



## FlashPay Shield\*

FlashPay Shield	Card Replacement <sup>1</sup>
NETS FlashPay Card or Contactless CashCard	Up to \$50 for loss due to theft or robbery

- \*Eligible Cardholders must activate their coverage at the following URL: (<http://www.aigdirect.com.sg/nets>).*
- Notes: *\*FlashPay Shield is a complimentary cover, valid for 12 months from 12:01am \*Singapore Time on the date following the activation of your cover (the next day).*
- \*Terms and conditions apply. Please refer to the policy wordings.*
- <sup>1</sup> *A one-time payment when his/her NETS FlashPay Card or Contactless CashCard is stolen.*



## **FLASHPAY SHIELD**

*This is the Policy for your FlashPay Shield complimentary insurance cover. Kindly put this Policy and the Schedule in a safe place. You may like to take note of the expiry date stated in your policy. If You have any queries, please call our Customer Service Hotline at 6419 3000.*

### **INTRODUCTION**

This Policy sets out the terms and conditions of a contract of insurance between AIG Asia Pacific Insurance Pte. Ltd. and You, the Insured. We have written the terms in plain English, so that you may better understand it. Please read the Policy carefully as this is a legal document.

Subject to all of the provisions of this Policy, We agree to provide the insurance in this Policy while the Policy is in force.

### **PART I: DEFINITIONS**

Words with special meaning are defined below and are written starting with a cap letter. When used in this Policy, the words defined below have the meaning ascribed to them.

**"Bodily Injury"** means physical injury, sickness, disease or death; including, but not limited to, required care and loss of services resulting from such injury.

**"Card"** means any valid NETS FlashPay Card or Contactless CashCard issued by the Issuer to You, carrying the brand of the Issuer, and the underlying charge, credit, deposit or Your asset account subject to a maximum registration of 1 Cards per Insured.

**"Issuer"** means Network for Electronic Transfers (Singapore) Pte Ltd (hereinafter called 'NETS').

**"Insured"** means the individual to whom a Card is issued and whose name and details are as registered with AIG Asia Pacific Insurance Pte. Ltd. as the Insured.

**"Notification"** means the first notification of the Stolen Card to the police.

**"Policy Period"** means the period commencing on the date specified as such in the Schedule. The Policy Period ends at 12:01a.m. Singapore time on the date of expiration of this Policy.

**"Personal Injury"** means any: (i) shock, humiliation, mental anguish or mental injury; (ii) false arrest, imprisonment, or detention; (iii) wrongful entry by or eviction of any person; (iv) malicious prosecution; (v) libel, slander, or other defamation or disparagement; or (vi) invasion of or other injury involving privacy.

**"Property Damage"** means physical injury to, destruction of, loss of or loss of use of tangible property.

**"Policy"** means the present contract of insurance between AIG Asia Pacific Insurance Pte. Ltd. and You.

**"Member of Your Family"** means any member of Your family related to You by blood, through marriage or by adoption under any written law.

**"Robbery"** means the unlawful taking of property from Your care and custody by one who has caused or threatened You with bodily harm and has committed an illegal or violent act.

**"Stolen"** means having been stolen by a third party without Your assistance, consent or co-operation by way of theft or Robbery.

**"Triggering Event"** means any first use of a Stolen Card.

**"We"** or **"Us,"** or **"Our"** means AIG Asia Pacific Insurance Pte. Ltd..

**"You/Your"** means the named Insured.



## **PART II - BENEFIT**

### **BENEFIT - LOSS OF CARD**

We will cover You up to the sum insured as listed in the schedule for the following when Your Card is Stolen, provided that the loss is reported within 24 hours. This includes replacement fee and other charges that would be incurred in the replacement of the Card.

You must avoid or minimize loss as much as is reasonably possible (such steps may include, but are not limited to, securing Your premises, safeguarding Your assets and belongings, ending Your business relationship with anyone responsible for a Triggering Event or ceasing the Auto Top Up facility with your bank).

The following exclusions shall apply to the cover provided above:

- i. Any loss or damage arising out of, based upon or attributable to any act, omission, negligence, recklessness or wilful conduct on the part of the Issuer and/or its employees or authorized agents.
- ii. Any loss arising out of, based upon or attributable to any computer hardware, software, instruction, or input error, including but not limited to any malfunction of an ATM; or
- iii. Any loss arising out of, based upon or attributable to Cards or information Stolen while in the custody or possession of any third party, Issuer, manufacturer, courier, postal service or in transit between any of the above.

In the event of a covered loss, You must:

- i. File a police report within 24 hours after the Triggering Event or the loss, whichever comes first;
- ii. Contact us at 6419 3000 within 24 hours after the Triggering Event or the loss, whichever comes first, to obtain a claims form and instructions;
- iii. Complete, sign and return the claims form with such supporting documents as may prove the loss;
- iv. Provide such other information and documentation, and arrange for You, Member of Your Family and Issuer to respond to Our questions, about any matter relating to Your claim, if We so request;
- v. Co-operate with Us in investigating, evaluating and settling a claim and help Us: (a) enforce any legal rights You or We may have against anyone who may be liable to You; (b) attend depositions, hearings and trials; and (c) secure and give evidence, and obtain the attendance of witnesses;
- vi. Provide copies of :
  - a. relevant documents (such as proof of last top up), and
  - b. certified copy of police report.
- vii. Forward to Us the claims form and accompanying documents within 7 days of making the original claim.

## **PART III - GENERAL EXCLUSIONS**

We will not pay for:

### **Bodily or Personal Injury & Property**

Any loss or damage arising out of, based upon or attributable to any Bodily Injury, Personal Injury or Property Damage.

### **Business or Professional Services**

Any loss or damage arising out of, based upon or attributable to any act, error or omission in Your business activities; or the performance or failure to perform any professional services of, by or on behalf of You.

### **Gross Negligence, Dishonest, Fraudulent, Criminal, Malicious or Wilful Conduct**

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



**Consequential Loss**

Consequential loss or damage of any kind

**Infrastructure**

Any loss or damage arising out of, based upon or attributable to mechanical failure, electrical failure, software failure, or data failure; including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure.

**Legal Expenses**

Any loss and expense arising out of, based upon or attributable to any legal action.

**Physical Event**

Any loss or damage arising out of, based upon or attributable to any theft or Robbery facilitated by fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.

**Seized Property**

Any loss (whether temporary or permanent) arising out of, based upon or attributable to the confiscation, destruction, or seizure of property by any government, public entity, agency, self-regulatory body, or commission or an authorized representative of any of the foregoing.

**War/Terrorism**

Any loss or damage arising out of, based upon or attributable to any war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, strikes, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority.

**PART IV - GENERAL CONDITIONS**

**Geographical Coverage**

The insurance coverage is limited to loss occurring within Singapore.

**Due Diligence**

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

**Economic Sanctions**

We will not be liable to provide any coverage or make any payment under this Policy if to do so would be in violation of any sanctions law or regulation which would expose Us, Our parent company or Our ultimate controlling entity to any penalty under any sanctions law or regulation.

**Termination**

The Policy will terminate immediately, even prior to the expiration of the Policy Period, upon any payment made by Us pursuant to a claim made under this Policy. In the event of a claim made under this Policy with respect to one of Your Cards, the Policy will terminate immediately, notwithstanding the existence of other Cards belonging to You, to which cover will be denied upon termination of this Policy.

**Cancellation**

This Policy may be cancelled:

- a) by You at any time at Your written request to Us; or
- b) by Us by 7 days' written notice to You at Your last known address.

We will not make any refund on the cancellation of the Policy.

**Policy Purchase**

In granting cover to You, We have relied upon the material statements and particulars in the application together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this Policy.



#### **Other Insurance**

If there are other insurance which covers the same insurable interest as this Policy, Our claims payment will be determined by applying the proportion of the Sum Insured under this Policy to the Sum Insured of this Policy and other policy(s) combined, to the amount of loss or damage.

#### **Assignment**

This Policy and any rights under or in respect of it cannot be assigned without Our prior written consent.

#### **Changes**

No changes shall be made to the provisions of this Policy without Our written consent. This Policy's provisions may be amended or waived only by endorsement issued by Us and made a part of this Policy.

#### **Entire Contract**

This Policy, schedule, declaration and any other statements in writing will be read together as one contract. In the event of a conflict, the terms, conditions or provisions of this Policy will prevail.

#### **Written Notice**

Every notice or communication to be made under this Policy shall be given in writing to Us.

#### **Fraud**

If You make any claim under this Policy which is in any respect fraudulent or if You or any one acting on behalf uses any fraudulent means or devices to obtain any benefit under this Policy, all benefits under this Policy will be forfeited.

#### **Arbitration**

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

If You make a claim under the Policy which is rejected by Us, You or Your legal representatives will start arbitration proceedings within 12 months of such rejection and failure to commence arbitration or proceeding within twelve (12) months of such rejection shall discharge Us from all liability for that Claim.

The arbitration will be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the arbitrator shall be appointed in accordance with and subject to the provisions of the Arbitration Act Cap.10 of Singapore or any statutory modification or re-enactment thereof for the time being in force. Arbitration proceedings will be conducted in accordance with the rules of the Singapore International Arbitration Centre for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to Our liability or any right of action against Us.

#### **Validity of Remainder of Policy**

In the event that any portion of this Policy is found to be invalid or unenforceable, the remainder of this Policy will remain valid, in full force and effect.

#### **Governing Law & Jurisdiction**

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

#### **To Whom Payment of Proceeds Made**

Any payment made by Us pursuant to a claim under this Policy will be paid to You who is the Insured. Receipt by You as the named insured will be an effectual discharge of Our liability for that claim.

#### **Currency Clause**

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

#### **Third Party Rights**

Unless otherwise expressly stated, nothing in this Policy will give any person other than You any rights against Us. The application of the Contracts (Rights of Third Parties) Act (Cap 53B) and any subsequent revision or replacement thereof is expressly excluded insofar as this Policy is concerned.



#### **Data Use Clause**

You have agreed and consented that We may collect, use and process Your personal information (whether obtained in the application form or otherwise obtained) and disclose such information to the following, whether in or outside of Singapore: (i) Our group companies; (ii) Our (or Our group companies') service providers, reinsurers, agents, distributors, business partners; (iii) brokers, Your authorised agents or representatives, legal process participants and their advisors, other financial institutions; (iv) governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purposes stated in Our Data Privacy Policy which include:

- (a) Processing, underwriting, administering and managing Your relationship with Us;
- (b) Audit, compliance, investigation and inspection purposes and handling regulatory / governmental enquiries;
- (c) Compliance with legal or regulatory obligations, risk management procedures and Our internal policies;
- (d) Managing Our infrastructure and business operations; and
- (e) Carrying out market research and analysis and satisfaction surveys.

Note: Please refer to the full version of Our Data Privacy Policy found at [http://www.aig.com.sg/sq-privacy\\_1030\\_237853.html](http://www.aig.com.sg/sq-privacy_1030_237853.html).

If You have not opted out, You have also consented to Us, Our group companies, service providers and business partners using, processing and disclosing Your personal information to:

- (a) enrol You in contests, prize draws and similar promotions; and
- (b) contact You to market other insurance, and/or Our, Our group companies' and/or Our business partners' financial products and/or services.

If you have any questions about Our collection, use and disclosure of personal information you may contact Our Data Protection Officer at [singaporedataprotectionofficer@aig.com](mailto:singaporedataprotectionofficer@aig.com).

#### **Insurance Act (Chapter 142)**

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

- (a) You are a citizen of Singapore, unless You have resided outside Singapore continuously for 5 or more years preceding the application date of the Policy and are not currently residing in Singapore;
- (b) You are a permanent resident, unless You have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the Policy;
- (c) You have a work pass or permit required under the Employment of Foreign Manpower Act (Cap. 91A), unless You have resided in Singapore for less than a total of 183 days in the 12 months preceding the application date of the Policy; or
- (d) You have a pass or permit required under the Immigration Act (Cap. 133) that has duration longer than 90 days and You have resided in Singapore continuously for at least 90 days in the 12 months preceding the application date of the Policy.

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