

MASTERCARD TITANIUM CARD UAE

EFFECTIVE DATE COVER

July 1, 2011

SUMMARY OF COVER

<u>Fraudulent Charges Card Lost</u>	Per occurrence: AED 2,386
	Per aggregate: AED 6,239
<u>Fraudulent Charges Card Not Lost</u>	Per occurrence: AED 2,386
	Per aggregate: AED 6,239

FRAUDULENT CHARGES INSURANCE TERMS & CONDITIONS FOR UNITED ARAB EMIRATES 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.

Annual Aggregate Limit: the maximum amount per Cardholder for which an Insurer is liable during the Policy Period – 1st July 2011 to 31st March 2012.

ATM means automatic teller machine.

Bank account means any account for personal use, with a qualified financial institution, against which the account holder can deposit and withdraw money, or, deposit and draw checks.

Burglary means the unlawful taking of your property, or an attempt thereof, by a person or persons who illegally entered **your** primary residence, using force or violence, with visible signs of forced entry.

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.

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.

Cardholder(s)/Insured Person(s): 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.

Eligible Card: the MasterCard Titanium, Platinum and World credit or debit cards within the Territory.

Eligible Cardholders: 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.

Issuer: 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 Fraudulent Charges offering to Cardholders.

Lost means no longer in Cardholders' possession due to having been (i) inadvertently misplaced, or, (ii) in an irretrievable place.

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

Per Occurrence Limit: the maximum amount payable under the Policy for any single covered loss occurrence.

Policy: this contract of insurance.

Policy Period: the time during which this Policy is in effect, from 12:01 a.m. on July 1, 2011 for nine months ending at 11:59pm Qatar local time on the Policy Expiration Date of 31st March 2012.

Relative means Cardholders' legally married spouse, legal civil partner, 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 the unlawful taking of **Cardholders'** property, by a person or person(s), by using violence or the threat of violence and who has/have caused, or threatened, physical harm to **you, Cardholders'** spouse and or civil partner and/or children under age 21.

Rewards Program: 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.

Stolen: 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.

Insurer: American Home Assurance Company

Territory: United Arab Emirates.

Terrorist Act: the 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 the unlawful taking of property from **Cardholders'** care and or custody without consent, with the intent of gain, as a result of a **robbery** or a **burglary**.

War: 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.

You means the beneficiary of the insurance coverage.

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

We, us, and our means the company providing this insurance – **American Home Assurance Company**

SECTION II COVERAGE

We will cover the following, up to the Cardholders' per occurrence and annual aggregate limits listed below:

CARD TYPE	Card Lost		Card Not Lost	
	Per Occurrence Limit	Annual Aggregate Limit	Per Occurrence Limit	Annual Aggregate Limit
	Per Cardholder	Per Cardholder	Per Cardholder	Per Cardholder
TITANIUM	AED 2,386	AED 6,239	AED 2,386	AED 6,239

1. If **Cardholders' Eligible Card** is **lost**, or is the object of a **theft**, we will reimburse the Cardholder for the unauthorized charges, for which the Cardholder is responsible, on Cardholders' **Eligible Card**, up to 24 hours prior to the Cardholder first reporting of the event to the **Issuer(s)**.
2. If the Cardholders' **Eligible Card** is still in the Cardholders' possession and unauthorized charges are made on the Cardholders' **bank account** and/or **credit account**, through: (i) in-store, (ii) telephone, (iii) **ATM** withdrawals, and/or (iv) on-line purchase(s), using **Cardholders' Eligible Card** information, **Insurer** will reimburse the Cardholder for the unauthorized charges, for which the Cardholder is responsible, which are incurred up to two (2) months prior to the Cardholder first reporting of the event to **the Issuer(s)**.

SECTION III EXCLUSIONS

We will not cover:

1. Costs other than those listed in Section II. "What We Cover";
2. Additional losses that occur due to **your** failure to comply with Section V.3, "Duties After A Loss";
3. Unauthorized charges made on **Eligible Card** that was **lost** or the object of **theft**, more than 24 hours prior to **your** first reporting the event to **your Eligible Card issuer(s)**;
4. Unauthorized **ATM** withdrawals that were made more than two (2) months prior to **your** first reporting the event to **your Eligible Card issuer(s)**, **bank account** issuer(s) and/or **credit account** issuer(s);
5. Unauthorized charges made on **your Eligible Card** if **your Eligible Card** has not been **lost**, or the object of **theft**, more than two (2) months prior to **your** first reporting the event to **your Eligible Card issuer(s)**;

6. Charges incurred by a resident of **your** household, or by a person entrusted with **your Eligible Card**;
7. Losses that do not occur during the **policy period**;
8. Losses that result from, or are related to, **business** pursuits including your work or profession;
9. Losses caused by **your**, or **your relatives'**, illegal acts;
10. Losses that **you** have intentionally caused;
11. Losses that result from the intentional actions of a **relative**, or actions that a **relative** knew of or planned;
12. Losses 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 vandalism of any kind; or
13. Losses due to the order of any government, public authority, or customs' official

SECTION IV CONDITIONS

This Policy will only insure the Policyholder's liability under the following conditions:

- i. **Cardholder** must comply with all terms and conditions by which Cardholders' **Eligible Card(s)** is/are issued.
- ii. **Insurer** will only pay for unauthorized charges for which **Cardholder** is responsible under the terms and conditions of the Cardholders' **Eligible Card(s)**.
- iii. **Cardholder** must submit evidence to Insurer that unauthorized charges were made from Cardholders' **bank account** or **credit account**.
- iv. **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.
- v. 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 **Insurer**.
- vi. **Cardholder** must use all reasonable means to avoid future loss at and after the time of a loss.
- vii. **If we** make any payment or otherwise make good on any loss applying under this policy, **we** shall be subrogated to all **Cardholders'** rights of recovery against any other person or persons and **you** shall complete, sign and deliver any documents necessary to secure such rights. **You** shall not take any action following a loss to prejudice such rights of subrogation.

- viii. In any action, suit or other proceedings where **we** allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on **you**.
- ix. 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 as shown on this policy
- x. Coverages provided by this policy are in excess; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the terms and conditions.
- xi. **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.

SECTION V 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 thirty (30) days from the date of the incident. Failure to give notice within (30) days from the date of the incident may result in a denial of the claim. Notice should be sent to:

American Home Assurance Company
Claims Department
JW Marriott, Office Block A, 5th Floor
P. O. Box 40569,
Dubai, U.A.E
Tel: +971 – 4 -2143929
Fax: +971 – 4 -6014012

3. Duties after loss:

In the event of a covered loss, **you** shall:

- 1. Contact **us** at the contact details above, within 24 hours of **your** discovery of a loss, to obtain a claim form and instructions on what to do after a loss;
- 2. File a police report within 24 hours of discovering a **theft**, unauthorized charges or **ATM** withdrawals;
- 3. Report the **theft** or loss of **your Eligible Card** to the **Eligible Card issuer(s), bank account issuer(s) or credit account issuer(s)**, within 24 hours of discovering such **theft** or loss;
- 4. To the extent **your Eligible Card** was not **lost** or the object **theft**, report the unauthorized charges, or **ATM** withdrawal(s), to the **Eligible Card issuer(s), bank account issuer(s) or credit account issuer(s)**, and to **us**, within 24 hours of **your** discovery of a loss;

5. Complete, sign and return the claim form to **us** with all the following documents, within 30 days of making the original claim:
 - documentation from the **Eligible Card issuer(s)** verifying the unauthorized charges for which **you** are held responsible;
 - an official police report regarding the loss; and
 - all other relevant documents **we** may ask **you** to provide; and
 - Cooperate with **us** in investigating, evaluating and settling a claim

4. Payment of Claims: All benefits will be paid by the Insurer to the Eligible Cardholders. Payment of any indemnity shall be subject to the laws and governmental regulations then in effect in the country of payment.

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