

**萬事達卡台灣**  
**中國信託 Yahoo 商務鈦金卡**  
生效日期: 2021 年 10 月 1 日

**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 |
| 電子商務購物保證            | 6,380        | 6,380 | 零   |
| 個人電子設備保障 B-<br>行動電話 | 3,190        | 9,570 | 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：**係指中國信託Yahoo商務鈦金卡。

**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，且有權依據之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，自保單明細表所列起始日起至到期日止。

**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：**係指中國信託商業銀行，獲核准於台灣經營萬事達卡或簽帳金融卡計畫，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：**係指依之保險契約，在保險期間內每次可以理賠的最高金額。

**保單持有人：**係指向我們申請之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，且將遵守保險摘要的保單限額規定。

### 電子商務購物保證

#### a. 電子商務購物保證適用之定義

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。

**承運人：**係指負責交付您的承保品項的運輸公司。

**納保品項：**係指以受保資格卡全額購買及 / 或使用受保資格卡在獎勵活動中累積的積分購得的商品，除下列電子商務購物保證適用之除外項目。

**損壞：**係指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：**係指以受保資格卡全額購買及 / 或使用受保資格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。

**偷竊：**係指以搶劫或入室盜竊的方式，未經同意非法剝奪持卡人看管及 / 或保管下之財產，意圖獲益。

#### b. 電子商務購物保證適用之保障

於遵守保險摘要所列承保範圍、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證，並賠償被保險人的下列損失：

a. 網購商品無法投遞及 / 或發貨不齊全與運費損失：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，且賣方未將持卡人支付的款項退回至持卡人的合格卡，將就超出其他適用保險範圍賠償商品無法投遞損失。

b. 網購商品損壞的功能故障損失：若購買的商品因有形損壞而在交付後出現功能故障，且賣方或承運人未將持卡人支付的款項退回持卡人的信用卡，將就超出其他適用保險範圍賠償商品的功能故障損失。

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。

對於本保險項下的有效索賠，保險公司將以保險單中載明的相應責任限額為限，賠償持卡人購買商品所支出的金額或費用。

#### c. 電子商務購物保證適用之除外項目

保險公司不會支付與下列相關的任何索賠、費用或損失：

1. 商品被警方、政府機關、法院或其他授權機構依法沒收；
2. 持卡人的任何欺詐行為或故意行為。
3. 任何機動車、飛機、船隻、汽車或電單車，以及其上的任何裝置、零件或配件。

保險公司並無責任賠償商品無法投遞或與下列各項有關損壞所致的索賠：

1. 動物或植物；

2. 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）；
3. 易耗品或易腐品（包括但不限於食品、鮮花、飲料、藥品、保健品）；
4. 機動車、電單車或小型電單車、水上運輸工具、飛機或其操作及 / 或維修保養所需的任何設備及 / 或零件；
5. 為商業用途而購買的商品，包括用於轉銷售的商品、貿易工具或專業工具等；
6. 互聯網站的訪問權或從互聯網下載的軟體或數據檔案（包括音訊檔、照片、閱讀材料、書籍和電影等）；
7. 透過互聯網提供的服務，包括訂購電影票、機票、預訂酒店、租車、理財諮詢等；
8. 透過私下交易或線上拍賣網站從自然人購買的商品；
9. 偽造或假冒產品；
10. 因自然災害、氣象或氣候條件、磨損、貶值、逐漸變質、水、各類污染、製造缺陷或固有缺陷、害蟲、昆蟲、白蟻、黴菌、潮濕或乾腐、細菌、生鏽、清潔、檢修、維護、調整或維修造成的損失或損壞；
11. 因機械故障、電氣故障、軟體或數據故障造成的損失；
12. 數據丟失；
13. 購作轉售的商品，或購買時為已使用商品、受損商品或二手商品的物品；
14. 固定的家用及 / 或商用設施，包括但不限於地氈、地板及 / 或瓷磚、空調、冰箱或加熱器；
15. 用於或計劃用於商業、零售及 / 或物業租賃或其他商業目的的商品；
16. 您租用或租賃物品；
17. 購買時已使用過或經過改造、翻新或重制的物品；
18. 藝術品、古董、槍械和藏品；
19. 皮草、鐘錶、珠寶、寶石、貴重玉石、金製品或含金品（或由其他貴金屬及 / 或貴重玉石製造或鑲製的物品）；
20. 因使用信用卡所支付而與購物無關的費用或收費；
21. 放置不當；
22. 物品不明消失；
23. 當地政府機關認定屬於非法的商品。

#### **d. 電子商務購物保證適用之條件**

為符合本承保範圍保障，須存在以下或已發生的下列情況：

1. 商品之交貨地址必須為您在台灣的通訊地址，且與登記於發卡機構的地址資訊一致。
2. 商品必須有賣方或指定運輸公司提供和分配的運送單號。
3. 您必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物款項。
4. 對於商品未交付之索賠，您必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。
5. 您在收到了未交付商品的賠款後，如原來購買的商品最終送達，您必須將收到的所有賠款退還保險公司。
6. 對於交付商品因受損而存在功能故障的索賠，您必須在收到商品後48小時內通知賣方和保險公司。
7. 您應配合我們的工作，協助我們行使關於閣下所提出索賠的任何合法權利。
8. 對於損壞索賠，保險人可以自行決定是否修理或更換該物品，抑或補償原購買價並減去任何退款、折扣或獎賞點數。
9. 保障商品包含一對或一套物品者，倘能夠維修或更換，則僅限於特定物品之維修或更換費用；倘無法維修或更換，則賠償整對或整套物品的價值，但不得超過每次事故限額。

### **個人電子設備保障 B**

#### **a. 個人電子設備保障B適用之條件**

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。

**合格裝置：**係指合格持卡人的個人電子設備。

**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載明的通信設備，係指行動電話。

**線上購物平台：**係指 Yahoo online mall (<https://tw.mall.yahoo.com/>)，即合格持卡人使用合格卡片，購買供個人使用商品的線上購物平台。

**偷竊：**係指未經被保險人同意取得其合格裝置，並意圖剝奪該人所擁有價值之違法行為。

## **b. 個人電子設備保障B適用之保障**

於符合下列條件之情況下，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損失，惟須遵守每名持卡人之合格裝置年累計限額規定：若持卡人於意外損壞或偷竊發生日前一個月，使用合格卡片每月透過線上購物平台消費之累積金額至少達NTD1600元。

### **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b. 節個人電子設備適用之保障B，個人電子設備保障 B以及第 c. 節個人電子設備保障適用之條件，適用於保險生效日之後及個別終止日之前遭竊或受損的合格裝置提供保障。相關保障規定不適用於所有在個別終止日後遭竊或損壞的合格裝置。

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，且須遵守之保險各項條款、條件、除外項目及與責任限額，以及保保險摘要所列自負額規定。每年最高責任限額，亦請參閱保險摘要。

### **評價**

我方應僅須就下列金額（以較低者為準）負擔責任：

1. 在從維修或替換合格裝置之成本中扣除自負額之後，實際負擔的合格裝置維修或替換成本，或
2. 每次理賠上限。

### **承保範圍**

我方依據之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B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**

保障自合格持卡人使用合格卡片，透過線上購物平台累積消費至少達NTD1600元之次月第一天開始生效。相關保障將有效至合格持卡人使用合格卡片，透過線上購物平台累積消費至少達NTD1600元之次月最後一日。

### **3. 暫停承保**

若合格持卡人於前一個月的保障生效期間，透過線上購物平台使用合格卡片累積的消費金額，未達至少NTD1600元時，將自次月第一日起暫停適用保險之保障。

#### 4. 恢復承保

若保險之保障遭到暫停時，相關保障將於合格持卡人透過線上購物平台使用合格卡片累積的消費金額，達至少 NTD1600元之次月第一日恢復生效。惟應符合透過線上購物平台使用合格卡片，進行任何未來最低累積消費金額後等待 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B之除外項目

之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，且不影响撥打或接聽電話，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、輻射線污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，而購買之電子裝置。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. 未於保險摘要表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 <https://tw.mycardbenefits.com>，或請將理賠通知發送至：

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：+886 2 23120923

Email：[claims\\_mastercard@tfmi.com.tw](mailto: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：**電子商務購物保證**

- 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；
- d. 就盜竊索賠：應於事故發生九十(90)日內提供報警記錄的正式副本；
- e. 就損壞索賠：應提供維修估價單的正式副本；

\*持卡人可能須自費提交損壞的品項，以供進一步評估理賠金額。

## 個人電子設備保障 B

- a. 合格持卡人之卡片對帳單，顯示其於合格裝置遭竊或遭受意外損壞之日前，每月使用合格卡片透過線上購物平台消費累積至少達NTD1600元。
  - b. 若適用，則提供原始合格裝置購買收據影本，或合格持卡人之合格裝置型號的其他充分證明。
  - c. 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。
  - d. 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
  - e. 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**：之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**  
**CTBC Bank Yahoo Titanium Business Card**  
**Effective Date: 1 October 2021**

**SUMMARY OF COVER**

| Insurance Coverage                                  | Benefit Limits (NTD) |                  |            |
|---|----------------------|------------------|------------|
|   | Per Occurrence       | Annual Aggregate | Deductible |
| E-Commerce Purchase Assurance                       | 6,380                | 6,380            | Nil        |
| Personal Electronics Protection B –<br>Mobile Phone | 3,190                | 9,570            | 800        |

**SECTION I GENERAL DEFINITIONS**

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

**Annual Aggregate Limit** means the maximum amount of benefit per Cardholder available during the 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 CTBC Bank Yahoo Titanium Business 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 the Policy coverage period commencing of the inception date and ending of the expiration date as specified on the Policy.

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

**Issuer** means CTBC Bank Co. Ltd., an entity that is authorized to operate a Mastercard 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 ASSURANCE**

**a. DEFINITIONS specific to E-commerce Purchase Assurance**

Terms have the specific meanings set forth below and are capitalized throughout the Policy:

**Courier** means transportation company.

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

**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.

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

**Seller** means online entity legally selling goods via the internet.

**Theft** means the unlawful, intentional and dishonest taking of a Covered Purchase belonging to the Cardholder without their consent.

**b. DESCRIPTION OF COVERAGE specific to E-Commerce Purchase Assurance**

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

a. 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, unless so otherwise stated by Seller and the Seller has failed to refund You to Your Eligible Card, in excess of other applicable insurance.

b. Improper functioning due to damage of delivered Goods: The delivered Goods are insured against improper functioning as a result of physical damage if the Seller or Courier has failed to refund to Your Eligible Card, in excess of other applicable insurance.

After receipt of the Covered Purchase, the Insurer will pay for loss due to Accidental Damage or Theft, occurring within 180 days from the purchase date of the Covered Purchase, up to the Per Occurrence Limit, and subject to the Annual Aggregate Limit per Cardholder.

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

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.

**c. EXCLUSIONS specific to E-Commerce Purchase Assurance**

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

1. lawful confiscation by the Police, Government Agencies, Courts or other empowered authorities;
2. any fraudulent or willful act by You;
3. any motor vehicle airplanes, boats, automobiles and motorcycles and any equipment, parts or accessories.

We shall not be liable to pay any claim for the non-delivery of the Covered Purchase or Damage in connection with:

1. animals or plant life;
2. 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);
3. consumable or perishable items (including but not limited to, food, flowers, drink, medicines, nutrition supplements);
4. motor vehicles, motorcycles or motor scooters, watercraft, aircraft and any equipment and/or parts necessary for its operation and/or maintenance;
5. Goods purchased for commercial use including items purchased for re-sale or tools of trade or profession;
6. access to internet websites, software or data files downloaded from the internet including music files, photos, reading material, books and movies;
7. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
8. Goods purchased from a natural person either through a private transaction or an online auction website;
9. counterfeit or fake goods;
10. 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;
11. losses due to mechanical failure, electrical failure; software or data failure;
12. loss of data;
13. Goods purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
14. permanent household and/or business fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
15. Goods used for, or intended to be used for, retail and/or property rental, or other business purposes;
16. items that You have rented or leased;
17. items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;
18. art, antiques, firearms and Collectable Items;
19. furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
20. the costs or charges which do not relate to any purchase, which You paid for using Your Eligible Card;
21. misplacement;
22. disappearance; or
23. Goods deemed to be illegal by local government authorities.



#### **d. CONDITIONS specific to E-Commerce Purchase Assurance**

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 the 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 of the non-delivery of Goods and demanded replacement Goods or a full refund and the Goods have not been delivered.
5. In the event that a claim for non-delivery is paid to You, and the original Goods eventually arrive, You should pay back any indemnity received to Us.
6. In the event that a claim is submitted for improper functioning due to damage of delivered Goods, You shall notify the seller of the Goods and Us within 48 hours.
7. You will cooperate with Us and help Us to enforce any legal rights You or We may have in relation to Your claim.
8. For Damage claims, 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.
9. 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 B**

##### **a. CONDITIONS specific to Personal Electronics Protection B**

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

**Accidental 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.

**Eligible Device** means Personal Electronics devices of Eligible Cardholders.

**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 Personal Communication device as specified in the Summary of Cover, in this case Mobile Phone.

**Online Shopping Platform** means Yahoo online mall (<https://tw.mall.yahoo.com/>), online shopping platform that Eligible Cardholder uses to purchase goods for personal purposes using the Eligible Card.

**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 B**

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 for Eligible Device if Cardholder spend minimum cumulative amount of NTD 1,600 per month via Online Shopping Platform in the month preceding the month in which the Accidental Damage or Theft occurred using the Eligible Card.

##### **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 **sections b. Coverage specific to Personal Electronics Protection B** and **c. Conditions specific to Personal Electronics Protection B**, 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 B**

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 Eligible Cardholder spend minimum cumulative amount of NTD 1,600 via Online Shopping Platform using the Eligible Card. Coverage will be valid until last day of the calendar month following the Eligible Cardholder spend minimum cumulative amount of NTD 1,600 via Online Shopping Platform using the Eligible Card.

## 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 spend minimum cumulative amount of NTD 1,600 via Online Shopping Platform 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 Eligible Cardholder spend minimum cumulative amount of NTD 1,600 via Online Shopping Platform using the Eligible Card subject to a 15-day waiting period following the date of any future minimum cumulative spend on Online Shopping Platform using the 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 B

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 Devices' 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 Device).
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 mobile telephone 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.: +886 2 23120923  
Email: [claims\\_mastercard@tfmi.com.tw](mailto:claims_mastercard@tfmi.com.tw)

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

#### E-Commerce Purchase Assurance

- a. a signed claim form, if provided by Us;
- b. Cardholder's statement of account or copy of purchase receipt showing payment of the Covered Purchases which was made entirely with the Eligible Card;
- c. For **Non-delivery** claims: 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;
- d. For **Theft** claims: official copies of the police report within ninety (90) days of incident;
- e. 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 B

- a. Eligible Cardholder's card statement reflecting the minimum cumulative amount of NTD 1,600 spend per month via Online Shopping Platform using the Eligible Card preceding the date the Eligible Device was subject to Theft or suffered Accidental Damage.
- b. If available, a copy of the original Eligible Device purchase receipt or other sufficient proof of the Eligible Device model belongs to the Eligible Cardholder.
- c. 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.

d. If a claim is due to Accidental Damage, a copy of the repair estimate and photos of the Accidental Damage.

e. 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.