

## **The American Express Card**

### **RETAIL PROTECTION**

This certificate provides details of insurance cover arranged by American Express Global Network Services for and on behalf of Amex (Saudi Arabia ) Ltd. for the benefit of the U.S. Dollar or Saudi Riyals billed American Express Card Cardmembers under the relevant Master Policies. [14053] 51UK428556 and PDAT/02/00278.

#### **Conditions of Coverage**

Submission of a claim does not relinquish you from your responsibility to settle your Card Account in accordance with the Cardmember agreement.

#### **EVIDENCE OF INSURANCE**

Cardmembers (defined below) are indemnified under the Policy (defined below) for all risks of direct physical theft or damage to property purchased solely for personal use with a Card (defined below) while the Policy is in effect, provided such theft or damage occurs within ninety (90) days after the date on which the property is purchased. Such indemnification is subject to a total limit of liability of US\$ 500 per insured occurrence and US\$ 48,000 per Cardmember in any twelve (12) month period and is further subject to the terms, conditions and exclusions of a policy issued by the Company to Amex (Saudi Arabia) Limited.

#### **IMPORTANT NOTES**

##### **A. This insurance is Supplementary**

The policy is not a substitute for other insurance which also insures against direct physical theft or damage to personal property. The Policy will indemnify the insured only to the extent that the direct physical theft or damage has not been paid by such other insurance and is subject to the Limitations and Exclusions contained herein.

##### **B. Lost Items**

Any items which have been left unattended in a place accessible to the public and which are not subsequently recovered shall not constitute theft within the terms of the policy.

#### **INSURED**

"A Cardmember" is an individual issued with the American Express Card billed in U.S. Dollars or Saudi Riyals (a Card or Cards). In addition, third party recipients of gifts or insured property from Cardmembers will be indemnified instead of the Cardmember for the theft or direct physical damage to such property, provided that the claim is made by the Cardmember in accordance with the Policy requirements.

## Limitations and Exclusions

### A. Limitation

1. The total liability of the Company for any item of property insured under the Policy shall not exceed the total amount reflected on the Cardmember's billing statement or store receipt with respect to that item (Purchase Price) or the sum of US\$ 500 per insured occurrence whichever is the lower.
2. For property purchased with a partial payment utilizing the Card, the total limit of liability will be prorated based upon the percentage the partial payment bears to the full Purchase Price.
3. Claims for items belonging to a pair or set, will be paid up to the full Purchase Price of the pair or set subject to (1.) above, provided that the items are unusable individually and cannot be replaced individually.

### B. Exclusions

1. There shall be no payment under the Policy for the first US\$ 100 of each Insured occurrence.
2. There shall be no payment under the Policy for the direct physical theft or damage arising from:
  - a. War, invasion, hostilities, rebellion, insurrection, confiscation by order of a government or public authority or risks of contraband or losses arising from illegal activity or acts;
  - b. Normal wear and tear;
  - c. Mysterious disappearance;
  - d. Damage arising from inherent product defects;
  - e. Theft of or from motor vehicles.
3. There shall be no payment under the Policy for direct physical theft or damage to:
  - a. Cash, or its equivalent, travellers cheques, tickets or any negotiable instruments;
  - b. Animals or living plants;
  - c. Jewelry, watches, precious metals and gem stones in baggage unless carried by hand and under the personal supervision of the Cardmember or Cardmember's travelling companion, previously known to the Cardmember.
  - d. Electronic equipment such as computers or computer-related equipment whilst at the place of employment.
4. In addition, there shall be no payment under the Policy:
  - a. For direct physical theft or damage to property as a result of direct physical abuse to one's property by the Cardmember;
  - b. For direct physical theft or damage to property where the property was procured by the Cardmember through fraud;
  - c. Where the Cardmember knowingly makes a false or fraudulent claim;
  - d. Where property stolen has not been reported to the appropriate authorities within 48 hours of discovery, and a written report obtained;
  - e. For any item of property left unattended in a place accessible to the public and not subsequently recovered.

## **DUE DILIGENCE**

The Cardmember shall use due diligence and do all things reasonably practicable to avoid or diminish any theft of or damage to property insured under the Policy.

## **Claims**

1. In the event of theft or damage, the Cardmember must, Telephone Retail Protection on 800 89 73 222 or +973 17 21 88 99 from outside the Kingdom or write to: Gulf Assist, Manama Center, Entrance 3, Floor 3, P.O. Box: 2790, Manama, Kingdom of Bahrain, Fax: + 973 17 21 51 77 Immediately, but in any event within forty-five (45) days after the date of such theft or damage and obtain a Claim Report Form. Warning: Failure to give such notice within forty-five (45) days after the date of theft or damage will result in loss of insurance provided under the Policy.
2. Complete and sign the Claim Report Form and return it with substantiating documentation to the above address as soon as possible, but in any event no later than ninety (90) days after the date of theft or damage.
3. Upon request from the Company , the Cardmember will send at the Cardmember's expense any damaged property for which a claim is made to an address designated by the Company .
4. Valid claims will be satisfied at the Company's sole option, either by replacing, repairing or rebuilding the stolen or damaged property or by credit to the Card Account in an amount not to exceed the Purchase Price, subject always to the Limitations and Exclusions contained herein.

## **SUBROGATION**

When a claim is paid, the Cardmember shall transfer, upon request from the Company, any damaged item to the Company and assign the legal right to recover from the party responsible for the theft or damage to the Company to the extent of the amount indemnified under the Policy.

## **NO ASSIGNMENT OF INTEREST**

No interest under the Policy may be assigned or transferred without the prior written consent of the Company. Assignment or transfer without such consent shall void all coverage as of the assignor/transferor and the assignee/transferee under the Policy.

## **PROCEEDINGS**

No action or proceedings against the Company by a Cardmember may be brought in any court of law in respect of any claim under the Policy unless:

- a. The Cardmember shall have complied with all the requirements of the Policy; and
- b. The action or proceedings are commenced by the issue of originating process within (12) months after the date on which the theft or damage occurred.

## **GOVERNING LAW AND JURISDICTION**

The Master Policy including any future amendments hereof, as well as its present and future interpretation, shall be governed by and construed in accordance with Saudi Law.

In any action or proceeding brought against the Insurer in relation to any matter arising under this Policy the Courts of Saudi Arabia shall have exclusive jurisdiction.

It is a condition of this Policy that in any action against the Insurer the Parties hereto are deemed:

- To have irrevocably submitted to the jurisdiction of the Courts of Saudi Arabia and
- To have irrevocably waived any objection they may now or hereafter have to the venue of such action or proceeding such Courts including, but not limited to, any objection that such action or proceeding was brought in an inconvenient forum.

The Benefits described herein are subject to all of the terms and conditions of the Policy which is held by Amex (Saudi Arabia) Ltd. This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy.

### **Termination of Insurance**

Insurance of the American Express Card Cardmember shall terminate forthwith on the earliest of the following events:

- The termination of Master Policy;
- The termination of "The American Express Card" account serviced by Amex (Saudi Arabia) Ltd.