

**AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (“ANZ”)  
PURCHASE PROTECTION POLICY  
ANZ SIGNATURE PRIORITY BANKING VISA INFINITE CREDIT CARD**

The following is a description of the purchase protection policy held by the Policyholder, at 10 Collyer Quay, #24-00, Ocean Financial Centre, Singapore 049315. The terms have been written in plain English for better understanding. Please read the Policy carefully as this is a legal document. This Policy and the Schedule attached hereto should be read together as one contract.

In consideration of the payment of the premium(s) as specified in the Schedule, and on the basis of the truth of the declarations, representations and statements made and submitted by ANZ to AIG, AIG will provide coverage under this Policy, while the Policy is in force, subject to the terms, conditions and exclusions stipulated in this Policy.

The policy of insurance is issued and underwritten by AIG Asia Pacific Insurance Pte. Ltd. (“AIG”), 78 Shenton Way, #09-16 Singapore 079120.

**PART I: DEFINITIONS**

“Accidental Damage” means a sudden, unforeseen and fortuitous event that results in loss or damage to property.

“Cardholder” means any individual natural person who has been issued with a Credit Card by You including holders of additional or supplementary cards issued by You on the same account.

“Credit Card” means a current and valid credit card as more specifically defined in the Schedule issued in Singapore by You to a Cardholder (including such card issued to an additional cardholder on the same account).

“Lost or Stolen” means having been inadvertently lost or having been stolen by a third party without Your assistance, consent or co-operation or without the assistance, consent or co-operation of the Cardholder.

“Member of the Cardholder’s Family” means any member of the Cardholder’s family related to them by blood, through marriage or by adoption under any written law.

“Policy Period” means the period of time You are covered by this insurance commencing from the effective date to the expiration date of this Policy.

“Purchase Price” means the amount paid by the Cardholder for the purchase of any item of property using their Credit Card and which amount is reflected in their Credit Card statement and in the receipt from the store at which the item was purchased.

“Theft” means the dishonest and illegal act of stealing, burglary or robbery committed against the Cardholder and for which occurrence an official report is lodged or made to a recognised government law enforcement agency within 24 hours of its occurrence.

“Vehicle” means any motor vehicle such as car, truck, jeep, motorcycle, recreational vehicle, camper, boat or airplane.

“We / Us / Our” means AIG Asia Pacific Insurance Pte Ltd.

“You / Your” means Australian and New Zealand Banking Group Limited (“ANZ”).

## PART II: SCOPE OF COVER OF THE POLICY

### **SECTION I: PURCHASE PROTECTION**

#### What is Covered?

We will cover Your Cardholder, up to the Purchase Price of an item, subject to a maximum sum insured of S\$5,000 per Cardholder, for loss to such items purchased entirely with Your Cardholder's Credit Card where such loss arises from Theft of or Accidental Damage to the items, occurring within 30 days from the date of purchase.

#### Coverage Exclusions

We will not pay for: the first 15% of the claim amount or S\$50 (whichever is higher), for each and every item; items that were Lost or Stolen from a Vehicle; losses occurring to item(s) that the Cardholder purchases online and which are stolen or damaged prior to their taking possession of such item(s); losses due to or arising from any process of cleaning, repairing, dyeing, altering or restoring; losses due to or arising from the effect of light, climatic or atmospheric conditions or changes, and the effects of storm, wind, water, hail, snow or any other excluded event under this Policy; losses that are caused by or arise from vermin, insects, damp, mould, mildew, fungi, wet or dry rot, bacteria or rust; items damaged due to normal wear and tear, inherent product defect or depreciation; losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure; items purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase; permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters; items used for, or intended to be used for, commercial, retail, property rental, or other business purposes; items that the Cardholder has rented or leased; items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured; items left unattended in a place to which the general public has access; any Vehicle and any equipment and/or parts necessary for their operation and/or maintenance; travelers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services; art, antiques, firearms and collectable items; furs, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones); the cost of reproducing images, sounds or data on tapes, compact disks, film or other magnetic medium; loss arising from Theft of a pedal cycle that was not securely locked to a fixed object or whilst it was not in a securely locked building when not in use and for any accessory of such pedal cycle unless the whole pedal cycle is Stolen at the same time; losses that do not occur during the Policy Period; the costs or charges for any services paid for using the Credit Card; unexplained loss or mysterious disappearance.

#### Coverage Conditions

- 1) The damage or loss of the items must have occurred within 30 days from the purchase date.
- 2) Items must be purchased solely and entirely with the Credit Card.
- 3) We will, at Our sole discretion, decide whether to reimburse the Cardholder with the Purchase Price of the item or to have the item repaired or replaced provided that any payment made by Us shall not exceed the Purchase Price for that particular Stolen or damaged item, being its original purchase price, subject to the maximum sum insured under this Policy.
- 4) If the item is part of a pair or set, the Cardholder will only receive compensation for the value of the Stolen or damaged item. If, the articles are unusable individually and/or cannot be replaced individually, the Theft or damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limit will apply.

5) For Theft claims, the Cardholder must provide an official police report regarding the incident no later than 7 days from the date of occurrence.

### PART III: GENERAL EXCEPTIONS

The following exclusions apply over and above the coverage exclusions set out under Section 1 of the Policy.

We will not pay for:

#### 1. War, Invasion and Civil Commotion

Any loss, damage or injury, or other contingency which is in any way due to:

a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; and Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, insurrection, rebellion, revolution, 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 or any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

#### 2. Nuclear Risks

Any injury or any loss or destruction of or damage whatsoever or any loss or expenses whatsoever resulting or arising from, or any consequential loss;

b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the toxic, explosive or other hazardous properties of any other radioactive source whatsoever. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;

ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

c) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.

#### 3. Confiscation or Detention by Government Authorities

Any loss (whether temporary or permanent) of the Cardholder's property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or any premises, vehicle or thing containing the same by any government authorities.

#### 4. Gross Negligence, Dishonest, Fraudulent, Criminal, Malicious or Wilful Conduct

Any loss, damage or injury arising from or contributed to by gross negligence, dishonest, fraudulent, criminal, malicious or wilful act or omission on the Cardholder's part or on the part of a Member of the Cardholder's Family, employer, employee, legal representative, or domestic servant.

#### 5. State of Emergency

Any loss, damage or other contingency happening during the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

#### 6. Consequential loss

Consequential or incidental loss or damage of any kind.

#### 7. Economic Sanctions/OFAC

We are not liable to make any payments under any coverage sections of this Policy or make any payments under any extension for any loss or claim arising in, or where You or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country against which any laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate holding entity have established an embargo or other form of economic sanction which have the effect of prohibiting Us from providing insurance coverage or transacting business with or otherwise offering economic benefits to You or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payments will be made to any beneficiary who is declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or Us, Our parent company or Our ultimate holding entity.

### PART IV: GENERAL CONDITIONS

The following conditions apply over and above the coverage conditions set out under Section 1 of the Policy.

#### 1. Geographical Coverage

The insurance coverage is worldwide excluding the geographical areas of Albania, Libya, Cambodia, Laos, Myanmar, North Korea, Cuba, Iran, Iraq, Sudan, Kuwait and any and all other sanctioned countries.

#### 2. Interpretation

This Policy and the Schedule with attaching Sections 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 Policy or the Schedule will bear such specific meaning wherever it may appear.

#### 3. Currency Clause

Where a Cardholder makes a claim for loss or expenses incurred in a foreign currency, We will indemnify them in Singapore dollars based on the prevailing currency exchange rate determined and adopted by Us.

#### 4. Due Diligence

You shall, and insofar as it applies to the Cardholder You will ensure that the Cardholder shall, observe, comply and fulfill the terms, provisions, conditions and endorsements of this Policy in so

far as they relate to anything to be done or complied with. If You or the Cardholder fails to observe, comply or fulfill any of the terms, provisions, conditions and endorsements of this Policy, We are not liable to make any payment under this Policy.

#### 5. Third Party Rights

Unless otherwise expressly stated, nothing in this Policy will give any person other than You any rights against Us. We will also not be bound by any passing of Your interest otherwise than by death or operation of law unless and until We declare by endorsement that the insurance is to be continued. The extension of Our liability in respect of the property of any person other than You will give no right of claim in this Policy to such person, the intention being that You will in all cases claim for and on behalf of such person and Your receipt will in any case absolutely discharge Our liability under this Policy.

#### 6. Other Insurance

If there are other insurances which cover the same insurable interest as provided under this Policy, Our claims payment will be determined by applying the proportion of the Purchase Price to the sum of the Purchase Price and the sum insured under the other policy(s), to the amount of loss or damage.

#### 7. Notice and Your Obligation In the Event of an Occurrence

In the event of an occurrence that may lead to a claim under this Policy, You will ensure the following:

- 1) The Cardholder will take necessary measures to prevent and avoid further loss or damage;
- 2) The Cardholder will give Us immediate notice of the occurrence, in any case, not later than 7 days after the occurrence of the event;
- 3) The Cardholder will, in the case of a loss or damage by Theft, immediately but no later than 24 hours lodge an official report with the Police or where appropriate, a recognised governmental law enforcement agency. You and the Cardholder will also co-operate with Us to secure the conviction of the offender;
- 4) The Cardholder will at their own expense within 30 days after the occurrence of such loss or damage deliver to Us the completed requisite Claim Form in writing, with such detailed particulars and proof as We may reasonably require;
- 5) The Cardholder must notify and forward Us every letter, claims, demand, writ of summons and process which is received in connection with the claim immediately upon receipt. They will also notify Us immediately of any impending prosecution, inquests, court proceedings or offers of settlement;
- 6) The Cardholder will provide Us with the original invoice, receipt or other proof of payment evidencing the Purchase Price and the original warranty for the item, if any;
- 7) The Cardholder will give Us particulars of any other insurances covering the event.

#### 8. Admission Offer, Promise or Payment

You and/or the Cardholder will not make any admission, offer, promise or payment without Our prior written consent. We are entitled to take over and conduct in Your and/or the Cardholder's name the defence of any claim or prosecution or to prosecute in Your and/or the Cardholder's name for Our benefit any claim for indemnity or damages or otherwise against any third party,

and will have full discretion in the conduct of any proceedings in the settlement of any claim. You and the Cardholder will, at Our request and at Your and/or the Cardholder's expense, give all such information and assistance as We may require.

#### 9. Fraud

If You and/or the Cardholder make any claim under this Policy which is in any respect fraudulent or, if You or the Cardholder or any one acting on Your or on their behalf shall use any fraudulent means or devices to obtain any benefits under this Policy, all such benefits under this Policy shall be forfeited.

#### 10. Cancellation of Policy

This Policy may be cancelled: by You at any time at Your written request to Us; or by Us by sending 7 days' written notice to You to Your last known address.

We will not make any refund of premiums upon the cancellation of the Policy.

#### 11. Governing Law & Arbitration

This Policy will be governed by and interpreted in accordance with the laws of Singapore.

Any dispute, difference or question which may arise at any time hereafter in relation to the true construction of the Policy or the rights and liabilities of the parties hereto, or, if any differences shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such disputes, differences or questions shall be referred to Arbitration in Singapore.

If You or the Cardholder makes a claim under the Policy which is rejected by Us, You or Your Legal Representatives may commence Arbitration proceedings within 12 months of such rejection. Your failure to commence Arbitration proceedings within twelve (12) months of such rejection shall discharge Us from all liability for that claim.

The Arbitration shall be heard by a single Arbitrator to be mutually appointed by the parties hereto within fourteen (14) days of the commencement of the Arbitration. In default of agreement, the Arbitrator shall be appointed in

accordance with and subject to the provisions of the Arbitration Act of Singapore, Cap.10 or, any statutory modification or re-enactment thereof, for the time being in force. Arbitration proceedings shall be conducted in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force. Where any differences are to be referred to Arbitration, the making of an Award shall be a condition precedent to Our liability, or any right of action against Us.

#### 12. Our rights after an event

After an event in respect of which a claim has arisen or, may be made under this Policy, We may: enter, take or keep possession of the insured property where the loss or damage has occurred and deal with it in any reasonable manner as we may deem appropriate; take over and conduct in Your and/or the Cardholder's name the settlement of any claim or commence legal proceedings at Our expense and for Our benefit in Your and/or the Cardholder's name to recover any payment We have made under this Policy. You and the Cardholder must give us all necessary information and assistance in this regard; C) take any action We deem necessary to enforce Our rights by way of subrogation either prior or subsequent to Our paying a claim.

#### 13. Data Use Clause

Any information collected or held by Us, whether contained in Your application or otherwise obtained, may be used and disclosed to Our associated / affiliated individuals/ companies / entities or any independent third parties (within or outside Singapore), for matters relating to Your

application, any policy issued, provide advice or information on claims related issues or any new products and services which We believe may be of interest to You, and to communicate with You for any of such purposes.

#### 14. Insurance Act (Chapter 142)

The Policy is issued in Singapore and is subject to the Insurance Act (Chapter 142) and all rules, regulations, subsidiary legislation and government orders enacted thereunder. A declaration that You are ordinarily resident in Singapore at the date of Your application for this Policy, must satisfy any one of the following descriptions of being treated as "ordinarily resident in Singapore":

(i) You are a citizen of Singapore, unless You have resided outside Singapore continuously for 5 or more years preceding the application date of the Policy and are not currently residing in Singapore;

(ii) You are a permanent resident, unless You have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the Policy;

(iii) You have a work pass or permit required under the Employment of Foreign Manpower Act (Cap. 91A), unless You have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the Policy; or

(iv) You have a pass or permit required under the Immigration Act (Cap. 133) that has duration longer than 90 days and You have resided in Singapore continuously for at least 90 days in the 12 months preceding the application date of the Policy.

If You do not satisfy any one of the aforesaid definitions of being "ordinarily resident in Singapore", You must notify us immediately.