



บริษัท นิวแฮมป์เชอร์ อินซัวรันส์

New Hampshire Insurance Company

สำนักงานใหญ่ ชั้น 12A และชั้น 21-23 อาคารสยามทาวเวอร์ เลขที่ 989 ถนนพระราม 1 แขวงปทุมวัน เขตปทุมวัน กรุงเทพฯ 10330
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ทะเบียนนิติบุคคล / Business Registration No. 0100522000494 | เลขประจำตัวผู้เสียภาษี / Tax ID. 0100522000494

**MASTERCARD THAILAND
PLATINUM CREDIT and DEBIT CARDS**

EFFECTIVE DATE OF COVER
1 April 2018 to 31 March 2019

SUMMARY OF COVER

Insurance Coverage	Maximum Benefit Amount (USD)	
	Per Occurrence Limit	Annual Aggregate Limit
E-Commerce Purchase Protection	200	200

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

**E- COMMERCE PURCHASE PROTECTION INSURANCE
TERMS & CONDITIONS
For Mastercard Thailand Cardholders**

SECTION I - GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial Capital letter and **bold** font.

- Annual Aggregate Limit** means the maximum amount per **Cardholder** for which the **Company** is liable during the **Policy Period** under this **Policy**.
- Business** means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for money or other compensation.
- Cardholder(s)** means all individuals who have been issued an **Eligible Card**, including secondary or additional cardholders on the same account, in the **Territory** 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.
- Company** means New Hampshire Insurance Company.
- Courier** means transportation company.
- Covered Purchases** means **Goods** purchased on the internet
- 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.
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 Card	means	the Mastercard Platinum Credit and Debit cards issued within the Territory .
Eligible Cardholders	means	those Cardholders with Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of claim who shall be entitled to receive Payment or such other benefit as is provided for in this Policy .
Goods	means	items, other than those listed in Section III Exclusions below, purchased entirely with the Eligible Card and/or have been acquired with points earned by a Rewards Program associated with the Eligible Card .
Insured(s)	means	the Eligible Cardholder , who shown as the Insured named in the Policy Schedule and/or Certificate and/or Endorsements, who is insured and covered for the benefits described in this Policy .
Issuer	means	a bank or financial institution or like entity that is authorized by Mastercard to operate a Mastercard credit or debit card program in the Territory and is participating in the E-Commerce Purchase Protection Insurance offering to Cardholders .
Payments	means	a payment to be made under the terms and conditions of the Policy by the Company .
Per Occurrence Limit	means	the maximum amount payable under this Policy for any single covered loss occurrence.
Policy	means	this contract of insurance.
Policy Period	means	1 April 2018 to 31 March 2019
Policyholder	means	Mastercard Asia/Pacific Pte. Ltd. specified as Policyholder in the Policy Schedule who arranges the insurance for the Insured's benefits and pays the Company the premium due.
Rewards Program	means	a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card .
Seller	means	online entity legally selling goods via the internet.
Territory	means	Thailand.

SECTION II - COVERAGE

Whilst the **Policy** is being in force under the terms, uniform provisions, conditions, coverage, exclusions and endorsement of this **Policy** and in consideration of the **Policyholder** paid to the **Company** the premium due, , the **Company** shall cover the **Insured** under e-Commerce Purchase Protection Insurance for the **Insured's** global online purchase, and reimburse the **Insured** 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**, date and the **Seller** has failed to refund the **Insured** to the **Insured's** credit or debit card within 60 days of non-delivery
- b. Improper functioning of the **Goods** 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 the **Insured** to the **Insured's** credit or debit card within 60 days of delivery

- c. The **Goods** must have a value of at least USD 50 inclusive of applicable local taxes but excluding delivery/transportation costs.

In the event of a valid claim the **Company** shall pay the **Insured** the purchase price for each item(s) of the **Insured's** purchase, up to the amount as specified in the Benefit Schedule, depends upon the type of **Eligible Card**.

SECTION III - EXCLUSIONS

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

- 1) Any motor vehicle airplanes, boats, automobiles, motorcycles or motor scooters, watercraft and any equipment, parts or accessories including its operation and/or maintenance;
- 2) The Company shall not pay for any claim, expenses or loss under this Policy in connection with:
 - a. lawful confiscation by Police, Government Agencies, Courts or other empowered authorities;
 - b. any fraudulent or willful act by the **Insured**.
- 3) The **Company** shall not be liable to pay any claim under this **Policy** for non-delivery of or in connection with:
 - a. Any item purchased for less than USD 50
 - b. animals or plant life;
 - c. cash, bullion, negotiable instruments, shares, travellers checks, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel);
 - d. consumable or perishable items (including but not limited to food, flowers, drink, drugs, nutrition supplements);
 - e. **Goods** purchased for commercial use including items purchased for re-sale or tools of trade or profession;
 - f. access to internet websites, mobile applications, software or data files downloaded off the internet including music files, photos, reading material, books and movies;
 - g. services provided via the Internet such as cinema tickets, air tickets, hotel bookings, car rental, financial advice;
 - h. **Goods** purchased from a natural person either through a private transaction or an online auction website.
 - i. counterfeit or fake goods
 - j. 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;
 - k. losses due to mechanical failure, electrical failure; software or data failure;
 - l. loss of data;
 - m. **Goods** purchased for resale or items which are used goods, damaged goods or second-hand goods at the time of purchase;
 - n. permanent household and/or **Business** fixtures, including but not limited to carpeting, flooring and/or tiling, air conditioners, refrigerators, or heaters;
 - o. goods used for, or intended to be used for, commercial, retail and/or property rental, or other **Business** purposes;
 - p. items that the **Insured** have rented or leased;
 - q. items that were, at the time of purchase, used, rebuilt, refurbished, or remanufactured;

- r. art, antiques, firearms and **Collectable** items;
 - s. furs, watches, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
 - t. the costs or charges which do not relate to any purchase, which the **Insured** paid for using the **Insured's** credit card or debit card;
 - u. any loss or damage caused by radioactivity, atomic fission or atomic fusion either controlled or not, or nuclear incident.
 - v. misplacement;
 - w. mysterious disappearance; or
 - x. goods deemed to be illegal by local government authorities
- 4) The **Company** shall not be deemed to provide cover and the **Company** 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 the **Company**, the **Company's** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

SECTION IV - CONDITIONS

To be eligible for coverage under the e-Commerce Purchase Protection Insurance the following needs to be present or to have occurred.

1. The delivery address for the **Goods** must be to the **Insured's** postal address in Thailand as registered with the card Issuer.
2. A shipment tracking number must be assigned and provided by the seller of the **Goods** or a designated transportation company
3. The **Insured** must take all necessarily reasonable actions to seek the **Seller** to replace the **Goods** or refund the purchase amount to the **Insured**. The **Insured** must have informed the **Seller** in writing (including by emails) and by registered mail of the non-delivery of **Goods** and must have demanded for the replacement of the **Goods** or a full refund but the **Seller** has failed to deliver the replacement **Goods** or provided the refund.
4. In the event that a claim for non-delivery is paid to the **Insured**, and the original **Goods** eventually arrive, the **Insured** should pay back any indemnity received to the **Company**.
5. In the event that a claim is submitted for improper functioning due to damage of delivered **Goods**-the **Insured** shall notify the **Seller** of the **Goods** and the **Company** within 48 hours.
6. The **Insured** will cooperate and help the **Company** to enforce any legal rights the **Insured** or the **Company** may have in relation to the **Insured's** claim.
7. Valid Account: The **Eligible Card** must remain open, valid and in good standing for payments to be made during the **Policy Period**.
8. The coverage under this **Policy** will be terminated immediately once the **Insured** is no longer a **Cardholder** of the **Issuer**.

SECTION V - UNIFORM PROVISIONS

1. Claim Notification

In claiming for benefit under this **Policy**, the **Insured** or their representative as the case may be, at own expense, must submit all necessary evidences to the **Company** within the time line specified in 2.1 Notice of Claim. But the failure to file claim within the specified time line will not deprive the **Insured** of the right to claim if can be proven that there is practical reason for the failure to do so and the claim indemnification has been made as early as possible.

1.1 Notice of Claim

Written notice of claim must be given no later than thirty (30) days from the date of the incident.

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

New Hampshire Insurance Company
Claim Department 21st – 23rd Fl, Siam Tower
989 Rama I Road Patumwan
Bangkok 10330 Thailand
Call Center Tel. +66 2649 1518
Opening Hours Monday thru Friday – 8.30 am to 5 pm
Languages supported Thai, English
Email: APAC.Mastercard@aig.com

1.2 Proof of Loss

The **Insured** must provide to the **Company**

- a) a signed claim form, if provided;
- b) a copy of purchase receipt showing payment of the **Covered Purchases** which was made entirely with the **Eligible Card**;
- c) The **Cardholder's** statement of account showing the **Credit Account** is valid and in good standing at the time of filing the claim.

2. Claim indemnification

The **Company** shall pay claim within fifteen (15) days after receipt of complete and proper proof of loss or damage. For the benefit under this **Policy**, the **Company** shall be paid to the **Insured**.

The **Payments** to be made by the **Company** shall be paid to the **Insured** in the **Territory** in Thai Baht, subject to the laws and governmental regulations then in effect in Thailand.

In the event there is reasonable doubt that the claim for compensation from the **Insured** may not be in accordance with the insuring agreements, the time line stated above may be extended as necessary but not to exceed ninety (90) days from the date the complete documents are received by the **Company**.

If the **Company** cannot pay claim within the time line as specified above, the **Company** is liable to pay an interest of fifteen (15) percent per annum of the amount due, calculated from the due date of the **Payment**.

3. Fraudulent Claims

The **Company** shall not be held liable under any claims if such claim made under this **Policy** be in any respect fraudulent or if any false declaration be made or used in support thereof, or if any fraudulent means be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**. In addition, this **Policy** may be terminated by the **Company** without refund of premium.

4. Governing Law and Jurisdiction

The **Policy** shall be subject to the jurisdiction of the Thai courts and construed according to Thai laws.

5. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this **Policy** shall invalidate all claims hereunder.

6. Arbitration Clause

If there is any difference, dispute or demand under this **Policy** between the claimant and the **Company**, in which case the claimant wishes to refer the matter to arbitration, the **Company** agrees to allow for a ruling by arbitration in accordance with the regulations of the Office of Insurance Commission.

7. Consent to use personal data

The **Policyholder** and/or the **Insured** is deemed to have read, understood, and consented to the collection and subsequent processing of the **Policyholder** and/or the **Insured**'s personal information by the **Company** (whether obtained during the application process or administration of this **Policy**) in accordance with the **Company**'s Privacy Notice as from time to time published on the **Company**'s website at <http://www.aig.co.th/privacy-notice>, a copy of which has also been furnished to the **Policyholder**.

If the **Policyholder** and/or the **Insured** submits information relating to other individuals, the **Policyholder** and/or the **Insured** further represents and warrants that the **Policyholder** and/or the **Insured** has the authority to provide information relating to the other individuals to the **Company**, that the **Policyholder** and/or the **Insured** has informed the other individuals about the purposes for which his/her personal information is collected, used and disclosed as well as the parties to whom such personal information may be disclosed by the **Company**, and that the other individuals agree and consent that the **Company** may collect, use and process his/her personal information in accordance with the **Company**'s Privacy Notice.

8. Duty of Disclosure

The **Policyholder** and/or the **Insured** has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form or when applying for this insurance, to answer all questions fully and accurately and to disclose any matter that the **Policyholder** and/or the **Insured** knows to be relevant to the **Company** in accepting the risks and determining the rates and terms to be applied otherwise it may result in avoidance of the **Policy**, refusal or reduction of claims, change of terms or termination of the **Policy**. This duty of disclosure shall continue until the time the **Policy** is entered into, varied or renewed. The **Policyholder** also has a duty to tell the **Company** immediately if at any time after the **Policy** has been entered into, varied or renewed with the **Company**, any of the information given when the **Policyholder** applied for the **Policy** is inaccurate or has changed.