

## EXTENDED WARRANTY TERMS & CONDITIONS FOR CARDHOLDERS IN KUWAIT

### TABLE OF BENEFITS

Card Type	Per Occurrence Limit	Annual Aggregate Limit
Visa Platinum	USD 2,500	USD 5,000
Visa Signature	USD 3,500	USD 6,000
Visa Infinite	USD 5,000	USD 7,500

### 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.

**Commencement Date:** 1 June 2016

**Eligible Item(s):** items with a minimum purchase price of USD 50, purchased new by You on or after the Commencement Date during the Policy Period solely for personal use, which has been charged fully (100%) to the Eligible Card, in a store located in the Territory (other than a Duty-Free-Zone) or via an Internet site where the sales company is registered in the Territory and the item is meant for use in the Territory and is not listed under 'What is not covered'.

**Eligible Card:** Visa Platinum, Signature or Infinite cards issued by a participating Issuer in the Territory.

**Eligible Cardholders or Cardholders:** Cardholders with Eligible Cards (including secondary or additional cardholders on the same account) issued by Visa that are valid, open and in good standing (not cancelled, suspended or delinquent) at the time of a claim who shall be entitled to receive payment or such other benefit as is provided for in this Policy.

**Extended Warranty Period:** the period starting the day after the original Manufacturer's Warranty expires. The extended warranty period will match the original Manufacturer's Warranty period up to a maximum of twelve (12) months.

**Insured Person:** Eligible Cardholders who meet the conditions to receive the coverage.

**Insurer/ We / Us / Our:** ILAF Takaful, Al Qebla - Abdul Aziz H. Al Sagar St. Al Khalid Tower - Mezzanine Floor P.O.Box: 24246 Al Safat 13103 Kuwait.

**Issuer:** 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 Extended Warranty offering to Eligible Cardholders

**Manufacturer's Warranty:** the contractual obligation to repair or to replace an article due to Mechanical Breakdown. This includes store brand warranties provided on store brand products.

**Mechanical Breakdown:** an internal malfunction of an Eligible Item which would have been covered by the terms of the original Manufacturer's Warranty, which is due solely to a defect in material or workmanship and which results in a failure of the Eligible Item to operate for the purpose for which it was designed.

**Pair or Set:** Items of personal property which are substantially the same, complementary or designed to be used together

**Per Occurrence Limit:** the maximum amount payable under the Extended Warranty Benefit for any Eligible Item

**Policyholder:** Visa International Service Association ("Visa")

**Policy Period:** 1 June 2016 to 31 May 2017

**Territory:** Kuwait.

**You / Your:** Eligible Cardholders and beneficiary of the insurance coverage

## **COVER**

### **What is Covered**

You are covered for repair costs of an Eligible Item after Mechanical Breakdown during the Extended Warranty Period.

Repair costs will be paid up to the original purchase price paid for the Eligible Item or up to the Per Occurrence Limit (local currency equivalent) whichever is less, subject to the Annual Aggregate Limit (local currency equivalent). If repair costs exceed the original purchase price paid, We will replace the Eligible Item with an equivalent model of similar specification with a value of no more than the original purchase price, up to the Per Occurrence Limit and subject to the Annual Aggregate Limit. If no equivalent model of similar specification is available, You will be credited with an amount equal to the original purchase price, up to the Per Occurrence Limit and subject to the Annual Aggregate Limit. The maximum paid per 365 day period is as shown in the Table of Benefits.

Where an Eligible Item is part of a Pair or Set, cover will extend only to the Eligible Item in respect of which there has been a Mechanical Breakdown and not to the rest of the Pair or Set.

### **Specific Conditions**

1. Eligible Items must have a minimum Manufacturer's Warranty of twelve (12) months; and cannot have greater than a maximum combined Manufacturer's Warranty and additional optional warranty period of three (3) years.
2. Eligible Items must have a valid Manufacturer's Warranty in the Territory, stating the extent of cover, the period of cover, what the manufacturer will do to correct the problem and whom to contact for service.
3. Eligible Items may be repaired or replaced or the Cardholders may receive reimbursement of the original purchase price less any rebates, discounts or rewards points.

### **What is Not Covered**

1. Non-electrical items;
2. Items without a serial number;
3. Boats, motorized vehicles including airplanes, automobiles and motorcycles, and any equipment, parts or accessories;
4. Computer software and other accessories to computers not fully assembled by the manufacturer;
5. Any customized, unique, or rare items;
6. Used, rebuilt, refurbished and re-manufactured items at the time of purchase;
7. Items purchased for resale, professional, or commercial use;
8. Items that are specified by supplier as a consumable item or items that shall be thrown away after usage, included, but not limited to bulbs, fuses, batteries, filters, belts, bags and printing cartridges;
9. Cleaning expenses;
10. The cost of rectifying blockages (except in the cooling system of refrigeration equipment);
11. Items which carry a "satisfaction guaranteed" promise that provides product replacement or benefits for anything other than Mechanical Breakdown;
12. Items which carry a Manufacturer's Warranty of longer than three years;
13. Expenses linked to supplier's withdrawal of a product;
14. Expenses linked to repairs caused by routine service, inspections or installations, or call out charges and other expenses where an authorized repairer cannot find any fault with the item;
15. Damage caused by not following the supplier's manual, instructions or installation guidelines, or the use of unapproved accessories;
16. Services, maintenance, repair, installation, assembly or rebuild costs;
17. Any shipping or promised time frames of delivery, whether or not stated or covered by the Manufacturer's Warranty;
18. Any costs relating to damage to Eligible Items caused by accident, neglect, abuse, willful damage, vermin and insect infestation, misuse, theft, sand, fire, earthquake, storm and tempest, lightning, explosion, aircraft impact, water damage, corrosion, battery leakage or Acts of God; or
19. Any costs associated with the disposal or removal of the items regardless of whether the item can be repaired or replaced.

## 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 request for service must be given as soon as reasonably possible. Written request for service shall be given within thirty (30) days after the occurrence of any loss. Notice should be sent to [visa@broadspire.eu](mailto:visa@broadspire.eu).

You will need to provide:

- Your name,
- First 9 digits of Your covered card number,
- Your address,
- Signed service request form, if provided,
- Copy of purchase receipt showing payment of the item was made entirely with the Eligible Card,
- Legible copies of all warranty information including, but not limited to: the manufacturer's original warranty; the store warranty; or any other applicable extended warranty
- Cardholder's statement of account showing the account is open and in good standing at the time of filing the service request.

***Cardholders may be required to send in the damaged item(s), at their expense, for further evaluation.***

## GENERAL CONDITIONS

**Fraud:** If the service request is in any respect fraudulent all benefits in respect of such request shall be forfeited.

**Governing Law and Jurisdiction:** This Policy, its eligibility and terms and conditions are to be interpreted according to the laws of Kuwait. Any dispute will be subject to the jurisdiction of the competent courts of Kuwait.

**Sanctions:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the (re)insurer, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, national law or United States of America

## 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:

ILAF Takaful, Al Qebla - Abdul Aziz H. Al Sagar St. Al Khalid Tower - Mezzanine Floor P.O.Box: 24246 Al Safat 13103 Kuwait.

In the event that You remain dissatisfied, You can refer the matter to Ministry of Commerce and Industry. Their contact details are:

### **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**

ILAF Takaful 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:

ILAF Takaful, Al Qebla - Abdul Aziz H. Al Sagar St. Al Khalid Tower - Mezzanine Floor P.O.Box: 24246 Al Safat 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:

ILAF Takaful, Al Qebla - Abdul Aziz H. Al Sagar St. Al Khalid Tower - Mezzanine Floor P.O.Box: 24246 Al Safat 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.