

**SMART WALLET INSURANCE FOR CREDIT CARD**

**Policy No : LP8019617446**

**PERIOD OF COVER** : 29-12-2023 to 29-12-2024

**POLICYHOLDER** : Hongkong and Shanghai Banking Coporation Limited Sri Lanka

**INSURED** : Any card holder who is enrolled under Safety Wallet scheme of a Credit Card issued by The Hongkong and Shanghai Banking Corporation Limited (HSBC)

**BENEFITS** : As per the schedule stated below

<b>Item No /Description of Covers</b>	<b>Limit of Cover / Liability Per Credit Cardholder</b>
1 Credit card fraud resulting from loss of credit card with wallet - Maximum payable limit for per card/ per year	LKR 500,000.00
2 Loss of identification papers with wallet - National Identity Card : LKR 5,000.00 - Driving License : LKR 5,000.00 - Passport : LKR 10,000.00 - Maximum payable limit for per card/ per year (subject to above sub limits)	LKR 20,000.00
3 Loss of cash at ATM due to burglary following withdrawal of cash - Maximum payable limit for per card/ per year	LKR 20,000.00
4 Loss of SIM card due to loss of wallet - Maximum payable limit for per card/ per year	LKR 1,500.00
5 Loss of car key due to loss of wallet following a burglary - Maximum payable limit for per card/ per year	LKR 10,000.00
6 Accidental medicale expenses resulting from bodily injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM - Maximum payable limit for per card/ per year	LKR 20,000.00
<b>Total for the period of cover for all card of HSBC</b>	<b>LKR 10,000,000.00</b>

**CREDIT CARD BASE** : HSBC Premier 10,000

**SMART WALLET INSURANCE - STANDARD POLICY WORDING**

**Definitions**

- 1 Policyholder: The Hongkong and Shanghai Banking Corporation Limited (HSBC)
- 2 Insured : Any card holder who is enrolled under Safety Wallet scheme of a Credit Card issued by The Hongkong and Shanghai Banking Corporation Limited (HSBC)
- 3 Beneficiary: means the Insured
- 4 Credit Card(s): Any type of credit card (including supplementary cards) issued to the Insured by HSBC
- 5 Fraud: Unauthorized/ fraudulent transaction(s) (the amounts charged to the account of the Insured resulting from transactions due to theft or robbery of the Credit Card without the knowledge or consent/ intention of the Insured.) done on the Credit Card incurred within first forty eight (48) hours after the loss of or theft of the Credit Card.
- 6 Issuing Bank: The Hongkong and Shanghai Banking Corporation Limited (HSBC)
- 7 Underwriter: ALLIANZ Insurance Lanka Limited
- 8 Identification Papers: National Identity Card (NIC), Passport and Driving License
- 9 SIM : Subscriber Identity Module used for Mobile Phones only
- 10 Wallet: A purse, a handbag, wallet or briefcase commonly used for carrying cash, identification papers and Credit card(s).
- 11 Loss of Wallet: Actual loss/ disappearance/ theft with or without violence, of the cardholder's wallet resulting in the cardholder being permanently deprived of same.
- 12 ATM : a self-service machine which serves to make bank transactions with the use of the Card
- 13 Accident: Bodily Injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM.

## 1 Credit Card Fraud

### Coverage:

A.

The subject insurance policy covers financial losses, damages, cost of reissuing of HSBC Credit Card and claims up to the amount of the sum insured (As per the Schedule, Item No. 1 of Sum Insured) arising due to fraudulent/ unauthorized transaction(s) made on the Credit Card(s) issued to the Insured and such fraudulent and/or unauthorized transaction(s) were made during the first forty eight (48) hours prior to reporting the loss to HSBC. The Insured shall be responsible to notify HSBC immediately after occurrence of theft, robbery or loss of the Credit Debit Card according to the terms and condition governing the Credit Card, however in any event within first forty (48) eight hours likely to give rise to a claim.

B. All fraudulent transactions committed as a result of a loss or theft of a Credit Card(s) is considered as one single loss and subject to the maximum limit of sum insured.

C. Indemnification is paid in Sri Lanka Rupees, based on the actual amount debited to the Credit Card.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## 2 Loss of Identification Papers

### Coverage:

A. In case of the loss -of Identification Papers along with the wallet of Insured the Underwriter refunds the expenses incurred on the replacement of Identification Papers. The maximum amounts payable by the Underwriter in such circumstances is as per the Schedule (Item No 2 of Sum Insured).

The coverage is within the sum insured of financial loss.

B. The Underwriter shall not be responsible, in any manner whatsoever, for indirect and consequential losses, damages, actions and claims arising due to loss or theft of documents.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## 3 Loss of Cash at ATM's

### Coverage:

A. The Underwriter shall indemnify the Insured, in the event of a loss of cash resulting from violent or forcible hold up, during or soon after withdrawal from an ATM using a HSBC Credit Card. The maximum amount payable by the Underwriter in such circumstances is as per the Schedule (Item No. 3 of Sum Insured)

The coverage is within the sum insured of financial loss.

B. The Underwriter shall not be responsible, in any manner whatsoever, for indirect and consequential losses, damages, actions and claims arising due to loss of cash at ATM's.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## 4 Loss of Subscriber Identity Module (SIM) used for Mobile Phones

### Coverage:

A. In case of the loss or theft of SIM along with the Wallet of Insured the Underwriter refunds the expenses incurred on the replacement of SIM. The maximum amounts payable by the Underwriter in such circumstances is as per the Schedule (Item No. 4 of Sum Insured)

The coverage is within the sum insured of financial loss.

B. The Underwriter shall not be responsible, in any manner whatsoever, for indirect and consequential losses, damages, actions and claims arising due to loss of SIM.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## 5 Loss of car key

### Coverage:

- A. In case of the loss of car key along with the Wallet of Insured the Underwriter refunds the expenses incurred on the replacement of key and lock of similar make and model . The maximum amounts payable by the Underwriter in such circumstances is as per the Schedule (Item No. 5 of Sum Insured)

The coverage is within the sum insured of financial loss.

- B. The Underwriter shall not be responsible, in any manner whatsoever, for indirect and consequential losses, damages, actions and claims arising due to loss of key.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## 6 Accidental Medical Cover

### Coverage:

- A. The Underwriter shall indemnify the Insured, for Accidental medical expenses incurred in the event of bodily injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM.

The maximum amount reimbursable by the Underwriter in such circumstances is as per the Schedule (Item No. 6 of Sum Insured)

The coverage is within the sum insured of financial loss.

- B. The Underwriter shall not be responsible, in any manner whatsoever, for indirect and consequential losses, damages, actions and claims arising due to bodily injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM.

### Exclusions:

This insurance policy does not cover and specifically excludes any financial losses, damages and claims caused intentionally (if proven by reasonable evidence) by the Insured and/or his/her family members.

## Claims settlement Process

### A. Process required for claims under Credit Card Fraud

- 1 As soon as the Insured becomes aware of the fact that his/her Credit Card has been lost or stolen, the Insured shall be responsible to do the following:
  - Immediately notify loss, theft or robbery of the Credit Card to HSBC according to the terms and conditions governing the Credit Card and retain proof thereof.
  - In case of theft or robbery immediately file a complaint with the concerned police authorities within forty eight (48) hours from the time of theft or robbery.
  - Immediately notify in writing through HSBC the loss, theft or robbery of the Credit Card to the Underwriter.
- 2 HSBC should immediately notify the Underwriter in writing:
  - The claim intimation received from the Insured in the event of theft, robbery or loss of the HSBC Credit Card, which results in fraudulent/unauthorized transactions.
  - A confirmation of, the last authorized transaction and all fraudulent/unauthorized transactions thereafter.
  - A confirmation as to precise date and time of blockage of Credit Card.
- 3 The Insured shall provide the following documents to the Underwriter for processing of claim of loss(s) and damage(s) arising due to loss, theft or robbery of the Credit Card:
  - A duly completed Claim Form/ Declaration to the Underwriter to effect that the Credit Card has been lost or stolen. In the event where claim amount is less than LKR 10,000.00 the Underwriter may not require a claim form, however this is subjected to the sole discretion of the Underwriter.
  - A copy of the statement of the Credit Card and/ or letter of confirmation by HSBC confirming the fraudulent/ unauthorized transaction (s) during the first forty eight (48) hours prior to reporting the loss to HSBC.
  - In case theft or robbery, a copy of the complaint submitted to the concerned police station specifying all necessary information about the loss or theft of the Credit Card.

#### **B. Process required for claims under loss of Identification Papers**

- 1 The Insured shall be responsible to do the following:
  - Immediately notify in writing the loss of identification papers to the Underwriter.
- 2 The Insured shall provide the following documents to the Underwriter for processing of claim of loss(s) and damage(s) arising due to loss of Identification Papers:
  - A duly completed Claim Form.
  - A copy of the receipt stating the actual amount spent on the re-issuance of Identification Papers
  - A copy of the complaint submitted to the concerned police station in case of loss or theft of Identification Papers
  - A confirmation of replacement of Identification papers

#### **C. Process required for claims under Loss of Cash at ATM's**

- 1 The Insured shall be responsible to do the following:
  - Immediately notify in writing the loss of cash at ATM's to the HSBC and the Underwriter.
- 2 The Insured shall provide the following documents to the Underwriter for processing of claim of loss(s) and damage(s) arising due to loss of cash at ATM's:
  - A duly completed Claim Form.
  - Copy of the receipt stating the actual amount withdrew from the ATM
  - Copy of the complaint submitted to the concerned police station in case of loss of cash at ATM's
- 3 Confirmation in writing by HSBC as to precise date and time of Transaction details.

#### **D. Process required for claims under loss of SIM.**

- 1 The Insured shall be responsible to do the following:
  - Immediately notify in writing the loss of SIM to the Underwriter.
- 2 The Insured shall provide the following documents to the Underwriter for processing of claim of loss(s) and damage(s) arising due to loss of SIM:
  - A duly completed Claim Form.
  - A copy of the receipt stating the actual amount spent on the replacement of SIM.

#### **E. Process required for claims under loss of car key.**

- 1 The Insured shall be responsible to do the following:
  - Immediately notify in writing the loss of key to the Underwriter.
- 2 The Insured shall provide the following documents to the Underwriter for processing of claim of loss(s) and damage(s) arising due to loss of key :
  - A duly completed Claim Form.
  - A copy of the receipt stating the actual amount spent on the replacement of key.
  - A copy of the complaint submitted to the concerned police station in case of loss of key.

#### **F. Process required for claims under Accidental Medical Cover**

- 1 The Insured shall be responsible to do the following:
  - Immediately notify to HSBC and the Underwriter in writing the Bodily Injury caused solely by violent/ accidental external and visible means, resulting from a hold up at an ATM
- 2 The Insured shall provide the following documents to the Underwriter for processing of claim Medical Expenses
  - A duly completed Claim Form.
  - Cash withdrawal confirmation
  - Bills of accidental medical expenses
  - Medical Certificate issued by a Hospital and a Doctor
  - Copy of the complaint submitted to the concerned police station.
- 3 Confirmation in writing by HSBC as to precise date and time of Transaction details.

#### **Indemnity Clarification**

- 1 In case of financial loss the Insured will be indemnified up to the extent of limit. Double indemnity will be applicable if both the cards (Visa and Master credit cards ) are lost/ stolen at the same time.
- 2 In case of Identification Papers the Insured will be indemnified once (irrespective of the number of HSBC Credit Cards held by the Insured) only up to the extent of limit.
- 3 In case of key the Insured will be indemnified once (irrespective of the number of HSBC Credit Cards held by the Insured) only up to the extent of limit.

**Indemnification**

- 1 Indemnity shall be paid to the Insured, in the event of loss of Identification Papers and loss of key and/or SIM.
- 2 The indemnity value paid of all insured events during the period of insurance shall not exceed the Sum Insured as defined in the respective coverage to these terms of insurance.

**Settlement of claims**

The expected time for settlement of the claims under this policy may extend up to a maximum of fifteen (15) days subject to the condition that all requisite documents have been submitted to the Underwriter and the Policyholder and/or Beneficiary have complied with all terms and conditions, as the case may be.

**Double Insurance Coverage**

- 1 If the insured event which constitutes a basis for a claim under these terms of insurance is covered by one or more other insurers, the indemnity paid under these terms of insurance shall supplement the indemnity paid by one or more other insurers, unless the paid indemnity has fully covered the value of the loss resulting from the given event.
- 2 With reservation for the provisions of section 1 above, the value of supplementary indemnity to the indemnity paid by one or more other insurers shall not exceed the limit defined coverage herein.

**Arbitration**

Any doubt, difference dispute controversy or claim arising from, out of or in connection to the amount to be paid under this policy (liability to be otherwise admitted), or on the interpretation thereof or on the operation, breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration Act No. 11 of 1995 of Sri Lanka. The Arbitral Tribunal shall be composed of a sole arbitrator and the place of Arbitration shall be Colombo. The language to be used shall be English.

**Cancellation**

Either HSBC or Underwriter may cancel this policy at any time by giving 30 days written notice delivered to the other party, or mailed to such other party's last address as shown by records held by either party, stating when such cancellation shall be effective.

**Jurisdiction**

This Policy is subject to the laws of Sri Lanka whose courts shall have sole jurisdiction to the exclusion of the courts of any other country. Where payment is to be made to or by the Insurers it shall be made in the currency of Sri Lanka at the Insurers' head offices unless otherwise allowed.

**Other Condition**

This cover will provide twenty four (24) hours round the clock worldwide coverage under all the four options as stated above.

**Sanction Clause**

(1) This policy does not provide any insurance coverage nor provide any benefit hereunder to the extent that the provision of such insurance coverage and/or the provision of such benefit would expose the insurer (Company) to any breach of applicable sanction laws.

(2) This policy does also not provide any insurance coverage or other benefits if and to the extent this would violate any sanction law or regulations of the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Pollution and Contamination Exclusion Clause**

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any loss arising from Pollution and Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by,

- pollution or contamination which itself results from a peril insured against;
- any peril insured against which itself results from a pollution or contamination

**Institute Cyber Attack Exclusion Clause - CI 380 10/11/2003**

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**All terms, exceptions, conditions and warranties as per the above standard policy wordings of Allianz insurance Lanka Limited**

Thanks & Regards,



**Authorized Signatory  
Allianz Insurance Lanka Limited**