

GENERAL CONDITIONS

Definitions:

Certain words have specific meanings when they appear in this policy. These meanings are shown below. They are printed in bold type. Any other words not appearing in the definition section will follow the English language definition:

Accident means a sudden and unforeseen specific event that happens unexpectedly caused solely and directly by violent external and visible means which occurs at an identifiable time and place resulting in Injury.

Benefit means the risks covered under this policy as specified in the **Policy Schedule**.

Beneficiary- The person or persons nominated by the Cardholder as stated on the Policy Schedule, if not mentioned then the beneficiary will be the legal heirs of the Cardholder.

Cardholder means a primary account holder of the **Credit Card Facility** with the Policyholder and who meets the **Eligibility Criteria** to receive the **Benefits** under this policy.

Claim means the occurrence of an event that triggers one or more of the **Benefits**.

Commencement Date means the date the primary account **Cardholder** is enrolled under this policy by the **Policyholder**.

Credit means the credit or other financial arrangement authorized by the **Policyholder** and provided to the **Cardholder** under a **Credit Card Facility**.

Credit Card Facility means the **Policyholders Credit Card Facility** which has been nominated as the facility to which the **Benefits** under this policy are to apply.

Date of Event shall mean the date to be considered for the purpose of establishing if a Claim is payable under the policy. The **Date of Event** in respect of each of the risks covered is specified in the Special Conditions.

Eligibility Criteria means the conditions that the **Cardholder** must meet to be insured under this policy.

Illness means a sickness or disease of the **Cardholder**.

Indebtedness means the total amount outstanding on the **Cardholder's Credit Card Facility** on the **Date of Event** excluding any **Credit** facility provided after the **Date of Event** subject to the **Cardholder's** credit limit.

Injury means bodily injury sustained in an **Accident** directly and independently of all other causes.

Insurance Period means the dates during which this policy is operative as detailed in the **Policy Schedule**.

Medical Practitioner means a person who:

- Is legally qualified by degree in western medicine and legally authorized in the geographical area of his or her practice to render medical and surgical services.
- Is a specialist in an area of medicine appropriate to the cause of the Claim
- Is not a member of the **Cardholder's family**

Policyholder means the bank named in the Policy Schedule .

Policy Schedule means the issued policy document outlining

information and policy details such as, **Benefits, Sums Insured** and limits. Covers only apply if shown in the **Policy Schedule** and up to the maximum amount shown thereon.

Pre-existing Condition means any Injury or Illness:

- Which existed before the Commencement Date, which presented signs or symptoms of which the Cardholder was aware or should reasonably have been aware, or
- For which treatment, or medication, or advice, or diagnosis has been sought or received during the two years prior to the Commencement Date by the Cardholder from a Medical Practitioner, chiropractor, osteopath or any other practitioner of a similar kind, or
- Which was known by the Cardholder to exist prior to the Commencement Date whether or not treatment, or medication, or advice, or diagnosis was sought or received

Scope of Coverage means the context of occurrence or time in which a Benefit applies as specified in the Policy Schedule. Where this is not specified, it is assumed that the Scope of Coverage is 24 hours.

Sum Insured means the amount payable under each cover of the Policy Schedule and in accordance with the policy terms and conditions.

Terrorism shall mean an act of terrorism and includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes, including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which:

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

Waiting Period means a period of time consisting of consecutive days counted from the Commencement Date. Claims with a Date of Event during the Waiting Period are not valid.

We/Us/Our/Ours means Orient Insurance PJSC

Article: Insurance Agreement

The policy provides cover for the sections and the Insurance Period shown in the **Policy Schedule**.

This policy is an agreement between the **Policyholder** and Us. **We** agree to provide insurance on the basis set out in this policy based on information provided by the **Policyholder** and provided the premium is paid when due and **We** agree to accept it.

This policy together with the **Policy Schedule** and any specifications or endorsements should be read as one contract. The Policyholder agrees to declare to **Us all Cardholders** to be covered under this policy and to pay premiums. The cover is applicable only to Primary **Cardholders** and excludes Corporate Cards.

The **Policyholder** and **Cardholders** must adhere to all the conditions and endorsements of this insurance. If he/she does not, **We** may not pay his/her claim or reduce the amount of any claim payment.

We have relied on the information provided by the **Policyholder** and the **Policyholder** must provide us complete details about the **Cardholders** and such information provided must be true and complete for the policy to be valid. The **Policyholder** must tell **Us** immediately if at any time any of the information on which this insurance is based is incorrect or changes. Failure to do so may result in the insurance no longer being valid and claims not being met. If in doubt about any change, please let **Us** know. The changes if accepted by **Us** will apply from the date indicated on the updated **Policy Schedule**. In this case **We** will be entitled to vary the premium and terms for the rest of the **Insurance Period**.

Article 2: Provisions

The following provisions apply to this insurance

1. Entire Contract

This policy including application, **Policy Schedule**, riders, endorsements, attachments and amendments, if any, will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by **Us** and evidenced by endorsement.

2. Marketing

Should any discrepancies arise between the policy and any literature received by the **Cardholder** or **Policyholder**, the terms, conditions, endorsements and exclusions in the policy will govern in all cases.

3. Third Party

This policy is between **Us** and the **Policyholder** only and all of its provisions and conditions are for the sole and exclusive benefit of those parties. Nothing in this policy, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this policy or any of its provisions. Receipt of **Benefits** paid will be a valid discharge of Our liability under this policy. This policy cannot be ceded, assigned or in any way transferred to a third party.

4. Tax or Imposts

The onus will always be on the **Policyholder** to ensure, correctly admit and pay any tax liability in consideration of any **Benefit** being paid that may incur tax or imposts of any nature.

5. Age Limit

The insurance shall apply to a **Cardholder** within the age limits as stated in the **Policy Schedule** and the Special Conditions for each risk covered as of the **Commencement Date**.

6. Maximum Liability

Our maximum liability in respect of any one Claim and any one **Benefit** per **Cardholder** shall not exceed the Maximum Amount Payable as stated in the **Policy Schedule** under this policy.

7. Misrepresentation

If the **Cardholder**; or anyone acting for the **Cardholder**, or the **Policyholder** makes a statement in the application form or in connection with any claim knowing the statement is false or uses any fraudulent means or devices to obtain any benefit under this policy **We** will not be liable for any Claim. All covers under this policy shall cease and no premium will be refunded. This policy shall be considered void at Our discretion in the event of misrepresentation, mis-description or non-disclosure by or on behalf of the **Cardholder** or **Policyholder** of any information material to this policy.

8. Legal Action

No legal action against **Us** shall be brought to recover on this policy before filling a written claim on **Us** in accordance with the procedures mandated in Article 3-Claims set out below and detailed in the Special Conditions for each covered risk.

9. Compliance

The **Cardholder** and **Policyholder** must follow Our advice or instruction otherwise **We** may decline to pay the whole or any part of the claim. Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

10. Premium Payments:

The premium is payable on the date they become due and **We** shall not be liable for any claim arising under this policy that occurs prior to receipt of the premium. **We** shall not be obliged to accept premium tendered to **Us** after such date but may do so upon such terms as Our sole discretion may determine. The onus will always be on the **Policyholder** to pay any tax liability in consideration of any premium being paid that may incur tax or imposts of any nature.

A grace period will be granted for the payment of any premium falling due after the first premium.

We will allow the **Policyholder** thirty-one (31) days for the payment of premium. During this period **We** will keep this policy in force. If after this period the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

11. Renewal

The policy will renew automatically and the **Insurance Period** will be extended for a period of one year from the expiry date unless **We** or the **Policyholder** issue a notice of Cancellation as per the below provision. We reserve the right to amend any terms and conditions, including but not limited to the premium rates or Benefits or exclusions of this policy at the time of renewal of this policy. **We** will provide an amended **Policy Schedule** reflecting the new terms within 15 days of renewal taking place.

12. Cancellation

This policy may be cancelled at any time by **Us** or the **Policyholder** by issuing ninety days written notice in advance and in such event the **Policyholder** shall be entitled to a refund of premium.

In the event the plan offered under the policy is on monthly premium basis:

1. If the policy is cancelled prior to inception of the policy then We shall refund the full premium.
2. If the policy is cancelled post inception of the policy then the policy shall lapse at the next premium payment date falling due after the first premium payment date

In the event the plan offered under the policy is on annual premium basis paid in advance:

1. If the policy is cancelled prior to inception of the policy then We shall refund the full premium.
2. If the policy is cancelled post inception of the policy then the unearned premium shall be refunded on a pro-rata basis for the balance of the months of cover due under the plan.

13. Cardholder Coverage

Coverage under this policy starts automatically in respect to each Cardholder as of the **Commencement Date**. The **Cardholder** has the option to opt out of the scheme at any time.

In case the **Cardholder** decides to enrol again, a new **Commencement Date** and a new **Waiting Period** will apply and will be reflected in an amended certificate. Coverage in respect to a **Cardholder** shall automatically terminate at the earliest of the dates specified below:

- (i) The premium due date when any or any part of the premium pertaining to this policy is not paid;
- (ii) The expiry date of the policy, if the right to Cancellation is exercised by either party.
- (iii) In respect to any specific risk covered, the date the Cardholder no longer meets the Eligibility Criteria for that coverage.
- (iv) In respect to any specific Cardholder, the last day of the monthly billing cycle during which the Cardholder opts out of the scheme.
- (v) Subject to the above Provision 7 - Misrepresentation;

14. Governing Law and Jurisdiction

The interpretation of this Policy is governed by and shall be construed in accordance with the laws of the United Arab Emirates. In the event of a dispute or difference between **Us** and the **Policyholder** as to the interpretation, effect, or validity of this Policy the parties agree to submit to the exclusive jurisdiction of the courts of the United Arab Emirates, unless a valid arbitration agreement has been entered into between the **Policyholder** and **Us**, in which case **We** and the **Policyholder** agree that any dispute or issue arising under or in respect of this Policy, including in relation to the breach, termination or validity of the Policy, shall be referred to arbitration in accordance with the provisions of the arbitration agreement

15. Language

This policy has been written in both the English and Arabic languages. In the event of any discrepancy in interpreting this policy, the Arabic language will prevail.

16. Statement of Purpose for Collection of Personal Data

All the personal information collected or held by Us, howsoever obtained, may be used by **Us** or disclosed to any individual or organization within or outside United Arab Emirates for the following purposes: (1) to assess and service this policy, (2) to provide marketing material for **Us** or **Our** associated companies and (3) to conduct insurance claims or analysis.

17. Data Furnished by the Policyholder

The Policyholder shall maintain, and shall furnish to Us upon request, the names of all persons initially insured, of all new persons who become insured and of all persons whose insurance is cancelled, together with the data necessary for the calculation of premium.

18. Anti-Money Laundering Regulations

The **Policyholder** will supply **Us** with any such information or documents that We requests in order to comply with the Anti-Money Laundering Regulations applicable to **Us** in line with the relevant laws and regulations of Switzerland and United Arab Emirates. The policy will only commence or pay the proceeds of a Claim when the **Policyholder** or their representative(s) have provided all the information required by **Us** that complies with the Regulations. Failure to provide the information and/or documents in a timely manner may cause a delay in processing a transaction. In such circumstances **We** will not be held responsible for the consequences of any such delay.

Article 3: Eligibility Criteria

A Cardholder must meet the following conditions to be insured under this policy:

1. Meet the eligibility criteria of the **Policyholder** in order to become a **Cardholder**.
2. Is the primary **Cardholder** of a Credit Card Facility provided by the **Policyholder**.
3. Be enrolled by the **Policyholder** under this policy
4. Not having opted out of the policy
5. Meet the Eligibility Criteria of the different covers under this policy as outlined in the Special Conditions
6. The benefits under this policy shall be extended only to Primary **Cardholders** and not to an additional or supplementary **Cardholder**.
7. Cover under this policy does not apply to Iraq and Afghanistan and in countries where war has been declared or after it has been recognized as a war zone by the United Nations
8. The **Cardholder** is aged between 18 and 65.

Article 4- Exclusions

The following exclusions apply to all risks covered under this policy. We will not cover losses arising directly or indirectly from:

1. Any illegal or unlawful act by the **Cardholder**.
2. Any **Pre-existing Condition**, congenital or hereditary condition.
3. **Claims** with **Date of Event** prior to the **Commencement**

Date, during the **Waiting Period** or outside of the **Insurance Period**.

4. Suicide, attempted suicide or any deliberate or self-inflicted injury
5. **Claims** incurred by **Cardholders** that do not meet the Eligibility Criteria.
6. Insanity, mental or nervous disorders including, but not limited to, anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism.
7. Alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind, other than the proper use of medications regularly prescribed by a **Medical Practitioner**.
8. Any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising thereof, venereal disease, services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices.
9. Air travel where the **Cardholder** is other than a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft.
10. Engaging in any kind of occupational activities underground or aerial photography; handling or requiring the use of explosives; naval, military or air force service or operations or armed force services (including being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization).
11. Engaging in a sport in a professional capacity or where the **Cardholder** would or could earn income or remuneration from engaging in such sport.
12. Dangerous sports even as an amateur, such as: mountaineering or rock climbing, bungee jumping, scuba diving, pot holing or other underground activities, BMX stunt riding, boxing, gymnastics, high diving, martial arts, micro-lighting, any kind of motor racing, outdoor endurance or outward bound courses, show jumping, stunt events, water ski jumping, white water rafting, wrestling.
13. Any loss, attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named.
14. Chronic fatigue syndrome or myalgic encephalomyelitis.
15. Any event arising from war, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection, labour disturbances, riot, strike or lockout, military force or coup.
16. Any loss of or damage directly or indirectly arising from nuclear radiation, nuclear fission, nuclear fusion and/or any kind of radioactive contamination, as well as the dispersal or

application of pathogenic, poisonous, biological or chemical material.

17. Any terrorist act or bomb incident or threat thereof as well as the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act.
18. Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any **Policyholder&/or Cardholder** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Policyholder&/or Cardholder** would violate any applicable trade or economic sanctions law or regulation.

SPECIAL CONDITIONS- ACCIDENTAL DEATH

Definitions:

In addition to the ones outlined in the general conditions, following apply to this cover:

Accidental Death means loss of life due to an Accident

Article 1: Object of the cover

The cover hereon has the following purpose:

If after the Commencement Date a Cardholder suffers an Injury as a result of an Accident, which solely and independently from any other cause results in the Death of the Cardholder during the Insurance Period; and within fifty two (52) consecutive weeks after the date of the Accident, We will pay the Beneficiary an amount of AED 150,000 per Cardholder, irrespective of the number of cards held by a Cardholder.

Article 2: Provisions

In addition to the ones outlined in the General Conditions, the following apply to this cover:

1. Date of Event:

The date of death of the Cardholder.

2. Non-Cumulative Benefits:

Any Benefit payable under this cover should be reduced by any amount paid under any other cover that reduced the Indebtedness of the Cardholder.

3. Waiting Period:

This benefit is subject to a nil Waiting Period

Article 3: Claims

In addition to what is outlined in the general conditions, the following applies to this cover:

1. Timeliness of Notice:

Claims under this cover must be reported to Us no later than thirty days from the **Date of Event**. The onus will always be on the **Cardholder** to provide sufficient supporting documents deemed necessary by **Us** to process the claim. Failure to do so may result in appraising the claim to **Our** own discretion and decision.

2. Documents to be provided:

In order to process claims under this cover **We** need a copy of the following documents:

1. The Death Certificate.
2. The national identity card or a copy of the passport and visa page if applicable.
3. The Post Mortem Report (wherever legally required).
4. The Police Report on the Accident that originated the Claim.
5. The Medical Report including a detailed diagnosis with cause of death if required where the cause is not clearly mentioned in the Death Certificate.
6. Any other documents which may be required by us.

SPECIAL CONDITIONS- PERMANENT TOTAL DISABILITIES DUE TO ACCIDENT

Definitions:

In addition to the ones outlined in the General Conditions, the following apply to this cover:

Permanent Total Disablement due to Accident means that the Cardholder is rendered unable to earn income in any occupation, trade or profession due to an Accident. The disability should be for a period of fifty two consecutive weeks and at the end of that period, it should be in the opinion of a Medical Practitioner/ in our Opinion- beyond reasonable hope of improvement, total, continuous and permanent.

Article 1: Object of the Cover

The cover hereon has the following purpose:

If after the Commencement Date a Cardholder suffers an Injury as a result of an Accident, which solely and independently from any other cause results in Permanent Total Disablement of the Cardholder during the Insurance Period, We will pay the Beneficiary an amount of AED 150,000 per Cardholder, irrespective of the number of cards held by a Cardholder.

Article 2: Provisions

In addition to the ones outlined in the General Conditions, the following apply to this cover:

1. Date of Event:

The date of recognition of Permanent Total Disablement by a Medical Practitioner.

2. Non Cumulative Benefits:

Any Benefit payable under this cover should be reduced by any amount paid under any other cover that reduced the Indebtedness of the Cardholder.

3. Waiting Period:

This benefit is subject to a nil Waiting Period.

4. Waiver of the Consolidation Period:

In case of total and irrevocable loss of sight of both eyes, or the loss or severance of two or more limbs (at or above wrist

or ankle), the consolidation period of fifty two weeks can be waived by Us and the state of Permanent Total Disablement recognized immediately.

Article 3: Claims

In addition to what is outlined in the General Conditions, the following applies to this cover:

1. Timeliness of Notice:

Claims under this cover must be reported to Us no later than thirty days from the Date of Event. The onus will always be on the Cardholder to provide sufficient supporting documents deemed necessary by Us to process the claim. Failure to do so may result in appraising the claim to Our own discretion and decision.

2. Documents to be provided:

In order to process claims under this cover We need a copy of the following documents:

1. The national identity card or a copy of the passport and visa page.
2. A Disability Certificate from an authorised Medical Practitioner which provides a full diagnosis of the claimants' health status, details of treatment provided and cause of disability.
3. The Police Report on the Accident that originated the Claim.
4. A copy of all medical documents including hospitalisation and surgery reports, histology reports, specialists' reports, laboratory reports and any other related to the claim.
5. Evidence that a registered occupation was carried out on the 1st day of the continuous period of disability
6. Any other documents which may be required by us.

3. Evaluation of Disablement:

We reserve the right to evaluate the Total Permanent Disablement in the light of the documents provided and appoint a Medical Practitioner to confirm the validity of the Claim and the relevant Date of Event.

Policy Schedule

Insurer:	Orient Insurance PJSC
Country of Issue:	United Arab Emirates
Insured:	Any Customer eligible to be insured under this Policy.
Policyholder:	First Abu Dhabi Bank PJSC «FAB»
Insurance Period:	From: 2016/06/01 to 2017/12/31 (both days inclusive). Auto renewed for next year subject to terms and conditions
Premium Due Date	Monthly at the end of every following month
Geographical limit	World Wide
Insurance Coverage: Credit Protection for FAB credit cards	
Special Condition 1: Accidental Death	AED 150,000
Special Condition 2: Permanent Total Disablement (Accident only)	AED 150,000