

The American Express Gold Credit Card

Retail Protection

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.

This certificate provides details of insurance cover arranged by Arab Commercial Enterprises Ltd. for and on behalf of Amex (Saudi Arabia) limited with Gulf Assist (hereafter called the Company) under the relevant Master Policy number 27/03/FA/02/P00255.

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 SAR 3,000 per insured occurrence and SAR 180,000 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 an The American Express Gold Credit Card billed in Saudi Riyals (a Card or Cards). In addition, third party recipients of gifts or insured property from Cardmembers will be indemnified instead of 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 SAR 3000 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 pro-rated based upon the percentage the partial payment bears to the full Purchase Price.
3. Unless specifically and separately stated, the Insurance Company's liability in respect of each article or pairs of articles shall not exceed the indemnity stated under this Policy.
4. Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

B. Exclusions

1- The Policy shall not cover the following items not purchased using the The American Express Gold Credit Cards:

- a. Motorized conveyance of any nature whatsoever, including engines, equipment and any accessory intended solely for use in the conveyance.
- b. Land or Buildings (including but not limited to homes and dwellings).
- c. Consumables and perishables.
- d. Services (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods, property or professional advice of any kind).

2 - The Insurance Company shall not be liable in respect of:

- a. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration, arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- b. Mysterious disappearance.
- c. Damage arising from inherent product defects.
- d. Theft of or from motor vehicles.
- e. Loss or damage whether direct or indirect arising from war, war-like operations, Act of Foreign enemy, hostilities (whether war be declared or not),

civil war, rebellion, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by the order of any government or any other authority. In any action suit or proceedings where the Insurance Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.

- f. Any loss or damage arising through delay, detention or confiscation by customs or other authorities.
- g. Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss and legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing, radiation or contamination by radioactivity from any source whatsoever contributed to by or arising from nuclear weapons material.
- h. Consequential loss or legal liability of any kind

3 - There shall be no payment under the Policy for direct physical theft or damage to:

- a. Cash, or its equivalent, travelers cheques, tickets or any negotiable instruments;
- b. Animals or living plants;
- c. Jewellery, watches, precious metals and gem stones in baggage unless carried by hand and under the personal supervision of the Cardmember or Cardmember's traveling 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 or damage to property insured under the Policy.

Claims

In the event of theft or damage, the Cardmember must:

1. 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: 00 973 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. In the event of theft, the Cardmember shall obtain a Police Report. The Cardmember must also notify the Steamship Company, Airline, Hotel, or the Authority in whose care the property was at the time of any loss or damage.
3. 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.
4. 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.
5. Valid claims will be satisfied at the Company 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 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:

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

Law and Jurisdiction

This Policy shall be governed by and construed in accordance with the laws of Saudi Arabia and all actions or proceedings by a Cardmember arising out of or in respect of this Policy shall be subject to the exclusive jurisdiction of the local courts to which the Company hereby submits, and to which any Cardmember making a claim shall thereby submit. This is an important document and should be kept in a safe place but **THIS DOCUMENT IS NOT A POLICY OR CONTRACT OF INSURANCE**. The Policy is on file at the Offices of Amex (Saudi Arabia) Limited.