



GK GENERAL INSURANCE COMPANY LIMITED

NEW KINGSTON Knutsford Boulevard | LIGUANA Sovereign Ctr. | DOWNTOWN Duke Street | MANDEVILLE Midway Mall | MONTEGO BAY Fairview Shopping Ctr. | PORTMORE Portmore Town Ctr.
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CREDIT CARD INDEMNITY FORM

THIS TELEPHONE INDEMNITY is made the _____ day of _____, 20____, between _____ and _____ (hereafter referred to as the “Client”) of _____ and GK GENERAL INSURANCE COMPANY LTD (hereafter called GKI) with registered office situated at 19-21 Knutsford Boulevard, in the parish of ST. ANDREW.

The Client has requested that GKI honour instructions provided by telephone to GKI, from time to time, from the Client in relation to any and all of the Client’s existing policies or any future policies which the Client may have with GKI (instructions received by such transmissions being hereinafter referred to as “telephone instructions”).

IN CONSIDERATION of GKI agreeing to accept telephone instructions from the Client as aforesaid, the Client agrees as follows:

- 1. that GKI may act on any telephone instructions given by the Client from time to time including instructions related to all withdrawals from your credit card, and the Client voluntarily and with full knowledge takes and assumes any and all risks, associated therewith;
- 2. that once telephone instructions have been received by GKI purportedly from the person (or from any of the persons, if more than one) authorised from time to time to sign in accordance with the mandate or other valid instructions from the Client to the GKI, GKI shall have no obligation to check or verify the authenticity or accuracy of such telephone instructions purporting to have been sent by the Client (regardless of whether GKI may have, or may in the future, choose to so check or verify) and may act thereon as if same had been duly given by the Client;
- 3. that in acting on telephone instructions GKI shall be deemed to have acted properly and to have fully performed all obligations owed to the Client, notwithstanding that such telephone instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Client shall be bound by such instructions on which GKI may act if GKI has in good faith acted in the belief that instructions were given by the Client.
- 4. the Client shall not subsequently provide GKI with written instructions bearing original signature(s) of the Client where prior instructions to effect the same transaction have been received to GKI by telephone. The Client acknowledges that where telephone instructions are followed by subsequent written instructions bearing original signature(s) of the Client contrary to the above, this may lead to GKI giving effect to these instructions more than once. The Client acknowledges that in such event it shall bear the risk of such duplication occurring and shall indemnify and hold GKI harmless against all losses, liabilities, claims or damages which may arise as a result of GKI acting more than once on such duplicated instruction.
- 5. GKI may, in its absolute discretion, decline to act on or in accordance with the whole or any part of a telephone instructions pending further enquiry to or further confirmation (whether written or otherwise) by the Client, so however that GKI shall not be under any obligation to so decline in any case, and GKI shall in no event or circumstances be liable in any respect for not so declining;
- 6. GKI may also decline to act on any telephone instructions if, in our opinion, to do so may be illegal or in breach of any obligation GKI owes to a third party; or if it would cause GKI to fail to comply with any regulation, code or standard in force from time to time that applies to GKI
- 7. to release GKI from and indemnify and hold GKI harmless against all actions, proceedings, claims, losses, damages, costs and expenses whatsoever arising in consequence of, or in any way related to, GKI having acted in accordance with the whole or any part of any telephone instructions including all withdrawals from my/our credit card or having exercised (or failed to exercise) the discretion conferred upon GKI in Clauses 5 and 6 above.
- 8. that you will be bound by this Telephone indemnity and that it will be in effect until you notify GKI in writing that you wish to cancel the Telephone Indemnity.

I/We confirm that I/we agree to the terms and conditions above knowing full well that they are irrevocable and therefore my/our signature certifies that I have read and agreed to the clauses set out above in this Telephone Indemnity Form (Credit Card)

CLIENT NAME

CLIENT SIGNATURE

CLIENT NAME

CLIENT SIGNATURE