

# THE DUBAI DUTY FREE AMERICAN EXPRESS® CARD

## CERTIFICATE OF BENEFITS

This certificate provides details of Insurance cover arranged by AMEX (Middle East) B.S.C. (c) [AEME] with American Home Assurance Company (Dubai Br.) (hereafter called The Company), for the benefit of The Dubai Duty Free American Express® Cardmembers under Master Policy number A&H/AMEX/2018.

### **INDEMNITY LIMITATION**

Duplicate or multiple American Express Cards shall not obligate the Company in excess of the limits stated herein for expenses incurred by any one individual Insured Person as a result of any one incident covered under the Master Policy A&H/AMEX/2018.

### **TERMINATION OF INSURANCE**

Insurance of the Company Cardmember shall terminate forthwith on the earliest of the following events:

1. The termination of Master Policy;
2. The termination of the Cardmember's Dubai Duty Free American Express® card account serviced by AMEX (Middle East) B.S.C. (c).

### **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 the Law and Jurisdiction of Competent Courts of the United Arab Emirates.

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

1. To have irrevocably submitted to the jurisdiction of the above courts and
2. 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 (Middle East) B.S.C. (c). This Certificate replaces any prior Certificate which may have been furnished in connection with the Policy.

## RETAIL PROTECTION

### **RETAIL PROTECTION PLAN – CONDITIONS OF COVERAGE**

Submission of a claim does not relinquish you from your responsibility to settle your Dubai Duty Free American Express® 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 and the Purchase Price of the item exceeded AED 750. Such indemnification is subject to a total limit of liability of AED 1,500 per Insured occurrence and AED 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 (Middle East) B.S.C. (c).

### **IMPORTANT NOTES**

#### **1. 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.

## 2. **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 a Dubai Duty Free American Express® Card (a Card or Cards). In addition, third party recipients of gifts of 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 EXCLUSION**

### **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 AED 1,500 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 pro-rated 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 AED 750 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. **Jewellery, 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 ones 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**

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

Telephone or write to Retail Protection:

American Home Assurance Company (Dubai Br.)  
The H Hotel – Complex, Trade Centre First, 27th Floor, P.O. Box 40569  
Dubai, UAE

Telephone: (+971) 4 5096111

E-mail: [myClaim@aig.com](mailto:myClaim@aig.com)

1. 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.
5. Please remember that it is always advisable to retain copies of all documents when submitting the Cardmember's claim form.

## **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.

## **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 or proceedings are commenced by the issue of originating process within (12) months after the date on which the theft or damage occurred.

## **ASSISTANCE DEPARTMENT**

You can call the Assistance Department from anywhere outside the Middle East and receive assistance free of charge 24 hours a day, 365 days a year.

So, for example, if you have a medical problem at 2 a.m. in New York you can call and you will be referred to local medical practitioners to help you.

+1 817 826 7276 - Assistance Services provided by ASSISTANCE DEPARTMENT.

**ASSISTANCE DEPARTMENT** – the Assistance Service Provider, Travel Guard, 2929 Allen Parkway, 14th Floor, Houston, TX 77019

## **DEFINITION OF THE COVERED PERSON**

- The Dubai Duty Free American Express Cardmember\*
- His/her dependent family members

\*Card must be issued by AMEX (Middle East) B.S.C. (c) [AEME].

**GEOGRAPHICAL COVERAGE:** World-wide, outside card issuing country and country of your residence.

## **ASSISTANCE SERVICES**

There are four components of the Assistance Department:

1. Medical Emergency Assistance
2. Legal Emergency Assistance
3. Personal Assistance
4. Travel Oriented Assistance

### **1. MEDICAL EMERGENCY ASSISTANCE**

***Referrals to Medical Services:***

***Abroad***

ASSISTANCE DEPARTMENT will refer you to physicians, hospitals, clinics, ambulances, private duty nurses, dentists, dental clinics, services for the disabled, opticians, ophthalmologists, pharmacies, suppliers of contact lenses and medical aid equipment.

***Dispatch of a doctor on the spot:***

***Abroad***

If the Covered Person's condition or the circumstances require it ASSISTANCE DEPARTMENT will send a registered medical practitioner to assess your medical condition (the cost of health treatment and any doctor's fees shall be borne by the Cardmember).

***Hospital Admission:***

***Abroad***

ASSISTANCE DEPARTMENT will organise the Covered Persons hospital admission and, if requested, guarantee medical expenses (to be charged to Cardmember's account and subject to authorisation by AEME).

***Dispatch of necessary medicines which cannot be found locally:***

***Abroad***

If the Covered Person needs necessary medicine that cannot be found locally, or a suitable substitute is not available, we will despatch it to you, if legally possible. (The cost of the medicine shall be borne by the Cardmember. The cost of shipment shall be borne by ASSISTANCE DEPARTMENT).

***Transfer of lost or forgotten prescriptions:***

***No limitations***

When possible by law, ASSISTANCE DEPARTMENT shall endeavour to facilitate the transfer of a prescription from a Cardmember's home pharmacy to a local pharmacy. (The cost of the medication and any prescription charges shall be borne by the Cardmember).

### **2. LEGAL ASSISTANCE**

***Lawyer Referrals:***

***Abroad***

ASSISTANCE DEPARTMENT will make referrals to English speaking lawyers in the country of travel within the geographic scope. If requested and available, lawyers speaking other languages will also be referred.

***Legal Assistance: up to US\$ 1,000***

***Abroad***

If the Covered Person is jailed (or threatened to be) ASSISTANCE DEPARTMENT shall appoint and advance the fees of a lawyer (to be charged to Cardmember's account and subject to authorisation by AEME).

***Advance payment for bail bond: up to US\$ 10,000***

***Abroad***

If the Covered Person is jailed (or threatened to be) ASSISTANCE DEPARTMENT shall advance the bail bond (to be charged to Cardmember's account and subject to authorisation by AEME).

### **3. PERSONAL ASSISTANCE**

***Pre-Travel Advice:***

***No limitations***

Information for preparing a journey  
Information on visas, passports  
Information on inoculation requirements for foreign travel  
Information on customs and duty regulations  
Information on foreign exchange rates and value added taxes  
Referrals to American Express Travel Service Offices worldwide

**Travel Advice:****Abroad**

Referrals to Embassies or Consulates  
Referrals to Interpreters  
Dispatch of an Interpreter

In case of imprisonment or hospitalisation and circumstances demand the services of an interpreter, ASSISTANCE DEPARTMENT shall make the necessary arrangements (to be charged to the Cardmember's account and subject to authorisation by AEME).

**4. TRAVEL RELATED EMERGENCY ASSISTANCE****Cash advance: Up to US\$ 1,000****Abroad**

In the event of lost or stolen cash, Travellers Cheques, Credit and Charge Cards or in the event that there are no American Express TSOs or ATMs available at the Cardmember's location, ASSISTANCE DEPARTMENT shall advance cash to the Cardmember (to be charged to Cardmember's account and subject to authorisation by AEME).

**Urgent message relay****Abroad**

Transmission of urgent messages from the Covered Person to relatives, business associates, friends residing in his/her country of residence and vice versa.

**Luggage assistance****Abroad**

ASSISTANCE DEPARTMENT shall provide assistance in locating lost luggage and shall provide to the Cardmember regular updates on the location status.

**Assistance for return trip: Up to US\$ 1,000****Abroad**

In case of loss or theft of the Dubai Duty Free American Express Card or identity papers necessary to return home, ASSISTANCE DEPARTMENT shall provide assistance in replacing them. In the event of loss or theft of the transportation ticket to return home, a replacement transportation ticket shall be provided (to be charged to Cardmember's account and subject to authorisation by AEME).

**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.

**CONSUMER NOTICE ANALYSIS**

AIG is subject to compliance with US sanctions laws. For this reason, this policy does not cover any loss, injury, damage or liability, benefits, or services directly or indirectly arising from or relating to a planned or actual trip to or through Cuba, Iran, Syria, North Korea, or the Crimea region. In addition, this policy does not cover any loss, injury, damage or liability to residents of Cuba, Iran, Syria, North Korea, or the Crimea region. Lastly, this policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by any individual or entity identified on any applicable government watch lists as a supporter of terrorism, narcotics or human trafficking, piracy, proliferation of weapons of mass destruction, organized crime, malicious cyber activity, or human rights abuses.

**GENERAL EXCLUSION**

No Benefit of this policy shall apply in respect of planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea, or the Crimea region and actual travel in, to, or through Afghanistan or Iraq.

**PRIVACY POLICY**

To review our privacy policy, please go to <http://www.aig.ae>

## **DATA DISCLOSURE**

By entering into this contract of insurance, You consent to the Insurer processing data relating to You for providing insurance products and services, legal, administrative and management purposes and in particular to the processing of any sensitive personal data relating to You.

You consent to the Insurer making such information available to third parties including but not limited to any Group Company, those who provide products or services to the Insurer or any Group Company, and regulatory authorities, within and outside Your country of domicile.

## **COMPLIANCE**

The benefits of the Policy are subject always to Your full compliance with the terms and conditions to each Policy section.