

**FRAUDULENT CARD  
MISUSE  
TERMS & CONDITIONS FOR CARDHOLDERS IN KUWAIT**

**TABLE OF BENEFITS**

<b>Card Type</b>	<b>Per Occurrence Limit</b>	<b>Annual Aggregate Limit</b>
Visa Signature	USD 2,500	USD 4,000
Visa Infinite	USD 3,000	USD 5,000
Visa Infinite Privilege	USD 3,000	USD 5,000

**GENERAL DEFINITIONS**

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

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

**ATM** means automatic teller machine.

**Bank account** means any bank 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.

**Cardholder(s)/Insured Person(s)** mean 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.

**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.

**Eligible Card** means Visa Signature or Visa Infinite or Visa Infinite Privilege Card issued within the Territory.

**Eligible Cardholders** means 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.

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

**Issuer** means 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 Fraudulent Card Misuse offering to Eligible Cardholders.

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

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

**Pharming** means a form of phishing which redirects users from an authentic website to a devious replica site, where the Cardholder is prompted to enter their details.

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

**Phishing** means an attack that exploits human error in the attempt to harvest credential or spread malware, usually via infected email attachments, links to malicious websites or links to downlands which automatically install malware without your permission.

**Policy** means this contract of insurance.

**Policy Period** means 1<sup>st</sup> of June 2022 to 31<sup>st</sup> of May 2023.

**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.

**Rewards Program** means 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.

**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.

**Smishing** means the act of using SMS text messaging to lure victims into a specific course of action, similar to Phishing where it can be an attempt to get the Cardholder to download malicious links or divulging information.

**Social Engineering** means attacks in the form of **Pharming, Phishing, Smishing** and **Vishing**. These attacks are carried out to deceive you into voluntarily transferring money (or other assets) to third parties by opening emails, instant messages, text messages and websites that appear to be from or belong to entities or people who you trust and/or are known to you.

**Stolen** means 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.

**Territory** means Kuwait.

**Terrorist Act** means 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**.

**Vishing** means a form of targeted Social Engineering attached that uses the phone. Types of Vishing attacks including recorded messages telling Cardholders their bank accounts have been compromised, which then prompts them to enter their details via their phone keypad, thereby giving the attacker accesses to their account.

**War** means 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.

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

**You** means Eligible Cardholders and beneficiary of the insurance coverage

**Your** means belonging or pertaining to you.

## **COVER**

This insurance will cover the following, up to the Cardholders' per occurrence and annual aggregate limits listed.

1. If Cardholders' Eligible Card is lost, or is the object of a theft, we will reimburse the Cardholder for the unauthorized charges, for which the Cardholder is responsible, on Cardholders' Eligible Card, in the 48 hours prior to the Cardholder first reporting of the event to the Issuer(s).

2. If the Cardholders' Eligible Card is still in the Cardholders' possession and unauthorized charges are made on the Cardholders' Bank Account and/or Credit Account, through: (i) in-store, (ii) telephone, (iii) ATM withdrawals, and/or (iv) on-line purchase(s), using Cardholders' Eligible Card information, Insurer will reimburse the Cardholder for the unauthorized charges, for which the Cardholder is responsible, which are incurred in the two (2) months prior to the Cardholder first reporting of the event to the Issuer(s).

## **EXCLUSIONS**

This insurance will not cover:

1. Costs other than those listed in Section "COVER"

2. Additional losses that occur due to your failure to comply with obligations as listed in Section **CONDITIONS**

3. Unauthorized charges made on Eligible Card that was lost or the object of Theft, more than 48 hours prior to Your first reporting the event to Your Eligible Card issuer(s);

4. Unauthorized ATM withdrawals that were made more than two (2) months prior to your first reporting the event to Your Eligible Card Issuer(s), Bank Account issuer(s) and/or Credit Account issuer(s);

5. Unauthorized charges made on Your Eligible Card if your Eligible Card has not been Lost, or the object of Theft, more than two (2) months prior to Your first reporting the event to Your Eligible Card issuer(s);

6. Charges incurred by a resident of Your household, or by a person entrusted with Your Eligible 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.

14. Losses to multiple cardholders due to any kind of single system-wide failure, malware, theft, misuse, mishandling and/or data hack of any data and/or databases and/or other forms of storage under the control of financial institutions, merchants, retailers or payment system providers for which they are responsible and/or liable and/or have relevant corporate insurance protection in place.

15. Losses due to **Social Engineering** attacks.

## **CONDITIONS**

This Policy will only insure the Policyholder's liability under the following conditions:

1. Cardholder must comply with all terms and conditions by which Cardholders' Eligible Card(s) is/are issued.

2. Insurer will only pay for unauthorized charges for which Cardholder is responsible under the terms and conditions of the Cardholders' Eligible Card(s).

3. Cardholder must submit evidence to Insurer that unauthorized charges were made from Cardholders' Bank account or Credit account.

4. Cardholders' account must be valid and in good standing for coverage to apply; Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or

on the date of would-be claim payment, Cardholders' account is in delinquency, collection, or cancellation status.

5. Coverage will be voided, whether before or after the loss, if Cardholder wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to Insurer.

6. Cardholder must use all reasonable means to avoid future loss at and after the time of a loss.

7. If we make any payment or otherwise make good on any loss applying under this policy, We shall be subrogated to all Cardholders' rights of recovery against any other person or persons and You shall complete, sign and deliver any documents necessary to secure such rights. You shall not take any action following a loss to prejudice such rights of subrogation.

8. In any action, suit or other proceedings where We allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on You.

9. 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 as shown on this policy

10. Coverages provided by this policy are in excess; this means that if, at the time of occurrence, You have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance – this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the terms and conditions.

11. 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.

## 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 30 days from the date of the incident. Failure to give notice within 30 days from the date of the incident may result in a denial of the claim. Notice should be sent to [creditcardclaims@crowco.me](mailto:creditcardclaims@crowco.me)

You will need to provide:

- Your name,
- First 9 digits of Your covered card number,
- Your address,
- The section under which you wish to make a 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 30 days of making the original claim:

- 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.

## **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**

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, 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.