

# Visa Platinum Insurance Policy Wording

CHUBB®

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## Table of Benefits

Benefit Table	Benefit Amount
<b>Section A. Buyers Protection</b>	
- Limit per 365 day period	US\$ 20,000
- Limit per incident	US\$ 5,000
- Limit for online purchases	US\$ 1,500
- Single article maximum limit	US\$ 1,500
- Single article minimum limit	US\$ 100
- Per item excess	US\$ 50
<b>Section B. Extended Warranty</b>	
- Limit per 365 day period	US\$ 5,000
- Single item maximum limit	US\$ 1,500
- Extension period	Double the original manufacturers' warranty period, up to a maximum of 24 months
- per item excess	US\$ 50

## Introduction

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This Policy records the terms under which **Chubb Insurance South Africa Limited (“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 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.

## Eligibility

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The benefits summarised in this document are dependent upon the **Cardholder** being a valid **Cardholder** at the time of any incident giving rise to a claim.

Visa International Service Association will give the **Cardholder** notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits is cancelled or expires without renewal on equivalent terms.

This Policy contains details of benefits, conditions and exclusions relating to valid **Cardholders** and is the basis on which all claims will be settled by **Chubb**.

## Insurer

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Benefits under this Policy are underwritten by Chubb Insurance South Africa Limited, registered on the following address: Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton, South Africa.

## General Definitions

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The words and phrases below will always have the following meanings wherever they appear in the Policy in bold type and starting with a capital letter.

### **Chubb**

Chubb Insurance South Africa Limited

### **Cardholder(s)**

The holder of a Visa Platinum Card issued by a Visa International Service Association member bank in the **Country of Residence**, the card being valid and the account being in good standing.

### **Commencement Date**

1<sup>st</sup> juin 2023

### **Country of Residence**

The country in which the **Cardholder** legally resides.

### **Home**

The **Cardholder's** usual place of residence within the **Country of Residence**.

### **Pair or Set**

Items of **Personal Property** or **Valuables** which are substantially the same, complementary or designed to be used together

### **Period of Insurance**

12 months from 00.01 on the **Commencement Date** (local standard time in South Africa) and each subsequent 12- month period for which Visa International Service Association shall pay and **Chubb** accept a renewal premium.

### **Terrorism**

A terrorist act(s), including but not limited to the use of force or violence and/or the threat thereof or by means of a cyber attack, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Unattended**

Where the **Cardholder** is not in full view of or not in a position to prevent unauthorised taking or interference with that **Personal Property, Money** or vehicle.

### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, leather goods, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals and any other item worth USD 2,500 or more.

### **War**

Armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## **We, Us, Our, Ourselves**

Chubb Insurance South Africa Limited

## **General Conditions**

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The **Cardholder** must comply with the following conditions in addition to the items listed under Special Conditions in Sections A-B below to have access to the benefits provided for under the Policy. If the **Cardholder** does not comply **We** may at **Our** option refuse to deal with the **Cardholder's** claim, or reduce the amount of any claim payment made under the Policy issued to Visa.

1. This Policy is governed by the law of the Republic of South Africa.
2. The **Cardholder** must take all reasonable care and precautions to safeguard their property against loss, theft or damage. The **Cardholder** must act as if they were not entitled to any benefit of Visa's cover and must take steps to minimise loss as much as possible and must take reasonable steps to prevent a further incident and to recover missing property.
3. **We** require that the **Cardholder** notifies **Us** within 28 days of the **Cardholder** becoming aware of any incident or loss leading to a claim, and must return a completed claim form with any required additional information to **Us** as soon as possible.
4. The **Cardholder** must report all incidents to the local police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
5. The **Cardholder** must not abandon any property for **Us** to deal with or dispose of any damaged items as **We** may need to see them.
6. The **Cardholder** or their legal representatives must supply at their own expense all information, evidence, medical certificates, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the loss. **We** may refuse to pay for any expenses for which receipts or bills cannot be provided. The **Cardholder** must please keep copies of all documents sent to **Us**.
7. Neither Visa nor the **Cardholder** must admit, deny, settle, reject, negotiate or make any arrangement for any claim without **Our** permission.
8. **We** have the right, if **We** choose, in the name of Visa or the **Cardholder** but at **Our** expense to:
  - a. take over the defence or settlement of any claim;
  - b. take legal action in their name to get compensation from anyone else for **Our** own benefit or to get back from anyone else any payment that has already been made;
  - c. take any action to get back any lost property or property believed to be lost.
9. If Visa or the **Cardholder** or anyone acting for them in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this Policy shall become void in relation to the benefits which that **Cardholder** may have access to under this Policy. **We** may inform the police and the **Cardholder** must repay to **Us** any amount already paid under the Policy issued to Visa.
10. If **We** pay any expense for which **the Cardholder** is not covered, the **Cardholder** must pay this back to **Us** within one month of **Our** asking.
11. **We** may at any time pay to a **Cardholder Our** full liability under the Policy for a loss event after which no further payments will be made relating to that event.

12. If at the time of any incident which results in a claim under this Policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Section J. Travel Accident).
13. If the **Cardholder** possesses multiple member bank cards the **Cardholder** may only claim and **We** will only pay up to the highest limit of the cards, the benefit values will not be cumulative.
14. 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.

## General Exclusions

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These exclusions apply throughout the Policy in addition to the items listed under 'What is not covered' in Sections A-B below. **We** will not pay for claims arising directly or indirectly from:

1. Any act of **Terrorism**.
2. **War** or any act of **War** whether **War** is declared or not.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of mental health.
6. Needless self-exposure to danger or where acting in a manner contrary to visible warning signs except in an attempt to save human life.
7. Any drug not prescribed by a **Doctor**, being addicted to any drugs, or abusing solvents, drugs, or alcohol, or being under the influence of drugs, solvents, or alcohol.
8. Any claim resulting from involvement in a fight except in self-defence.
9. Any illegal act by the **Cardholder**.
10. Any claim where the **Cardholder** is entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any excess beyond the amount which would have been covered under such other Insurance, or any amount recoverable from any other source, had these benefits herein not been effected.
11. Any other loss, damage or additional expenses following on from the event for which the Cardholder is claiming. Examples include bodily injury, property damage, loss due to not being able to use the item, punitive damages, exemplary damages and legal fees.
12. Operational duties as a member of the Armed Forces.
13. Any costs the Cardholder would have been required or been expected to pay, if the event resulting in the claim had not happened.
14. Any circumstances the Cardholder is aware of that could reasonably be expected to give rise to a claim under this Policy before it arises.

## Section A. Buyers Protection

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### Specific Definitions

#### Cardholder

The holder of a covered card, the card being valid and the account being in good standing at the time of the incident.

#### Eligible item

An item purchased by the **Cardholder** on or after the **Commencement Date** during the **Period of Insurance** solely for personal use (including gifts), not used for business purpose, which has been charged fully (100%) to the covered card and is not listed under 'What is not covered' in this Section.

#### Purchase price

The lower of the amounts shown on either the covered card billing statement or the store receipt for the **Eligible Item** being at least US \$ 50.

#### What is covered

In the event of theft and/or accidental damage to an **Eligible Item** within 90 days of purchase, **We** will, at **Our** option on behalf of Visa and in discharge of any obligations to the **Cardholder**, replace or repair the **Eligible Item** or credit the **Cardholder** account an amount not exceeding the **Purchase Price** of the **Eligible Item**, or the single item limit shown in the Table of Benefits whichever is lower. **We** will not pay more than the amount shown in the Table of Benefits for any one event, or more than the maximum amount shown in the Table of Benefits in any one 365 day period.

#### Special Conditions

1. Buyers Protection provides cover only for claims or portions of claims 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. Claims for an **Eligible item** ordered online that is delivered damaged or not delivered is included provided the **item** is sent via a tracked delivery service and the merchant or courier are denying liability.
4. If the **Cardholder** purchases the **Eligible Item** as a gift for someone else, **We** will if the **Cardholder** wishes, pay a valid claim to the recipient.
5. The **Cardholder** must exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an **Eligible Item**.
6. 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.
7. The **Cardholder** must document that the claim has not been sent to other insurance company.
8. The **Cardholder** must provide **Us** with the original sales receipt from store, original of card receipt, original of account showing the transaction and the police report.

#### What is not covered

1. The excess of US\$50, applying to each and every item.
2. Events not connected to theft, fire or damage caused by accident.



3. Mysterious disappearance of **Eligible Items**.
4. Events caused by fraud, mistreatment, carelessness or not following the manufacturer's manual.
5. **Eligible Items** which were used before purchase, second-hand, altered, or bought fraudulently.
6. Damage to **Eligible Items** caused by product defects or error during production.
7. Theft not reported to the police within 48 hours of discovery and a written report obtained.
8. **Eligible Items** left **Unattended** in a place accessible to the public.
9. Theft of or damage due to **Eligible Items** in a motor vehicle as a result of theft of the motor vehicle.
10. Theft from any item of any 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.
11. Jewellery, watches, precious metals and gemstones and any item made from precious metals and gemstones
12. Motor vehicles, motorcycles, bicycles, boats, caravans, trailers, hovercraft, aircraft and their accessories.
13. Service, cash, travel checks, tickets, documents, currency, silver and gold, art, antiques, rare coins, stamps and collector's items.
14. Animals, living plants, consumables, perishable goods or permanent installations.
15. Electronic items and equipment, including but not limited to, personal stereos, MP3/4 players, mobile telephones (non-personal), computers or computer-related equipment whilst at the **Cardholder's** place of employment and items used for business purpose.
16. Damage due to normal wear and tear, normal use or normal activity during sports and games (example golf or tennis balls).
17. Theft or damage when the **Eligible Item** is under the supervisor's, control or safe keeping of, a third party other than required according to safety regulations.
18. **Eligible Items** not received by the **Cardholder** or other party designated by the **Cardholder**.
19. Courier delivered item(s) purchased in-store until item(s) are received, checked for damage and accepted at the nominated delivery address.
20. Expenses due to repairs not performed by workshops approved by **Us**.
21. Damage due to earthquake.
22. Damage due to gradually operating ingress or dampness over time.
23. Loss caused by declared or undeclared war, confiscation order of any government or public authority, or arising from illegal acts.
24. 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.

## Section B. Extended Warranty

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### Specific Definitions

#### Brown Good(s)

Audio and video equipment including televisions (LCD and plasma), DVD players/recorders, home cinema projectors, HiFi systems, MP3 players, iPods, cameras, video cameras, GPS systems.

### **Cardholder**

The holder of a Visa Platinum Card issued by a Visa International Service Association member bank, the card being valid and the account being in good standing at the time of the incident.

### **Eligible Item**

A **Brown Good** or a **White Good** with a minimum purchase price of US\$50 including VAT, purchased new by the **Cardholder** on or after the **Commencement Date** during the **Period of Insurance** solely for personal use, which has been charged fully (100%) to the covered 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** market and is not listed as an item which is not covered. The manufacturer must provide an original warranty of no less than 12 months in respect of the Eligible Item in the country of purchase.

### **Extended Warranty Period**

The period starting the day after the original manufacturer's warranty expires. The extended warranty period will match the original warranty period up to a maximum of 24 months.

### **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.

### **White Good(s)**

Electrical household appliances including washing machines, tumble/washer dryers, dishwashers, cookers, ovens, refrigerators, vacuum cleaners, clothes-irons, toasters, electric toothbrushes.

### **What is covered**

The repair costs of an **Eligible Item** after **Mechanical Breakdown** during the **Extended Warranty Period** are covered.

Repair expenses will be paid up to the original purchase price paid for the **Eligible Item**, up to the limit shown in the Table of Benefits. If repair expenses 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 limit shown in the Table of Benefits. 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 limit shown in the Table of Benefits. 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**.

### **In the event of a claim**

If an **Eligible Item** breaks down, the **Cardholder** must please email [creditcardclaims@broadspire.eu](mailto:creditcardclaims@broadspire.eu), giving their name, first 9 digits of their covered card number, **Eligible Item** brand, model and the **Mechanical Breakdown** date. Visa will confirm that the **Eligible Item** is covered and the **Cardholder** will be directed to an authorised service centre. Visa will also send the **Cardholder** a claim form. Please retain the repair receipt from the service centre specifying the **Mechanical Breakdown** and price for repair. Claim forms and all documentation must be sent to **Us** within 90 days of the repair date. All payments due to Visa to be made by **Us** will be made to the **Cardholder**. **We** may appoint an expert or investigator to assess the circumstances of the claim and the amount to be paid to the **Cardholder**.

### **Special Conditions**

1. The **Cardholder** must keep the original sales receipt from store, original of card receipt, original of account statement showing the transaction was paid in full with the covered card and the original manufacturer's warranty card.
2. Extended Warranty only covers **Mechanical Breakdown** repair expenses if the product breaks down after the manufacturer's original warranty has expired.
3. If **We** replace the **Eligible Item** at **Our** election, the item becomes **Our** property and the replacement item will not benefit from cover under these benefits.

### **What is not covered**

1. The excess of US\$50, applying to each and every item.
2. Non-electrical items.
3. Items without a serial number.
4. Boats, automobiles, motorboats, airplanes, or any motorized vehicles &/or their integral parts.
5. Mobile telephones.
6. Electric gardening tools.
7. Boilers or furnaces.
8. Communication and computing items such as desktop PCs, laptops, monitors, photocopiers, fax machines, scanners, game consoles, modems, notebooks, tablets and iPads.
9. Genuine goods sold through unauthorized channels in direct competition with authorized distributors.
10. Items which do not have an original manufacturer's warranty valid in the **Country of Residence**.
11. Items which do not have a **Country of Residence** specification or that are not available in the **Country of Residence**.
12. Items not bought as new, or modified, rebuilt or refurbished items.
13. Items which are purchased for resale.
14. 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.
15. Installation expenses or changes on an item.
16. Cleaning expenses, including but not limited to filter on a washing machine, video and cassettes.
17. The cost of rectifying blockages (except in the cooling system of refrigeration equipment).
18. Costs incurred in disposing of an item.
19. Any costs incurred in gaining access for repair to any appliance that has been incorporated into fitted units.
20. Expenses linked to supplier's withdrawal of a product.
21. Expenses linked to rebuild.
22. Items used for business, professional or commercial purposes.
23. Items permanently affixed to the **Home** or office.

24. Expenses linked to repairs caused by routine service, inspections or installations, or call out charges and other expenses where an authorised repairer cannot find any fault with the item.
25. Computer software and other accessories to computers not fully assembled by the manufacturer.
26. Damage caused by not following the supplier's manual, instructions or installations, or the use of unapproved accessories.
27. Corrosion.
28. Damage caused by mistreatment or carelessness.
29. Lightning, storm or flood damage.
30. Expenses due to supplement equipment.
31. Expenses due to repairs not performed by workshops approved by **Us**.
32. Any costs other than those specifically covered under the terms of the original manufacturer's written repair warranty.
33. Any costs associated to the disposal or removal of the items regardless of whether the item can be repaired or replaced.

## Policy Changes

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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.

## Renewal of Benefits

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Cover begins on the **Commencement Date** and will continue annually until the earliest of the following:

1. The covered card is cancelled; or
2. Visa withdraws the benefits attached to a **Cardholder's** Visa Platinum card; or
3. This policy lapses without renewal

## Claims

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

### How to Make a Claim

Please read the appropriate section in the benefits to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

### Making a claim

In the event of a claim please email **Our** Claims Helpline at: [creditcardclaims@broadspire.eu](mailto:creditcardclaims@broadspire.eu)

The **Cardholder** will need to provide:

- their name,

- First 9 digits of the covered card number,
- the **Cardholder's** address, and
- The section under which the **Cardholder** wishes to make a claim
- Brief details of the claim

**We** ask that the **Cardholder** notifies **Us** at the above addresses within 28 days of the **Cardholder** becoming aware of an incident or loss leading to a claim and to return the completed claim form and any additional information to **Us** as soon as possible.

### **Additional Information**

The **Cardholder** must supply all original invoices, receipts and reports etc. The **Cardholder** should check the section under which the claim is made for any specific conditions and details of any supporting evidence that the **Cardholder** must give **Us**. It is always advisable to keep copies of all the documents that are sent to **Us**.

### **Claims Handling Agents**

To help **Us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **Us** to appoint a claims handling agent.

## **Complaints Procedure**

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**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**

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### **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 handling 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:

our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators;

our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;

other insurance companies about other insurance policies the Policyholder and/or Insured Person(s) may have;

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.





# Notice to short-term insurance policy holders

## DISCLOSURE AND OTHER LEGAL REQUIREMENTS

### Important – please read carefully

(This notice does not form part of the Insurance Contract or any other document)

As a Short-term Insurance policyholder, or prospective policyholder, you have the right to the following information:

Statutory notice	Information
<p>1. <b>About the intermediary (insurance broker or representative)</b></p> <ul style="list-style-type: none"><li>a. Name, physical address and postal address and telephone number.</li><li>b. Legal status and any interest in the insurer.</li><li>c. Whether or not in possession of professional indemnity insurance.</li><li>d. Detail of how to institute a claim.</li><li>e. Rand amount of fees and commission payable.</li><li>f. Written mandate to act on behalf of insurer.</li></ul>	<p>Your insurance advisor should provide this information to you when you are provided with a quotation or take out a policy. If your advisor does not do so after you have requested it please contact Chubb Insurance South Africa Limited who will assist in obtaining it.</p>
<p>2. <b>About the insurer</b></p> <ul style="list-style-type: none"><li>a. Name, physical and postal address and telephone numbers.</li><li>b. Telephone number of compliance department of the insurer.</li><li>c. Details of how to institute a claim and/or complaint.</li><li>d. Type of policy: refer to your policy schedule.</li><li>e. Extent of premium obligations, manner of payment of premium, due date of premiums and consequences of non-payment: refer to policy schedule.</li><li>f. Fees: The premium displayed on your quote, policy schedule or renewal will be payable.</li><li>g. Complaints procedure: visit our website <a href="http://www.chubb.com/za">www.chubb.com/za</a></li><li>h. Chubb Insurance South Africa Limited is in possession of Professional Indemnity Cover.</li></ul>	<p><b>Contact Details:</b> Chubb Insurance South Africa Limited Reg No: 1973/008933/06 PO Box 1192, Saxonwold, 2132</p> <p><b>Located at:</b> Ground Floor, The Bridle, Hunts End Office Park, 38 Wierda Road West, Wierda Valley, Sandton Tel: 011 722 5700 FSP No: 27176</p>
<p>3. <b>Other matters of importance</b></p> <ul style="list-style-type: none"><li>a. You must be informed of any material changes to the information referred to in paragraph 1 and 2.</li><li>b. If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days.</li><li>c. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.</li><li>d. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.</li><li>e. If premium is paid by debit order:<ul style="list-style-type: none"><li>i. it may only be in favour of one person and may not be transferred without your approval; and</li><li>ii. the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.</li></ul></li><li>f. The insurer and not the intermediary must give reasons for repudiating your claim.</li><li>g. Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.</li><li>h. You are entitled to a copy of the policy free of charge.</li></ul>	<p><b>Compliance Officer:</b> Arnold Schoombee PO Box 1192 Saxonwold 2132 Tel: 011 722 5700 Fax: 011 783 0812</p> <p><b>Complaints Procedure:</b> Email: <a href="mailto:CustomerRelations.SouthAfrica@Chubb.com">CustomerRelations.SouthAfrica@Chubb.com</a> Telephone: +27 (0) 11 722 5702</p>

Should you have any complaints about the availability or adequacy of information herein, or about our claims or underwriting service, please bring this to the attention of our compliance officer.

Our Complaints resolution procedure can be viewed at our website: [www.chubb.com/za](http://www.chubb.com/za)

Your policy document contains the details of procedures to follow in the event of a claim. Should anything not be clear, please contact your insurance advisor or Chubb Insurance South Africa Limited for assistance.

### Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurised to buy the product. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

<p>1. Particulars of Short term Insurance Ombudsman who is available to advise you in the event of claim problems, which are not satisfactorily resolved by the insurance intermediary and/or the insurer.</p>	<p>PO Box 32334 BRAAMFONTEIN, 2017 Tel: (011) 726-8900 Fax: (011) 726-5501 info@osti.co.za</p>
<p>2. Particulars of Registrar of Short-term Insurance. Financial Service Board</p>	<p>PO Box 35655 MENLO PARK, 0102 Tel: (012) 428-8000 Fax: (012) 347-0221</p>
<p>3. Particulars of the FAIS Ombud</p>	<p>PO Box 74571 LYNWOOD RIDGE, 0040 Tel: (012) 470 9080 Fax: (012) 348 3447</p>
<p>4. Particulars of SASRIA</p>	<p>Sasria Soc Limited Reg No: 1979/000287/06 FSP: 39117 36 Fricker Road, Illovo PO Box 653367, Benmore, 2010 Tel: +27 (0)11 214 0800 Fax: +27(0)11 447 8630</p>

(You may be required to sign a copy of this document)

## Other important information

<p><b>Claims</b></p>	<p>Procedures for the submission of claims and your responsibilities are detailed in the policy document in the section of the policy headed GENERAL CONDITIONS. In the event of a possible claim you must notify your advisor or Chubb Insurance South Africa Limited as soon as reasonably possible and submit a completed claim form as soon as practicable but within 30 days. When we are dealing with any claim you must give us any information and help we reasonably ask for.</p>
<p><b>General</b></p>	<p>The policy wording and schedule must be read as one document. If you need advice on any aspect of your policy, first amounts payable [excesses], claims procedures or your responsibility to pay premiums, please contact your insurance advisor or Chubb Insurance South Africa Limited.</p> <p>Should you at any time suspect fraudulent dealings on the part of the Insurer or any other person dealing with your insurance claim, please contact the Insurer on 011 722 5700 or the Insurance Fraudline on 0860 002526.</p>
<p><b>Data Protection</b></p>	<p>We use personal information which you supply to us or, where applicable, to your insurance broker for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy, available here: <a href="https://www.chubb.com/za-en/privacy-policy.html">https://www.chubb.com/za-en/privacy-policy.html</a>. You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at mailto: <a href="mailto:dataprotectionoffice.RSA@chubb.com">dataprotectionoffice.RSA@chubb.com</a>.</p>

## Contact Us

For all claims please email our Claims Helpline at:  
[creditcardclaims@broadsfire.eu](mailto:creditcardclaims@broadsfire.eu)

Chubb Insurance South Africa Limited  
Ground Floor, The Bridle, Hunts End  
Office Park, 38 Wierda Road West,  
Wierda Valley Sandton  
South Africa

T +27 (0) 11 722 5700  
[www.chubb.com/za](http://www.chubb.com/za)

## About Chubb

The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage.

Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best.

Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

# Chubb. Insured.<sup>SM</sup>