

AIG PERSONAL PROTECTION FOR MASTERCARD TITANIUM CREDIT CARD HOLDERS

AIG South Africa Limited agrees to provide insurance in terms of this policy during any period of insurance for which a premium has been paid.

IMPORTANT: CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION

By acceptance of this contract of insurance the insured acknowledges that the sharing of claims information and underwriting information (including credit information) by Insurers is essential to enable the Insurance Industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums

The insured, on his own behalf and on behalf of any person he represents herein, hereby waives any right to privacy in any insurance information provided by him or on his behalf in respect of any insurance policy or claim made or lodged by him and he consents to such information being disclosed to any other insurance company or its agent. The insured also acknowledges that the information provided by him may be verified against other legitimate sources or databases and waives any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning him. Any reference to the masculine gender shall include the female gender.

This insurance contract is conditional upon and will only come into effect following payment of the premium by Mastercard and receipt thereof by or on behalf of ourselves in accordance with the Premium Payment Due Date Clause below and is conditional upon acceptance by you of the **CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION** clause referred to above.

Any information supplied to us by Mastercard or by any other person acting on their behalf forms the basis of this contract.

THE SCHEDULE	
The Insured:	Mastercard
Period of Insurance:	1 April 2020 to 31 March 2021

Insurance Coverage:	Maximum Benefit Amount (USD)	
	Maximum amount payable Per occurrence:	Maximum aggregate limit per 12 months period:
TITANIUM CARDHOLDERS – PER CARD ISSUED		
Purchase Protection	\$500	\$1,000
ATM Robbery	\$250	\$400

Each insurance benefit limit described in this Guide is in United States Dollars (USD). Payment of claims will be made in local currency where required by law, with the official Foreign Exchange Rates published on the date Claim payment is made.

GENERAL DEFINITIONS

Wherever used in the policy, the terms stated below will have the meanings stated below.

ATM means an Automatic Teller Machine.

Business means your employment, trade, profession, occupation or business in which you are engaged for money or other compensation.

Card means a current and valid, Mastercard Titanium Credit Card issued by Standard Bank in South Africa including secondary or additional cardholders on the same account.

Covered Rental Trip means hire of the rental vehicle where the period of hire shown in the rental agreement is 30 days or less.

Eligible Card means a participating Standard Bank's Mastercard Titanium Credit cards.

Eligible Cardholders means those Cardholders with Eligible Cards that are valid and open at the time of service request who shall be entitled to receive Payment or such other benefit as is provided for in this Policy.

Mastercard means Mastercard Asia/Pacific Pte. Ltd., 3 Fraser Street, Duo Tower, Singapore 189352.

Mysterious Disappearance means the loss of Covered Purchases under unknown circumstances.

Natural Catastrophe means flood, windstorm, lightning, fire, explosion, landslide, volcanic action, earthquake and/or tsunami.

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

Physical Damage means direct and accidental loss to the rented vehicle including its permanently installed equipment, caused by, collision, upset, unintended physical harm, fire, flood, earthquake, windstorm, malicious mischief or vandalism, contact with a bird or animal, missiles or falling objects, or breakage of glass.

Relative means your legal spouse, civil partner, or any other person to whom you are a blood relative or related by marriage or adoption or customary law.

Robbery means the taking of your property by and person by using violence or threat of violence to you, your spouse, your children age under 21 or your civil partner.

Schedule means the Schedule of Benefits shown in the Declarations and Schedule of Benefits.

We / Us means **AIG SOUTH AFRICA LIMITED**, Sandown Mews West 88 Stella Street, Sandown, 2196 South Africa.

You / Your / Card holder means all individual natural persons who hold any current Mastercard Titanium Credit card issued by Standard Bank in South Africa that are valid.

GENERAL EXCLUSIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

We will not pay for:

1.
 - 1.1. loss of or damage to property related to or caused by:
 - a) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - c)
 - i. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - ii. insurrection, rebellion or revolution;
 - d) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - e) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - f) any attempt to perform any act referred to in clause d) or e) above;
 - g) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1.1 a), b), c), d), e) or f) above.

If we allege that, by reason of clause 1.1 a), b), c), d), e), f) or g) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.
 - 1.2. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No.85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
2. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof nor for any attempt to perform any such act.
3. any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to or arising from:

- 3.1. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- 3.2. nuclear material, nuclear fission or fusion, nuclear radiation;
- 3.3. nuclear explosives or any nuclear weapon;
- 3.4. nuclear waste in whatever form regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

If we allege that loss or damage is not covered by this policy, the burden of proving the contrary shall rest on you.

4. consequential loss of any kind or depreciation in value except as specifically provided for in any section of this policy.
5. confiscation or nationalisation or detention or requisition of any of the property insured by this policy by customs or other officials or authorities.

This policy shall be null and void and we will not liable to make any payments for liability under any section of this policy for any loss or claim where you or any beneficiary (ies) are the subject of laws, regulations, an embargo or other form of economic sanction that would prohibit us from providing such insurance or transacting business with you or any beneficiary (ies).

Furthermore no benefits or payments will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws or regulations governing this policy, you or any beneficiaries (ies).

This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

GENERAL EXTENSIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

Riot and Strike Extension – applicable only to property that is elsewhere than in the Republic of South Africa or Namibia.

We will pay for loss of or damage to property related to or caused by civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.

GENERAL CONDITIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

1. **Jurisdiction**
This policy is subject to the laws of the Republic of South Africa.
We will not pay for damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
2. **Prevention of loss**
You must take all reasonable precautions to prevent loss, damage or liability.
3. **Misrepresentation, misdescription and non-disclosure**
This policy or any section or item hereof will be voidable in the event of any misrepresentation, misdescription or non-disclosure of any material particular relating to this policy or any part of this policy throughout the entire period of insurance and not only at inception or renewal.
4. **Other insurances**
If the loss theft damage or breakdown is insured by any other policy or any other maintenance or repair contract, we will not pay more than our rateable proportion of such loss, theft, damage or breakdown. If such other insurance is subject to any condition of average, this policy will, if not already subject to average, be subject to average.
5. **Cancellation**
This policy may be cancelled by Mastercard or by us on giving 180 days written notice of cancellation.

If Mastercard cancel this policy, Mastercard will be entitled to a refund premium for the unexpired period of

insurance after deduction by us of our customary short-term premium for the period for which this policy was in force.

We may amend or cancel one or multiple covers by providing thirty (30) days written notice to Mastercard.

If we cancel this policy, we will refund to Mastercard a pro rata portion of the premium for the unexpired period of insurance.

Mastercard will notify the Cardholder on or before the date of such termination. It is your responsibility to ensure this insurance is current at the time a Credit Card was used to purchase an insured product.

6. Claims Conditions

6.1. CLAIM NOTIFICATION/ MAKING A CLAIM

To register your claim:

Log on to <https://www.mcpeaceofmind.com/Titanium>

Telephone: +27 (0)11 547 2066 or 0800 991 730 (toll free)

Email: satraelclaims@aig.com

Notice of claim must be given no later than ninety (90) days from the date of the incident. Failure to give notice within 90 days from the date of the incident may result in a denial of the claim.

6.2. On the happening of any event which may result in a claim under this policy you must:

- a) notify us in writing as soon as possible after such event and provide us with whatever details we may reasonably require;
- b) notify your bank of an ATM robbery as soon as possible;
- c) report the theft or loss of your Credit card to Standard Bank as soon as you discover such theft or loss;
- d) give us particulars of any other insurances covering the event;
- e) give us all the necessary information and assistance to:
 - i. settle or resist any claim
 - ii. recover our costs
 - iii. identify lost or stolen property should such property be recovered
- f) not abandon any property;
- g) provide us with the following documentation:
 - i. PURCHASE PROTECTION CLAIMS - a copy of the original purchase receipt and a copy of the Mastercard card statement(s) reflecting the full purchase price of the product.
 - ii. ATM ASSAULT CLAIMS
 - an authorization for us to obtain records from your bank (if applicable)
 - an original medical receipt showing a description of the emergency first aid charges for bodily injury that you incurred during an ATM robbery

6.3. We will not pay or be liable for any claim:

- a) unless you comply with all the above conditions;
- b) after 12 months have elapsed from the date of the event which gives rise to a claim;
- c) documentation from Standard Bank verifying the unauthorized charges for which you are responsible;
- d) a police report within thirty (30) days of incident relating to the loss or theft or ATM withdrawals or unauthorized charges;
- e) evidence from the police that the loss or theft or unauthorized charges or ATM withdrawal was made;
- f) A completed claim form and all other documentation we may require you to provide;
- g) particulars of any other insurances covering the event;
- h) If we deny liability and you do not take legal actions within 180 days of such denial or dispute provided that such 180 days period shall commence on:

- i. The date we have informed you of such denial or dispute or
- ii. If within 90 days of such denial you have made representations to us to reconsider such denial or dispute, the date on which we have informed you of our final decision.

7. Our rights after an event

After an event in respect of which a claim is or may be made under this policy we may:

- 7.1. enter, take or keep possession of the insured property where loss or damage has occurred and deal with it in any reasonable manner;
- 7.2. take over and conduct in your name the settlement of any claim and take proceedings at our expense and for our benefit in your name to recover any payment we have made under this policy. You must give us all necessary information and assistance in this regard;
- 7.3. take any action we deem necessary to enforce our rights by way of subrogation either prior or subsequent to our paying a claim.

8. Fraud

We will not pay for any claim if fraudulent means are used by you or anyone acting on your behalf to obtain any benefit under this policy or, if any loss destruction damage or liability arises from any wilful act or connivance on your part.

9. Breach of conditions

The conditions of this policy and its sections apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

10. Rights to other persons

Nothing in this policy gives any rights to any person other than you unless specifically provided otherwise. Any extension providing indemnity to any other person will not give the rights of claim to such person, the intention being that you must claim on behalf of such person. Your receipt shall in every case be a full discharge to us.

11. Sanctions

if, by virtue of any law or regulation which is applicable to an Insurer, its parent company or its ultimate controlling entity, at the inception of this Policy or at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an applicable embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defense to the Insured or make any payment of defense costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such embargo or sanction.

GENERAL PROVISIONS (apply to the whole policy unless specifically stated otherwise in any section of this policy)

1. Liability under more than one section

We will not be liable under more than one section of this policy in respect of loss or damage arising from the same event.

2. Meaning of words

Every word or expression to which a specific meaning has been given shall mean the same throughout this policy.

3. Premium payment

The premium is payable on or before the due date. We will not be obliged to accept any offer to pay premium after inception or renewal date but we may do so upon terms which we may determine.

PURCHASE PROTECTION

DEFINITION OF ITEMS INSURED

All items purchased new anywhere in the world but excluding living animals, plants, cheques, transportation tickets, securities or financial documents with an attached value, jewellery or gems, food or drinks or vehicles, watercraft or aircraft and their accessories.

INSURED EVENT

In the event of any item purchased and paid for entirely and solely by use of a card being lost stolen or damaged within 30 days of the date of such purchase that took place during the period of insurance, we will at our discretion replace or pay for the replacement of such item provided that:

1. such property is not otherwise insured;

2. we will not pay more than the Maximum amount payable per occurrence shown on the schedule or more than the amount shown under the heading "Per 12 months period of insurance".

We will not pay for:

1. loss of or damage to property resulting from or caused by:
 - 1.1. theft from any unattended vehicle unless the property is contained in a locked boot or concealed in a compartment of the vehicle in such a manner that the property is not visible to passers-by and there is forcible and violent entry in to the vehicle provided that this exclusion shall not apply to theft where the vehicle has been hijacked or has been involved in a road accident and due to circumstances beyond your control such property is left unprotected;
 - 1.2. any process of cleaning, repairing, dyeing, altering or restoring;
 - 1.3. the action of light or climatic or atmospheric conditions, but not storm, wind, water, hail, or snow, unless following an event which is not otherwise excluded;
 - 1.4. inherent vice or defect, vermin, insects, damp, mould, mildew, fungi, wet or dry rot, bacteria or rust;
 - 1.5. the wilful act or the dishonesty of any member of your family whether acting alone or in collusion with others;
 - 1.6. wear and tear or depreciation;
 - 1.7. Mysterious Disappearance;
 - 1.8. mechanical or electrical breakdown, failure, breakage or derangement not accompanied by other damage;
 - 1.9. items purchased for resale or items which are used goods, damaged goods, seconds or shop-soiled goods at the time of purchase;
 - 1.10. purchase of real estate and moveable fixtures or fittings which are intended to form part of a real estate purchase;
 - 1.11. items without the original manufacturer's serial number;
 - 1.12. items used for, or intended to be used for, commercial, retail, property rental, or other business purposes;
 - 1.13. damage to or breakage of firearms whilst in use;
 - 1.14. damage to china, glass (including cameras or spectacle lenses) or any other material of a brittle nature not accompanied by other damage;
 - 1.15. the special value which any item may have as part of a set or pair;
 - 1.16. the cost of reproducing images, sounds or data on tapes, compact disks, film or other magnetic medium;
 - 1.17. theft of any insured pedal cycle that is not securely locked to a fixed object or whilst not in a securely locked building when not in use nor for any accessory of such pedal cycle unless the whole pedal cycle is stolen at the same time.

SPECIFIC CONDITIONS

Basis of Settlement

The basis upon which the amount payable is to be calculated shall be the current replacement cost of the stolen lost or damaged property with new property of the same kind or type at the date of the insured even subject to the following limitations:

1. **Coin or bank note collections**

If a coin or bank note collection is purchased we will not pay:

- 1.1. for current coins or bank notes;
- 1.2. more than 65% of the value shown in any current recognised catalogue or US\$ 125.00 for any one coin or bank note whichever is the lesser amount.

2. **Stamp collections**

If a stamp collection is purchased we will only be liable if one or more complete pages of the collection are lost or damaged but we will not pay more than 65% of the value shown in any current recognised catalogue or US\$ 125.00 for any one stamp whichever is the lesser amount.

ATM ROBBERY

INSURED EVENT

If during the period of insurance you withdrew money from any ATM anywhere in the World using your Credit card and you are robbed of such money within 15 minutes of such withdrawal or if you are forced through a threat of violence to you by an unknown person to draw money from an ATM, we will pay you:

1. the amount you withdrew from that ATM and
2. any medical expenses incurred by you directly and solely resulting from such robbery.

provided that we will not pay in more than the limit any one claim or in any 12 months period of insurance more than the Maximum payable.

SPECIAL EXCLUSIONS

We will not pay for:

1. any claim for less than US\$ 30.00;
2. money drawn and intended for use in your business;
3. any claim related to any medical treatment due to mental illness, post-traumatic stress disorder or real or perceived emotional distress if you are robbed of money within 15 minutes of your having withdrawn such money from an ATM or if you are forced through a threat of violence to you by an unknown person to draw money from an ATM.