

Commercial Bank of Dubai PSC
Credit Card -Group Personal Accident & Sickness Insurance Terms & Conditions

Definitions

For the purpose of this Policy, the following definitions shall apply unless the context otherwise requires:

Accident means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any Illness or disease) which results in physical bodily Injury (but does not include mental, nervous or emotional disorders, depression or anxiety).

Bank/Policyholder means Commercial Bank of Dubai PSC

Benefit means the benefit amount payable to the Insured under the scope of this Policy in respect of Death any cause, Terminal illness, Permanent Total Disability (Accident and Sickness), Temporary Total Disability (Accident and Sickness) and Involuntary Loss of Employment.

Cardholder means a primary account holder of the Credit Card Facility with the Insured who subscribed to the Benefits under this Policy and has not been disqualified by the provisions of this Policy to be eligible to receive the Benefits under this Policy.

Company means Oman Insurance Company PSC.

Commencement Date means the date the Cardholder is enrolled for this Policy by the Insured or the date of inception of this Policy whichever is later.

Credit means the credit or other form of financial accommodation provided by the Insured to the Cardholder under the Credit Card Facility.

Credit Card Facility means the Bank's credit card facility which has been nominated as the facility to which the Benefits under this Policy are to apply.

Credit Limit means the maximum Credit provided by the Insured to the Cardholder.

Date of Event means any one of the following:

1. In respect of Death, the date of Death, as certified by a competent authority, happening after the Commencement Date and during the Policy Period.
2. In respect of Permanent or Temporary Total Disablement the date of recognition of Permanent or Temporary Total Disablement by a competent authority resulting from an accident or illness happening/manifesting after the Commencement Date and during the policy period.
3. In respect of Terminal illness, the date of recognition of Terminal Illness by a competent authority resulting from sickness happening/manifesting after the Commencement Date and during the policy period.
4. In respect of Involuntary Loss of Employment (ILOE) means the date of notice of termination served to the Cardholder after the Commencement Date and during the Policy Period.

Death means death due to accident.

Geographical Limit coverage will be worldwide for all benefits, however restricted to UAE with respect to ILOE & TTD

Illness means a disease or sickness first occurring after the Commencement Date.

Indebtedness means the total amount outstanding in the Cardholder's Credit Card Facility as on the Date of Event but excluding any use of Credit Card Facility availed after the Date of Event, subject to a maximum of the Cardholder's Credit Limit.

Injury means bodily Injury resulting from an Accident which is within twelve months from the date of such Accident and results in Cardholder's Death.

Insured means Bank as specified in the schedule of this policy

Involuntary Loss of Employment or 'ILOE' means unemployment of the Cardholder arising out of the unilateral decision of his employer to terminate his employment contract without citing any reason or for any reason other than those mentioned under exclusions in the Policy

Minimum Age at entry means 18 completed years of age of the Cardholder

Maximum Age at entry means 64 completed years of age of the Cardholder. However, this is restricted to **59** completed years of age with respect to ILOE.

Maximum Coverage Age means 70 completed years of age of the Cardholder. However, this is restricted to **60** completed years of age with respect to ILOE, and 65 years for all other benefits

Outstanding Balance shall mean the cumulative amount of the Cardholder's Indebtedness as stated in each Cardholder's statement of account as the total amount due to the Insured for the transactions stated in their respective statement of account, including without limitation all Credit Card Facility's transactions, fees, finance charges, additional expenses, disbursements being debited to the Credit Card Facility and forming part of each Cardholder's statement of account

Policy means this document, any supplementary contracts or endorsements any amendments hereto signed by the Company and the Insured, the details provided by the Cardholder in their respective Credit Card Facility enrolment forms, and the details provided by the Insured to the Company, all of which shall together constitute the entire contract between the parties.

Policy Period means a period beginning from the Policy Effective Date.

Pre-existing Condition means illness, disease or sickness occurring or manifesting, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Commencement Date.

Proof of Loss means the documents required to be submitted to the Company evidencing the Death, Permanent Total Disability (PTD), Terminal illness, Temporary Total Disablement (Accident & Sickness) or Involuntary Loss of Employment (ILOE) of the Cardholder to the satisfaction of the Company.

Terminal illness means;

- The illness either has no known cure or has progressed to the point where it cannot be cured and
- In the opinion of the attending Consultant, the illness is expected to lead to death within 6 months of the remaining term of the cover. This cover excludes pre-existing medical conditions.

ELIGIBILITY CONDITIONS

1. The cardholder must meet the eligibility criteria stipulated by the Bank.
2. The cardholder shall be within the age criteria specified herewith.
3. The cardholder should be a national or an expatriate resident in UAE
4. Employed with the same employer for at least 6 months (for ILOE)
5. Must have full time permanent employment contract (for ILOE)

SCOPE OF COVER

Section 1 - Death Benefit (Due to Accident)

In the event of the Death of the Cardholder due to Injury - arising out of a cause not specifically excluded under this Policy after the Commencement Date and during the Policy Period, the Company subject to the receipt of required Proof of Loss to the satisfaction of the Company shall, indemnify the Insured up to the amount of the Cardholder's indebtedness as on the Date of Event subject to a maximum of AED 150,000 /- .

Section 2 – Permanent Total Disablement Benefit (PTD)

In the event of the Permanent Total Disability of a Cardholder due to Injury or Illness arising out of a cause not specifically excluded under this Policy after the Commencement Date and during the Policy Period, the Company shall, subject to the receipt of required Proof of Loss to the satisfaction of the Company indemnify the Insured up to the amount of the Cardholder's indebtedness as on the Date of Event subject to a maximum of AED 150,000/-.

Permanent Total Disability (PTD) means either of the below as a result of the injury or illness arising out of a cause not specifically excluded under this policy.

- Permanent Loss of sight of both eyes.
- Physical severance/amputation of two limbs
- Complete and Permanent Paralysis
- Totally Disabled and the covered Cardholder is rendered unable to earn income in any occupation, trade or profession for which the covered Cardholder could reasonably be expected to be suited through education, training or experience

Provided that the disability shall be for a period of six consecutive months and that the Company is satisfied that the covered person will be so rendered indefinitely. However, this time limit shall not apply to cases of physical severance/amputation of limbs.

Pre-existing diseases means illness, disease or sickness occurring or manifesting after the Commencement Date, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Commencement Date.

Section 3 – Terminal illness

In the event of Terminal illness of borrower arising out of a cause not specifically excluded under this policy after the commencement date and during the policy period, the company shall indemnify the insured with the amount of the borrower's outstanding balance as on the date of event, subject to a maximum of AED 150,000/- and meeting the following conditions;

- The illness either has no known cure or has progressed to the point where it cannot be cured and
- In the opinion of the attending Consultant, the illness is expected to lead to death within 06 months of the remaining term of the cover. (This needs to be approved by Company's Chief Medical Officer) This cover excludes pre-existing medical conditions
- To qualify for this benefit, the cardholder must have been diagnosed as being terminally ill while insured under the Policy

Section 4 – Temporary Total Disablement (Accident & Sickness)

In the event of the Temporary Total Disablement of a Cardholder due to injury or illness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall, subject to the limit(s) specified under the schedule of this policy, indemnify the insured with an amount of 5 % of the Cardholder's indebtedness as on the Date of the Event or the Minimum Payment Due or AED 7,500/- whichever is less per month for each month of the Cardholder's Temporary Total Disablement subject to a maximum of 12 months

Elimination period: 7 days for accident & 30 days for sickness

For TTD Sickness – events/claims due to Covid19 are not covered with effect from 15th Oct 2020

Section 5 - Involuntary Loss of Employment

In the event of Involuntary Loss of Employment of the Cardholder after the Commencement Date and during the Policy Period, and subject to the receipt of required Proof of Loss to the satisfaction of the Company, the Company shall indemnify the Insured up to 10% of the Indebtedness as on Date of Event or the Credit Limit, whichever is lower, subject to maximum of AED 4,000/- per Cardholder per month subject to a maximum of 12 months.

The maximum Benefit for any one claim or several ILOE claims in aggregate per Cardholder during the Policy Period shall not exceed the equivalent of AED 48,000/- (AED Forty-Eight thousand only).

CONDITIONS WITH RESPECT TO ILOE BENEFIT:

- a) No payment will be done during the notice period
- b) The Cardholder remains unemployed during the period for which the Benefit under this Policy is paid and shall provide all necessary proofs as may be called upon by the Company in order to substantiate his unemployment.
- c) The Cardholder shall inform the Insured as soon as the Cardholder accepts an alternative job within twelve months period from the date of loss his actual unemployment. In case, it is found that the Cardholder has been re-employed during the period he has been taking the monthly benefits, the entire claim will be void and Company reserves the right to recover the full amount paid to the Cardholder as monthly Benefit since the beginning of his unemployment.
- d) The Insured shall keep the Company informed of updates related to the Insured's collection / debt recovery process in recovering the Indebtedness from the Cardholder
- e) The Benefits under this Policy shall be extended only to primary Cardholders and not to an additional or supplementary.
- f) Notwithstanding anything contained herein to the contrary the cover under this ILOE Benefit in respect of the Cardholder shall terminate upon the happening of any one or more of the following:
 - i. In case of Death / Critical Illness.
 - ii. When the Cardholder resumes work (even if it is only a part-time work)
 - iii. When the Cardholder having attained the Maximum Coverage Age specified of 60 years
 - iv. The Cardholder becoming unemployed voluntarily.
 - v. 6 months prior to the Cardholder's normal retirement date depending upon the age of the Cardholder and the law of the UAE
 - vi. When the maximum benefit has been reached for the ILOE claim during the period of coverage
 - vii. When the Cardholder is not contactable for 30 days for verification in case of claim.

EXCLUSIONS

General Exclusions - Common to all benefits

No Benefits under these sections shall be payable in respect of a Credit Cardholder where the event giving rise to a claim occurs as a result of:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, acts of terrorism, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising.
2. Atomic, Biological, and Chemical contamination
3. Criminal Acts committed by the insured.
4. Covid-19 is not covered for Temporary Total Disablement.
5. Death by suicide -

Passive war & Passive terrorism are covered for Death any cause & PTD accident as an innocent by-stander. Passive war & Passive terrorism is not covered in: Iraq, Afghanistan, Palestine, Yemen, Libya and Syria and any country were war or warlike

operation takes place and where the insured remains in for more than 28 days following the outbreak. It is also understood that the sum insured will not be payable if the insured actively participates in any of the above-mentioned events and if the insured is traveling to a country after war has been declared in that country or after it has been recognized as a war zone or where there are war like operations.

Below countries are excluded from the scope of coverage: Iran, Israel, North Korea, Cuba, Syria, Crimea, North Sudan.

Exclusions applicable to PTD & ILOE benefit

1. Mental and nervous disorders
2. Intentionally self-inflicted injury, suicide or attempted suicide (whether sane or insane)
3. Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognised airline or charter service
4. Drug or alcohol abuse
5. Involvement in any underwater activity
6. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition
7. Insured engaging in any illegal act, breach of Law or criminal act.
8. Insured engaging in or taking part in any naval, military or air force operation
9. Disease or medical impairment, from which the insured was suffering, received treatment for or was aware of at the commencement of his insurance with the OIC.

Any other exclusion mentioned in the General Exclusions.

List of exclusions for Involuntary Loss of Employment Benefit (ILOE):

1. Employees who have not been continuously employed with the same employer for a minimum of 6 months.
2. Employees who are on probation
3. Employment on fixed term contract or part time or temporary employment
4. Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement
5. Disability, sickness or accident or any other medical reasons (mental and/or physical)
6. Involuntary Loss of Employment which starts within 90 days of the Commencement Date
7. Where the insured person was aware of pending unemployment on or before the Commencement Date
8. Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities
9. Where the Insured person has neither been terminated nor become redundant, but his/her salary or allowances are being withheld in part or in full for any reason of the employment contract
10. Unemployment due to any of the following
 - a. Misconduct
 - b. Criminal Conviction
 - c. Dishonesty or Fraudulent Act
 - d. Non-Performance or Underperformance
 - e. Refusal to accept orders from the superiors
11. Payment after the insured person reaches the age 60.
12. voluntary retirement
13. Company failure where a contributing cause was a natural catastrophic peril
14. If the Insured is not able claim under the Tanmia unemployment benefit (for UAE nationals only)
15. Dismissal or redundancy when the employer is a next of kin of the claimant, or when the claimant is a shareholder of the company or a member of its board
16. Self-employment / Any period of unemployment following self-employment
17. Strikes, lockouts, or other organized labor disputes or any unlawful acts
18. Employees of Commercial Bank of Dubai PSC
19. Emiratization (localisation)
20. If the Insured does not have a valid UAE resident or employment visa (applicable for Expats)
21. Happens at a time while working outside UAE for more than 30 days in a row

22. If the insured covered refuses any other reasonable employment offered by his/her Employer
23. If the ILOE is in any way voluntary or results directly or indirectly from the individual covered own actions
24. Any ILOE where the individual covered cannot prove it was involuntary and that none exclusions in this section apply
25. Arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority
26. Directly or indirectly caused by or contributed to or arising ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
27. If any misrepresentation or concealment is made by or on behalf of the individual covered to obtain cover in support of any claim hereunder
28. If at a date of ILOE the individual covered was employed by a company of which he or his spouse , partner, parent, child, brother or sister were a director and or shareholder (other than by way of bon fide investment in a company quoted on a recognized stock exchange)
29. Where the individual covered was dismissed by his employer in accordance with the employers right to do so under Article 120 of UAE labour law
30. Any notification not reported to the company within 30 days from the Date of Event.
31. If the individual covered is an Expatriate, any UAE resident visa obtained through sponsorship from a family member.
32. The period of which payment from the employer is received instead of working notice

Conditions

1. The Benefits under this Policy shall be extended only to primary Cardholder and not to supplementary Cardholder's.
2. The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the schedule of this Policy irrespective of the number of policies in force or the number of Credit Card Facilities in respect of which the Cardholder has obtained a similar Benefit as provided under this Policy.
3. No Benefits shall be paid in respect of a Cardholder who attains the Maximum Coverage Age specified in the schedule of this policy (at which time that Cardholder shall cease to be covered).
4. This Policy shall continue to benefit the Cardholder effective the Commencement Date, subject to the terms and conditions herein, unless the Cardholder specifically expresses his intention not to be covered and benefited.
5. Notwithstanding anything contained herein to the contrary the cover under this Policy in respect of the Cardholder shall terminate upon the happening of any one or more of the following:
 - (i) Cancellation of the Cardholder's Credit Card Facility.
 - (ii) the Cardholder having attained the Maximum Coverage Age specified in the schedule of this Policy.
 - (iii) Upon payment of a claim under Section 1 or Section 2 or Section 3 of this Policy.
 - (iv) the Cardholder becomes a defaulter for a period of 120 days;
 - (v) Cancellation of the Benefits under this Policy by the Insured or the Cardholder at any time in accordance with the terms and conditions of this Policy.
 - (vi) Non receipt of applicable premium;
 - (vii) Cancellation of the Policy by the Company
6. If any claim under this Policy is in any way fraudulent or unfounded, all Benefits under this Policy shall be forfeited in respect of the particular Cardholder.

7. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement hereon or by amendment hereto, signed by the Insured and by an authorised representative of the insurance Company.
8. The Cardholder can request for the cancellation of the insurance by contacting the Insured directly. Premiums paid under this Policy are by no means refundable to the Insured unless agreed by the Company.
9. The Company will pay Benefits based on the Cardholder's correct age. The Company will return or charge additional premiums paid in respect of Cardholder's if the Insurance Company finds that he was under or over the eligibility age at Entry Date.
10. This Policy, including Benefits shall be non-assignable.
11. No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives all the required Proof Of Loss to the satisfaction of the Company. No legal action for a claim can be brought against the Company more than two (2) years after the Date of Event

ANTI-MONEY LAUNDERING & COMBATING TERRORIST FINANCING

The company is in compliance with Anti-Money Laundering & Combating Terrorist Financing laws (UAE Federal Law No. 4, 2002 -Criminalization of Money Laundering, UAE Federal Law No. 1, 2004 – Combating Terrorism Offences, Federal Decree No. 20 of 2018 on Anti- Money Laundering & Combating the Financing of Terrorism & Illegal Organizations and Insurance Authority Decision No.10 of 2019 - Anti- Money Laundering & Combating the Financing of Terrorism & Illegal Organizations, Federal Cabinet Resolution No. 20 of 2019 on Suppression and Combating of Terrorism, Terrorist Financing..

SANCTION CLAUSE

The Company shall not provide cover nor shall it be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, UAE and all other jurisdictions where the Company transacts its business

Claims Procedure

Upon happening of an event giving rise to a claim under this Policy, the Bank shall follow the following procedure:

1. Give immediate written notice to the Company but not later than 50 days from the Date of Event. [ILOE claim notification period is not later than 15 days from the Date of Event] If the Company is not notified of the claim within that period, the Company reserves the right to refuse liability for the claim.
 2. The Company shall have the right and opportunity through its medical representative to examine the Credit Cardholder when and so often as it may reasonably require during the pendency of a claim hereunder and, in case of death, to investigate the circumstances of death, to examine the body and unless prohibited by law, to request or order an autopsy either before or after burial.
 3. The Cardholder shall submit the following documents within 100 days from Date of Event
 4. Below mentioned documents are part of our routine claims processing, we reserve the right to request for further document as may deem necessary to validate any claim under the Policy. Onus to provide the additional documents is with the Cardholder.
- a. for Death Claims**
- Death certificate
 - Post-mortem report (wherever legally required)
 - Police report (if death was due to an accident)

- Medical report* with detailed diagnosis and cause of death if required by the Company when the actual cause of death is not clearly mentioned in the death certificate.
- Copy of passport with visa page (where applicable / National ID card for Nationals)
- Any other documents as may be required as per then prevailing OIC policies.

b. for Permanent Total Disablement Claims

- Disability certificate from Govt Medical Board to assess disability
- Police report (if disability is due to an accident)
- Medical report* with detailed diagnosis, cause of disability and details of treatment given (if any)
- Copy of passport with visa page (where applicable / National ID for Nationals)
- Any other documents as may be required as per then prevailing OIC policies.

c. Terminal Illness Claims

- Medical report diagnosing illness with life expectancy certification
- Copy of passport with visa page
- Attending physician's certificate
- Any other documents as may be required.

d. for Temporary Total Disablement Claims

- a. Disability Certificate from an authorised medical practitioner to assess disability
- b. Police Report (if disability is due to an accident)
- c. Medical Report* with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any), Period of Temporary Total Disablement
- d. Copy of passport with visa page
- e. Any other documents as may be required.

e. For Involuntary Loss of Employment Claims

- Notice of termination from the Credit Cardholders' employer (the "Employer")
- Give immediate written notice to the Company but not later than 15 days from the Date of Event
- Copy of passport with visa page (where applicable / National ID card for Nationals)
- Emirates ID
- Salary slips or Proof of salary credit for the 3 months preceding date of notice of termination.
- The Company may also request for a copy of the labour contract from the Employer if it is required to verify the period of employment contract. Proof of fulltime employment on the employer's letterhead paper, including copy of the employment agreement between employer and employee, clearly stating that the employee was employed on a fulltime basis
- All papers as indicated above may be required to be produced in original (other than those surrendered to the authorities or Employer) for verification before the final settlement of claim.
- If any claim under this Policy is in any way fraudulent or unfounded, the Benefit under this Policy shall be forfeited in respect of the particular Cardholder.
- At all times, company reserve the right to request or verify any other documents as may be required as per then prevailing Company policies.

* Medical report should be obtained from the chief medical officer or any other registered medical practitioner recognised by the local authorities.

"Should any discrepancies arise between the policy and any literature received by the policyholder/insured lives/ Borrower, the terms, conditions, endorsements and exclusions in the Original Policy signed between the Insurance Company and **Commercial Bank of Dubai PSC** will govern in all cases".