

# "Fraudulent Charges"

# "CUSTOMER TERMS & CONDITIONS IN LIEU OF POLICY #: P/11/190301/1"

MetLife - AIG - ANB Cooperative Insurance Company

Al-Ibdaa Tower - King Fahed Road - Olaya District

P.O. Box: 56437, Riyadh 11554

Kingdom of Saudi Arabia

Tel.: +966 (11) 5109300 Fax: +966 (11) 5109396

Website: www.metlifeaiganb.com

For more information, please contact us at: info@metlifeaiganb.com

#### **MASTERCARD TITANIUM CARDS**

# **SUMMARY OF COVER**

Insurance Coverage	Maximum Benefit Amount (SAR)
Fraudulent Charges	
Sublimit – Card Lost	Per occurrence: 3,750
	Per aggregate: 7,500
Sublimit – Card Not Lost	Per occurrence: 3,750
	Per aggregate: 7,500

#### PART A

# FRAUDULENT CHARGES TERMS & CONDITIONS FOR SAUDI ARABIA CARDHOLDERS

#### SECTION I GENERAL DEFINITIONS

Terms with a specific meaning are defined below and have this meaning wherever they appear with an initial capital letter.

**Annual Aggregate Limit:** the maximum amount of benefit per Cardholder available during the **policy period**.

**ATM** means automatic teller machine.

**Bank account** means any account for personal use, with a qualified financial institution, against which the account holder can deposit and withdraw money, or, deposit and draw checks.

**Burglary** means the unlawful taking of your property, or an attempt thereof, by a person or persons who illegally entered **your** primary residence, using force or violence, with visible signs of forced entry.

**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.

**Credit account** means any credit arrangement, from a qualified financial institution, for personal use, such as a credit card account or a car/home loan account.

Cardholder(s)/Insured Person(s): all individuals who have been issued an Eligible Card, including secondary or additional cardholders on the same account, in the Territory where such Eligible Card is issued by a participating Issuer.

**Eligible Card:** the MasterCard World Elite, World, Platinum & Titanium credit or debit cards within the Territory.

**Eligible Cardholders:** those Cardholders with Eligible Cards that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of claim who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

**Issuer/Payment Card Issuer:** a bank or financial institution or like entity that is authorized by MasterCard to operate a MasterCard credit or debit card program in the Territory and is participating in the Fraudulent Charges offering to Cardholders.

**Lost** means no longer in Cardholders' possession due to having been (i) inadvertently misplaced, or, (ii) in an irretrievable place.

**Payments:** a payment to be made under the terms and conditions of the Policy by an Insurer.

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

**Policy:** this contract of insurance.

Policy Holder: MasterCard Asia/Pacific Pte.Ltd. ("MAPPL") c/o MasterCard Worldwide Saudi Arabia

**Policy Period:** 1<sup>st</sup> April 2016 to 31<sup>st</sup> March 2017

**Relative** means Cardholders' legally married spouse, legal civil partner, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

**Robbery** means the unlawful taking of **Cardholders'** property, by a person or person(s), by using violence or the threat of violence and who has/have caused, or threatened, physical harm to **you**, **Cardholders'** spouse and or civil partner and/or children under age 21.

**Rewards Program**: a program offered by the Issuer allowing the Cardholder to earn value (points, cash, etc.) and redeem rewards (merchandise, travel, etc.) on the Eligible Card.

**Stolen**: items that are taken by force and/or under duress or the disappearance of the item from a known place under circumstances that would indicate the probability of theft.

#### Insurance Company/Insurer: METLIFE-AIG-ANB COOPERATIVE INSURANCE COMPANY

**Territory**: Worldwide.

**Terrorist Act:** 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 the unlawful taking of property from **Cardholders'** care and or custody without consent, with the intent of gain, as a result of a **robbery** or a **burglary**.

**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** means the beneficiary of the insurance coverage.

Your means belonging or pertaining to you.

We, us, and our means the company providing this insurance – METLIFE-AIG-ANB COOPERATIVE INSURANCE COMPANY

#### SECTION II COVERAGE

We will cover the following, up to **per occurrence** and per **policy period** limits listed on the policy schedule (subject to any **deductible** as per policy schedule):

- 1. If your payment card is lost, or is the object of a theft, we will reimburse you for the unauthorized charges, for which you are responsible, on your payment card, up to 24 hours prior to your first reporting of the event to your payment card issuer(s).
- 2. If your payment card is still in your possession and unauthorized charges are made on your bank account and/or credit account, through: (i) in-store, (ii) telephone, (iii) ATM withdrawals, and/or (iv) on-line purchase(s), using your payment card information, we will reimburse you for the unauthorized charges, for which you are responsible, which are incurred up to two (2) months prior to your first reporting of the event to your payment card issuer(s).

#### **Coverage Exclusions**

#### We will not cover:

- 1. Costs other than those listed in Section "What **We** Cover";
- 2. Additional losses that occur due to **your** failure to comply with Section below, "Duties After A Loss";
- 3. Unauthorized charges made on **payment card** that was **lost** or the object of **theft**, more than **24** hours prior to **your** first reporting the event to **your payment card issuer(s)**;
- 4. Unauthorized **ATM** withdrawals that were made more than two (2) months prior to **your** first reporting the event to **your payment card issuer(s)**, **bank account** issuer(s) and/or **credit account** issuer(s);

- 5. Unauthorized charges made on **your payment card** if **your payment card** has not been **lost**, or the object of **theft**, more than two (2) months prior to **your** first reporting the event to **your payment card issuer(s)**;
- 6. Charges incurred by a resident of **your** household, or by a person entrusted with **your payment card**;
- 7. Losses that do not occur during the **policy period**;
- 8. Losses that result from, or are related to, **business** pursuits including your work or profession;
- 9. Losses caused by **your**, or **your relatives'**, illegal acts;
- 10. Losses that you have intentionally caused;
- 11. Losses that result from the intentional actions of a **relative**, or actions that a **relative** knew of or planned;
- 12. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- 13. Losses due to the order of any government, public authority, or customs' official.

# **Coverage Conditions**

- 1. You must comply with all terms and conditions by which your payment card(s) is/are issued.
- 2. **We** will only pay for unauthorized charges for which **you** are responsible under the terms and conditions of **your payment card(s)**.
- 3. You must submit evidence to us that unauthorized charges were made from your bank account or credit account.

## **Duties after a Loss**

In the event of a covered loss, **you** shall:

- 1. Contact **us** at +966 (11) 5109300 or email us at <a href="mastercard.services@metlifeaiganb.com">metlifeaiganb.com</a>, within **24** hours of **your** discovery of a loss, to obtain a claim form and instructions on what to do after a loss;
- 2. File a police report within 24 hours of discovering a theft, unauthorized charges or ATM withdrawals;
- 3. Report the **theft** or loss of **your payment card** to the **payment card issuer(s)**, **bank account** issuer(s) or **credit account** issuer(s), within **24** hours of discovering such **theft** or loss;
- 4. To the extent your payment card was not lost or the object theft, report the unauthorized charges, or ATM withdrawal(s), to the payment card issuer(s), bank account issuer(s) or credit account issuer(s), and to us, within 24 hours of your discovery of a loss;
- 5. Complete, sign and return the claim form to **us** with all the following documents, within 15 days of making the original claim:
  - documentation from the **payment card issuer(s)** verifying the unauthorized charges for which **you** are held responsible;
  - an official police report regarding the loss; and
  - all other relevant documents we may ask you to provide; and
  - Cooperate with **us** in investigating, evaluating and settling a claim.

## **Law & Jurisdiction**

This Policy will be governed by the laws and subject to the jurisdiction of the Kingdom of Saudi Arabia and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

#### **General Claims Notifications**

The **Insured Person** must give **the Company** a written notice of claim within thirty (30) days after the occurrence or commencement of any **Loss** covered by the **Policy** or as soon thereafter as is reasonably possible. In the event of **Accidental Death**, immediate notice thereof must be given to the **Company**. A written notice of claim by or on behalf of the **Insured Person** to the below address of **the Company** or to any authorized official of **the Company** with sufficient information to identify the **Insured Person** and the **Policyholder** shall be deemed as notice to **the Company**.

Claims Manager

MetLife - AIG - ANB Cooperative Insurance Company

Al-Ibdaa Tower - King Fahad Road - Olaya District

P.O. Box: 56437, Riyadh 11554 Kingdom of Saudi Arabia Tel.: +966 (11) 5109300 Fax: +966 (11) 5109396

Email: mastercard.services@metlifeaiganb.com

Office Timings: 9:00am to 5:00pm (Arabian Standard Time), from Sunday to Thursday

Languages Supported: English / Arabic

### **COMPLAINTS**

If you have a complaint about your Policy, please contact:

**Customer Service Group** 

MetLife - AIG - ANB Cooperative Insurance Company

Al-Ibdaa Tower - King Fahad Road - Olaya District

P.O. Box: 56437, Riyadh 11554 Kingdom of Saudi Arabia Tel.: +966 (11) 5109300 Fax: +966 (11) 5109396

Email: mastercard.services@metlifeaiganb.com

Information on Our internal complaint handling procedure will be provided to you by Our Customer Care Manager on request.

Authorised Representative
For and on behalf of

Metlife-AIG-ANB Cooperative Insurance Company

Dated: