

## **PURCHASE PROTECTION TERMS & CONDITIONS FOR CARDHOLDERS IN THE KINGDOM OF BAHRAIN**

### **SECTION I: GENERAL DEFINITIONS**

Terms with a specific meaning are defined below and shall have the same meaning wherever they appear with an initial capital letter.

**Accidental Damage** means damages occurred to an item due to an accident wherein the items can no longer perform the function it was intended for.

**Annual Aggregate Limit:** the maximum amount per Cardholder for which an Insurer is liable during the Policy Period – June 01, 2014 to May 31, 2015.

**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.

**Eligible card** means Visa Platinum, Infinite, and Signature debit or credit cards issued in the Territory.

**Eligible Cardholders or Cardholders** means Cardholders holding Eligible Cards (secondary or additional card on the same account) issued by a VISA or any authorized Issuer which shall be valid, open and in good standing (not cancelled, suspended or delinquent) at the time of a claim who shall be entitled to receive payment or such other benefit as is provided under this Policy.

**Insurer** CHARTIS Takaful Enaya B.S.C. (c)

**Insured Person** means Eligible Cardholders who are qualified to get the coverage.

**Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without the Insured Person's assistance, consent or co-operation.

**Money** means currency, coins and bank notes in current use and having a face value.

**Payments** mean a payment to be made under the terms and conditions of the Policy by the Insurer.

**Per occurrence limit** means the maximum amount payable under the Policy for any single covered loss occurrence.

**Policy period** means the time during which this Policy is in effect, from 12:01 a.m. on June 01, 2014 for twelve months ending at 11:59pm Kingdom of Bahrain local time on the Policy Expiration Date of May 31, 2015.

**Relative** means Cardholders' legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

**Robbery** means unlawful taking of Insured Person's property, by a person or person(s), by using violence or threat of violence and who has/have caused, or threatened, physical harm to Insured Person's spouse and/or children under age 21.

**Stolen** means items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

**Territory** means Kingdom of Bahrain.

**Terrorist Act** means 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 where the event occurs.

**Theft** means unlawful taking of property from Insured Person's care and or custody without consent, with the intent of depriving the Insured Person from his/ her property.

**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.

**We, Us, and Our** means the Insurer.

**You** mean the **Eligible Cardholders** and beneficiary of the insurance coverage

**Your** means belonging or pertaining to **You**.

## SECTION II: COVERAGE

### Purchase Protection

The Insurer will cover items above USD 100 that an Insured Person purchased entirely through his/her Eligible Card from loss due to Theft and Accidental Damage for 365 days from the date of purchase as stated on the store receipt up to the Cardholders' per occurrence and Annual Aggregate Limits listed below:

Card Type	Per Occurrence Limit	Aggregate Limit
Platinum	\$5,000	\$20,000
Infinite	\$7,500	\$20,000
Signature	\$6,000	\$20,000

## SECTION III: EXCLUSIONS

The Insurer will not cover losses to the following:

- i. items carried or acquired during a trip outside Territory;
- ii. items not purchased entirely with the Eligible card.
- iii. items that were Lost or Stolen from a vehicle;
- iv. any motor vehicle including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
- v. permanent household and/or Business fixtures, including but not limited to carpeting, flooring and/or tile, air conditioners, refrigerators, or heaters;
- vi. travelers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
- vii. art, antiques, firearms, and collectable items;
- viii. furs, Jewelry, gems, precious stones and articles made out of or containing gold (or other precious metals and/or precious stones);
- ix. items rented or leased;
- x. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
- xi. shipping and handling expenses or installation, assembly related costs;
- xii. items purchased for resale, professional, or commercial use;
- xiii. losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust;
- xiv. losses due 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;
- xv. items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment);
- xvi. items damaged through alteration (including cutting, sawing, and shaping);
- xvii. items left unattended in a place to which the general public has access; and
- xviii. losses due to or related to nuclear, biological or chemical event.

## SECTION IV: GENERAL CONDITIONS

Coverage of this Policy to be applicable the following conditions must be satisfied.

- i. Cardholder must comply with all terms and conditions of the Eligible card(s).
- ii. The Policy cover provided is limited to two (2) incident(s) per Cardholder per annum.
- iii. Cardholders' account must be valid and in good standing for coverage to apply; benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, Cardholders' account is in delinquency, collection, or cancellation status.
- iv. Coverage will be voided, whether before or after the loss, if Cardholder willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to the Insurer.
- v. Cardholder must use all reasonable means to avoid future losses at and after the time of a loss.
- vi. If We settle any claim or payment or otherwise cover any loss applicable under this Policy, We shall be subrogated to all Insured Persons' rights of recovery against any other person or persons and Insured Person shall complete, sign and deliver any documents necessary to secure such rights. Insured Person shall not take any action following a loss to prejudice such rights of subrogation.
- vii. In any action, suit or other proceedings where We allege that by reason of provision of any exclusion which may applicable, any loss or damage is not covered by this Policy, the burden of proving such loss or damage shall be on the Insured Person.
- viii. For each of the coverages, regardless of the number of claims made individually or in aggregate, Insurer will pay up to the maximum amount per occurrence and per Annual Aggregate Limits as shown in this Policy
- ix. Coverages provided by this Policy are in excess; which means, at the time of occurrence, Insured Person has other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's or travel insurance – this Policy will only cover the amount not covered by such other insurance, up to the limits of the specific coverage as shown in the terms and conditions.
- x. We have no duty to provide coverage under this Policy unless there has been full compliance with the duties that are detailed in each Policy section.
- xi. All covered purchases made on supplementary Payment Cards are part of the primary cardholders' limits of liability and not in addition.
- xii. The damage to, or Theft of the items must occur during the Policy Period;
- xiii. If the item is part of a pair or set, the Insurer will only pay for the value of the stolen or damaged item unless the articles are unusable individually and/ or cannot be replaced individually; the Theft or damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limitation still applies.
- xiv. We will decide whether to have the item repaired or replaced, or to reimburse the Insured Person(cash or credit) up to the amount documented in an original receipt showing the description of the item;

## **SECTION V: GENERAL EXCLUSIONS**

The Insurer will not cover the following losses:

- i. additional losses occurred due to failure to comply with Section VI.3, “Duties after loss” of the Eligible cardholder;
- ii. other than those listed in Section II, “Coverage”;
- iii. that do not occur within the Policy period;
- iv. caused by the Insured Person’s illegal acts or those of a Relative;
- v. that Insured Person has intentionally caused;
- vi. losses that resulted from, or are related to, Business pursuits including Insured Person’s work or profession;
- vii. that result from the intentional actions of a Relative of the Insured Person , or actions that a Relative knew of or planned.
- viii. due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether War has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalisms of any kind;
- ix. due to the order of any government, public authority, or customs’ official.

## SECTION VI: UNIFORM PROVISIONS

**1. Valid Account:** The Eligible Card must remain open, valid and in good standing for payments to be made.

**2. Notice of Claim:** Written notice of claim must be given no later than 48 hours from the date of the incident. Failure to give notice within 48 hours from the date of the incident may result in a denial of the claim. Notice should be sent to:

**CHARTIS Takaful Enaya B.S.C. (c)**  
Claims Department  
P.O. Box 20107, Suite 402, Al Moayyed Tower,  
Seef District, Manama, Bahrain  
Tel: +973 17 565 999  
Fax: +973 17 580 688

### 3. Duties after loss:

In the event of a covered loss the Insured Person Shall:

- a. contact the Insurer at the above contact details within 48 hours from the discovery of the incident to obtain a claims form and instruction.
- b. file a police report within 24 hours of experiencing a Theft incident;
- c. complete, sign and return the claim form to the Insurer with all the following documents, within 7 days of making the original claim:
  - an original receipt showing a description of the item and amount paid at purchase (applies for Purchase Protection only);
  - an official police report; and
  - all other relevant documents We may ask the Insured Person and / or the Policy holder to provide; and

**4. Payment of Claims:** All claims will be paid by Us to the Eligible Cardholders.

**5. Fraudulent Claims:** If the claim is in any respect fraudulent all payments in respect of such claim shall be forfeited.

**6. Governing Law and Jurisdiction:** This Policy, its eligibility and terms and conditions are to be interpreted according to the laws of Kingdom of Bahrain. Any dispute will be subject to the jurisdiction of the competent courts of Kingdom of Bahrain.

**7. Sanctions:** If, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

**8. Privacy Policy:** To review our privacy Policy go to <http://www.aig.com>

### **9. Complaints & Disputes**

If you have a complaint about your policy, please contact:

**Customer Service Group**  
**CHARTIS Takaful Enaya B.S.C. (c)**  
P.O. Box 20107, Suite 402, Al Moayyed Tower,  
Seef District, Manama, Bahrain  
Tel: +973 17 565 999  
E-mail: [visa.services@aig.com](mailto:visa.services@aig.com)

**10. Data Disclosure:** By entering into this Contract of Insurance, you consent to the Insurer processing data relating to you for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you.

Further, you consent to the Insurer making such information available to third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside the Insured's country of domicile.