 第六部分: 如何索償

閣下可將索償申請表,連同下列文件於**閣下**首次向**合資格卡**發行機構報告有關**未經授權交易**事件後三十(30)天內送交至安達保險香港有限公司。

- 完整填妥的索償申請表。
- 就事件向警方或有關當局報案的書面證明,例如警方調查報告。
- 證明在事故發生時、處理賠償時或將支付索償時,閣下的合資格卡仍為有效並屬良好存續狀態的相關文件。
- **閣下**須按照要求向**我們**提供其他相關文件。

索償申請表可於此連結下載 https://www.chubb.com

請將**閣下**索償申請電郵致 IPTClaims.HK@Chubb.com

若閣下需要進一步協助,閣下亦可致電安達保險客戶服務熱線(+852)31916656(辦公時間:星期一至星期五,上午9時至下午5時30分,公眾假期除外)。

身份保障保險證明條款細則,香港特別行政區。10/2023編印。

©2023 安達。保障由一間或多間附屬公司所承保。並非所有保障可於所有司法管轄區提供。Chubb®及其相關標誌,以及 Chubb. Insured.™ 乃安達的 保護註冊商標。

## 本公司保留權利,於有必要時,要求受保人提供上文並未註明的任何其他資料或文件。

## 第七部份:解決投訴

如 閣下對本保險證明的任何其他方面有不滿時, 請聯絡:

安達保險香港有限公司

客戶服務經理

香港鰂魚涌英皇道 979 號太古坊一座 39 樓

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**我們**已依據《承保商專業守則》建立了一套內部流程處理爭議。在任何時候,如 **閣下**有一些關於**我們**產品或 服務的投訴仍未獲解決,歡迎 **閣下**使用**我們**的內部解決爭議程序。屆時**閣下**的查詢或投訴將會獲得調查,而 **我們**亦會在十五 (15) 個工作天內回應。若**閣下**對**我們**最終的回應不滿意,可免費向保險投訴局尋求協助。聯 絡資料如下:

#### 保險投訴局

香港保險業聯會

香港灣仔駱克道 353 號三湘大廈 29 樓

傳真 +852 2520 1967

**安達保險香港有限公司**(「**我們**」)竭力確保**閣下**對**我們**在收集個人資料方面的信心,**我們**於處理任何已收集的個人資料均會採取適當的保密程度及以處理私隱手法採用資料。

本個人資料收集聲明陳述**我們**收集及利用由**閣下**提供以識別 **閣下**個人的資料(「**個人資料**」)的目的、**個人資料** 可能被公開的情況及 **閣下**有權要求查閱及更改**個人資料**的詳情。

#### (a) 收集個人資料的目的

我們收集及使用 閣下個人資料的目的,是為了向 閣下提供具優勢的保險產品及服務,包括用作考慮 閣下投保任何新的保險產品,及管理由我們提供的保險證明,安排保障,及執行和管理 閣下及我們在該等保障下的權利及責任。同時,我們亦會收集及使用 閣下個人資料以設計及識別能吸引 閣下的產品及服務,進行市場或顧客滿意度調查,及發展、建立及管理與其他機構就宣傳推廣、行政及使用我們相應的產品及服務的聯盟及其他計劃。在 閣下的同意下我們亦可能使用 閣下的個人資料作其他用途。

#### (b) **直接促銷**

只會在得到**閣下**的同意,**我們**會使用 **閣下**的聯絡資料、人口統計資料、**保險證明**資料及繳費資料透過郵 寄、電郵、電話或 SMS 短訊方式聯絡 **閣下**以便提供有關**我們**的保險產品的宣傳推廣。

## (c) 個人資料的轉讓

**個人資料**將予以保密,而**我們**亦絕對不會將 **閣下的個人資料**售賣給第三者。**我們**會對公開 **閣下個人資料**作 出限定,但在任何適用的法例條文下, **閣下的個人資料**可能:

- (i) 會被透露予**我們**相信必須達成以上第 a 及第 b 段所述目的之第三者。 例如: **我們**把 **閣下**的**個人資料**提供予**我們**相關的員工及承辦商、代理及其他涉及以上目的之人士,如處理數據的人士、專業人士、損失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、政府機構、分保人及分保經紀(當中可能包括在香港以外的第三方);
- (ii) 會給**我們**的母公司及附屬聯營公司或安達在本地及海外的相關人員使用;
- (iii)會提供予保險中介人, **閣下**可以透過指定系統查閱有關資料;
- (iv) 會給予有關人士以維持公眾安全及法紀;及
- (v) 在**閣下**同意下提供予其他第三者。

就以上**個人資料**的轉移,如有適用的地方,則代表 **閣下**亦同意該資料在**香港**以外地方轉移。

#### (d) 查閱及更改個人資料

根據**個人資料**(私隱)條例,**閣下**有權要求查閱及更改曾給予**我們**的資料,另除非在**個人資料** (私隱)條例下 有適用的豁免條款賦予**我們**可拒絕遵從,否則**我們必**須按**閣下**的要求,給**閣下**查閱及更改本身的**個人資** 料。閣下亦可向我們要求提供持有**閣下個人資料**的類別。

翻查或更改個人資料的要求,必須透過書面提出及郵寄致:

安達個人資料私隱主任 香港鰂魚涌英皇道 979 號 太古坊一座 39 樓 電話 +852 3191 6800 傳真 +852 2519 3565 電郵 Privacy.HK@chubb.com

在**我們**收到 **閣下**查閱或更改資料的要求後,會在四十(40)天內予以回覆該項要求,**我們**一般將不會收取任何費用,但即使**我們**在提供資料時需徵收費用,它們也會在合理的水平。至於更改資料的要求,則不會收取任何費用。

## About Chubb in Hong Kong SAR

Chubb is the world's largest publicly traded property and casualty insurance company. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

## Contact Us

Chubb Insurance Hong Kong Limited 39/F, One Taikoo Place 979 King's Road Quarry Bay, Hong Kong O +852 3191 6800

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## 關於安達香港

安達為全球最大的上市財產及責任保險公司,經營一般保險及人壽保險業務,透過 收購其前身公司,已立足香港特別行政區 超過 90 年。安達香港的一般保險業務 (安達保險香港有限公司)為大型及中小企 業客戶、以及個人客戶設計及提供特定的 保險產品,包括財產險、責任險、海上 險、金融險和個人保險服務。多年來, 達保險憑著其雄厚財務實力及市場領導地 位,開創新的保險產品,提供優質理賠服 務,建立長遠穩健的客戶關係,與時並 進。

如欲獲取更多資料可瀏覽 www.chubb.com/hk。

### 聯絡我們

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