

**MASTERCARD PHILIPPINES
WORLD ELITE CREDIT CARDS**

SUMMARY OF COVER

Insurance Coverage	Maximum Benefit Amount (USD)
E-Commerce Purchase Protection	Per Occurrence: 1,000 Annual Aggregate: 1,000

Each insurance benefit limit described in this document is in United States Dollars (USD). Payment of claims will be made in local currency where required by law using the official Foreign Exchange Rate published on the date Claim payment is made.

**E-COMMERCE PURCHASE PROTECTION INSURANCE
TERMS & CONDITIONS FOR PHILIPPINE CARDHOLDERS**

SECTION I GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear in initial capital letter.

Annual Aggregate Limit means the maximum amount of benefit per Cardholder under the E-Commerce Purchase Protection Insurance.

Cardholders / Insured Persons / You / Your means all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account in the Philippines and where such Eligible Card is issued by a participating Issuer.

Collectible Item(s) means any object purchased intended to become a collection. This includes a work of art, antiques, or any object collected as a hobby, for display, or as an investment whose value may appreciate over time, including toys, comics and stamps.

Courier means a company duly licensed to engage in the business of transportation of goods or documents.

Covered Purchases/Goods means items, other than those listed in *Section III Exclusions*, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card from an Issuer in the Territory.

Credit Account means any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.

Damaged Goods are Covered Purchases that can no longer perform the function they were intended for due to broken parts or material or structural failure due to physical damage sustained during delivery.

Eligible Card means a participating Issuer's Mastercard World Elite credit cards.

Eligible Cardholders means those Cardholders with Eligible who shall be entitled to receive payment or such other benefit as is provided for in the Policy.

Issuer means a bank or financial institution or like entity that is authorized to operate a credit card program in the Territory and is participating in the insurance offering to Cardholders.

Per Occurrence Limit means the maximum amount of benefit available under the E-Commerce Purchase Protection for any single Covered Purchase.

Policy means the E-Commerce Purchase Protection contract of insurance.

Seller means a juridical entity duly organized, licensed and registered in accordance with the country of its principal place of business engaged in selling goods online.

Natural Catastrophe means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and / or tsunami.

Territory means any place within the Republic of the Philippines.

We/Us/Our/Insurer means AIG Philippines Insurance, Inc.

SECTION II COVERAGE

Subject to the coverage, limits and conditions specified in the Summary of Cover, We will cover You under E-Commerce Purchase Protection, and reimburse You for the following:

- a. Cost of non-delivered/and or incompletely delivered Goods purchased from the Seller including shipping charges. Goods are deemed non-delivered if the Goods are not delivered within 30 days from the scheduled delivery date to Your designated address, unless so otherwise stated by Seller and the Seller failed to refund You the cost of the goods to Your Eligible Card within 60 days from non-delivery, in excess of other applicable insurance.

There is incomplete delivery when the goods delivered are lacking or insufficient from what was purchased online in a single transaction. If the Goods are completely delivered even at a later time, the same shall not be construed as an incomplete delivery per the terms of his policy. If the Goods, by its nature are impossible of partial delivery it will be considered as non-delivered or Damaged Goods.

- b. Damaged Goods: The delivered Goods are insured against malfunctioning as a result of physical damage if the Seller or Courier failed to refund to Your Eligible Card within 60 days of delivery the value of the goods, in

excess of other applicable insurance.

In all events, the Goods must be purchased from a Seller as defined herein using the Eligible Card to be covered under the Policy.

In the event of a valid claim, We will pay You the purchase price for each item(s) of Your purchase, up to the amount as specified in the Summary of Cover.

SECTION III EXCLUSIONS

We will not pay for any claim, expenses or loss in connection with:

- *lawful confiscation by the Police, Government Agencies, Courts or other government authorities;*
- *any fraudulent or willful act by You;*
- *any motor vehicle, airplanes, boats, automobiles and motorcycles and any equipment, including parts or accessories.*

We shall not be liable to pay any claim for losses in connection with:

- *animals or plants;*
- *cash, bullion, negotiable instruments, shares, traveler's checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);*
- *consumable or perishable items (including but not limited to food, flowers, drink, medicines, nutrition supplements);*
- *motor vehicles, motor cycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;*
- *Goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;*
- *access to internet websites, software or data files downloaded from the internet including music files, photos, reading material, books and movies;*
- *services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;*
- *Goods purchased from a natural person either through a private transaction or an online auction website;*
- *counterfeit or fake goods;*
- *loss or damage due to a natural catastrophe, atmospheric or climatic conditions, wear and tear, depreciation, gradual deterioration, water, pollution or contamination of any kind, manufacturing defects or inherent vice, vermin, insects, termites, mold, wet or dry rot, bacteria, rust, cleaning, servicing, maintenance, adjustment or repairs;*
- *losses due to mechanical failure, electrical failure; software or data failure;*
- *loss of data;*
- *Goods 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 that You have rented or leased;*
- *items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;*
- *art, antiques, firearms and Collectible Items;*
- *furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);*
- *the costs or charges which do not relate to any purchase, which You paid for using Your Eligible Card; or*
- *Goods deemed to be illegal by local government authorities.*

SECTION IV CONDITIONS

To be eligible for this coverage, the following needs to be present or to have occurred:

1. The delivery address for the Goods must be Your postal address in the Philippines as registered with the card Issuer.
2. A shipment tracking number must be assigned and provided by the Seller or by the Courier.
3. You must take all necessary reasonable action against the Seller to demand replacement of Goods or refund the purchase amount to You, such as by:
 - i. informing the Seller in writing through registered or electronic mail of the non-delivery of Goods with a demand for a replacement within five (5) days from expected date of arrival of the goods;
 - ii. informing the Seller in writing through registered or electronic mail of the non-delivery of goods with a demand for a full refund of the value of the goods within five (5) days from the expected date of arrival of the goods.
4. In the event that a claim is submitted for Damaged Goods, You shall notify the Seller of the Goods and Us within forty-eight (48) hours of delivery of the Goods.

SECTION V GENERAL PROVISIONS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) calendar days from the date of the loss or incident. Failure to give notice within (30) calendar days from the date of the loss incident will result in the denial of the claim.

To file a claim, log on to <https://ph.mycardbenefits.com> or send a claim notification to:

AIG Philippines Insurance, Inc.

Claims Department

30/F Philam Life Tower, 8767 Paseo de Roxas

1226 Makati City, Philippines

Mastercard Hotline #: +63 2 8878 5501

Contact Center Hours: 8:30am to 5:30pm, Monday to Friday

Except Public Holidays

Email: APAC.Mastercard@aig.com

Languages supported: Tagalog, English

2. Proof of Loss:

The Cardholder must provide to the Insurer the following:

- a) a signed Claims Form issued by Us;
- b) Cardholder's statement of account or a copy of

purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card.

3. Non-delivery: In the event that a claim for non-delivery is paid to You and the original Goods eventually arrives, You shall return all amount received from Us by reason of the Policy.

4. Payment of Claims: All payments to be made by the Insurer shall be paid to Eligible Cardholders in the Philippines and such payments shall be subject to the laws and regulations in effect in the Philippines.

5. Legal Rights: You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.

6. Fraudulent Claims: We will not be liable if a claim is determined by the Insurer to be fraudulent and all payments made in respect of such fraudulent claims shall be forfeited at Our discretion.

7. Governing Law and Jurisdiction: The Policy is governed by and interpreted in accordance with the laws of the Philippines. Any dispute will be subject to the exclusive

jurisdiction of the courts of the Philippines.

8. Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit 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 or United States of America.

9. Contracts (Rights of Third Parties) Act: A person who is not a party to the Policy contract shall have no right under the Contracts (Rights of Third Parties) Act and to enforce any of its terms.

10. Mediation. In the event of any controversy or claim arising out of or in relation to the Policy, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.