



**redefining** / insurance

**AXA INSURANCE PTE LTD**

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GST Reg No. 199903512M

Co. Reg No. 199903512M

## Cyber Protector Policy Wordings

### Caring for You

We make every effort to give a high level of service. If on any occasion Our service falls below Your expectation, the procedure below sets out what You may do:

- Your first point of contact should always be Your intermediary. Alternatively, You may also submit Your feedback to the AXA manager in charge of the matter. Lastly, You may also email Us at [customer.care@axa.com.sg](mailto:customer.care@axa.com.sg).
- We will confirm receipt of Your written feedback within three (3) business days, whilst We look into the matter You raised. We will contact You if further information is needed within seven (7) business days of the date of Your written complaint, and give You a full reply within fourteen (14) business days of Our last communication to You.
- If the outcome of Your complaint is not handled to Your satisfaction, You may write to:

Chief Executive  
AXA Insurance Pte Ltd  
8 Shenton Way, #24-01 AXA Tower,  
Singapore 068811

- We will respond to Your appeal within fourteen (14) business days.
- If You are dissatisfied with the Chief Executive's response, We will refer You to a dispute resolution organisation, Financial Industry Disputes Resolution Centre Ltd (FIDReC), which is an independent organisation. FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd  
36 Robinson Road #15-01  
City House  
Singapore 068877  
Telephone: 6327 8878  
Fax: 6327 8488  
Email: [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
Website: [www.fidrec.com.sg](http://www.fidrec.com.sg)

Important - Please remember to quote Your Policy number in any communication with Your intermediary or AXA.

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## Welcome to Your Cyber Protector Policy

Please read this Policy carefully and ensure that You understand the terms and conditions, and that the cover You require is being provided. Do keep it in a safe place.

Your Cyber Protector Policy is a contract between You and AXA Insurance Pte Ltd, and it consists of:

- this Policy document;
- the Policy Schedule, which has details about You, Your home, the Period of Insurance and the type of cover;
- any Endorsements; and
- Your application, declaration and any other information given,

which form the basis of the contract.

Having received and accepted Your first premium, and any subsequent premiums, We will give the cover shown in the sections of the Policy You have chosen, up to the sums insured or limits of indemnity stated in Your Policy Schedule.

If two or more people are named as being covered in Your Schedule, each of them is responsible both individually and jointly for:

- the completeness and accuracy of information in all statements, claims or documents given by any one of them to Us; and
- observing the conditions of the Policy.

If You have any questions after reading these documents, please contact Your intermediary or AXA. If there are any changes that may affect the cover provided, please tell Us immediately.

The payment of claims is dependent on You giving of all necessary information and assistance that may require, including written details of the claim and all relevant supporting documents, at Your expense in the form and of the nature required.

### IMPORTANT NOTICE

Please read this document carefully.

The cover under this Policy is based on the information given to Us in Your application or any subsequent updates.

- If it contains any information that is incorrect, please tell Us immediately, or You may receive no benefit even if a valid claim is made.
- If We do not hear from You within fourteen (14) days of the date of issue of this Policy, We will take it that the information is complete and correct.
- During the term of the Policy, please tell Us if You come to know that any information that You have provided Us was incorrect or becomes incorrect.
- In the event that the information that You provided Us becomes incorrect:
  - If the Policy has not yet been issued to You, We may offer cover on different terms or decline it altogether; or
  - If the Policy has been issued to You, We may cancel the Policy, refuse to renew the Policy or offer to renew the Policy on different terms.
- You have a free-look period of fourteen (14) business days from the date that You receive this Policy to review it. If You decide that this Policy does not suit Your needs, You may cancel it by giving Us written instructions and returning the Policy to Us within the free-look period. Provided that no claims have been made during this period, We shall refund the premiums paid. This free-look period shall not apply to policies with a term less than one (1) year. It will also not apply to policy renewals.

Please be reminded that You must fully and faithfully declare to Us the facts as You know or ought to know, or You may receive no benefit from the Policy.

## POLICY DEFINITIONS

Any word or expression found in the Policy and Policy Schedule have these meanings, unless otherwise defined.

	TERM	MEANING
1	AAS	AXA Assistance Singapore (incorporated in Singapore as IPA Singapore Pte Ltd and with Company registration No. 199400412K) which We have appointed to assist You with the various benefits covered under this Policy.
2	Bank Account	Your bank account details including personal e-banking login name, passwords or bank account number that are issued by banks operating in Singapore.
3	Credit/Debit Card	Your physical credit/debit card, credit/debit card details or credit/debit card numbers that are issued by banks operating in Singapore.
4	Eligible Item(s)	Physical items with a minimum purchase price of S\$100 that is acquired new for personal use and has been fully paid for through a secured online payment gateway.
5	Endorsement	An authorised amendment to this Policy.
6	Flooding; Flood	The process of creating various e-contents (on blog posts, social networking profiles etc) to roll back the harmful information in major search engines such as Google, Yahoo, MSN.
7	Family	The legal spouse and/or child(ren) who are ordinarily residing with the Policyholder.
8	Harmful Publication	Published information on the internet (including forums, blog postings, social media and any other websites) that undermines Your reputation such that the information is: a) Defamatory – an allegation of a fact that is false and injurious; b) Insulting – an offensive expression of contempt or invectiveness; or c) Unlawful disclosure of one’s private life.
9	Journalist	A person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest.
10	Non-compliant Item	An Eligible Item that does not correspond to the item initially ordered from the Online Merchant, such that it is delivered damaged, different or incomplete, or the Eligible Item is not delivered.
11	Occupation	Your full-time or part-time gainful employment or any other work for pay or profit.
12	Online Merchant	A Third Party retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods through a secured online payment gateway.
13	Period of Insurance	The period of cover as shown in the Policy Schedule.
14	Personal Information	Your private details (including any online authentication information) relating to Your identity that will allow You to be identified, such as: <ul style="list-style-type: none"> <li>▪ Full name</li> <li>▪ Passport number</li> <li>▪ NRIC or FIN number</li> <li>▪ Mailing and/or home address</li> <li>▪ Driving license number</li> <li>▪ Telephone number(s) registered under the Insured Person’s name</li> <li>▪ Online login ID and password</li> <li>▪ Credit/Debit Card number</li> <li>▪ Bank Account number</li> </ul>
15	Policyholder	The person named as such in the Policy Schedule, who: a) is at least 18 years old at the inception of the Policy; and b) makes a declaration on behalf of all persons insured under this Policy.
16	Psychologist	A person who is qualified by an accredited degree in psychology and who is registered to practise within the scope of his licensing and training in the geographical area of practice. The Psychologist shall not be the Insured Person or a member of his family or relatives, business partner, agent, employer or employee of the Insured Person.
17	Purchase Price	The net price of the Eligible Item excluding any custom or import taxes or any form of sales (or goods and services) tax.
18	Specified Event	An occurrence of one or more of these covered events which arises out of the use of the internet and that is attributed to the conduct of a Third Party and is not due to Your fault: a) Damage to E-reputation b) Identity Theft c) Unauthorized Online Transactions d) Dispute with Online Merchants
19	Third Party	Any person or entity who deals at arm’s length with You and which neither controls nor is controlled by You. Third party shall not be: a) Any person covered under this Policy; or b) Any person or entity who is in an employer-employee relationship with You; or c) Any member of Your family (regardless residing with You or not) and/or their authorized representatives.
20	We/Ours/Us/AXA	AXA Insurance Pte Ltd
21	You/ Your	The Policyholder and his/her Family covered under this Policy.

## A SUMMARY OF YOUR COVER

Coverage	Maximum Limits Payable
<b>A. Main Benefit</b> Section 1 - Legal Protection	a) S\$25,000 for all claims resulting from one event (or a series of events) occurring at the same time or originating from the same cause; and  b) S\$50,000 (in aggregate) for any one Period of Insurance.
<b>B. Specified Events</b> Section 2 - Damage to e-Reputation	
Section 3 - Identity Theft	
Section 4 - Unauthorised Online Transactions	
Section 5 - Dispute with Online Merchants	

## **ELIGIBILITY**

You are eligible for cover under this Policy if You:

1. hold a valid Singapore identification document such as a Singapore NRIC, Employment Pass, Work Permit, Long Term Visit Pass or Student Pass; and
2. are living or working in Singapore, or away from Singapore for no more than 182 days at any one time.

## **WHAT THIS POLICY WILL COVER**

This Policy provides protection for You and Your Family against loss or damage during the Period of Insurance which arises directly from the use of the internet and results in the occurrence of one or more Specified Events:

- Damage to e-Reputation
- Identity Theft
- Unauthorized Online Transactions
- Dispute with Online Merchants

### **Limit of Cover**

Our maximum liability under this Policy is:

- a) S\$25,000 for all claims resulting from one event (or a series of events) occurring at the same time or from the same originating cause; and
- b) S\$50,000 (in aggregate) for any one Period of Insurance.

### **AXA Assistance Singapore (AAS)**

AAS is the appointed service provider of the benefits covered under this Policy.

You may call the AXA Assistance 24-hour Helpline for general advice on the insurance coverage and to report a claim upon discovery of an occurrence of a Specified Event.

### **AXA Assistance Helpline (65) 6322 2566**

You acknowledge that the lawyers, IT specialists, Psychologists and/or any other kind of professionals to whom You are referred to by AAS are independent contractors who are responsible for their own acts and are not employees, agents or servants of neither AAS nor Us.

We and AAS are not responsible or liable for any act or failure to act on the part of the lawyers, IT specialists, Psychologists or any other kind of professionals in the provision of service referred by AAS.

All benefits are only payable when arranged and approved by AAS.

## **A. MAIN BENEFIT**

### **Section 1 - Legal Protection**

If You have a legal dispute over any of the Specified Events, We will provide You the necessary legal protection against the costs of pursuing and defending legal actions:

- a) Professional Legal Advice  
AAS will arrange for You to seek confidential legal advice based on the laws of Singapore.
- b) Legal Expenses  
We will cover Your legal costs and where appropriate, AAS will arrange legal representation for You to:
  - Pursue or defend any legal actions against or by the Third Party;
  - Remove any criminal or civil judgments wrongly entered against You; or
  - Challenge the accuracy or completeness of any information in a consumer credit report.

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. The lawyer on AAS' panel agrees that the legal action sought has reasonable prospects of success;
3. You do not act against the advice of the AAS appointed lawyer;
4. AAS' prior written consent must be obtained before any costs are incurred;
5. The legal action pursued/defended is within the jurisdiction of a Singapore court of law.

## **B. SPECIFIED EVENTS**

### **Section 2 - Damage to e-Reputation**

If You suffer damage to Your personal reputation which arises directly from a Harmful Publication (whether in the form of videos, photographs or published statements) by any Third Party on the internet, We will provide for:

- a) The services of an IT specialist to remove and/or Flood such Harmful Publication from the internet; and
- b) Face-to-face consultation with a Psychologist if You are referred by an attending physician for post- traumatic stress disorder.

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. You make a police report within twenty-four (24) hours upon discovering the Harmful Publication, giving details of the contents and
3. specific internet sites where the Harmful Publication is published.

#### **What We will not cover under this Section:**

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Loss that occurs within the first forty-five (45) days of the inception date of this insurance cover.
2. Any non-digital media (e.g. in print, radio or television broadcast).
3. Damage caused by a Journalist.
4. Any legal proceedings (pending or settled) with a Third Party prior to the commencement of this cover.

### **Section 3 - Identity Theft**

If Your Personal Information is stolen over the internet, and a Third Party knowingly and unlawfully uses it subsequently without Your express consent to obtain money, goods or services, We will provide for:

- a) Reimbursement of the expenses that You incurred to amend or rectify records regarding Your true name or identity, including:
  - To notarize affidavits for financial institutions or credit bureau agencies to restore Your Bank Accounts and credit rating;
  - To re-submit loan applications which were declined solely because the lender received incorrect credit information; and
  - Costs of telephone calls, postage and bank charges to resolve the Identity Theft.
- b) Face-to-face consultation with a Psychologist if You are referred by an attending physician for post- traumatic stress disorder.
- c) Any lost wages due to time taken off from work solely for the purpose of meeting with the relevant organisations and/or authorities to amend or rectify records as a result of an Identity Theft.
  - Lost wages will be calculated based on the daily rate of Your last drawn monthly salary.
  - If You are self-employed, lost wages will be calculated based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the Identity Theft.

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. You make a police report detailing the Identify Theft within 24 hours upon discovery;
3. You notify Your bank or Credit/Debit Card issuer(s) of the Identity Theft within 24 hours upon discovery of the Identity Theft (if applicable).

All losses resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single Identity Theft occurrence.

#### **What We will not cover under this Section:**

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Expenses incurred (e.g. loan application fees, telephone charges) six (6) months after the expiry of the cover.

## Section 4 - Unauthorized Online Transactions

If You suffer loss as a direct result of the fraudulent use of Your Bank Account and/or Credit/Debit Cards by a Third Party for purchases made over the internet, We will indemnify You for:

- a) Any Unauthorized Online Transactions that are charged to Your Credit/Debit Card or Bank Account that are unrecoverable from any other sources.
- b) Any lost wages due to time taken off from work solely for the purpose of meeting with the relevant organisations and authority to amend or rectify records regarding Your true name or identity as a result of the Unauthorized Online Transactions.
  - Lost wages will be calculated based on the daily rate of Your last drawn monthly salary.
  - If You are self-employed, lost wages will be based on Your tax returns in the prior year and limited to wages lost within 12 months upon discovery of the theft.
- c) Costs of telephone calls, postage and bank charges to resolve the breach of payment.

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. You make a police report detailing the Unauthorized Online Transaction within 24 hours upon discovery of the breach;
3. You report to the issuing bank and/or Credit/Debit Card company within 24 hours upon discovery of the breach;
4. You provide evidence that the bank is not reimbursing You for the fraudulent transactions;
5. You provide evidence of unpaid wages.

### What We will not cover under this Section:

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Reimbursement by the bank for the transaction.
2. Cash advances (or cash withdrawn through an ATM or Bank Account) made through Your stolen Bank Accounts and/or Credit/Debit Cards.

## Section 5 - Dispute with Online Merchants

If You suffer financial loss arising directly from a dispute with an Online Merchant over any Non-compliant Item that You purchased over the internet, We will indemnify You for Your loss.

We will, at Our option:

- a) pay You an amount not exceeding the Purchase Price in cash; or
- b) repair the Non-compliant Item; or
- c) replace the Non-compliant Item with one of similar type (the value of which shall not exceed the original Eligible Item).

Our maximum liability is S\$500 per Eligible Item. Where an Eligible Item consists of parts in a pair or set, We will not pay more than the value of that particular part(s) that is damaged, different or incomplete.

Provided that:

1. The Specified Event occurred on the internet during the Period of Insurance;
2. You notify the Online Merchant in writing within three (3) business days of (i) the date that the Eligible Item is to be delivered or (ii) the actual date that You received the Non-compliant Item. Your written notification must contain the following information:
  - Description of the Eligible Item (e.g. product name/code, colour, size)
  - Invoice/Order No and Purchase Price
  - Description of the dispute supported by photographs
  - Stipulated date of delivery and/or date of receipt
3. If the Online Merchant does not remedy Your loss after thirty (30) business days from Your written notification:
  - You must contact AAS within 24 hours to file a claim;
  - You are to make a police report within 24 hours if there is no response from the Online Merchant to Your written notification; and
  - You provide evidence of purchase, payment or receipt of the Non-compliant Items (eg. photographs).
4. You will surrender the Non-compliant Item(s) to Us and assign the legal rights to Us to recover from the parties responsible for the amounts We have paid.

### What We will not cover under this Section

In addition to the General Exclusions, We will also not pay any claim in respect of:

1. Any delivery charges, custom or sales taxes.
2. Disputes concerning Purchase Price.
3. Illegal or unlicensed goods e.g. weapons.
4. Items not deliverable by standard postal or courier service or a freight forwarder.
5. Confiscation by customs, strike or adverse weather conditions.
6. Inherent product defects including defective design, faulty workmanship or manufacturing faults.
7. Wear and tear (eg scratches, corrosion, stains, or dents to the surface of the item which does not affect how it works), fungus, atmospheric conditions, insect infestation, process of dyeing and mechanical or electrical breakdown.
8. The following are not considered Eligible Items under this Policy and are excluded from cover:
  - Cash, bullion, negotiable instruments, or vouchers/tickets of any kind;
  - Collectible stamps or coins, documents of any kind;
  - Computer software, any data on tapes or discs;
  - Jewellery and fragile items such as glassware, porcelain;
  - Consumable or perishable goods, live plants or animals;
  - Second-hand items or antiques;
  - Musical instruments;
  - Electronic equipment including computers and the peripherals, camera equipment or anything that runs on batteries or electricity;
  - Items acquired for re-sale and commercial use;
  - Items bought from internet auction sites;
  - Services of any nature.



## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

This policy does not cover claims directly or indirectly caused by or arising from:

1. Your failure to take due care and precaution to safeguard Your Personal Information, Bank Accounts and/or Credit/Debit Cards information and internet communication.
2. Illegal or malicious acts or failure to act by You.
3. Facts or circumstances existing prior to the commencement of this cover, which You knew or ought reasonably to know to be facts or circumstances likely to give rise to a claim.
4. Your business activities (including but not limited to e-trading and blogging where You receive remuneration or benefits in any form), Occupation or political affiliations.
5. Loss that You have directly or indirectly created or endorsed.
6. Any unexplained loss or mysterious disappearance.
7. Any loss or damage caused by the order of any government authority.
8. Consequential loss or damage of any kind including loss suffered by any Third Party.
9. Any claim in connection with the ownership, driving or use of a motor vehicle.
10. Fees and costs incurred before acceptance of a claim.
11. Any claim reported to AAS more than six (6) months after the occurrence of the Specified Event.

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

You must comply with the following conditions to have the full protection of Your Policy. It is a condition precedent to Our liability that You or anyone claiming indemnity or benefit complies with the terms and conditions of this Policy.

### 1. Changes in Your circumstances

You must notify Us as soon as possible in writing of any change in Your circumstances which may affect this insurance cover. We will advise You if there is any additional premium payable by You.

### 2. Taking Reasonable Precautions

You must take due care and reasonable precautions to safeguard Your Personal Information, details of Your Bank Accounts and/or Credit/Debit Cards and internet communications. You should also take all practical steps to minimize claims.

### 3. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You:

- a) make a claim under the Policy knowing the claim to be false or fraudulently inflated;
- b) cause any loss or damage by Your wilful act or with Your knowledge;
- c) send us a document to support a claim knowing the document to be forged or false in any way; or
- d) make a statement to support a claim knowing the statement to be false in any way,

We will not pay the claim and all cover under the Policy will be forfeited. We also reserve the right to recover from You the amount of any claim We have already paid under the Policy.

### 4. Cancellation

We may cancel the Policy by giving You 7 business days' notice by registered letter to You at Your last known address.

You may also cancel the Policy at any time by giving Us 7 business days' written notice. In which case, We will refund the pro-rated premium paid in respect of the unexpired Period of Insurance subject to a minimum premium charge of S\$26.75 (inclusive of GST) provided no claims have been paid.

### 5. Other Insurances

In the event of an incident which results in a claim under this Policy and You have other insurance covering the same loss, We will not pay more than Our share, subject to the maximum Limit of Cover granted under this Policy.

### 6. Subrogation

We shall at any time be entitled to take proceedings in Your name (at Our expense) to recover, for our benefit, the amount of any payment made by Us under this Policy and in which case, You must cooperate fully with Us in this respect and must not do anything to prejudice Our rights.

### 7. Mediation / Arbitration

Any dispute arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached.

If any dispute is not referred to mediation or if mediation fails, the dispute shall be referred for arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

### 8. Claims

- a) In the event of a claim, please contact AAS at +65 6322 2566 and AAS will provide You with any advice You may need.
- b) The payment of claims is dependent on Your providing all necessary information. Upon learning of any circumstances likely to give rise to a claim, You must provide all relevant documents including receipts, bills and other records in support of Your claim.
- c) AAS has sole control of any legal action and all related negotiations. You must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without AAS' prior authorization.
- d) All claims are paid in Singapore dollars. If You suffer a loss which is in a foreign currency, the amount will be converted into Singapore dollars at the exchange rate on the date of the loss.

**9. Contracts (Rights Of Third Parties) Act 2001**

A person or any entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

**10. Payment Before Cover Warranty**

- a) The total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the inception date of the insurance and Endorsement cover.
- b) If the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the inception date, then the insurance or Endorsement cover shall not attach and no benefits whatsoever shall be payable. Any payment received thereafter shall be of no effect whatsoever as the cover never attached.

**11. Clerical Error**

A clerical error by Us shall not invalidate the insurance cover otherwise validly in force, nor continue the insurance cover otherwise not validly in force.

**12. Holding Cover upon Renewal**

If You request for Us to hold cover at renewal, the maximum period that the cover can be held will be fourteen (14) business days. If at the end of this period the Policy is cancelled or lapsed for any reason whatsoever, You must pay the premium for the number of days the Policy was held, in which case the renewal premium will be calculated on a pro-rated basis, subject to a minimum premium of S\$26.75 (inclusive of GST).

**13. Governing Law**

This Policy shall be governed by the laws of Singapore.

**14. Assignment**

No assignment of interest under this Policy shall be binding upon us. We do not assume any responsibility for the validity of an assignment.

**15. Sanction Clause**

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred 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, United States of America or Singapore.

**16. Illegality Clause**

Under no circumstances shall this contract of insurance be deemed to provide cover and no liability be incurred to pay or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would cause AXA to be in breach of, or expose AXA to any prohibition, or restriction under the laws or regulations of Singapore.

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