

AMERIABANK CJSC CARD INSURANCE TERMS

Approved by Management Board Resolution # 01/16/20 as of July 7, 2022

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1. Terms and Definitions

The terms used in Ameriabank CJSC Card Insurance Terms (hereinafter the “Terms”) have the meaning ascribed to them in “General Provisions” chapter of the Terms and the meaning set out below.

Insurance Policy means Card Fraud Insurance Agreement signed between Ameriabank CJSC (hereinafter referred to as the “Bank” or as the “Policy Holder”) and INGO ARMENIA CJSC (hereinafter referred to as the “Insurer” or the “Insurance Company”).

Card means a debit card with an overdraft opportunity and a credit card with a grace period issued by Ameriabank CJSC in Armenia and specified in Ameriabank CJSC Card Rates and Fees¹. This does not apply to ArCa cards, as well as additional cards under the debit and credit cards.

Card Account means a bank account opened in the name of the Cardholder and linked to the Card which is maintained in accordance with Ameriabank CJSC Payment Cards Terms and Conditions⁴ and Ameriabank CJSC General Terms and Conditions of Provision of Banking Services to Individuals².

Cardholder(s) means all individuals whose Cards issued by Ameriabank CJSC are eligible for insurance under these Terms.

Annual Aggregate Limit means the maximum amount payable/reimbursable by the Insurer to a Cardholder per card in case of occurrence(s) during the Policy Period.

Per Occurrence Limit means the maximum amount of compensation payable under these Terms per an Eligible Card for any single covered loss occurrence.

Burglary means the unlawful taking of the Cardholder’s property, or an attempt thereof, by a person or persons who illegally entered Cardholder’s 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.

Payments means a payment to be made by the Insurer in the cases specified in these Terms and/or the Insurance Policy.

Family Member means Cardholders’ legally married spouse and any of the following persons living with or running a joint economy with the Cardholder, such as parents, grandmother, grandfather, grandchild having reached the age of 18, son/ daughter having reached the age of 18 and his/her spouse, brother/sister having reached the age of 18, his/her spouse and their children having reached the age of 18, spouse’s parents and children having reached the age of 18.

Lost Card means a card, which is no longer in the Cardholder’s possession due to having been (i) inadvertently misplaced, or (ii) in an irretrievable place.

Stolen Card means a card that has been taken by force and/or under duress or has disappeared from a known place under circumstances that indicate the probability of theft.

Robbery means the unlawful taking of Cardholder’s 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 the Cardholder, Cardholder’s spouse and or civil partner and/or children under age 21.

¹ Ameriabank CJSC Card Rates and Fees (11RBD PL 72-56, approved by Management Board Resolution # 02/20/15 dated July 29, 2015), <https://ameriabank.am/useful-links>:

² Ameriabank CJSC General Terms and Conditions of Provision of Banking Services to Individuals (11RBD RL 72-01-01, approved by Management Board Resolution # 02/03/15 dated February 4, 2015), <https://ameriabank.am/useful-links>

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 Cardholder's care and/or custody without consent, with the intent of gain, as a result of a Robbery or a Burglary.

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.

ATM means automatic teller machine or any other automated self-service device used for financial transactions in accordance with the laws and regulations of the Republic of Armenia.

Occurrence has the meaning ascribed to the term in sections 2, 3 and 4 of the Terms.

Written or In writing means a way of submitting instructions or information to the Bank through a document signed by the Cardholder or otherwise authorized by the Cardholder in a way agreed between the Cardholder and the Bank in advance (online/mobile banking, phone banking, etc.) or via other electronic communication means satisfactory to the Bank and enabling identification.

2. General Provisions

2.1. These Terms have been developed based on the Insurance Policy and are valid during the validity term of such Insurance Policy³.

2.2. For the purposes of these Terms, an Eligible Card (hereinafter also referred to as the "Card") means the following types of cards:

2.2.1. Cards with an overdraft or a line of credit, or

2.2.2. Cards with no overdraft or a line of credit attached, where the Cardholder has given consent to insure the Card.

2.3. The main terms and Conditions of the Eligible Card insurance are set out in the table below:

2.3.1. Amount of insurance	Per card <ul style="list-style-type: none">Per occurrence limit: EUR 2,000Annual aggregate limit: EUR 5,000
2.3.2. Deductible	N/a

³If these Terms are not revised in the scope of renewal of the Insurance Policy by the Bank and the Insurance Company, these Terms shall be deemed valid under the renewed Insurance Policy.

2.3.3. Insurance cover	<p>The Insurance Company will cover the following under these Terms, up to the Cardholders' per occurrence and annual aggregate limits listed.</p> <ol style="list-style-type: none"> 1. If the Cardholders' Eligible Card is lost, or is the object of a theft, the Insurance Company will reimburse the Cardholder for the unauthorized charges in the 48 hours prior to the Cardholder first reporting of the occurrence to the Bank in accordance with Ameriabank CJSC Payment Cards Terms and Conditions⁴. 2. If the Cardholders' Eligible Card is still in the Cardholder's possession and unauthorized charges are made on the Cardholders' card/credit account using Cardholders' Eligible Card information, through any or a few of the options below: <ul style="list-style-type: none"> • in-store, • telephone, • ATM withdrawals, and/or • on-line purchase(s), including payments via online platforms • topping up e-wallet <p>the Insurer will reimburse the Cardholder for the unauthorized charges, which are incurred in the two (2) months prior to the Cardholder first reporting of the occurrence to the Bank in the manner prescribed by Ameriabank CJSC Payment Cards Terms and Conditions⁴.</p>
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3. Insurance Terms and Conditions

- 3.1. Costs associated with insurance of the cards with a line of credit/overdraft issued by the Policyholder shall be incurred by the Policyholder, while those associated with insurance of other cards shall be incurred by the Cardholder.
- 3.2. In case of Cards with a line of credit or an overdraft, the insurance will be valid through the whole term of the line of credit/overdraft issued via the Eligible Card, unless the Insurance Policy is terminated earlier for any reason, and shall terminate from the time of termination of the credit obligation, whatever the reason. If for any reason the Insurance Policy is terminated earlier than the due date of the line of credit/overdraft or the insurance period specified in the Insurance Policy is shorter than the terms of the line of credit/overdraft, the insurance shall be terminated upon expiry of the Insurance Policy or expiry of the insurance term envisaged under the Insurance Policy.
- 3.3. The insurance of cards specified in clause 2.2.2. of the Terms shall be valid during the entire validity period of the Eligible Card for a term specified in the Insurance Policy (the insurance will be automatically renewed). Should the Card be closed for any reason before the expiry date specified in the Insurance Policy, the Card insurance will be valid during such shorter term. The Customer may terminate the Card insurance described in this clause, by giving prior written notice to the Bank and repaying insurance-related obligations to the Bank in full (if any).
- 3.4. Policyholder's failure to insure Cards with a line of credit/overdraft shall not be construed as breach of any obligation by the Policyholder and/or negligence on part of the Policyholder, nor the Policyholder shall be held liable for such failure. Where the insurance costs are borne by the Cardholder and the Policyholder fails to insure the Cards, the respective insurance costs shall be deducted pro rata. All risks associated with failure of the Insurer to pay compensation for any reason shall be borne by the Cardholder. In no event shall the Policyholder be held liable for failure of the Insurer to pay compensation and/or any part of it.
- 3.5. The Insurance Policy will only insure the Policyholder's liability under the following conditions:

- 3.5.1. Cardholder shall comply with all terms and conditions⁴ of the Policyholder based on which Cardholder's Eligible Card(s) is/are issued.
- 3.5.2. The Insurer will only pay for unauthorized charges for which Cardholder is responsible under Ameriabank CJSC Payment Cards Terms and Conditions⁴.
- 3.5.3. Cardholder shall submit evidence to the Policyholder that unauthorized charges were made from the Cardholder's Card Account.
- 3.5.4. Cardholder's Card Account must be valid and in good standing for Coverage to apply. Insurance compensation will not be paid if the Cardholder has outstanding obligations to the Policyholder as of the date of the occurrence, there is a lien on the funds on the card account or the card account is in the cancellation process.
- 3.5.5. Coverage will be voided, whether before or after the loss, if Cardholder willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to Insurer.
- 3.5.6. Cardholder must use all reasonable means to avoid future loss at and after the time of a loss.
- 3.5.7. If the Insurer compensates any loss under the Insurance Policy, the Insurer shall be subrogated to all Cardholder's rights of recovery against any other person or persons and the Cardholder shall complete, sign and deliver any documents necessary to secure such rights. The Cardholder shall not take any action following a loss to prejudice transfer of such rights of subrogation.
- 3.5.8. In any action, suit or other proceedings where the Insurer alleges 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 the Cardholder.
- 3.5.9. 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 in these Terms per card.
- 3.5.10. Coverages provided by these Terms are in excess. This means that if, at the time of occurrence, the Cardholder has other valid and collectible insurance, such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance, the Insurance Policy will only cover the amount not covered by such other insurance, up to the limits of the specific coverage as shown in these Terms.
- 3.5.11. The Insurer has no duty to provide coverage under these Terms unless there has been full compliance with the duties that are detailed in each section of these Terms.

4. Exclusions (charges and cases not covered by Insurance Policy)

The following cases will not be covered according to these Terms and the Insurance Policy.

- 4.1. Costs (charges) other than those listed in Section "Cover"
- 4.2. Additional losses that occur due to Cardholder's failure to comply with obligations as listed in clause 2.3. of the Terms (Insurance Terms and Conditions).
- 4.3. Unauthorized charges made on Eligible Card that was lost or the object of theft, more than 48 hours prior to the Cardholder first reporting of the event to the Bank.
- 4.4. Unauthorized ATM withdrawals that were made more than two (2) months prior to Cardholder first reporting the event to the Bank
- 4.5. Unauthorized charges made on Cardholder's Eligible Card if the Eligible Card has not been lost, or the object of theft, more than two (2) months prior to Cardholder first reporting the event to the Bank
- 4.6. Charges incurred by the Cardholder's Family Member
- 4.7. Losses that do not occur during the Policy Period
- 4.8. Losses that result from, or are related to, business pursuits including Cardholder's work
- 4.9. Losses caused by Cardholder's illegal acts
- 4.10. Losses that the Cardholder has intentionally caused

⁴ Ameriabank CJSC Payment Cards Terms and Conditions (11RBD/12CIB RL 72-01-03, approved by Management Board Resolution # 03/17/15 dated July 8, 2015), <https://ameriabank.am/useful-links>.

- 4.11. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned
- 4.12. 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, uprising, military or usurped power, martial law, terrorism, or the act of any lawfully constituted authority or vandalism of any kind. In addition, such exclusion is not applicable to losses caused due to strikes, riots and/or civil commotion, as well as losses caused by war, military and/or terrorist acts.
- 4.13. Losses due to the order of any government, public authority, or customs' official
- 4.14. Losses to multiple (more than 1% of the eligible cards insured by the Bank under the Insurance Policy) Ameriabank CJSC Cardholders due to, 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.

5. How to Make a Claim and Receive Compensation

- 5.1. The Cardholder shall notify the Policyholder about the occurrence in writing no later than in 20 days from the date of the occurrence and no later than in 48 hours where the Cardholder discovers that the Eligible Card has been lost or stolen, by submitting a chargeback claim in the form approved by the Policyholder.
- 5.2. The Policyholder shall handle the submission of the compensation claim in accordance with the Insurance Policy based on the chargeback claim completed and submitted by the Cardholder to the Policyholder in the form approved by the Policyholder. If requested, the Cardholder shall submit the copy of the original written police report (if any) as well as any other documents the Insurer may request the Cardholder and/or the Policyholder to provide.
- 5.3. Insurance compensation shall be paid directly to the Cardholder's Eligible Card account.
- 5.4. If the Cardholder is not satisfied with the Insurer's services, the Cardholder should contact the Insurer. Disagreements and disputes between the Insurer and the Cardholder arising out of a property claim for an amount within AMD ten million or foreign currency equivalent may be settled through the Financial System Mediator.
- 5.5. The Cardholder's right to claim compensation under the Eligible Cards and the Insurance Compensation transferred to the Cardholder's account with the Bank opened in connection with the Eligible Card, shall be considered pledged in favor of the Policyholder from the time of origination of the specified right and obtaining the Cardholder's consent to these Terms, to secure the Cardholder's credit and/or other monetary obligations to the Policyholder under the Eligible Card. Hereby the Cardholder gives his/her unconditional and irrevocable consent for the Policyholder to manage, at its own discretion and subject to its consent, the insurance compensation received for the Eligible Card and the right to claim such amounts due to the fact of these amounts and the right to claim them having been pledged in favor of the Policyholder, and to use them solely for repayment of the Cardholder's monetary obligations to the Policyholder under the Cardholder's Eligible Cards, or to provide them to the Cardholder.

6. Provision and Use of Personal Information

- 6.1. Once the Cardholder accepts these Terms, the Cardholder provides an irrevocable consent for the Policyholder to provide to and receive from the Insurer the first 9 digits of Cardholder's card number, Cardholder's name and address, the details of the occurrence and related transaction, as well as other information constituting insurance secrecy (including personal data) in relation to the credit and/or debit card insurance.
- 6.2. The Insurer is the data controller and assumes full responsibility to protect the privacy of customers and the confidentiality and security of personal information entrusted to the Insurer and any information treated as confidential according to the Republic of Armenia laws and regulations.
- 6.3. For the purposes of this document, personal information/data shall mean any information that identifies an individual and contains any sensitive personal information (e.g. information about health or medical condition(s)). Personal Information includes also any information that identifies another person whose information has been provided to the Insurer by the Cardholder directly or via the Policyholder.
- 6.4. The Insurer will use the Cardholder's personal information and the personal data provided by the Cardholder for the purpose of providing insurance services. By providing personal information and accepting these Terms, the Cardholder agrees to the use of such information by the Insurer, Insurer's group companies, reinsurers, Insurer's service providers/ business partners and agents

for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of the Insurer's business operations. The Insurer may also pass the Cardholder's personal information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires the Insurer to do so in accordance with the applicable legislation.

- 6.5. Unless the Cardholder has informed the Insurer otherwise, the Insurer may contact the Cardholder to inform about any goods, services or promotions the Cardholder may be interested in. If the Cardholder prefers not to receive promotional information, the latter may contact the Insurer.