

**GROUP ACCIDENT SHIELD INSURANCE POLICY**

**For Primary Credit Card Holders**

Provided By

**Abu Dhabi National Insurance Company**

In association with

**First Abu Dhabi Bank (FAB)**

*We take pleasure in welcoming you as First Abu Dhabi Bank (FAB) Credit Card holder to enjoy benefits of this Group Accident Shield insurance policy provided by Abu Dhabi National Insurance Company. We request you to read through the cover details in order to understand fully the scope, conditions and limitations of the cover offered.*

## Scheme Highlights

### 24 hour worldwide cover for:

- ✓ Death due to accident :100 % of Sum Insured
- ✓ Permanent Total Disability (due to accident) :100 % of Sum Insured

**Maximum Sum Insured:** AED 150,000

## DEFINITIONS

**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:

(a) 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.

(b) Is a specialist in an area of medicine appropriate to the cause of the Claim

(c) 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:

(a) Which existed before the Commencement Date, which presented signs or symptoms of which the Cardholder was aware or should reasonably have been aware, or

(b) 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

(c) 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:

- (a) involves violence against one or more persons; or
- (b) involves damage to property; or
- (c) endangers life other than that of the person committing the action; or
- (d) creates a risk to the health or safety of the public or a section of the public; or
- (e) 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.  
Company We/Us/Our/Ours means Abu Dhabi National Insurance Company

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## ARTICLE 1: INSURANCE AGREEMENT

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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.

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## ARTICLE 2: PROVISIONS

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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.

### 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, misdescription 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.

### **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 enroll 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. Records & Information:**

**The Policyholder will, at the request of the Company:-**

- (a) Supply to the Company such information concerning Insured members and the Agreement entered in to by the Insured member and the Policyholder as may reasonably be required by the Company.

**Provide the Company with the relevant records of the Policyholder concerning Insured Member as the**

**Company may reasonably require for the purposes of administration by the Company of the insurance hereby agreed to be provided and the determination of future premium rates**

**16. Data Furnished by the Policyholder**

1. The policyholder shall provide the Company with a monthly listing by the 5<sup>th</sup> of Each of the following month commencing after the effective date of the policy in the electronic format, containing the information in respect of the insured
  - a. Name of insured member /
  - b. Unique Identification Number- CIF
  - c. Date of birth
  - d. Sum insured
  - e. PremiumData related to insured members may be transmitted to reinsurers for premium and policy administration, and claims, in the event of no names of insured are being declared to Company, CIF & other related information will be used for policy administration, Nevertheless complete details of the insured member must be made available to company and reinsurer at claims stage

**17. 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 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.

**18. Legal Compliance:** The Parties acknowledge and accept that nothing in this Contract shall prevent either Party from its compliance with any laws and regulations relating to their obligations under this Contract.

**20. Basis of insurance:** With respect to disability claims the “claims incurred basis” means that persons whose disability commenced before joining the scheme are not covered. Usually the incurrence date is when the claimant is off work for the first time. Only comprehensive information on the exact duties involved in the claimant’s occupation can enable a decision on the claim to be made. Such information should also be made available to the relevant medical

attendant so he can make a fair assessment of the case. Often the above information will not be sufficient and further medical examinations by specialists will be needed. All claims are underwritten as per policy conditions and above offer. Any changes in law will not affect the assessment of claims underwriting. Claims must be notified to the insurer as soon as possible but in any case not more than 90 days after the occurrence of the incident-giving rise to the claim, together with any supporting evidence required by the insurer. If the insurer is not notified of the claim within that period, the insurer reserves the right to refuse liability for the claim. Accounts should be settled and paid not more than 30 days after the business has been booked and the listings have been provided to the insurer. In the event of non-payment, the insurer shall have the right to terminate the policy. If the insurer elects to exercise this right, it shall give the cadent 30 days notice of its intention. If the premium is not settled during this notification period, the insurer shall be relieved of present and future liabilities under this insurance cover.

**21. Sanction Clause**

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, France or Germany or UAE as attached to the policy

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**ARTICLE 3: ELIGIBILITY CRITERIA**

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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

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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. 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, labor 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.

#### 19. Pandemic Exclusion and underwriting guidelines applicable only to new loans

- This exclusion is not applicable to members up to age of 64 (age last birthday),
- For members above age 65 the epidemic exclusion would apply
- Epidemic/pandemic exclusion Notwithstanding anything contained herein to the contrary, this policy does not cover any claim, loss or expense arising out of, resulting from, caused by or contributing to, whether directly or indirectly, any medical condition, deterioration or complication related to COVID 19 / SARS-CoV-2 or any other epidemic or pandemic disease”

20. Disability Claims related to or arising from Mental and nervous disorder

#### **Special Conditions – Accidental Death**

##### Definition

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 authorized 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 hospitalization 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.

**Country of Issue:** United Arab Emirates

**Insured:** Any eligible customers of First Abu Dhabi Bank to be insured under this Policy.

**Policyholder:** First Abu Dhabi Bank

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## HOW TO REPORT CLAIMS

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Any and all communications related to a claim should be addressed to the following address, marked to the attention of the Company's Claims Department:

- a. **Abu Dhabi National Insurance Company**
- b. P. O. Box: 839, Abu Dhabi, United Arab Emirates.
- c. Telephone : 02 4080100/Fax No: 02 2 6268600
- d. You may contact Abu Dhabi National Insurance Company (ADNIC) at the toll free no. 8008040/,or send an email to [LifeClaims@adnic.ae](mailto:LifeClaims@adnic.ae)  
Insured Member or Insured Member's representative will contact the Company and submit all the applicable claim documents as advised by the Company's claim department.