

## **EXTENDED WARRANTY TERMS & CONDITIONS FOR CARDHOLDERS**

### **TABLE OF BENEFITS**

<b>Card Type</b>	<b>Per Occurrence Limit</b>	<b>Annual Aggregate Limit</b>
Visa Platinum	USD 2 500	USD 20,000
Visa Signature	USD 3 500	USD 20,000
Visa Infinite	USD 5 000	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.

**Chubb:** Chubb Insurance South Africa Limited

**Annual Aggregate Limit:** the maximum amount per Cardholder for which an Insurer is liable during the Policy Period.

**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<sup>ST</sup> June 2023

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

**Eligible Item(s):** items with a minimum purchase price of USD 50, purchased new by the Cardholder on or after the Commencement Date during the Policy Period solely for personal use, which has been charged fully (100%) to the Eligible Card, in a store located in the Country of Residence (other than a Duty-Free-Zone) or via an Internet site where the sales company is registered in the Country of Residence and the item is meant for use in the Country of Residence 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.

**Extended Warranty Period:** the period starting the day after the original Manufacturer's Warranty expires. The extended warranty period will match the original Manufacturer's Warranty period up to a maximum of twelve (12) months.

**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.

**Manufacturer's Warranty:** the contractual obligation to repair or to replace an article due to Mechanical Breakdown. This includes store brand warranties provided on store brand products.

**Mechanical Breakdown:** an internal malfunction of an Eligible Item which would have been covered by the terms of the original Manufacturer's Warranty, which is due solely to a defect in material or workmanship and which results in a failure of the Eligible Item to operate for the purpose for which it was designed.

**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 Extended Warranty Benefit for any Eligible Item.

**Policyholder:** Visa International Service Association (“Visa”)

**Policy Period:** 1<sup>ST</sup> June 2023 to 31<sup>ST</sup> May 2024

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

## **COVER**

### **What is Covered**

The Cardholder is covered for repair costs of an Eligible Item after Mechanical Breakdown during the Extended Warranty Period.

Repair costs will be paid up to the original purchase price paid for the Eligible Item or up to the Per Occurrence Limit (local currency equivalent) whichever is less, subject to the Annual Aggregate Limit (local currency equivalent). If repair costs exceed the original purchase price paid, We will replace the Eligible Item with an equivalent model of similar specification with a value of no more than the original purchase price, up to the Per Occurrence Limit and subject to the Annual Aggregate Limit. If no equivalent model of similar specification is available, the Cardholder will be credited with an amount equal to the original purchase price, up to the Per Occurrence Limit and subject to the Annual Aggregate Limit. The maximum paid per 365 day period is as shown in the Table of Benefits.

Where an Eligible Item is part of a Pair or Set, cover will extend only to the Eligible Item in respect of which there has been a Mechanical Breakdown and not to the rest of the Pair or Set.

### **Specific Conditions**

1. Eligible Items must have a minimum Manufacturer’s Warranty of twelve (12) months; and cannot have greater than a maximum combined Manufacturer’s Warranty and additional optional warranty period of three (3) years.
2. Eligible Items must have a valid Manufacturer’s Warranty in the Country of Residence, stating the extent of cover, the period of cover, what the manufacturer will do to correct the problem and whom to contact for service.
3. Eligible Items may be repaired or replaced or the Cardholder will be credited with an amount equal to the original purchase price less any rebates, discounts or rewards points.

### **What is Not Covered**

1. Non-electrical items;
2. Items without a serial number;
3. Boats, motorized vehicles including airplanes, automobiles and motorcycles, and any equipment, parts or accessories;
4. Computer software and other accessories to computers not fully assembled by the manufacturer;
5. Any customized, unique, or rare items;
6. Used, rebuilt, refurbished and re-manufactured items at the time of purchase;
7. Items purchased for resale, professional, or commercial use;

8. Items that are specified by supplier as a consumable item or items that shall be thrown away after usage, included, but not limited to bulbs, fuses, batteries, filters, belts, bags and printing cartridges;
9. Cleaning expenses;
10. The cost of rectifying blockages (except in the cooling system of refrigeration equipment);
11. Items which carry a "satisfaction guaranteed" promise that provides product replacement or benefits for anything other than Mechanical Breakdown;
12. Items which carry a Manufacturer's Warranty of longer than three years;
13. Expenses linked to supplier's withdrawal of a product;
14. Expenses linked to repairs caused by routine service, inspections or installations, or call out charges and other expenses where an authorized repairer cannot find any fault with the item;
15. Damage caused by not following the supplier's manual, instructions or installation guidelines, or the use of unapproved accessories;
16. Services, maintenance, repair, installation, assembly or rebuild costs;
17. Any shipping or promised time frames of delivery, whether or not stated or covered by the Manufacturer's Warranty;
18. Any costs relating to damage to Eligible Items caused by accident, neglect, abuse, willful damage, vermin and insect infestation, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or Acts of God; or
19. Any costs associated with the disposal or removal of the items regardless of whether the item can be repaired or replaced.

## **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 request for service must be given as soon as reasonably possible. Written request for service shall be given within thirty (30) days after the occurrence of any loss. 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,
- Signed service request form, if provided,
- Copy of purchase receipt showing payment of the item was made entirely with the Eligible Card,
- Legible copies of all warranty information including, but not limited to: the manufacturer's original warranty; the store warranty; or any other applicable extended warranty
- Cardholder's statement of account showing the account is open and in good standing at the time of filing the service request.

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

## **GENERAL CONDITIONS**

**Fraud:** If the service request is in any respect fraudulent all benefits in respect of such request shall be forfeited.

**Governing Law and Jurisdiction:** This Policy, its eligibility and terms 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.

**Sanctions:** 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.

### **Policy Changes:**

Please ensure You are always reviewing the latest Policy Wording.

We reserve the right to make changes or add to these Policy terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice.

## **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**

### **Data Protection**

Any information about the Policyholder, and Insured Person(s) which the Policyholder, and/or Insured Person(s) provides to the Insurer(s) will be processed by the Insurer(s) in compliance with the provisions of the Protection of Personal Information Act, 2013 ('POPIA') as amended from time to time, for the purpose of assessing the risk profile of the Insured Person(s), providing insurance and handling Claims, if any, and as may be necessary for pursuing the legitimate interests of the Insurer(s) or any third party to whom it is disclosed. This may necessitate providing such information to third parties.

Chubb Insurance South Africa Limited and its group companies ('Chubb') will use the information supplied during the formation and performance of this policy for policy administration, customer services, the handing of claims, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period and in accordance with applicable laws.

Chubb may also need to review and analyse certain information about (i) the Policyholder's health; and/or (ii) the Policyholder's criminal convictions; and/or (iii) any other special personal information (which is provided to Chubb and which Chubb obtains from third party sources), and, where relevant, the health or criminal convictions of the Insured Person(s) who may be insured under the policy, including children. Chubb may also use the health information, information about criminal convictions and/or other special personal information about the Policyholder and Insured Person(s), including children, for the purposes set out above.

You hereby consent to the processing of your personal information, including special personal information, for the purposes set out above. Furthermore, you undertake to ensure that any other persons whose information is provided to Chubb understands and does not object to this use of their personal information, and (where required under applicable laws) consents to Chubb using their information for the purposes described. As regards the personal information, including special personal information, provided in respect of children, you hereby consent to the processing of such children's personal information in your capacity of competent person. Save for personal information that Chubb is required or permitted by law to collect, the provision of your personal information and that of Insured Person(s) by you is voluntary. Furthermore, you do not have to provide Chubb with the abovementioned consent, and you may withdraw it at any time, but if you do not provide consent, or choose to later withdraw it, that may affect Chubb's ability to offer an insurance policy (or lead to the cancellation of an existing policy) or affect Chubb's ability to process any future claims. To the extent that personal information is provided to Chubb by the Broker as opposed to the Policyholder, the Broker shall undertake that it has obtained the consent of the Policyholder as per this clause.

Chubb will comply at all times with the terms (including security standards) referred to in the Privacy Policy / Privacy Notice when processing personal information of the Policyholder and that of Insured Person(s). Please refer to the Privacy Policy / Privacy Notice for more information on how Chubb processes personal information, including your rights under applicable data protection laws: <https://www.chubb.com/za-en/privacy-policy.html>

Chubb may also transfer certain personal information to countries that have the same or a similar level of data protection as South Africa for the above purposes. Personal information may also on occasion be transferred from South Africa to countries that do not have adequate data protection laws similar to POPIA but Chubb shall ensure that there is a justification under applicable data protection laws for such transfers and that the necessary regulatory approvals have been obtained in circumstances where required by applicable data protection laws. You hereby consent to the transfer of your personal information (including special personal information) and the personal information (including special personal information) of the Insured Person(s), including children, both manually and by electronic means, to a country or territory outside South Africa, including to Chubb's offices in foreign countries and to the offices of any third parties (acting on behalf of Chubb), for any of the above purposes. A policy will also be in place to ensure the information transferred is protected.

You undertake to report changes to your personal information and the personal information of the Insured Person(s) in order to keep the personal information accurate.

Chubb may record telephone calls for quality control, fraud prevention and staff training purposes and you may also on occasion be subject to video surveillance. You hereby consent to such monitoring.

When personal or special personal information is supplied to Chubb about third parties other than the Policyholder and/or Insured Person(s), both during the formation and performance of this policy, Chubb assumes that there is a justification under applicable laws to supply this information to Chubb, to Chubb processing this data, including special personal information, and to the transfer of their information abroad. Chubb will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

You understand and agree that your personal information including special personal information and that of the Insured Person(s) may, from time to time, be shared with third parties. Chubb may share personal and special personal information with the following organisations for the purposes described above:

1. our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;
2. our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
3. other insurance companies about other insurance policies the Policyholder and/or Insured Person(s) may have;
4. the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering checks.

Chubb works with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this Chubb will share information about your claims with providers of software designed to assist in the detection of fraudulent claims. Chubb may also use commercially available databases to prevent money laundering. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you. Individuals whose personal information has been supplied to Chubb are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected, subject to applicable laws and the grounds of refusal referred to in Chubb's PAIA Manual. In addition, such individuals have the right to object on reasonable grounds to the processing of their personal information where such processing is based on legitimate interests, unless legislation provides for such processing. Individuals may also object to the processing of their personal information for purposes of direct marketing. More information on individuals' rights and the manner in which Chubb processes personal information is available by contacting the Data Privacy Officer at Chubb Insurance South Africa Limited, the details of which are in the privacy policy / privacy notice as well as provided below. Individuals may also lodge a complaint with the Information Regulator, the details of which are in the privacy policy / privacy notice as well as provided below. We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

**Contact Information**  
**Chubb Insurance South Africa Limited (1973/008933/06)**

Address: Ground Floor, The Bridle  
38 Wierda Road West  
Wierda Valley  
Sandton  
Tel: (011) 722 5751  
Fax: 086 799 2237  
Postal Address: PO Box 1192  
Saxonwold  
2132

**Information Officer:**

Email: [dataprotectionoffice.RSA@chubb.com](mailto:dataprotectionoffice.RSA@chubb.com)

You may also contact [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

**The Information Regulator in South Africa:**

The Information Regulator (South Africa)  
33 Hoofd Street  
Forum III, 3rd Floor Braampark  
Braamfontein, Johannesburg

Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za) / [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

**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](mailto:arnold.schoombee@chubb.com)), but then the Cardholder may miss out on special promotions.