

PURCHASE PROTECTION INSURANCE

Words in the masculine gender where used in this document are deemed to include the feminine gender.

When the Insured Person fully charges a Covered Article purchase to their eligible Credit Card, this Insurance protects that article if it is lost, stolen or accidentally damaged. The Insured Person is covered up to an amount per occurrence as stated in the Schedule of Compensation(s) herein, provided that the item is not covered under a manufacturers warranty, or under a shop-warranty, or under any other extended warranty agreement or source of indemnity, such as a household contents insurance.

DEFINITIONS

Covered Article:	Means an article purchased by an Insured Person, either for the Insured Person, or as a gift and entirely paid for by means of a Covered Account, <i>excluding</i> <ul style="list-style-type: none">[a]: Motor vehicles, motor cycles, motorboats or any motorised conveyances of any nature whatsoever and including engines and equipment and any accessory intended solely for use in the conveyance;[b]: Land or buildings (including but not limited to homes and dwellings);[c]: Travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent;[d]: Plants or animals;[e]: Consumables and perishables;[f]: Services and Extended Warranties (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind).
Covered Account:	Means an eligible Credit Card Account issued by the Master Certificate Holder as defined in the Schedule of Compensation(s).
Insured Person:	Means the holder of a valid, current Covered Account in which Purchase Protection Insurance features as an incorporated enhancement programme.
Theft:	Means unauthorised removal of a Covered Article from the possession of the Insured Person or of the person to whom it has been given as a gift, with intent to permanently deprive the Insured Person of it.
Common Carrier:	Means an individual or commercial concern which undertakes transportation of goods or passengers for hire or reward.
Country of Residence:	Means the Republic of Cyprus and/or countries where the Insured Person holds a valid passport.
War:	War shall mean War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial religious or other ends.
Terrorist Act:	Terrorist Act shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorist Act shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.
Valuables:	Means audio and video recording equipment (including CD's, DVD's, video and audio tapes), lap-top computers and ancillary equipment, stamps, deeds, manuscripts or securities of any kind, cameras, camcorders, electrical, electronic and photographic equipment, telecommunications equipment, radios, mobile personal stereo equipment players and accessories, telescopes and binoculars, antiques, jewellery, watches, semi-precious stones and articles made of or containing gold, silver or other precious metals, animal skins or hides, furs, leather goods, silks and perfumes, curios and works of fine art.
Unattended:	Means when the Insured Person is <u>not</u> in full view of and <u>not</u> in a position to prevent unauthorised interference with the Insured Person's property.

IMPORTANT GENERAL ADVICE AND SPECIAL TERMS AND CONDITIONS

1. This Certificate of Insurance contains certain Terms, Conditions and Exclusions and the Insured Person's failure to comply with them may mean that the Insurer of this Insurance will **not** accept any subsequent claim made.
2. The Insured Person is responsible for and **must** provide the Insurer or their appointed claim examiner (*GenAssist*) with **all** of the information and documents that they will need to allow them to examine and adjust the claim correctly and so pay the claim fairly and properly.
3. Many claims for lost, stolen or accidentally damaged items are caused by persons **not** being careful enough with their new purchase(s). If the Insured Person does **not** take good care of their property, the Insurers and/or Insurance Claim Examiner may totally, or partially reject, any claim subsequently made. Valuables are **not** covered if packed in Baggage and otherwise **must** be kept with the Insured Person at all times, until finally reaching their normal place of permanent residence.
4. Cover is **not** provided for loss or damage when the Insured Person fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Articles. Due Diligence means the performance of all vigilant activity, attentiveness, personal control and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Article from loss, theft or damage.
5. Liaison with the Police and **obtaining Police Reports** to support a claim is the sole responsibility of the valid **Marfin Laiki Bank Cardholder** and **not GenAssist** or **Marfin Popular Bank Public Company Limited**. Theft of articles **must** be reported to the local Police within **24 (twenty-four) hours** and a report or receipt obtained.
6. **Claims for Damaged Items:**

A Repair Estimate **must** be obtained either stating the cost of repairs or confirming that the article is beyond repair. **Salvage must** be retained for possible inspection together with a **photograph** of the damaged article where appropriate. For further claim evaluation, the Insured Person may be required to send the damaged item to an address designated by *GenAssist*, (on behalf of the Insurer), at the Insured Person's own expense and within **30 (thirty) days** from the date of request, otherwise the claim will be invalidated. For lost, stolen or damaged property, the Insured Person **must** provide a detailed description of the covered article along with its date of purchase and its value, allowing for any wear and tear at the time of the incident. **Bills, invoices** or other **proof of values are required** for every article claimed as lost, stolen or damaged within **90 (ninety) days** of purchase.
7. If purchased abroad, Valuables are **not** covered if packed in Baggage that the Insured Person checks-in at an airport or other departure zone. These **must** be kept with the Insured Person at all times. Should the Insured Person purchase particularly valuable items abroad which exceed the **Maximum Covered Article Limit** (as stated in the Schedule of Compensations), such purchase(s) should be insured under a separate **Transit Insurance** policy, because this Purchase Protection Insurance **cannot** guarantee that such articles will be covered for their full replacement value if lost, stolen or accidentally damaged.
8. Under **no** circumstances should newly purchased Valuables ever be left **Unattended**, or with persons **not** known to the Insured Person, particularly at an airport, seaport, railway station or in a hotel or in a ship's cabin or in vehicles, or any public place.
9. The Insurers shall **not** be liable for any claim for which the Insured Person fails to provide necessary, correct, original and/or official documents that are required by Insurers or *GenAssist* to support the intended claim. All documents submitted **must** be originals and **not** photocopies, computer scans or facsimile transmissions.

SCHEDULE of COMPENSATION #1

<u>MASTER CERTIFICATE NUMBER:</u>	SISLPP 07-09-123/00022
<u>CONTRACT NUMBER:</u>	SISLPP 07-09-123
<u>MASTER CERTIFICATE HOLDER:</u>	Marfin Popular Bank Public Company Limited
<u>ADDRESS:</u>	Card Services Centre Ellinas Building (2nd Floor) 85 Limassol Avenue CY-2121 Nicosia, Cyprus
<u>COVERED ACCOUNT:</u>	All Platinum and Business Card Accounts issued in Cyprus.
<u>PERIOD OF INSURANCE:</u>	From: 1st January 2008 at 12.01 am Local Standard Time; To: 15th June 2009 at 12.01 am Local Standard Time; both days inclusive.
<u>COVERED PERIOD:~</u>	
(a): DOMESTIC PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article within the Insured Person's usual Country of Residence.
(b): OVERSEAS PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article outside the Insured Person's usual Country of Residence.
<u>LIMITS OF INDEMNITY:</u>	
	(a): €2,000 Maximum any one Covered Article; nevertheless Insurers shall not be liable to pay more than the intrinsic value of a lost or damaged item which is part of a pair or set purchased as a single Covered Article;
	(b): €1,000 in all any one Cellular or Mobile Telephone;
	(c): €4,000 in all any one loss involving more than one Covered Article;
	(d): €10,000 in all in the Period of Insurance, any one Insured Person;
	(e): €500,000 in all in the Period of Insurance in respect of all Insured Person's.
<u>DEDUCTIBLES:</u>	
	(a): €50.00 each and every Occurrence or loss, each Insured Person.
	(b): €150.00 each and every Occurrence or loss any one Cellular or Mobile Telephone, each Insured Person.

SCHEDULE of COMPENSATION #2

<u>MASTER CERTIFICATE NUMBER:</u>	SISLPP 07-09-123/00022
<u>CONTRACT NUMBER:</u>	SISLPP 07-09-123
<u>MASTER CERTIFICATE HOLDER:</u>	Marfin Popular Bank Public Company Limited
<u>ADDRESS:</u>	Card Services Centre Ellinas Building (2nd Floor) 85 Limassol Avenue CY-2121 Nicosia, Cyprus
<u>COVERED ACCOUNT:</u>	All GOLD Card Accounts issued in Cyprus.
<u>PERIOD OF INSURANCE:</u>	From: 1st May 2008 at 12.01 am Local Standard Time; To: 15th June 2009 at 12.01 am Local Standard Time; both days inclusive.
<u>COVERED PERIOD:~</u>	
(a): DOMESTIC PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article within the Insured Person's usual Country of Residence.
(b): OVERSEAS PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article outside the Insured Person's usual Country of Residence.
<u>LIMITS OF INDEMNITY:</u>	
	(a): €1,500 Maximum any one Covered Article; nevertheless Insurers shall not be liable to pay more than the intrinsic value of a lost or damaged item which is part of a pair or set purchased as a single Covered Article;
	(b): €3,000 in all any one loss involving more than one Covered Article;
	(c): €7,500 in all in the Period of Insurance, any one Insured Person;
	(d): €500,000 in all in the Period of Insurance in respect of all Insured Person's.
<u>DEDUCTIBLE:</u>	€50.00 each and every Occurrence or loss, each Insured Person.

SCHEDULE of COMPENSATION #3

<u>MASTER CERTIFICATE NUMBER:</u>	SISLPP 07-09-123/00022
<u>CONTRACT NUMBER:</u>	SISLPP 07-09-123
<u>MASTER CERTIFICATE HOLDER:</u>	Marfin Popular Bank Public Company Limited
<u>ADDRESS:</u>	Card Services Centre Ellinas Building (2nd Floor) 85 Limassol Avenue CY-2121 Nicosia, Cyprus
<u>COVERED ACCOUNT:</u>	All CLASSIC Card Accounts issued in Cyprus.
<u>PERIOD OF INSURANCE:</u>	From: 1st May 2008 at 12.01 am Local Standard Time; To: 15th June 2009 at 12.01 am Local Standard Time; both days inclusive.
<u>COVERED PERIOD:~</u>	
(a): DOMESTIC PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article within the Insured Person's usual Country of Residence.
(b): OVERSEAS PURCHASES:	90 (ninety) days inclusive of the date of purchase of a Covered Article outside the Insured Person's usual Country of Residence.
<u>LIMITS OF INDEMNITY:</u>	
	(a): €1,000 Maximum any one Covered Article; nevertheless Insurers shall not be liable to pay more than the intrinsic value of a lost or damaged item which is part of a pair or set purchased as a single Covered Article;
	(b): €2,000 in all any one loss involving more than one Covered Article;
	(c): €5,000 in all in the Period of Insurance, any one Insured Person;
	(d): €500,000 in all in the Period of Insurance in respect of all Insured Person's.
<u>DEDUCTIBLE:</u>	€50.00 each and every Occurrence or loss, each Insured Person.

INSURING CLAUSE

In the event of the direct physical loss of or damage to a Covered Article within the Covered Period stated in the Schedule of Compensation(s), the Insurers will pay, subject to the Terms, Conditions and Exclusions of this Insurance, either

1. the cost of the Covered Article, or
2. the actual cost to repair or replace the Covered Article with an article of like kind and quality.

EXCLUSIONS

The Insurers will **NOT** pay

1. the first amount of each and every claim shown in the Schedule of Compensation(s) as "Deductible";
 2. more than the Limit of Indemnity stated in the Schedule of Compensation(s);
 3. for loss or damage which is covered under any other insurance or which would be so covered but for the existence of this Insurance;
 4. any amount by way of contribution;
 5. claims for loss of or damage to and/or Theft of:
 - [a]: Valuables contained in baggage which is **neither** carried by the Insured Person by hand **nor** under the personal supervision of the Insured Person;
 - [b]: sports equipment whilst in use, including firearms and weapons;
 - [c]: Cellular or Mobile Telephone(s), except **only** for **Platinum** and/or **Business Cardholders** (which are also subject to Deductible of **€150.00** for each and every loss or claim) and Cellular or Mobile Telephone(s) and their accessories (which include *i-Pods*, *MP3* players or similar mobile personal stereo devices and/or *GPS* navigation and tracking systems); including lap-top computers and core components including ancillary equipment and incurred inconvenience and reporting expenses.
 6. claims for articles which the Insured Person damages through alteration (including cutting, sawing or shaping) or abuse;
 7. claims for articles that are used, rebuilt or remanufactured or are purchased for resale or commercial use;
 8. claims for loss by Theft where Theft **cannot** be substantiated;
 9. claims for loss of or damage to property whilst in the care, custody or control of any airline, Common Carrier, their handling agent or shipping merchant;
 10. for loss or damage arising from the illegal act of the Insured Person (including Misrepresentation, Fraud, false swearing or deception and hiding a material fact);
 11. for loss from Unattended vehicles or Unattended items stolen from public places (including Cellular or Mobile Telephone(s) and their accessories belonging to a **Platinum** and/or **Business Cardholder**);
 12. for claims for loss by Theft where Theft was **not** reported to the Police, or an appropriate authority where the incident took place, immediately upon discovery and a written report obtained within 24 (**twenty four**) hours of loss;
 13. for claims for loss or damage where the Insured Person has failed to give notice of claim occurrence within 25 (**twenty five**) days of the incident that gives rise to a claim;
 14. for claims where the Insured Person does **not** have an **original** purchase invoice or sales receipt.
- for loss or damage arising directly or indirectly from**
15. wear and tear, gradual deterioration, depreciation in value, atmospheric or climatic conditions, insect, moth, vermin, inherent vice or damage, risks of contraband or inherent product defect and natural disaster;
 - 16[a]: War, chemical warfare, terrorism or any Terrorist Act, explosion of War weapons, release of weapons of mass destruction that do not involve an explosive sequence, invasion, acts of foreign enemies, hostilities, warlike operations (whether War be declared or not), civil War, civil commotion assuming the proportions of, or amounting to, an uprising, armed conflict, rebellion, revolution, riot, insurrection, use of military power or usurpation of government or military power, including participation except in self-defence, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, any act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs;
 - [b]: murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether War be declared with that state or not;
 - [c]: or taking part in armed force's services or operations of any country or of any declared or undeclared political organisation, or arising out of the intentional use of military force to intercept, prevent or mitigate any known or suspected Terrorist Act, or as a passenger on any passenger service operated by or of any declared or undeclared, military organisation.
 - 17[a]: ionising radiation's or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or;
 - [b]: the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 18. legal confiscation or detention by any government, public authority or customs official;
 19. Fraud or deception;
 20. claims for any purchases made by the Insured Person via the **InterNet** or any similar computer related transaction that is billed to a Covered Account;
 21. claims for shipping, delivery and handling expenses, installation, assembly, service or any warranty charges;
 22. claims for Covered Articles purchased within the occupied territories of the Republic of Cyprus;
 23. any claim that is attributable or is as a direct consequence of the Insured Person behaving irresponsibly.

CONDITIONS:

Cover is provided by this Insurance subject to observance of the following Conditions:

1. **Exercise of due care:** The Insured Person **must** take all necessary action to avoid or diminish loss or damage to Covered Articles, including taking all reasonable steps to get back any lost or stolen articles.
2. **Notification of Claims:** If any loss or damage occurs, notice of claim **must** be provided to the Insurers within **25 (twenty five)** days following the date of the loss or damage. All documents required in support of a claim shall be produced by the Insured Person and at the Insured Person's expense.
3. **Claim Forms:** The Insurer or their authorised agent, upon receipt of a notice of claim, will furnish to the Insured Person the necessary forms for filing Proof of Loss.
4. **Proof of Loss:** Written Proof of Loss, **which shall include the original purchase invoice or original receipt and the original Covered Account sales or card voucher or statement as evidence of payment by means of the Covered Account**, together with any other information or documentation necessary to support a claim **must** be furnished to the Insurers or their authorised agent within **25 (twenty five)** days following the date of the loss or damage. The Insurers will **only** pay claims that are completely substantiated in the manner requested within **90 (ninety)** days following the date of the occurrence giving rise to the claim.
5. **Reporting requirements:** Claims for Theft or loss of Covered Articles will **not** be considered unless the Theft or loss is reported to the Police, or an appropriate authority where the incident took place, immediately upon discovery and a written report obtained within **24 (twenty four)** hours of loss.
6. **Time of Payment of Claims:** Valid claims payable under this Insurance for any loss or damage will be paid immediately upon receipt of the written Proof of such Loss or damage and all required information or documentation necessary to support the claim. The Insurers may in any claim for damage recoverable hereunder, require the Insured Person to send the damaged article to an address designated by the Insurers at the Insured Person's own expense.
7. **Payment of Claims:** All claim payments will be made to the Insured Person.
8. **Legal Actions:** No action at law or in equity shall be brought to recover on this Insurance prior to the expiration of **25 (twenty five)** days after written Proof of Loss has been furnished in accordance with the requirements of this Insurance.
9. **Insurers Right of Recovery:** The Insurers may at their own expense take proceedings in the name of the Insured Person to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this Insurance and any amount so recovered or secured shall belong to the Insurers.
10. **Examination and Audit:** The Insurers shall be permitted to examine the Master Certificate Holder's records relating to the Insurance during normal business hours and upon reasonable advance notice at any time during the Insurance term and within **3 (three)** years after expiry of the Insurance or until final adjustment and settlement of all claims hereunder, whichever is later.
11. **Cancellation:** The Insurers may cancel this Insurance at any time by written notice delivered to the Master Certificate Holder or mailed to the last address as shown on the records of the Insurers, stating when, **not** less than **90 (ninety)** days thereafter, such cancellation shall be effective; the Master Certificate Holder may cancel this Insurance at any time by written notice delivered or mailed to the Insurers effective on receipt or on such other date as may be specified in the notice. In the event of such cancellation by either the Insurers or Master Certificate Holder, the Master Certificate Holder shall promptly pay the earned premium which has **not** been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.
12. **Misrepresentation and Fraud:** Coverage as to an Insured Person shall be void if, whether before or after a claim, the Insured Person has concealed or misrepresented any material fact or circumstances concerning this Insurance or the subject thereof, or the interest of the Insured Person therein, or if the Insured Person commits Fraud or false swearing in connection with any of the foregoing.
13. **Interpretation:** For the purposes of this Certificate, this Insurance is governed by and shall be construed to be, and have effect in accordance with English law, it being agreed however that in the event of a dispute between the Insurers and the Master Certificate Holder as to the interpretation of this Insurance, such dispute may be referred to a court of competent jurisdiction in the United Kingdom. The English interpretation of this Insurance and the words used shall prevail, should the wordings contained within this Certificate be translated into any other language than the English language.
14. **Claim Payments:** The Master Certificate Holder shall have no discretion as to which claims are paid, when they are paid **nor** the actual amounts paid to the Insured Person. All such decisions rest solely with the Insurers.

CLAIMS PROCEDURE

The Insurers have appointed the following Assistance Company to deal with claims:



Genesis Assistance Services Limited

GenAssist, PO BOX 23465, CY-1683 Nicosia, Cyprus

The Insured Person **must** help *GenAssist* and provide them with all of the information that they need to allow them to pay the claim properly.

In the event of a claim under this Insurance, the Insured Person should apply to *GenAssist* and/or **Marfin Laiki Bank** for a claim form either in writing or by telephone, **quoting their Credit Card Number, and within 25 (twenty-five) days** after the occurrence or commencement of any loss or event covered by this Insurance.

When completed, the form should be returned to *GenAssist* and/or **Marfin Laiki Bank** with **all** relevant documentation and the original card voucher and purchase receipt, to verify payment was made by the Card and any evidence to support the claim. *GenAssist* will promptly consider the claim and contact the Insured Person with their response. Insured Person's are advised to retain copies of all documents for their own reference.

Failure to complete the claim form correctly, or to sign the form, or to supply the required documentation, may prejudice or delay the Insured Person's right to indemnity under this Insurance. The documentation submitted is at the claimants expense and the Insured Person's attention is also drawn to the Deductibles applicable under this Insurance.

Payment of any claim shall be limited **only** to admissible expenses, after allowing for the amounts recoverable from any other organisation, or any insurance policy, or recoverable as damages.

Liaison with the Police and obtaining Police Reports is the sole responsibility of the Insured Person and **not** *GenAssist* and/or **Marfin Popular Bank Public Company Limited**.

TELEPHONE SERVICE FOR ADVICE/ASSISTANCE



Telephone Number: 00 357 22 51 92 11



Facsimile Number: 00 357 22 49 98 30



e-Mail: office@genassist.eu

Please note that the telephone will be answered by English speaking operatives who are also able to communicate verbally and in writing in the Greek language.

IMPORTANT NOTICE:

The Insured Person, or the Insured Person(s) executor(s); administrator(s); dependent(s); beneficiary(ies); legal heir(s) or personal representative(s) **must state the Credit Card Number of the Insured Person** to the Service Operator at either *GenAssist* and/or **Marfin Laiki Bank** when lodging the claim by telephone and should **quote the allocated Claims Reference Number** in all communications or correspondence with *GenAssist* and/or **Marfin Popular Bank Public Company Limited**.

FRAUDULENT CLAIMS AND MIS-DESCRIPTION:

If the Insured Person shall make a claim or any statement on a claim form knowing the same to be false or fraudulent, and in the event of Misrepresentation, Mis-description or non-disclosure in any material particular, by or on behalf of, the Insured Person, the Insurance provided for the Insured Person under this Certificate shall become void from the Effective Date and all premiums forfeited and may be referred to a solicitor for legal action. Any benefits so claimed and received **must** be repaid to the Insurer or their authorised agent through **Marfin Popular Bank Public Company Limited**.

ASSIGNMENT:

The benefits provided under this Certificate **are not** to be assigned by any Insured Person. The Insurers **shall not** be bound to accept nor be affected by any notice of any trust, charge, lien, purported assignment, or other dealing with, or relating to, the Policy.

ADJUDICATION OF A CLAIM:

The decision of the Insurers or their authorised agent in *GenAssist* and/or their Adjusters is full and final. Failure to give notice of claim within **25 (twenty-five) days** from the date of the incident will result in a denial of the claim. The Insurers will **only** pay claims that are completely substantiated in the manner requested and within **90 (ninety) days** following the date of the occurrence giving rise to the claim.