

MASTERCARD PLATINUM CARDS

This document is valid in Algeria, Angola, Ghana, Ivory Coast, Kenya, Mauritius, Namibia, Nigeria, Senegal, Tanzania and Uganda. All Insurers in their respective Territories agree to provide insurance in terms of this policy during any period of insurance for which a premium has been paid.

IMPORTANT: CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION

By acceptance of this document of insurance the cardholder acknowledges that the sharing of claims and underwriting information (including credit information) by Insurers is essential to enable the Insurance Industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums

The cardholder, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by the cardholder or on the cardholder's behalf in respect of any insurance policy or claim made or lodged by the cardholder and consents to such information being disclosed to any other insurance company or its agent. The cardholder also acknowledges that the information provided by him may be verified against other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning the cardholder.

This insurance coverage is conditional upon acceptance by the cardholder of the **CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION** clause referred to above.

Any information supplied to us by Mastercard or by any other person acting on their behalf forms the basis of this contract.

DECLARATIONS AND SCHEDULE OF BENEFITS	
The Policyholder	Mastercard
Period of Insurance	1 April 2020 to 31 March 2021

Insurance Coverage	Maximum Benefit Amount (USD)	
	Maximum amount payable Per occurrence	Maximum aggregate limit per 12 months period
PLATINUM CARDHOLDERS – PER CARD ISSUED		
Purchase Protection	\$2,000.00	\$5,000.00

Each insurance benefit limit described in this Guide is in United States Dollars (USD). Payment of claims will be made in local currency where required by law, with the official Foreign Exchange Rates published on the date Claim payment is made.

GENERAL DEFINITIONS

Wherever used in the policy, the terms stated below will have the meanings stated below.

Business means your employment, trade, profession, occupation or business in which you are engaged for money or other compensation

Card means a current and valid Mastercard Platinum Credit or Debit Card issued by any issuer in the Territories including secondary or additional cardholders on the same account

Eligible Card means a participating Issuer's, Mastercard Platinum Credit or Debit cards

Eligible Cardholders means those Cardholders with Eligible Cards that are valid and open at the time of service request who shall be entitled to receive Payment or such other benefit as is provided for in this Policy.

Insurer means the local insurer for each Territory.

Mastercard means Mastercard Asia/Pacific Pte. Ltd., 3 Fraser Street, Duo Tower, Singapore 189352.

Mysterious Disappearance means the loss of Covered Purchases under unknown circumstances.

Schedule means the Schedule of Benefits shown in the Declarations and Schedule of Benefits

Territory or Territories means the country/countries where the Mastercard was issued. Territories include Algeria, Angola, Ghana, Ivory Coast, Kenya, Mauritius, Namibia, Nigeria, Senegal, Tanzania and Uganda.

We / Us means the Insurer in each Territory

You / Your / Cardholder means all individual natural persons who hold any current Platinum Credit or Debit Card issued by any issuer in the Territories that are valid, open and in good standing and not cancelled, suspended or delinquent at the time of a claim

GENERAL EXCLUSIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

We will not pay for:

1.

1.1. loss of or damage to property related to or caused by:

- a) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- c)
 - i. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - ii. insurrection, rebellion or revolution;
- d) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- e) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- f) any attempt to perform any act referred to in clause d) or e) above;
- g) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1.1 a., b., c., d., e. or f. above.

If we allege that, by reason of clause 1.1 a., b., c., d., e., f. or g. of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

1.2. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No.85 of 1976) or any similar Act operative in any of the s to which this policy applies.

2. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof nor for any attempt to perform any such act.

3. any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to or arising from:

- 3.1. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel.
- 3.2. nuclear material, nuclear fission or fusion, nuclear radiation.
- 3.3. nuclear explosives or any nuclear weapon.
- 3.4. nuclear waste in whatever form regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

If we allege that loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

4. Consequential loss of any kind or depreciation in value except as specifically provided for in any section of this policy.

5. Confiscation or nationalisation or detention or requisition of any of the property insured by this policy by customs or other officials or authorities.

This policy shall be null and void and we will not liable to make any payments for liability under any section of this policy for any loss or claim where you or any beneficiary (ies) are the subject of laws, regulations, an embargo or other form of economic sanction that would prohibit us from providing such insurance or transacting business with you or any beneficiary (ies).

Furthermore, no benefits or payments will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws or regulations governing this policy, you or any beneficiaries (ies).

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

GENERAL CONDITIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

1. Jurisdiction

This policy is subject to the laws of the **Territory** where the Mastercard was issued.

We will not pay for damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the **Territories**.

2. Prevention of loss

You must take all reasonable precautions to prevent loss, damage or liability.

3. Misrepresentation, misdescription and non-disclosure

This policy or any section or item hereof will be voidable in the event of any misrepresentation, misdescription or non-disclosure of any material particular relating to this policy or any part of this policy throughout the entire period of insurance and not only at inception or renewal.

4. Cancellation

This policy may be cancelled by Mastercard or by us on giving 180 days written notice of cancellation.

We may amend or cancel one or multiple covers by providing thirty (30) days written notice to Mastercard.

Mastercard will notify the Cardholder on or before the date of such termination. It is your responsibility to ensure this insurance is current at the time a Credit or Debit Card was used to purchase an insured product.

5. Claims Conditions

5.1. On the happening of any event which may result in a claim under this policy you must:

- a) notify us in writing as soon as possible after such event and provide us with whatever details we may reasonably require;
- b) give us particulars of any other insurances covering the event;
- c) give us all the necessary information and assistance to:
 - i. settle or resist any claim
 - ii. recover our costs
 - iii. identify lost or stolen property should such property be recovered
- d) not abandon any property;
- e) provide us a copy of the original purchase receipt and a copy of the Mastercard card statement(s) reflecting the full purchase price of the product.

5.2. We will not pay or be liable for any claim:

- a) unless you comply with all the above conditions;
- b) a police report relating to the loss or theft;
- c) a completed claim form and all other documentation we may require you to provide;
- d) particulars of any other insurances covering the event;
- e) If we deny liability and you do not take legal actions within 180 days of such denial or dispute provided that such 180 days period shall commence on:
 - i. The date we have informed you of such denial or dispute; or
 - ii. If within 90 days of such denial you have made representations to us to reconsider such denial or dispute, the date on which we have informed you of our final decision.

6. **Our rights after an event**

After an event in respect of which a claim is or may be made under this policy we may:

- 6.1. enter, take or keep possession of the insured property where loss or damage has occurred and deal with it in any reasonable manner.
- 6.2. take over and conduct in your name the settlement of any claim and take proceedings at our expense and for our benefit in your name to recover any payment we have made under this policy. You must give us all necessary information and assistance in this regard.
- 6.3. take any action we deem necessary to enforce our rights by way of subrogation either prior or subsequent to our paying a claim.

7. **Fraud**

We will not pay for any claim if fraudulent means are used by you or anyone acting on your behalf to obtain any benefit under this policy or, if any loss destruction damage or liability arises from any willful act or connivance on your part.

8. **Breach of conditions**

The conditions of this policy and its sections apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

9. **Rights to other persons**

Nothing in this policy gives any rights to any person other than you unless specifically provided otherwise. Any extension providing indemnity to any other person will not give the rights of claim to such person, the intention being that you must claim on behalf of such person. Your receipt shall in every case be a full discharge to us.

10. **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.

GENERAL PROVISIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

1. **Liability under more than one section**

We will not be liable under more than one section of this policy in respect of loss or damage arising from the same event.

2. **Meaning of words**

Every word or expression to which a specific meaning has been given shall mean the same throughout this policy

PURCHASE PROTECTION

DEFINITION OF ITEMS INSURED

All items purchased new anywhere in the world but excluding living animals, plants, cheques, transportation tickets, securities or financial documents with an attached value, jewellery or gems, food or drinks or vehicles, watercraft or aircraft and their accessories.

INSURED EVENT

In the event of any item purchased and paid for entirely and solely by use of a card being lost, stolen or damaged within 6 months of the date of such purchase that took place during the period of insurance, we will at our discretion replace or pay for the replacement of such item provided that:

1. such property is not otherwise insured.
2. we will not pay more than the Maximum amount payable per occurrence shown on the schedule or more than the amount shown under the heading "Per 12 months period of insurance".

We will not pay for:

1. any motor vehicle, airplanes, drones, boats, automobiles and motorcycles and any equipment, parts or accessories;
2. permanent fixtures, including but not limited to carpeting, flooring, tile, air conditioners, refrigerators, or heaters;
3. travelers check(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps;
4. fragile items, art, antiques, collectable items, furs, jewelry, gems and precious stones;

5. consumables or perishables;
6. access to internet websites, mobile applications, software or data files downloaded from the internet including but not limited to music files, photos, reading materials, books and movies; or reinstatement or recovery thereof;
7. plants or animals;
8. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
9. items rented out, rented or leased;
10. items purchased for resale, professional, or commercial use;
11. Mysterious Disappearance;
12. services, shipping, handling, installation or assembly costs;
13. items damaged through alteration (including cutting, sawing, and shaping);
14. items left unattended in a place to which the general public has access;
15. losses occurring to item(s) you purchased online prior to your taking possession of such item(s);
16. losses caused by any process of cleaning, repairing, dyeing, altering or restoring;
17. losses caused by abuse, willful damage, vermin and insect infestation, wear and tear, inherent product defect, mechanical or electrical failure, nuclear, biological or chemical event, terrorism or war.

SPECIFIC CONDITIONS

1. It is the Insurer's discretion to decide whether to have the item replaced or to reimburse the original purchase price less any rebates, discounts or rewards points.
2. Covered Purchases that are a pair or a set will be limited to the cost of replacement of the specific item; otherwise, the value of the pair or set will be covered, not to exceed the Per Occurrence Limit.

CLAIM NOTIFICATION/ MAKING A CLAIM

Notice of claim must be given no later than ninety (90) days from the date of the incident. Failure to give notice within 90 days from the date of the incident may result in a denial of the claim.

To file a claim, log on to <https://www.mcpeaceofmind.com/Platinum>

Proof of Loss:

The Cardholder must provide:

- a. a signed claim form, if provided
- b. copy of purchase receipt showing payment of the item was made entirely with the Eligible Card;
- c. For theft claims, official copies of the police report within thirty (30) days of incident;
- d. For damage claims, official copies of the repair estimates;
- e. Cardholder's statement of account showing the account is open and in good standing at the time of filing the claim.

***Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation of the claim.**

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.

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

Governing Law and Jurisdiction: This purchase protection insurance, its eligibility and any terms and conditions are to be interpreted according to the laws of the Territory where the Mastercard was issued. Any dispute will be subject to the jurisdiction of the competent courts of the Territory.

LIST OF INSURERS:

Algeria:

L'Algérienne des Assurances (2a)

Adresse : 01, Rue Tripoli, Hussein-Dey Alger

Algeria

Tel: +213(0) 21 47 68 72

Namibia:

Santam Namibia LTD

T: 00264 61 2928000

Tenbergen Village, c/o Robert Mugabe & Lazarett Street,

Windhoek, Namibia 9000

Tel: +264 61 2928000

Angola:**NOSSA – Nova Sociedade de Seguros de Angola, S.A.**

Avenida Pedro de Castro Van-Dúnem “Loy”, Academia
BAI, Bloco C, 4ºAndar, Luanda – Angola
Tel : (+244) 222 670 700 | 930 924 448/9

Ghana:**Hollard Insurance Ghana**

Capital Place, 11 Patrice Lumumba Road
Airport Residential Area, Ghana
Tel: +233 (0)302 220966 / 227439 / 241322 / 225296

Ivory Coast:**SAHAM Assurances**

3 Bd Roume – Plateau, Abidjan
Côte d’Ivoire

Kenya:**AIG Kenya Insurance Co. Ltd,**

AIG House, Edensquare Complex
Chiromo Road, P O Box 49460-00100, Nairobi, Kenya
Toll Free: 0800722760
Tel: +254 20 3676000 / 6302

Mauritius:**SWAN General Ltd**

Health & Travel Department- Claims Section
Swan Centre
10 Intendance Street, Port Louis, Mauritius
Tel: +230 207-3500 / + 230 207-3540

Nigeria:**AllCO General Insurance Co.**

Plot PC 12 Afribank Street
Victoria Island, Lagos, Nigeria
P.O. Box 2577
Tel: +234 700 24426 68228

Senegal:**Saham Assurance Sénégal**

Bld. de la Madeleine X rue Carnot Dakar - SÉNÉGAL
Tel. : + 221 33 849 69 00

Tanzania:**Britam Insurance Tanzania LTD**

PPF Tower 2nd Floor, Ohio St / Garden Ave
Dar es Salaam, Tanzania
Tel: +255 (22) 213 8058

Uganda:**Jubilee Insurance**

Plot 14, Parliament Avenue
P.O. Box 7122 Kampala, Uganda
Tel: +256 414 311726