

*本保險單為英文保單，中文節譯僅供參考，應以英文條款內容為準。

萬事達卡台灣
Gogoro Cobrand Card
保險期間：112/04/01~113/03/31

保險摘要

保險範圍	最高保障金額 (新台幣)		
	每宗事故	每單總額	自負額
電子商務購物保障保險	15,950	15,950	零
購物保障	31,900	31,900	零
個人電子設備保障 A- 行動電話	19,510	31,900	800

I. 一般定義

具特定意義的名詞定義如下，且無論使用於何處，皆應具有相同之意義：

年累計限額：係指持卡人於信用卡綜合保險期間得享有的最高理賠金額。

持卡人 / 被保險人 / 您 / 您的：係指在台灣區獲專案發卡機構所發行合格卡片之持有人，包括相同帳戶的副卡持卡人。

收藏品：係指原為藝術品或古董且適合收藏之標的，包括各種為嗜好、展示或投資目的而收集且可能增值之各種品項，包括但不限於古董、玩具、錢幣、漫畫書與郵票。

自負額：依據適用之保險的理賠上限，我方將僅支付超過保險摘要列載之自負額部分的所有承保損失。

合格卡片：係指兆豐 Gogoro 聯名卡中專案發卡機構之卡。

合格持卡人：係指在發生損失時持有有效、已開卡及符合資格（未遭取消、停卡或拖欠帳款）的合格卡片，且有權依據本保險之保險單明細表取得款項或其他給付的持卡人。

保單：係指保險公司與保單持有人所簽署之保險契約。

保險期間：係指保單之保障期間，自保險摘要所列起始日起。

保險公司 / 我方 / 我們 / 我們的：係指臺灣產物保險股份有限公司

發卡機構：係指兆豐國際商業銀行獲核准於台灣經營卡計畫，並為持卡人提供保險服務之實體機構。

天然災害：係指水災、暴風、雷擊、火災、爆炸、山崩、火山活動及 / 或地震。

每次理賠上限：係指依本保險契約，在保險期間內每次可以理賠的最高金額。

保單持有人：係指向我們申請本保險並被我們接受之人。

區域：係指合格卡片發行所在國家或地區，於本保單係指台灣。

恐怖份子行動：係指任何個人或團體以威嚇、強迫或傷害政府、人民或其任何部分，或中斷經濟體的任何環節為目的，針對個人或財產而使用或威脅使用武力或暴力，或從事危及人類生命或財產之行為，或從事干擾或中斷電力或通訊系統之行為，無論該等個人或團體是否代表任何組織、政府、政權、當權者或軍事力量，或是否與前述各方有關，皆同。 恐怖主義亦應包括在發生時，經所在國政府確認或認定屬於恐怖主義行動的任何行動。

戰爭：係指所有已宣布或未宣布之戰爭或任何好戰活動，包括由任何主權國家使用軍事武力，以達到經濟、地理區域、國家、政治、種族、宗教或其他目的。

II. 承保範圍

以下章節詳細說明了保險公司將提供給合格持卡人的承保範圍，且將遵守保險摘要中的保單限額規定。

電子商務購物保障保險

1. 電子商務購物保障保險適用之定義

承運人 係指負責交付您的承保品項的運輸公司。

承保品項 係指第 III 節除外項目以外所有品項，且須全部以合格卡片付費購買、及 / 或以合格卡片相關獎勵計畫賺取之點數取得。

損壞 係商品因意外事故導致零件損壞、材料破壞或結構損壞而不再具有原定功能。

商品 係指以受保資格信用卡全額購買及 / 或使用受保資格信用卡在獎勵活動中累積的積分購得的商品，不包括下文不保事項所列不予承保的物品。

賣方 係指透過網際網路合法銷售商品之線上通路。

2. 電子商務購物保障保險適用之保障

於遵守保障摘要所列承保範圍、限制與條件之前提下，保險人將為被保險人提供電子商務購物保障，並賠償被保險人的下列損失：

- **網購商品收貨不著及運費損失保障：**除非賣方另外規定交付日期，若被保險人購買的商品未在購買之日起30日內交付，且賣方未將被保險人支付的款項退回至被保險人的合格卡，將賠償被保險人因商品收貨不著及運費損失。
- **商品損壞功能故障損失保障：**若商品因實質損壞而在交付後出現功能故障，且賣方或承運人未將被保險人支付的款項退回至被保險人的合格卡，將賠償被保險人商品損壞功能故障損失。

對於本保險項下的有效索賠，保險人將以保險單中載明的相應責任限額為限，賠償被保險人購買商品所支出的金額或費用。保險人對於本保險契約之承保範圍，以超過被保險人自任何其他來源獲得的其他保險或其他給付。

3. 電子商務購物保障適用之除外項目

對於下列任何一項，或出現下列任何情形時，保險人在本保險合約項下不承擔賠償責任：

1. 與下列有關之任何求償、費用、損壞或損失：

- a. 商品被警方、政府機關、法院或其他授權機關之依法沒收；
- b. 被保險人之任何詐欺或故意行為；
- c. 任何機動車輛、航空器、船舶、汽車、摩托車、水上運輸工具及對其進行操作或維修所需的任何設備、零部件或配件；
- d. **戰爭與恐怖主義：**保險人不承擔因下列原因直接或間接所導致之任何損失、傷害或責任：
 - 因戰爭、類似戰爭（不論宣戰與否）、外敵入侵、外敵行為、內戰、叛亂、革命、軍事反叛行為；或
 - 恐怖主義行為，係指任何個人或團體，不論單獨或與任何組織、團體或政府機構共謀，運用武力、暴力、恐嚇、威脅或破壞等行為。
- e. **核風險：**保險人不承擔因下列原因直接或間接所導致之任何損失、傷害或責任：

- 因任何核燃料或因核燃料燃燒所產生任何核廢料，所帶來之電離輻射或放射性汙染；
- 燃料，包括任何自我維持核裂變過程；或
- 使用任何核子武器材料。

f. **緊急狀態：**因當地主管機關所宣布緊急狀態期間（無論實質或其他）發生之任何損失、破壞或其他緊急狀況，且係因此等緊急狀態而直接或間接導致或發生者，除非您能夠證明所發生之此等損失、損壞或其他緊急狀況，係與當地主管機關所宣布緊急狀態無關。

2. 保險人不承擔與下列有關的無法投遞或與下列各項有關的賠償責任：

- a. 動物或植物；
- b. 現金、金銀、流通票據、股票、旅行支票或任何類型的票券（包括但不限於體育賽事、娛樂活動的入場券或旅遊景點的門票）；
- c. 消耗品或易腐品（包括但不限於，食品、花卉、飲料、藥品、營養補給品）；
- d. 購作商業用途的商品，但購買之合格卡屬第 I 節定義商業信用卡之情況除外；
- e. 存取網際網路網站、自網際網路下載之軟體或資料檔案，包括音樂檔案、照片、閱讀資料、書籍與影片；
- f. 透過網際網路提供之服務，包括訂購電影票、機票、預訂酒店、租車、理財諮詢等；
- g. 透過私下交易或線上拍賣網站向自然人購買之商品；
- h. 偽造或假冒商品；
- i. 因天然災害、氣象或氣候條件、磨損、貶值、逐漸變質、水、污染、製造缺陷或固有缺陷、害蟲、昆蟲、白蟻、黴菌、潮濕或乾腐、細菌、生銹、清潔、檢修、維護、調整或維修造成的損失或損壞；
- j. 因機械故障、電氣故障、軟體或資料錯誤所導致之損失；
- k. 資料丟失；
- l. 購作轉售之商品，或購買時為已使用商品、受損商品或二手商品之物品；
- m. 固定的家用及 / 或商用設施，包括但不限於地毯、地板及 / 或地磚、空調、冰箱或加熱器；
- n. 用於或計劃用於商業、零售及 / 或物業租賃之商品；
- o. 被保險人所借用或租賃的物品；
- p. 購買時已使用過或經過改造、翻新或重置之物品；
- q. 藝術品、古董、槍械與收藏品；
- r. 皮草、手錶、珠寶、寶石、貴重石器、金製品或含金品（或由其他貴金屬及 / 或貴重寶石製造或鑲製之商品）；
- s. 因使用信用卡所支付的年費及其他與購物無關的費用或收費；
- t. 放置不當；
- u. 物品不明消失；或
- v. 經當地政府機關認定屬於非法之商品。

4. 電子商務購物保障適用之條件

1. 商品之交貨地址必須為被保險人在台灣的通訊地址。

2. 商品必須有賣方或指定運輸公司提供各分配的運送單號。
3. 被保險人須對賣方採取一切必要的合理措施，及時要求賣方發送替換商品或退還購買款項。
4. 對於商品未交付之索賠，被保險人須以書面及掛號信件或電子郵件，將商品未交付之情況通知賣方，並要求替換商品或全額退款，且商品仍未交付。
5. 對於交付商品因受損而存在功能故障的索賠，被保險人必須在收到商品後48小時內通知賣方和保險公司。

購物保障

1. 購物保障適用之定義

具特定意義的名詞定義如下，且無論使用於何處，皆應具有相同之意義。

意外損壞：係指品項因零件故障或因意外導致材料或結構發生瑕疵，而無法發揮原有的設計功能。

納保品項：係指除下列第 c. 節購物保障適用之除外項目外，使用合格卡片付費購買，及 / 或以合格卡片之相關獎勵計畫賺取的點數取得之所有品項。

偷竊：係指未經被保險人同意取得其納保品項，並意圖剝奪該人所擁有價值之違法行為。

2. 購物保障適用之保障

保險公司將於每次理賠上限內，支付納保品項於購買日（載明如商店收據）起算一百八十（180）日內，因意外損壞或偷竊所導致之下列損失，惟須遵守每名持卡人之年累計限額規定：

1. 為餽贈而購買之納保品項。
2. 網際網路購物所包括之納保品項。
3. 不須註冊之納保品項。

3. 購物保障適用之除外項目

本保險範圍不適用下列任何項目：

1. 任何車輛、飛機、無人機、船隻、汽車與摩托車，以及任何設備、零件或配件；
2. 固定式設施，包括但不限於地毯、地板、磁磚、空調系統、冰箱或暖氣機；
3. 旅行支票、現金、任何種類票券、可轉讓工具、金條、稀有或珍貴錢幣或郵票；
4. 藝術品、古董、收藏品、毛皮、珠寶、珍品、寶石及易碎物品；
5. 消耗品或易腐敗品項；
6. 植物或動物；
7. 危險材料及區域內禁止之任何品項；
8. 存取網際網路網站、自網際網路下載之軟體或資料檔案，包括但不限於音樂檔案、照片、閱讀資料、書籍與影片網站；或復原或恢復前述項目；
9. 於購買時係屬已使用、重建、翻新或再製之品項；
10. 神祕失蹤品項；
11. 已出借、租借或出租之品項；為轉售、專業或商業使用目的而購買之品項；
12. 服務、運送、處理、安裝或組裝成本；
13. 您透過網路購買之品項，於您實際取得之前所發生之損失；
14. 因更改（包括切割、鋸斷與改變外型）而損壞之品項；
15. 放置於大眾可取得處所、且無人照管之品項；
16. 遭政府主管機關扣押之任何品項；或
17. 因濫用、惡意損壞、害蟲或昆蟲滋生、磨損、產品固有瑕疵、機械或電力故障、核子、生物或化學事件、恐怖主義或戰爭之損失。

4. 購物保障適用之條件

1. 保險公司得全權決定是否維修或替換相關品項，或補償原始購買價格扣除任何退款、折扣或獎勵點數後之款項。
2. 屬一組或一對之納保品項，於可維修或替換特定品項時，將僅理賠該品項之維修或替換成本；否則將理賠一組或一對之價值，惟不得超過每次理賠上限。

個人電子設備保障 A

a. 適用個人電子設備保障 A 之定義

具特定意義的名詞定義如下，且無論使用於何處，皆應具有相同之意義：

意外損壞：係指承保品項因零件故障或因意外導致材料或結構發生瑕疵，而無法發揮原有的設計功能。

合格裝置：係指與合格持卡人有關，且採用後付或預付方案的個人電子設備裝置。

神祕失蹤：係指物品以無法解釋之方式消失，且無證據可證明係由一人或多人之錯誤行為所導致。

個人電子設備：係指電腦、平板電腦或保險摘要中載明的通信設備。

後付：係指持卡人與電信網路提供商簽約，以按每月發單收款之方式進行的方案。

預付：係指預先購買使用電信網路提供商之服務額度的合格裝置方案。

偷竊：係指未經被保險人同意取得其合格裝置，並意圖剝奪該人擁有之價值的違法行為。

b. 個人電子設備保障 A 適用之保障

保險公司將於每次理賠上限內，支付因意外損壞或偷竊所導致之下列損失，惟須遵守每名持卡人之年累計限額規定：

1. 若屬於後付方案，則為發生意外損壞或偷竊事件之月分的前一個帳單週期內，使用合格卡片支付之電信網路提供商月對帳單金額。
2. 若屬於預付方案，則為發生意外損壞或偷竊事件之月分前，發卡機構之月對帳單金額中屬於電信網路提供商服務部分的加值金額。

個別終止日

合格持卡人依據本合約享有之保障，應於下列日期（以最早發生者為準）終止：

1. 合格持卡人不再符合合格持卡人資格之日。
2. 合格卡片遭發卡機構認定不合格之日。
3. 發卡機構停止參與保險之日，或
4. 保險單終止之日。

應依據第 b. 節個人電子設備保障適用之保障，以及第 c. 節個人電子設備保障適用之保障，為於保險生效日之後及個別終止日之前遭竊或受損之合格裝置提供保障。於個別終止日後，遭竊或損壞之所有合格裝置，皆不適用相關保障規定。

承保範圍僅限保險摘要所列每次理賠上限內之意外損壞或偷竊事件，且須遵守本保險各項條款、條件、除外項目及與責任限額，以及保險摘要所列自負額規定。每年最高責任限額，請詳保險單明細表。

評價

我方應僅須就下列金額（以較低者為準）負擔責任：

1. 自維修或替換合格裝置之成本扣除自負額後，所實際負擔之合格裝置維修或替換成本；或
2. 每次理賠上限。

承保範圍

我方依據本保險單承擔之最大責任，不得超過每一張合格卡片在每十二個月期間內適用的年累計限額。

c. 個人電子設備保障 A 適用之條件

1. 您將可獲得合格裝置意外損壞或遭竊之補償。

2. 保障生效日

相關保障將自您支付您的後付月帳單、或預付加值金額後之次月第一日開始生效。相關保障將有效至您支付您的後付月帳單、或預付加值金額後之次月最後一日。

3. 暫停承保

若合格持卡人未使用前一月分有效之合格卡片，支付合格裝置後付帳單款項或預付加值款項時，將自次月第一日開始暫停適用本保險之保障。

4. 恢復承保

若保險單之保障遭到暫停時，相關保障將於使用合格卡片支付任何未來合格裝置後付帳單款項或預付加值款項之次月第一日恢復生效，惟應符合在使用合格卡片支付後付帳單款項或預付加值款項後，等待 15 日（以發生時間較晚者為準）之規定。保障將有效至相關月份最後一日。

5. 承保範圍已超過合格持卡人可能擁有之任何其他適用保險或給付。

d. 適用個人電子設備保障 A 之除外項目

本保險計畫不適用下列任何項目之承保：

1. 製造商所提供標準電池及 / 或標準天線以外之其他行動電話配件。
2. 遺失或神祕失蹤之合格裝置。
3. 由一般貨運承攬商管理與控制之合格裝置，包括但不限於郵寄服務、航空或快遞服務。
4. 自包包中遭竊之合格裝置，除手提，且由合格持卡人保管或由合格持卡人同行夥伴（且合格持卡人認識該人）保管的手提包外。
5. 表面損壞，例如合格裝置之凹痕或刮痕，或不影響合格裝置操作與功能之意外損壞（包括長度不超過 5 公分之微小螢幕破裂與裂縫，且不影響撥打或接聽電話，或不影響使用合格裝置的其他操作與功能）。
6. 因不當使用、蓄意行為、詐騙、任何種類之敵意行為（包括但不限於戰爭、入侵、叛亂或暴動）、主管機關扣押、違禁風險、非法活動、正常磨損、水災、地震、輻射線汙染導致的意外損壞或偷竊，或因產品固有瑕疵或問題導致的損壞。
7. 因交付錯誤或自願從合格裝置上拆除，而導致的意外損壞或偷竊。
8. 為轉售或商業使用目的而購買的電子裝置。根據本文件之各條款，相關保障僅適用於合格持卡人為個人目的而使用的個人電子設備。
9. 無意外損壞證據之電子、電氣或機械瑕疵。
10. 未於保險摘要中載明之任何個人電子產品。

III. 損失後責任

1. 理賠通知：應於事件發生日起三十（30）日內，發出書面理賠通知。未於事件發生日起算三十（30）日內發出通知，可能遭拒絕理賠。欲申請理賠，請登入萬事達卡網站理賠申請專區 <https://tw.mycardbenefits.com>，或將理賠通知發送至：

臺灣產物保險股份有限公司
100 台北市中正區館前路 49 號 8 樓
電話：(02)23120923
Email：claims_mastercard@tfmi.com.tw

2. 損失證明：若發生納保損失時，持卡人必須提供：

電子商務購物保障保險

- a. 持卡人簽署的索賠申請表格（如適用）；
- b. 持卡人的對帳單或購買收據的副本，證明受保障購物的全部款項均使用受保資格信用卡進行付款；
- c. 關於未交付索賠：如果您收到網購商品無法投遞的賠付後並收到網購商品，您須將我方賠付的金額退還給我方。

購物保障

- a. 持卡人簽署的索賠申請表格（如適用）；
- b. 持卡人之帳戶對帳單，或載明納保品項之款項，係全部以合格卡片支付之；
- c. 若係品項遭竊，則應提供於事件發生日起算九十（90）日內，向警方報案之收據影本；
- d. 若係申請損壞理賠，請提供維修估計金額之影本。

***持卡人可能須自費寄送損壞品項，以供進一步評估理賠金額。**

個人電子設備保障 A

- a. 合格持卡人之卡片對帳單，以反映於合格裝置遭竊或遭受意外損壞前一個月之合格每月帳單款項、或預付增值金額；
- b. 若係後付，則應提供合格持卡人當期網路提供商帳單之影本；
- c. 於可行時，請提供原始合格裝置購買收據影本，或目前與合格持卡人之合格裝置帳戶連結之合格裝置型號的其他充分證明；
- d. 若持卡人另向網路提供商購買其他保險，請提供申請合格持卡人個人電子產品保護保險之保險理賠申請書影本，或若理賠金額低於合格持卡人的自負額，則應提供保單聲明書之影本；
- e. 若係因意外損壞而申請理賠，請提供維修估計金額之影本以及意外之損壞照片；
- f. 若係因遭竊而申請理賠，請提供於遭竊時間起算四十八（48）小時內，向警方報案之收據影本。

*持卡人可能須自費寄送損壞品項，以供評估理賠金額。

IV. 一般保險條款

1. **舉證責任：**被保險人須負責向保險公司提供與損失相關之充分證據，以評估理賠金額。
2. **契約（第三方權利）法 [Contracts (Rights of Third Parties) Act]：**非屬本保險契約簽約方之他人，將無權引用「契約（第三方權利）法」執行本條款之規定。
3. **詐騙理賠申請：**若理賠申請於任何方面係屬詐騙行為，則與該等理賠申請有關之所有給付皆應無效。
4. **準據法與司法管轄地：**本保險以臺灣法律為準據法，並依其解讀。所有爭議皆須以臺灣法院為專屬管轄法院。
5. **合法權利：**您將與我方合作，並協助我方行使您或我方，就您的理賠相關事宜可能擁有之所有合法權利。
6. **調解：**若發生任何因本保險或其違約而產生或相關的歧見或求償時，簽約雙方茲此同意，在交付仲裁、提起訴訟或部分其他爭議解決程序之前，努力透過保險業委員會或任何知名調解機構，依據其調解程序進行調解，以解決爭議。
7. **支付理賠款：**保險公司支付之所有款項，皆將支付給臺灣之合格持卡人，且此等款項皆應遵守臺灣有效之法律與規則。
8. **退還理賠款：**若我方針對您遭竊之任何品項支付理賠款時，您必須在找回遭竊品項之後，立即通知我方。於此情形下，您可以採行下列任一措施：(i) 取回遭竊品項，並將我方支付給您的理賠款返還我方，或 (ii) 將遭竊品項交付我方，且該等品項將成為我方的財產。
9. **制裁：**若提供保障、支付理賠款或提供其他保單利益，可能會使我方遭到依據聯合國之決議進行的任何制裁、禁止或限制，或遭到任何貿易或經濟制裁，或必須遵守歐盟、英國或美國法律或條例時，不應視為我方提供了該等保障，且我方應無須為任何理賠款或任何保單利益負擔責任。

MASTERCARD TAIWAN

Gogoro Cobrand Card

Period of Insurance: 1 April 2023 - 31 March 2024

SUMMARY OF COVER

Insurance Coverage	Benefit Limits (NTD)		
	Per Occurrence	Annual Aggregate	Deductible
E-Commerce Purchase Protection	15,950	15,950	Nil
Purchase Protection	31,900	31,900	Nil
Personal Electronics Protection A – Mobile Phone	19,510	31,900	800

I. GENERAL DEFINITIONS

Terms with a specific meaning are defined below and shall have the same meaning wherever they appear:

Accidental Damage / Damage means items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.

Annual Aggregate Limit means the maximum amount of benefit per Cardholder available during the Credit Card Protection Comprehensive Insurance Policy Period.

Cardholder(s) / Insured Person(s) / You Your means all individuals who have been issued an Eligible Card, including secondary or additional Cardholders on the same account, in the Taiwan where such Eligible Card is issued by a participating Issuer.

Collectable Item(s) means an object suitable for a collection, originally a work of fine art or an antique, including also any of a wide variety of items collected as a hobby, for display, or as an investment whose value may appreciate that may include but not limited to antiques, toys, coins, comic books and stamps.

Deductible Subject to the Policy limits that apply, We will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Summary of Cover.

Eligible Card means a participating Issuer's **Gogoro Cobrand Card**.

Eligible Cardholder means those cardholders holding Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of loss, who shall be entitled to receive payment or such other benefit as is provided for in the Summary of Cover to the Policy.

Policy means the contract of insurance between the Insurer and the Policyholder.

Policy Period means Policy coverage period commencing of the inception date and ending when the Policy is terminated.

Insurer / We / Us / Our means Taiwan Fire & Marine Insurance Co., Ltd.

Issuer means **Mega International Commercial Bank**, an entity that is authorized to operate a credit or debit card program in the Taiwan and is participating in the insurance offering to Cardholders.

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

Per Occurrence Limit means the maximum amount of benefit available under this insurance per incident during the Policy Period.

Policyholder means the entity who has applied for this insurance to Us, and whose application has been accepted by Us.

Territory means the country or region in which Eligible Cards are issued, in this case, Taiwan.

Terrorist Act means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the Government of the country where the act of terrorism occurs.

War means any declared or undeclared war or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

II. INSURANCE COVERAGE

The Insurance Coverage which will be provided to the Eligible Cardholder is detailed in the sections below and in accordance with the policy limits set out in the Summary of Cover.

E-COMMERCE PURCHASE PROTECTION

a. DEFINITIONS specific to E-Commerce Purchase Protection

Terms with a specific meaning are defined below and have this meaning wherever they appear.

Courier: transportation company responsible for delivering Your Covered Purchase.

Covered Purchase: any item, other than those listed in **c. Exclusions specific to E-Commerce Purchase Protection**, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card.

Damage: items that can no longer perform the function they were intended for due to broken parts or material or structural failures due to an accident.

Goods: items, other than those listed in **c. Exclusions specific to E-Commerce Purchase Protection**, purchased entirely with the Eligible Card and/or have been acquired with points earned by a rewards program associated with the Eligible Card.

Seller: an online entity legally selling goods via the internet.

b. COVERAGE specific to E-Commerce Purchase Protection

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:

- Non-delivery/and or incomplete delivery of Goods and shipping charges that are purchased on the internet. Goods are insured against non-delivery if the Goods have not been delivered within 30 days of the scheduled delivery, or such other date as advised by the Seller, and the Seller has failed to refund You to Your Eligible Card.
- Failure to function or improper functioning due to damage of delivered Goods: The Goods are insured against failure to function or improper functioning as a result of physical damage provided that You are unable to recover for the same from either the Seller or Courier.

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. The coverage we provide in the Policy is in excess of other applicable insurance or other benefit which you can recover from any other source.

c. EXCLUSIONS specific to E-Commerce Purchase Protection

the Policy does not provide coverage for any of the following:

1. We will not pay for any claim, expenses, damage or loss under this section in connection with:
 - a. lawful confiscation by the Police, Government Agencies, Courts or other empowered authorities;

- b. any fraudulent or willful act by You.
 - c. any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories purchased for its operation and/or maintenance;
 - d. **War and Terrorism:** We will not cover any loss damage, injury or liability directly or indirectly caused or contributed to by:
 - War invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or popular uprising, or usurpation of power; or
 - Any act of terrorism and any action taken in controlling, preventing, suppressing or in any other way relating to any act of terrorism.
 - e. **Nuclear Risks:** We will not cover any loss, damage, injury or liability directly or indirectly caused or contributed to by:
 - ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear
 - fuel, including any self-sustaining process of nuclear fission; or
 - the use of any nuclear weapons material
 - f. **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.
2. We shall not be liable to pay any claim under this Section for the non-delivery or incomplete delivery in connection with:
- a. animals or plant life;
 - b. 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);
 - c. consumable or perishable items (including but not limited to, food, flowers, drink, medicines, nutrition supplements);
 - d. Goods purchased for commercial use, except when the Eligible card used for the purchase is a commercial credit card, as defined in Section I;
 - e. access to internet websites, software or data files downloaded from the internet including music files, photos, reading material, books and movies;
 - f. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
 - g. Goods purchased from a natural person either through a private transaction or an online auction website;
 - h. counterfeit or fake goods;
 - i. 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;
 - j. losses due to mechanical failure, electrical failure; software or data failure;
 - k. loss of data;
 - l. Goods purchased for resale or Goods which are used, damaged or second-hand at the time of purchase;
 - m. permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
 - n. Goods used for or intended to be used for retail and/or property rental;
 - o. items that You have rented or leased;
 - p. items that were, at the time of purchase, rebuilt, refurbished, or remanufactured;
 - q. art, antiques, firearms and Collectable Items;
 - r. furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
 - s. the costs or charges which do not relate to any purchase, which You paid for using Your Eligible Card;
 - t. misplacement;

- u. disappearance; or
- v. Goods deemed to be illegal by local government authorities.

d. CONDITIONS specific to E-Commerce Purchase Protection

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 to Your postal address in Taiwan.
2. A shipment tracking number must be assigned and provided by the Seller of the Goods or a designated transportation company.
3. You must take all necessary reasonable action against the Seller to send replacement Goods or refund the purchase amount to You.
4. You must have informed the Seller in writing and by registered mail or electronic mail of the non-delivery of Goods and demanded replacement Goods or a full refund and the Goods have not been delivered.
5. You shall notify the seller of the Goods and Us within 48 hours of receipt of a Covered Purchase which is not functioning properly due to damage of delivered Goods.

PURCHASE PROTECTION

a. DEFINITIONS specific to Purchase Protection

Terms with a specific meaning are defined below and have this meaning wherever they appear.

Covered Purchases means items, other than those listed in section **c. Exclusions specific to Purchase Protection**, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card.

Theft means the illegal act of taking a Covered Purchase belonging to the Insured Person, without their consent, with intent to deprive him/her of its value.

b. COVERAGE specific to Purchase Protection

The Insurer will pay for loss of Covered Purchases due to Accidental Damage or Theft, occurring within one hundred eighty days (180) days from the date of purchase as indicated on the store receipt, up to the Per Occurrence Limit, and subject to the Annual Aggregate Limit per Cardholder.

- Covered Purchases given as gifts are covered.
- Covered Purchases include internet purchases.
- Covered Purchases do not have to be registered.

c. EXCLUSIONS specific to Purchase Protection

This plan of insurance does not provide coverage for any of the following:

1. any motor vehicle, airplanes, drones, boats, automobiles and motorcycles and any equipment, parts or accessories;
2. permanent fixtures, including but not limited to carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
3. travellers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;
4. art, antiques, collectable items, furs, jewellery, gems, precious stones and fragile items;
5. consumables or perishables;
6. plants or animals;
7. hazardous materials and any item banned in the Territory;
8. access to internet websites, mobile applications, software or data files downloaded from the internet including but not limited to music files, photos, reading materials, books and movies; or reinstatement or recovery thereof;
9. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
10. Mysterious Disappearance;
11. items rented out, rented or leased; items purchased for resale, professional, or commercial use;

12. services, shipping, handling, installation or assembly costs;
13. Losses occurring to item(s) you purchased online prior to your taking possession of such item(s);
14. items damaged through alteration (including cutting, sawing, and shaping);
15. items left unattended in a place to which the general public has access;
16. any item confiscated by government authorities; or
17. losses caused by abuse, wilful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure, nuclear, biological or chemical event, terrorism or war.

d. CONDITIONS specific to Purchase Protection

1. It is the Insurer's discretion to decide whether to have the item repaired or replaced, or to reimburse the original purchase price less any rebates, discounts or rewards points.
2. Covered Purchases that are a pair or a set will be limited to the cost of repair or replacement of the specific item if repairable or replaceable; otherwise, the value of the pair or set will be covered, not to exceed the Per Occurrence Limit.

PERSONAL ELECTRONICS PROTECTION A

a. DEFINITIONS specific to Personal Electronics Protection A

Terms with a specific meaning are defined below and have this meaning wherever they appear:

Eligible Device means Personal Electronics device with Postpaid or Prepaid associated with the Eligible Cardholder.

Mysteriously Disappear means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

Personal Electronics means Computers, Tablets, or Communication devices as specified in the Summary of Cover.

Postpaid means a plan subscription where the Cardholder enters into a contract with a mobile network provider with a monthly billing arrangement.

Prepaid means Eligible Device subscription for which credit is purchased in advance of using the mobile network provider's services.

Theft means the illegal act of taking an Eligible Device belonging to the Insured Person without their consent, with intent to deprive him/her of its value.

b. COVERAGE specific to Personal Electronics Protection A

The Insurer will pay for loss due to Accidental Damage or Theft up to the Per Occurrence Limit and subject to the Annual Aggregate Limit per Cardholder if:

1. For Postpaid, the mobile network provider's monthly billing statement for the billing cycle preceding the month in which the Accidental Damage or Theft occurred is paid using the Eligible Card.
2. For Prepaid, the Issuer's monthly billing statement shows a top-up value related to the Telecom network provider's services preceding the month in which the Accidental Damage or Theft occurred.

Individual Termination Date

An Eligible Cardholder's coverage under this agreement shall terminate on the earliest of:

1. the date the Eligible Cardholder no longer qualifies as an Eligible Cardholder;
2. the date the Eligible Card is determined to be ineligible by the Issuer;
3. the date the Issuer ceases to participate in the Policy; or
4. the date the Policy is terminated.

Coverage shall be provided in accordance with **section b. Coverage specific to Personal Electronics Protection** and **section c. Conditions specific to Personal Electronics Protection**, for the Eligible Device stolen or damaged after the Policy effective date and before the individual termination date. Coverage shall not be provided for any Eligible Device stolen or damaged after the individual termination date.

Coverage is limited to Accidental Damage or Theft up to the Per Occurrence limit stated in the Summary of Cover

and subject to the terms, conditions, exclusions, and limits of liability of this insurance as well as the deductible stated in the Summary of Cover. The maximum liability annually is also stated in the Summary of Cover.

Valuation

We shall be liable only for the lesser of the following amounts:

1. the actual cost to repair or replace the Eligible Device after a deductible has first been applied to the cost to repair or replace the Eligible Device; or
2. the Per Occurrence Limit.

Scope of Coverage

Our maximum liability under the Policy may not exceed Annual Aggregate Limit per Eligible Card per twelve-month period.

c. CONDITIONS specific to Personal Electronics Protection A

1. You will be reimbursed for Accidental Damage or Theft of Eligible Device.

2. Effective Date of Coverage

Coverage begins on the first day of the calendar month following the payment of your Postpaid monthly bill or Prepaid top-up. Coverage will be valid until last day of the calendar month following the payment of your Postpaid monthly bill or Prepaid top-up.

3. Suspension of Coverage

Coverage under the Policy will be suspended on the first day of the following calendar month if an Eligible Cardholder fails to make an Eligible Device Postpaid bill payment or Prepaid Top-up using the Eligible Card while coverage is in effect in the previous month.

4. Resumption of Coverage

If coverage under the Policy is suspended, coverage will resume on the first day of the calendar month following the date of any future Eligible Device Postpaid bill payment or Prepaid Top-up using an Eligible Card subject to a 15-day waiting period following the date of Postpaid bill payment or Prepaid Top-up using an Eligible Card, whichever is later. Coverage will be valid until last day of the calendar month.

5. Coverage is excess of any other applicable insurance or benefit the Eligible Cardholder may have.

d. EXCLUSIONS specific to Personal Electronics Protection A

This plan of insurance does not provide coverage for any of the following:

1. Mobile telephone accessories other than the standard battery and/or standard antenna provided by the manufacturer.
2. Eligible Devices that are lost or Mysteriously Disappear.
3. Eligible Devices under the care and control of a common carrier, including, but not limited to, the postal service, airplanes or delivery service.
4. Eligible Devices stolen from baggage unless hand-carried and under the Eligible Cardholder's supervision or under the supervision of the Eligible Cardholder's traveling companion who is previously known to the Eligible Cardholder.
5. Cosmetic damage such as a dent or scratch to the Eligible Devices or Accidental Damage that does not impact the Eligible Mobile Telephone's operation and functions (including minor screen cracks and fractures less than 5 cm in length that does not prevent the ability to make or receive phone calls or to use other operations and functions of the Eligible Devices).
6. Accidental Damage or Theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
7. Accidental Damage or Theft resulting from mis-delivery or voluntary parting from the Eligible Device.
8. A electronic devices purchased for resale or commercial use. Subject to the terms of this document, coverage is for Personal Electronics devices and for use by Eligible Cardholder for personal purposes only.

9. Electrical, electronic or mechanical defects where there is no evidence of Accidental Damage.
10. Any Personal Electronics not specified in the Summary of Cover.

III. DUTIES AFTER LOSS

1. Notice of Claim: Written notice of claim must be given no later than thirty (30) days from the date of the incident. Failure to give notice within thirty (30) days from the date of the incident may result in a denial of the claim. To file a claim, log on to <https://tw.mycardbenefits.com> or send a claim notification to:

Taiwan Fire & Marine Insurance Co., Ltd.

8F, No.49, Guanqian Rd., Zhongzheng Dist. Taipei City 100, Taiwan (R.O.C.)

Tel.: (02) 23120923

Email: claims_mastercard@tfmi.com.tw

2. Proof of Loss: In the event of a covered loss, the Cardholder must provide:

E-Commerce Purchase Protection

- a. A signed claim form, if provided 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;
- c. **Non-delivery:** In the event that a claim for non-delivery is paid to You and the original Goods eventually arrives, You should pay back any indemnity received to Us.

Purchase Protection

- a. a signed claim form, if provided by Us;
- b. Cardholder's statement of account or a copy of purchase receipt showing payment of the item was made entirely with the Eligible Card;
- c. For theft claims, official copies of the police report within ninety (90) days of incident;
- d. For damage claims, official copies of the repair estimates.

***Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim.**

Personal Electronics Protection A

- a. Eligible Cardholder's card statement reflecting the monthly Eligible Device payment or Prepaid Top-up for the month preceding the date the Eligible Device was subject to Theft or suffered Accidental Damage.
- b. If Postpaid, a copy of the Eligible Cardholder's current network provider's billing statement.
- c. If available, a copy of the original Eligible Device purchase receipt or other sufficient proof of the Eligible Device model currently linked to the Eligible Cardholder's Eligible Device account.
- d. If the Cardholder has an existing insurance from the network operator, a copy of the insurance claim to the Eligible Cardholder's Personal Electronics Protection insurance, or in the event that the claim amount is less than the Eligible Cardholder's deductible, a copy of the policy's declarations page.
- e. If a claim is due to Accidental Damage, a copy of the repair estimate and photos of the Accidental Damage.
- f. If the claim is due to Theft, a copy of the police report filed within forty-eight (48) hours of the Theft.

***Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim.**

IV. GENERAL POLICY PROVISIONS

1. **Burden of Proof:** It is the responsibility of the Insured to provide the Insurer with sufficient proof pertaining to the loss for the assessment of the claim.
2. **Contracts (Rights of Third Parties) Act:** A person who is not a party to the Policy contract will have no right under the Contracts (Rights of Third Parties) Act and to enforce any of its terms.
3. **Fraudulent Claims:** If the claim is in any respect fraudulent all benefits in respect of such claim shall be

forfeited.

4. **Governing Law and Jurisdiction:** The Policy is governed by and interpreted in accordance to the laws of the Taiwan. Any dispute will be subject to the exclusive jurisdiction of the courts of the Taiwan.
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. **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.
7. **Payment of Claims:** All payments to be made by the Insurer shall be paid to Eligible Cardholders in the Taiwan and such payments shall be subject to the laws and regulations then in effect in the Taiwan.
8. **Recovery:** If We pay your claim for any item that was Stolen, You must inform Us immediately in the event the Stolen item is recovered. In such an event, there are two options available to You: (i) the recovered Stolen item is returned to You and You return the claim payment We made to You, or (ii) You hand over the recovered Stolen item to Us and it will become Our property.
9. **Sanctions:** 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.