

# BUYERS PROTECTION TERMS & CONDITIONS FOR CARDHOLDERS IN KUWAIT

## TABLE OF BENEFITS

Card Type	Per Occurrence Limit	Annual Aggregate Limit	Limit for online purchases delivered damaged or not delivered
Visa Platinum	USD 5,000	USD 20,000	USD 1,500
Visa Signature	USD 6,000	USD 20,000	USD 1,800
Visa Infinite	USD 7,500	USD 20,000	USD 2,250

## 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.

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

**Commencement Date:** 1 June 2021

**Eligible Item(s):** items with a minimum purchase price of USD 100, purchased new by You 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:** means Visa Platinum, Signature or Infinite cards issued by a participating Issuer in the Territory.

**Eligible Cardholders or Cardholders:** 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 who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

**Immediate Family Member:** a person'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.

**Insured Person:** Eligible Cardholders who meet the conditions to receive the coverage.

**Insurer / We/ Us / Our:** Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

**Issuer:** a Bank or financial institution or like entity that is authorized by Visa to operate a Visa credit or debit card program in the Territory and is participating in the Buyers Protection offering to Eligible Cardholders.

**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 Buyers Protection Benefit for any single covered loss occurrence.

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

**Policy Period:** 1 June 2021 to 31 May 2022

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

**Territory:** Kuwait.

**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 Your care and/or custody by force and/or duress, with the intent of depriving You from Your 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.

**You / Your:** Eligible Cardholders and beneficiary of the insurance coverage.

## **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. You 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. Claims for an Eligible Item ordered online that is delivered damaged or not delivered is included (as per the limit set out in the Table of Benefits) provided it is sent via a tracked delivery service and the merchant or courier are denying liability.
4. You will need to transfer to Us, on Our request and at Your 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.
5. You must take reasonable care to avoid any direct physical Theft or damage to an Eligible Item.
6. You must document that the claim has not been sent to another insurance company.
7. You 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.
8. You must report Theft of an Eligible Item(s) to the police within 24 hours of discovery and You 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. Items used for business purposes
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, gradually operating ingress or dampness over time, 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. Courier delivered item(s) purchased in-store 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 You 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 You or any Immediate Family Member.

## HOW TO MAKE A CLAIM

Please read these terms and conditions to see exactly what is, and is not covered, noting particularly any conditions, limitations and exclusions.

### Making a claim

Written notice of claim must be given no later than 28 days from the date of the incident. Failure to give notice within 28 days from the date of the incident may result in a denial of the claim. Notice should be sent to [creditcardclaims@crawco.me](mailto:creditcardclaims@crawco.me)

You will need to provide:

- Your name,
- First 9 digits of Your covered card number,
- Your address, and
- Brief details of Your claim.

We will then issue You with a claim form and further instructions. You 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 You 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 Insured Persons' rights of recovery against any other person or persons and Insured Person shall complete, sign and deliver any documents necessary to secure such rights. Insured Person 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 Insured Person.
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 Insured Person 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 reimburse You up to the amount documented in an original receipt showing the description of the item.
15. This Policy, its eligibility and conditions are to be interpreted according to the laws of Kuwait. Any dispute will be subject to the jurisdiction of the competent courts of Kuwait.
16. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws regulations or restrictions of the European Union, United Kingdom, the United Arab of Emirates, the DIFC, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Arab Republic of Egypt or United States of America.

## **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 You are not happy with Our service, please contact Us, quoting the first 9 digits of your card number and/or claim number, so we can deal with the complaint as soon as possible. Our contact details are:

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

In the event that You remain dissatisfied, You can refer the matter to Ministry of Commerce and Industry. Their contact details are:

Ministry of Commerce and Industry

Ministerial Complex, Mergap

P.O. Box 2944 Safat, Kuwait City - 13030, Kuwait

Phone : +965-22480000

Fax : +965-22451080

Email : [suad@moci.gov.kw](mailto:suad@moci.gov.kw)

Website: <http://www.moci.gov.kw>

## **DATA PROTECTION AND MARKETING RIGHTS**

### **The Personal Information You provide**

Warba Insurance Company K.S.C. is the data controller and We accept fully Our responsibility to protect the privacy of customers 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)). Where We refer to 'You' or 'Your' Personal Information, this will include any information that identifies another person whose information You have provided to Us (as We will assume that they have appointed You to act for them). You agree to receive on their behalf any data protection notices from Us.

We will use Your Personal Information for the purpose of providing insurance services. By providing Personal Information, You consent that Your Personal Information, will be used by Us, Our group companies, Our reinsurers and their affiliates\*, 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 Your 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 Your sensitive Personal Information unless We have either specific consent from You or Your nominated personal representative or We are required to do so by law. We may transfer Your Personal Information to other countries which may not have the same level of data protection as your home country, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information.

For questions regarding Your Personal Information, please contact:

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

### **Marketing**

Unless You have informed Us otherwise, We may contact You to let You know about any goods, services or promotions that may be of interest to You. If You decide You would prefer not to receive promotional information from Us, You can contact:-

Warba Insurance Company K.S.C., WARBA Tower - Ahmad Al-Jaber St. Al-Abdulrazzak Sq. Safat, Kuwait City, Al Asimah 13103 Kuwait.

but if You do, You may miss out on special promotions.

\*Our reinsurers and their affiliates are the Chubb Group of companies, wholly owned subsidiaries of the ultimate parent company, Chubb Limited, a company registered in Switzerland and listed on the New York Stock Exchange.