

# PURCHASE PROTECTION TERMS & CONDITIONS FOR CARDHOLDERS

## TABLE OF BENEFITS

Card Type	Per Occurrence Limit	Annual Aggregate Limit
Visa Platinum	USD 5,000	USD 20,000
Visa Signature	USD 6,000	USD 20,000
Visa Infinite	USD 7,500	USD 20,000

## INTRODUCTION

This Policy records the terms under which Chubb have agreed to provide cover to Visa International Service Association (“Visa”) as policyholder for the benefit of Cardholders.

Visa is the sole policyholder of this Policy; it will hold the Policy; and all rights under it. The obligations of Visa as policyholder of this Policy will extend to all rights under the insurance coverage provided by the Policy from time to time but Visa is under no obligation to any Cardholder to maintain this Policy or the insurance it provides and accordingly Visa is free to exercise any rights to terminate the Policy or to agree with Chubb to amend, restrict or terminate the Policy at any time.

Visa is the policyholder and Visa recognises that the Cardholders have risks that Visa wishes to insure. Cardholders have access to the benefits of the Policy by virtue of holding a specific type of card issued to them by Visa.

Cardholders are only entitled to accept the benefits under this Policy by lodging a claim with Us. Cardholders are authorised by Visa as policyholder to contact Chubb directly on its behalf for the purpose of notifying a claim under the travel protection benefits.

Visa is responsible for the payment of the premium under this Policy. Where anything in the Policy relates to a Cardholder or anything is to be done by a Cardholder, benefits will only be payable for the benefit of the Cardholder if the Cardholder complies strictly with the requirements of this Policy relating to the Cardholder.

Nothing in this Policy will give any right to any Cardholder or other person other than Visa.

Visa has authorised Chubb to make all payments due under this Policy other than payments due to service providers to the Cardholder.

Any undertaking by Chubb to pay any benefit under this Policy is an undertaking made to Visa as policyholder. The Cardholder does not have any direct or indirect claim against Chubb.

Only Visa has any rights to enforce this Policy. Payment by Chubb of a claim direct to the Cardholder on behalf of Visa will discharge Chubb's obligation to Visa or the Cardholder for the incident that is the cause of the claim.

## **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 a sudden identifiable violent external event where the damage occurs to an Eligible Item which could not be expected where the Eligible Item(s) can no longer perform the function(s) it was intended for.

**Chubb:** Chubb Insurance South Africa Limited

**Annual Aggregate Limit:** the maximum amount per Cardholder for which We are liable during the Policy Period.

**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.

**Cardholder:** Cardholders with Eligible Cards (including secondary or additional cardholders on the same account) issued by Visa that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of a claim.

**Commencement Date:** 1 June 2018

**Country of Residence:** the country in which the Cardholder legally resides.

**Eligible Item(s):** items with a minimum purchase price of USD 100, purchased new by the Cardholder on or after the Commencement Date during the Policy Period solely for personal use (including gifts), which has been charged fully (100%) to the Eligible Card and is not listed under 'What is not covered'.

**Eligible Card:** Visa Platinum, Signature, or Infinite cards issued by a Visa International Service Association member bank ("Issuer") within the Country of Residence.

**Immediate Family Member:** a Cardholder's legal spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward,; step or adopted children; step-parents; aunts, uncles; nieces, and nephews.

**Issuer:** a Visa International Service Association member bank who is authorised to operate a credit or debit card program for Visa in the Country of Residence.

**Pair or Set:** Items of personal property which are substantially the same, complementary or designed to be used together

**Per Occurrence Limit:** the maximum amount payable under the Purchase Protection Benefit for any single covered loss occurrence.

**Policyholder:** Visa International Service Association ("Visa")

**Policy Period:** 1 June 2018 to 31 May 2019

**Purchase Price:** The lower of the amounts shown on either the Eligible Card billing statement or the store receipt for the Eligible Item.

**Terrorism:** 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 unlawful taking of property from the Cardholder's care and/or custody by force and/or duress, with the intent of depriving the Cardholder from their property.

**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.

**We / Us / Our / Ourselves:** Chubb Insurance South Africa Limited.

## **COVER**

### **What is Covered**

In the event of Theft and/or Accidental Damage to an Eligible Item(s) within 365 days of purchase, We will at Our option, replace or repair the Eligible Item(s) or credit the Cardholder account an amount not exceeding the Purchase Price (local currency equivalent) of the Eligible Item(s), or up to the Per Occurrence Limit (local currency equivalent) whichever is less, subject to the Annual Aggregate Limit (local currency equivalent).

### **Specific Conditions**

1. The Cardholder can only claim for Eligible Items that are not covered by other applicable guarantees, warranties, insurance or indemnity policies, subject to the stated limits of liability.
2. Claims for an Eligible Item belonging to a Pair or Set, will be paid up to the full Purchase Price of the Pair or Set, provided the items are not useable individually and cannot be replaced individually.
3. The Cardholder will need to transfer to Us, on Our request and at the Cardholder's expense, any damaged Eligible Item or part of a Pair or Set, and assign the legal rights to recover from the party responsible up to the amount We have paid.
4. The Cardholder must take reasonable care to avoid any direct physical Theft or damage to an Eligible Item.
5. The Cardholder must document that the claim has not been sent to another insurance company.

6. The Cardholder must provide us with the original receipt showing a description of the item and that payment of the item was made entirely with the Eligible Card.
7. The Cardholder must report Theft of an Eligible Item(s) to the police within 24 hours of discovery and the Cardholder should provide us with a copy of the original written police report.

### **What is Not Covered**

1. Events not connected to Theft, fire or damage caused by accident;
2. Any motor vehicle, motorcycle, bicycle, boat, caravan, trailer, hovercraft, aircraft and/or parts or accessories necessary for their operation and/or maintenance;
3. Permanent household and/or business fixtures, including but not limited to carpets, flooring and/or tile, air conditioners, refrigerators or heaters;
4. Travelers cheques, currency, documents, cash tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
5. Art, antiques, firearms, and collectable items;
6. Jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals;
7. Electronic items and equipment, including but not limited to, radios, iPods, mp3 and mp4 players, mobile telephones, computers or computer-related equipment whilst at the Cardholder's place of employment, items used for business purpose;
8. Items rented or leased;
9. Mysterious disappearance of Eligible Items;
10. Theft not reported within 24 hours of discovery and a written report obtained;
11. Used, rebuilt, refurbished, or remanufactured items at the time of purchase;
12. Shipping and handling expenses or installation, assembly related costs;
13. Items purchased for resale, professional, or commercial use;
14. Events caused by fraud, mistreatment, carelessness or not following the manufacturer's manual;
15. Damage to Eligible Items caused by product defects or error during production;
16. Losses caused by vermin, insects, termites, mould, water, damp, wet or dry rot, bacteria or rust;
17. Eligible Items not received by the Cardholder or other party designated by the Cardholder;
18. Losses due to mechanical, electrical, software or data failure including, but not limited to, any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
19. 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);
20. Items damaged through alteration(including cutting, sawing, and shaping);
21. Mail order items or courier delivered item(s) until item(s) are received, checked for damage and accepted at the nominated delivery address;
22. Theft of or damage of Eligible Items when under the supervision, control or safekeeping of a third party other than required according to safety regulations;
23. Theft of or damage of Eligible Items left in a motor vehicle as a result of the theft of the motor vehicle;

24. Theft of any item from property, land or premises unless entry or exit to the property or premises was gained by the use of force, resulting in visible, physical damage to the property or premises;
25. Theft or Accidental Damage to any Eligible Item where there is any other insurance covering the same Theft or Accidental Damage, or where the terms and conditions of such other insurance have been broken or for the reimbursement of any evident excess;
26. Items left unattended in a place to which the general public has access; and
27. Losses due to or related to nuclear, biological or chemical event.

## **GENERAL EXCLUSIONS**

This Policy does not cover any claims directly or indirectly caused by, arising or resulting from or in connection with:

1. Any illegal act by the Cardholder or any Immediate Family Member;
2. Business of any description;
3. War or any act of War whether War is declared or not;
4. Any order made by the government of any country, any national or local authority, or customs' official;
5. Any intentional actions of the Cardholder or any Immediate Family Member.

## **HOW TO MAKE A CLAIM**

Note the limitations and conditions relating to the Cardholder's right to claim in the Introduction.

### **Making a 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 [creditcardclaims@crowco.me](mailto:creditcardclaims@crowco.me)

The Cardholder will need to provide:

- Their name,
- First 9 digits of the covered card number
- The Cardholder's address
- Brief details of the claim.

We will then issue the Cardholder with a claim form and further instructions. The Cardholder will need to complete, sign and return the claim form to Us with all the following documents within 7 days of making the original claim:

- Original receipt showing a description of the item and that payment of the item was made entirely with the Eligible Card,
- A copy of the original written police report, if applicable,
- Cardholder's statement of account showing the account is open and in good standing at the time of making the claim, and
- Any other relevant documents We may ask the Cardholder and/or the Policyholder to provide.

## GENERAL CONDITIONS

The following conditions apply to the whole Policy.

1. The Cardholder must comply with all terms and conditions of the Eligible Card(s)
2. The Policy cover provided is limited to four (4) incidents per Cardholder in each Policy Period.
3. The Cardholder's account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of the occurrence, on the date of claim filing, or on the date of would-be claim payment, the Cardholder's account is in delinquency, collection or cancellation status.
4. If a claim is in any respect fraudulent all benefits in respect of such claim shall be forfeited and coverage voided.
5. The Cardholder must use all reasonable means to avoid future losses at and after the time of a loss.
6. If We settle any claim or payment or otherwise cover any loss applicable under this Policy, We shall be subrogated to all Cardholders' rights of recovery against any other person or persons and Cardholders shall complete, sign and deliver any documents necessary to secure such rights. Cardholder shall not take any action following a loss to prejudice such rights of subrogation.
7. In any action, suit or other proceedings where We allege that, by reason of provision of any exclusion which may be applicable, the loss or damage is not covered by this Policy, the burden of proving proof of coverage for the loss or damage shall be on the Cardholder.
8. 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 Limit as shown in this Policy.
9. Coverages provided by this Policy are in excess of any other collectibles or deductibles; which means, if at the time of occurrence the Cardholder 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.
10. 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.
11. All covered purchases made on supplementary Eligible Cards are part of the primary cardholders' Annual Aggregate Limit and not in addition.
12. The damage to, or Theft of, the items must occur during the Policy Period
13. 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.
14. We will decide whether to have the item repaired or replaced, or to credit the cardholder account an amount not exceeding the Purchase Price of the Eligible Item..
15. This Policy, its eligibility and conditions are to be interpreted according to the laws of the Republic of South Africa. Any dispute will be subject to the jurisdiction of the competent courts of the Republic of South Africa.
16. Whenever coverage, benefit or claim payment provided by this Policy would be

in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Republic of South Africa or United States of America, such coverage, benefit or claim payment shall be null and void.

## **COMPLAINTS PROCEDURE**

We are dedicated to providing a high quality service and want to maintain this at all times. If the Cardholder is not happy with Our service, please contact Us, quoting the first 9 digits of the Cardholder's card number and/or claim number, so we can deal with the complaint as soon as possible. Our contact details are:

Chubb Insurance South Africa Limited  
PO Box 1192,  
Saxonwold  
2132

## **DATA PROTECTION AND MARKETING RIGHTS**

### **The Personal Information the Cardholder provided:**

Chubb is the data controller and We accept fully Our responsibility to protect the privacy of persons and the confidentiality and security of Personal Information entrusted to Us. In this notice, where We refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)). This will include any information that identifies another person whose information has been provided to Us by the Cardholder (as We will assume that they have appointed the Cardholder to act for them). The Cardholder agrees to receive on their behalf any data protection notices from Us.

We will use the Cardholder's Personal Information for the purpose of providing insurance services. By providing Personal Information, the Cardholder consent that their Personal Information, will be used by Us, Our group companies, Our reinsurers, Our service providers/ business partners, and Our agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of Our business operations. We may also pass the Cardholder's Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires Us to do so.

We will not share the Cardholder's sensitive Personal Information unless We have either specific consent from the Cardholder or We are required to do so by law. We may transfer Personal Information to other countries which may not have the same level of data protection as the home country, but if We do, We will ensure appropriate safeguards are put in place to protect the Personal Information.

For questions regarding the Cardholder's Personal Information, please contact Arnold Schoombee:

Email: [arnold.schoombee@chubb.com](mailto:arnold.schoombee@chubb.com)  
Tel: +27 11 722 5700.

**Marketing:**

Unless the Cardholder has informed Us otherwise, We may contact the Cardholder to let them know about any goods, services or promotions that may be of interest.

If the Cardholder decides they would prefer not to receive promotional information from Us, they can contact Arnold Schoombee (arnold.schoombee@chubb.com), but then the Cardholder may miss out on special promotions.