

TERMS AND CONDITIONS

FOR NAJM VOYAGER CREDIT CARDS

Issuer

Majid Al Futtaim Finance L.L.C.

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Note: Latest version of the Terms and conditions is available on

www.najm.ae

Terms and Conditions for Najm Voyager Credit Cards Majid Al Futtain Finance L.L.C

IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS.

These terms and conditions ("Terms and Conditions") form an agreement between Majid Al Futtain Finance L.L.C and yourselves and the Terms and Conditions are applicable if you have acquired a Card issued by the Issuer. By signing the Application Form and activating or using the Card, you have unconditionally and irrevocably agreed to be bound by these Terms and Conditions.

1. Definitions

Application Form means the Issuer's application form to be completed by the Cardmember in order to avail the Card.

ATM means an automated teller machine or any Card operated machine or device whether belonging to the Issuer or other participating banks or financial institutions nominated from time to time by the Issuer, which accepts the Card.

Card Account means the credit card account opened by the Issuer for the purpose of entering all credits and debits received or incurred by the Primary Cardmember and the Supplementary Cardmember (if any) under these Terms and Conditions.

Card means, as appropriate, a Najm Voyager Credit Card issued by the Issuer to the Cardmember and includes Primary Cardmember and Supplementary Cardmember, new, renewed or replacement Cards.

Cardholder or **Cardmember** means an individual to whom the Card bearing that individual's name is issued by the Issuer and includes the Primary Cardmember and any Supplementary Cardmember.

Card Transaction means the purchase of goods and/or services, benefits or reservation (including without limitations any reservation made by the Cardmember for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardmember) and/or receiving Cash Advances by the use of the Card or the PIN or in any other manner including without limitation mail, telephone or facsimile orders, internet, or reservations authorized or made by the Cardmember, regardless of whether a sales slip or Cash Advance or other voucher or invoice or form is signed by the Cardmember.

Cash Advance means any amount obtained by use of the Card or the PIN through the ATM or Point of Sale or in any manner authorized by the Cardmember from the Issuer.

Cash Advance Fee has the meaning ascribed thereto in Clause 4(vi) and the numerical value as set out in the Issuer's Service and Price Guide.

Cash Advance Limit means the maximum amount of cash withdrawal permitted by the Issuer for the Card Account for the Primary Card and Supplementary Card, if any.

Central Bank means the Central Bank of the UAE.

Charges means amounts payable by the Cardmember arising from the use of the Card or the PIN through the ATM or Point of Sale or under these Terms and Conditions and includes without limitation all Annual Fees, ATM Withdrawal Charges, Card Transactions, fees, Finance Charges, fixed Cash Advance Fee, additional costs, expenses, damages, legal costs and disbursements, which will be debited to the Card Account and form part of the Current Balance.

Credit Limit means the maximum debit balance permitted by the Issuer for the Card Account for the Primary Card and the Supplementary Card, if any, and notified to the Primary Cardmember from time to time.

Current Balance means the total debit or credit balance (inclusive of all Charges/payments which shall be debited/credited to the Card Account) outstanding on the Card Account payable/credited to/by the Issuer according to the Issuer's records on the date the Statement of Account is issued.

Deposit means the amount in cash placed with the Issuer as specified by the Issuer as security for the performance of the Cardmembers obligation.

Finance Charge means the charges billed to the Card Account if the Total amount due of the previous month's statement of Account is not paid in full by the Payment due Date noted in the statement of account.

Guarantee means a guarantee, if any, from a bank acceptable to the Issuer in favor of the Issuer and in form and substance acceptable to the Issuer for an amount specified by the Issuer,

as security for the performance of the Cardmembers obligation.

Issuer means Majid Al Futtaim Finance or any of its successors in interest and permitted assigns.

Late Payment Charge means a late payment charge levied on the Cardmember on account of the failure of the Cardmember to pay the Minimum Amount Due on the Payment Due Date and the numerical value of which is set out in the Issuer's Service and Price Guide.

Loyalty and Rewards Program means a program sponsored by Najm whereby Cardmembers earn Najm Points on Card Transactions and have access to certain privileges and services as defined separately in the terms and conditions of the Loyalty and Rewards Program which may be changed, amended, or cancelled by Najm from time to time.

Member Institution means a licensed institution of Visa International.

Merchant means any corporate entity, person or other establishment supplying goods and/or services who accept the Card or the Card numbers as a mode of payment or reservation by the Cardmember.

Minimum Amount Due is five percent (5%) of Current Balance subject to a minimum, which if paid by the Payment Due Date will avoid any late payment charges.

Month means calendar month.

Najm Points means rewards points earned by the Cardmember on purchase transactions.

Over Limit Charge means a charge or penalty imposed on the Cardmember exceeding the Credit Limit and the numerical value set out in the Issuer's Service and Price Guide.

Payment Due Date means the date specified in the Statement of Account by which date, payment of the Current Balance or any part thereof or the Minimum Amount Due is to be made to the Issuer.

Personal Identification Number or **PIN** means in relation to a Cardmember the four (4) digits Personal Identification Number issued to the Cardmember to enable the card to be used at a Point of Sale or an ATM.

Point of Sale means a location at a Merchant where Card Transactions are performed with the Cardmember present.

Primary Cardmember means a person other than a Supplementary Cardmember who is issued a Card and for whom the Card Account is first opened by the Issuer.

Security Cheque means an undated cheque signed by the Primary Cardmember payable to the Issuer.

Service and Price Guide means the schedule of charges, fees and commission circulated by the Issuer from time to time to the Cardmember in connection with use of the Card and the services of the Issuer.

Statement of Account means the Issuer's monthly or other periodic statement sent to the Cardmember showing particulars of the Current Balance payable by the Cardmember to the Issuer.

Supplementary Card has the meaning ascribed thereto in clause 6.

Supplementary Cardmember means the person who has been issued a Supplementary Card.

Telephone Identification Number or **TIN** means in relation to the Cardmember the telephone identification number issued to the Cardmember in order to enable him to carry out transactions over phone as different from the PIN defined above.

UAE means the United Arab Emirates.

VAT means any value added tax, consumption tax, goods and services tax or any similar tax or charge on goods and/or services imposed by the VAT Law from time to time.

Valid VAT Invoice means the invoice in the form prescribed under the relevant VAT Law, issued by the receiving Party to the paying Party enabling the paying Party to claim back the paid VAT where so permitted under the VAT Law.

VAT Law means Federal Decree - Law No. (8) of 2017 on Value Added Tax issued by United Arab Emirates' Ministry of Finance and its supplementing regulations enacted in United Arab Emirates from time to time.

24 hour Automated Phone Enquiries System or Interactive Voice Response or IVR means any device, capable of providing voice response to a Cardmembers request for services.

Unless the context requires otherwise:

(a) The word '**terminal**' means any ATM or Point of Sale terminal through which Card Transactions can be performed.

- (b) Words denoting one gender shall include all other genders.
- (c) Words denoting the singular shall include the plural and vice versa.
- (d) Words importing person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.

2. The Card

- (i) The Card is and will be, at all times, the property of the Issuer and must be surrendered to the Issuer immediately upon demand by the Issuer or its duly authorized agent in the UAE or elsewhere.
- (ii) The Card is Chip and PIN enabled. The Issuer will provide a PIN to be used in conjunction with the Card. The Cardmember may need to input the PIN to effect Card Transactions, and if so, the Cardmember may not be required to sign payment receipts.
- (iii) The Card may be collected by the Cardmember or sent by post or courier to the address notified to the Issuer by the Cardmember (either on the Application Form or otherwise in writing to the Issuer) at the sole risk of the Cardmember.
- (iv) Upon receipt of the Card, the Cardmember shall
 - (a) Sign the Card immediately and
 - (b) Contact or notify the Issuer in the manner specified by the Issuer in order to activate the Card. Such signature and/or activation and/or the use of the Card will constitute binding and conclusive evidence of the confirmation of the Cardmember to be bound by these Terms and Conditions, notwithstanding that the Issuer is not notified of the Cardmembers receipt of the Card.
- (v) In the event the Cardmember does not wish to be bound by these Terms and Conditions, the Cardmember shall cut the Card in half and return both halves to the Issuer and Clause 8 of these Terms and Conditions hereof shall henceforth be operative.
- (vi) The Card is not transferable and will be used exclusively by the Cardmember. The Cardmember under no circumstances whatsoever will allow the Card and/or PIN/TIN to be used by any other individual. The Card may not be pledged or delivered to another person by the Cardmember as security for any purpose whatsoever.
- (vii) The Cardmember shall at all times ensure that the Card is kept in a safe and secure place.

3. Use of the Card

- (i) The Card may be used for Card Transactions in accordance with these Terms and Conditions, including but not limited to:
 - (a) Within the Credit Limit notified by the Issuer to the Cardmember, and
 - (b) Until the expiry date embossed on its face.
- (ii) If a Cardmember loses or damages his Card or requires renewal, replacement or additional Cards, the Issuer may at its discretion issue (at the cost and expense of the Cardmember) such Card or Cards as the Cardmember may require.
- (iii) The Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Issuer.
- (iv) The Issuer's record of any Card Transactions (whether effected in conjunction with a PIN or not) shall be binding on the Cardmember.
- (v) Notwithstanding that the Cardmembers Credit Limit has not been exhausted, the Issuer shall be entitled to, at any time and without notice and without giving any reason and without any liability towards the Cardmember, withdraw and restrict the Cardmembers right to use the Card or refuse to authorize any Card Transaction.
- (vi) A Cardmember shall not be allowed to use the Card for any illicit, immoral, fraudulent or criminal activities which are or are deemed to be illegal under the laws of the UAE and the Issuer reserves the right to refuse settlement of any such Card Transaction on a Cardmembers behalf if the Issuer is of the reasonable opinion that the Card Transaction concerned is for goods and/or services which are considered illegal under the applicable laws. The Issuer shall have no responsibility to ensure that the Cardmember abides by the provisions of this clause.

4. Cash Advance

The Cardmember may obtain Cash Advance subject to the Cash Advance Limit and as may be acceptable to the Issuer from time to time at its absolute discretion by the following means:

- (i) Use of the Card on any ATM of any financial institution with whom the Issuer has a network agreement for the use of the ATM of the said financial institution in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM.
- (ii) Use of the Card to make transactions or for services involving items that are directly convertible to cash i.e. quasi-cash transactions, such as; wire transfer money

orders, at non-financial institutions – foreign currency, money orders & travelers cheques, for betting including; lottery tickets, casino gaming chips, off-track betting & wagers at race tracks, will be considered as a cash advance transaction.

- (iii) The Cardmember is not authorized to seek any Cash Advance from any Merchant as a consequence of Merchant related Card Transaction. The Issuer is at liberty to cancel and not honor any such Card Transaction which relates to the seeking of a Cash Advance from the Cardmember through Merchant Card Transaction.
- (iv) The Issuer will provide a PIN to be used in conjunction with the Card when effecting a transaction at an ATM.
- (vi) The Cardmember shall under no circumstances whatsoever disclose the PIN to any other person.
- (vii) The Issuer's record of any Card Transactions affected in conjunction with a PIN shall be binding on the Cardmember as to its consequence.
- (viii) The use of the Card by the Cardmember to obtain a Cash Advance shall be deemed to constitute the Agreement of the Cardmember to pay Finance Charge on each Cash Advance and a Cash Advance Fee as prescribed by the Issuer from time to time. A Finance Charge shall be levied on each Cash Advance from the date of the advance until repayment in full. A Cash Advance Fee (subject to a minimum amount) will be levied on the amount of each Cash Advance and charged to the Card Account. The Issuer may from time to time, vary the amount of Finance Charges, Cash Advance Fees or any other fees and expenses payable by the Cardmember and notify the same to the Cardmember from time to time by providing the Cardmember its Service and Price Guide.

5. Payment

Details of all fees and charges referred to in this section are listed in the accompanying Service and Price Guide. This Service and Price Guide may be amended from time to time usually giving advance notice to the Cardmember.

- (i) The Cardmember agrees to pay to the Issuer upon the request of the Issuer an annual membership fee as prescribed by the Issuer for the Card when issued or renewed and an annual fee prescribed by the Issuer for each Supplementary Card when issued or renewed.
- (ii) The Cardmember agrees to pay the total amount of all Charges described as the Current Balance specified in the Statement of Account which is due in full and payable not later than the Payment Due Date specified on the Statement of Account and the Cardmember shall incur no Finance Charge (excluding for Cash Advance) if payment of the Current Balance is received by the Issuer on or before the Payment Due Date.

- (iii) The Cardmember may choose not to settle the Current Balance in full, in which case the Cardmember must pay the Minimum Amount Due as set out in the Statement of Account. If the Current Balance is less than the minimum dirham amount due as set out in the Statement of Account, then the Current Balance becomes fully due. However, if the Minimum Amount Due is not paid by the Payment Due Date or only partly paid, then the unpaid amount will be added to the next statement's Minimum Amount Due.
- (iv) The Cardmember shall and undertakes to stay within the prescribed Credit Limit assigned by the Issuer and further undertakes to affect no purchases or transactions which may cause the aggregate outstanding balance under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardmember exceeds the Credit Limit, then the Cardmember must pay on the subsequent Payment Due Date the amount exceeding the Credit Limit in full and also in addition the applicable Over limit Charge.
- (v) If the Cardmember fails to pay the Minimum Amount Due by the Payment Due Date, a Late Payment Charge will be levied.
- (vi) If the Cardmember pays to the Issuer an amount less than the Current Balance by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date, a Finance Charge calculated on an average daily basis will be applied to the Current Balance and new Card Transactions until any payments are credited to the Card Account and thereafter such charge will be levied on the reduced Current Balance.
- (vii) All payments received by the Issuer from the Cardmember maybe applied in the following order of payment or such other order of priority as the Issuer may think fit:
 - (a) All unpaid Finance Charges, Charges, Cash Advance Fees, and other costs shown on any previous Statement of Account.
 - (b) All unpaid Finance Charges, Charges, Cash Advance Fees, and other costs shown on the current Statement of Account.
 - (c) All unpaid Card Transactions shown on any previous Statement of Account.
 - (d) All unpaid Card Transactions shown on the current Statement of Account.
 - (e) All Finance Charges, fees, Cash Advance Fees, Charges and Card Transactions not yet shown on the current Statement of Account.
- (viii) The Issuer shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling Charges, additional Charges, Finance Charges, the specified Minimum Amount Due, and/or Late Payment Charges or any other charges nominated from time to time.

- (ix) All payments made by the Cardmember shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardmember shall pay the Issuer all exchange, commission and other charges or losses charged or incurred by the Issuer in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Issuer at the date of entry into the Card Account. Any payment made by the Cardmember in the billing currency of the Card Account will be credited to the Card Account only on the date of the Issuer's posting of the funds into the Card Account and where payment is received in any other currency other than the billing currency, such payment shall be credited after the date when such payment is converted to the billing currency or when relevant funds have been received for value by the Issuer and posted to the Card Account.
- (x) A handling charge as prescribed by the Issuer is payable by the Cardmember to the Issuer immediately upon a request to the Issuer to issue a replacement Card. Any additional Charges as prescribed by the Issuer are payable by the Cardmember to the Issuer immediately upon demand to the Issuer for the provision of copies of sales voucher/ Cash Advance slip and any further services the Issuer may provide from time to time.
- (xi) Without prejudice to the Issuer's rights at any time to take the appropriate legal action and criminal proceedings, the Issuer shall charge fees for any returned unpaid cheques drawn by the Cardmember in full or partial payment of the outstanding amount.
- (xii) The Cardmember hereby expressly agrees that if any sums shall be due from the Cardmember to the Issuer at any time under the Card Account, or the Cardmember shall be liable to the Issuer, in any manner or if default is made by the Cardmember in the provisions of such accounts, then and in such event, the whole outstanding balance on the Cardmembers account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable.
- (xiii) **Cheque Deposit:** Any cheque deposited at an ATM, Point of Sale, Al Ghurair Exchange, Najm Office, POST or courier shall be acceptable for collection and the proceeds of such cheque shall not be available until the cheque has been cleared and the proceeds paid to the Issuer by the paying bank.

Cash Deposit: Any cash deposits may only be regarded as having been received by the Issuer upon crediting the same to the Card Account. Any cash deposit made through the Emirates NBD Cash and Cheque Deposit Machines (CCDM) shall be credited to the Card Account after 2 working days from the date the deposit was made.

Payments posted after the due date are subject to late charges.

For a full list of payment locations and options, please refer to <https://www.najm.ae/about-us/payment-locations/>

- (xiv) The Issuer may at any time demand that the Cardmember deposits a Security Cheque and/or pledge cash collateral in favor of the Issuer for the amount which the Issuer may require even when such a cheque was not demanded when the Card was issued to the Cardmember. The Cardmember, in such an eventuality, will be deemed to have authorized the Issuer to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Issuer.
- (xv) Non receipt of Statement of Account shall not be construed by the Cardmember to be sufficient reason for non payment of any dues owed to the Issuer in time.
- (xvi) The Issuer will credit the Cardmembers Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment.
- (xvii) The payment by the Cardmember of any sum to the Issuer in respect of any Statement of Account or any other record of the Issuer shall constitute binding and conclusive evidence of the acceptance by the Cardmember of the entries shown on that Statement of Account or such other record generated by the Issuer.
- (xviii) Any consideration payable under the Contract is exclusive of VAT, unless explicitly indicated otherwise in the Contract. If any tax or VAT is imposed by the VAT Law on a supply of goods or services made under or in connection with this Contract, the consideration for the said supply of goods and services shall be increased by the quantum of tax or VAT applicable. For services or goods for which consideration has already been received, but portion or whole of the supply of such services or goods is to occur post enactment of the VAT Law, the paying Party shall promptly pay to the other Party the applicable VAT in respect of such post-VAT Law supply. The Party to whom such consideration plus VAT is payable, shall before receiving the funds, issue a Valid VAT Invoice to the paying Party to enable it to claim the VAT back, where so permitted by the VAT Law.

6. Supplementary Card

- (i) The Issuer may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardmember in the Application Form (or otherwise in writing) and approved by the Issuer. The issue of the Supplementary Card(s) shall be subject to such Terms and Conditions which the Issuer may deem necessary.
- (ii) The Terms and Conditions applicable herein to the Primary Cardmember shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardmember. Every Supplementary Cardmember shall be jointly and severally liable with the Primary Cardmember for costs, for all Cash Transactions and Cash Advances obtained and all transactions generated by the use of the Primary Card as well as the Supplementary Card.

- (iii) The Credit Limit assigned to the Primary Cardmember is inclusive of the Credit Limit of the Supplementary Cardmember and the Primary Cardmember and the Supplementary Cardmember shall not permit at any time the total of the Charges incurred through their respective Cards to exceed the said Credit Limit.
- (iv) In the event the Supplementary Cardmember has been assigned a specific maximum Credit Limit by the Issuer in connection with the Supplementary Card, then, this in no way releases the Primary Cardmember from being fully liable to the Issuer for all debts incurred by the Supplementary Cardmember.
- (v) The validity of the Supplementary Card is dependent on the validity of the Primary Card. The termination of the Supplementary Card or Supplementary Cardmembers agreement with the Issuer for whatever reason shall not terminate the Primary Card or the Primary Cardmembers agreement with the Issuer pursuant to these Terms and Conditions.
- (vi) The undertakings, liabilities and the obligations of the Primary Cardmember and the Supplementary Cardmember to the Issuer and the Issuer's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardmember and the Supplementary Cardmember may have against each other.
- (vii) The Primary Cardmember shall indemnify the Issuer against any and all loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Issuer by reason of any legal disability or incapacity of the Supplementary Cardmember or any breach of these Terms and Conditions by the Supplementary Cardmember.

7. Unauthorised Transactions

- (i) The Issuer may issue a PIN for the Cardmember for use at any ATM which will accept the Card and the Cardmember agrees that the PIN may be sent by post or courier (as selected by the Issuer) to the Cardmember at Cardmembers own risk.
- (ii) The Cardmember shall be fully liable for all Card Transactions made with the PIN whether with or without the knowledge of the Cardmember.
- (iii) The Cardmember shall use all reasonable precautions to prevent the loss or theft of the Card or Card details and shall not at any time disclose the PIN to any party.
- (iv) In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardmember shall immediately notify the said loss, theft or disclosure together with the particulars thereof to the Issuer and the police or other relevant law enforcement authorities of the country where such loss or theft or disclosure occurred. The Cardmember shall also simultaneously notify the Issuer or its authorized representative in that country of such loss or disclosure of the Card or PIN respectively.

- (v) In the event that the Cardmember has suspicions that the Card may have been counterfeited or the Card details stolen and fraudulently used via the internet, over the phone, by fax or on the mail, the Cardmember shall immediately notify so to the Issuer and the police and forthwith stop using the Card (or Card details) to effect any Card Transactions. The Cardmember also undertakes to take all necessary steps to assist the Issuer in its investigations.
- (vi) The Cardmember shall be and remain fully liable to make payment to the Issuer for any debit to the Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Advances or ATM transactions effected through the use of the Card or the Card details by any person whether with or without knowledge of the Cardmember and irrespective of whether they were authorized by the Cardmember or not.
- (vii) The Issuer may at its absolute discretion issue a replacement for any lost or stolen Card, any Card which has (or may have been) counterfeited or which details have been stolen to effect unauthorised Card Transactions, or issue a new PIN under these Terms and Conditions or such other terms and conditions that the Issuer may deem fit. The Cardmember shall, in addition to these Terms and Conditions, be bound by the additional terms and conditions stipulated or imposed by the Issuer on the Cardmember in connection with the issuance of the replacement Card.
- (viii) In the event that the lost or stolen Card is recovered by the Cardmember, he shall immediately return the same cut in half to the Issuer without using it. The Cardmember shall not use the PIN after reporting to the Issuer of the disclosure of the same to any other party.

8. Termination

- (i) Notwithstanding the payment provisions outlined under clause 5 above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amounts (including Charges) incurred by the use of the Card but not yet charged to the Cardmembers Account shall be payable immediately in full upon the termination of the Card and the agreement between the Issuer and the Cardmember pursuant to these Terms and Conditions.
- (ii) The Cardmember may at any time notify the Issuer of his intention to close the Card Account and terminate the use of all Cards by giving a notice in writing and returning all Cards cut into half to the Issuer. The Card Account shall be closed only after the receipt by the Issuer of all Cards cut in half and full payment of all Charges and outstanding liabilities under the Card Account.
- (iii) In the event of the Supplementary Cardmember terminating his Card, all Cardmembers including the Supplementary Cardmember whose use of the Card has been terminated shall be and shall continue to be jointly and severally

liable to the Issuer for all Charges and other outstanding liabilities under the Card Account in accordance with these Terms and Conditions save that the Supplementary Cardmember whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Cardmember and other Supplementary Cardmembers (if any) after the Issuer's receipt of the cut Supplementary Card.

- (iv) The Issuer may at any time recall all or any Card(s) and terminate its/their use with or without giving prior notice to the Cardmember. The Cardmember shall immediately after such recall, return such Card(s) cut in half to the Issuer and make full payment of all Charges and liabilities outstanding under the Card Account, to the Issuer.
- (v) The use of the Card shall be terminated by the Issuer without notice to the Cardmember or when the physical whereabouts of the Cardmember become unknown to the Issuer due to any cause not attributable to the Issuer.
- (vi) In the event of the death of the Cardmember, his estate will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Issuer indemnified for all costs (including legal fees and Charges) and expenses incurred in recovering such outstanding balances.
- (vii) The Issuer shall not be liable to refund the annual membership fee or any part thereof in the event of the termination of the Card Account.
- (viii) In the event that any Security Cheque is held by the Issuer as collateral for the issuance of the Card, the Issuer reserves the right to retain such Security Cheque for a period of at least sixty (60) days following the Card being cancelled and returned to the Issuer whether cancelled by the Cardmember or the Issuer or following the agreement under these Terms and Conditions being terminated.
- (ix) It is hereby expressly agreed by the Cardmember and the Issuer that all the provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance with the terms of these Terms and Conditions.

9. Exclusion of Liability

The Issuer shall be under no liability whatsoever to the Cardmember in respect of any loss or damage arising directly or indirectly in relation to the following:

- (i) Any loss or damage howsoever incurred or suffered by the Cardmember by reason of the Issuer or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept

the Card or the Card numbers or the PIN or refusing to extend or provide Cash Advances up to the Credit Limit or any issue connected therewith;

- (ii) Refusal of any Merchant to honor or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardmember by any Merchant or, where applicable, for any breach or non-performance by a Merchant of a Card Transaction;
- (iii) The malfunction of any ATM or disruption of communication or network systems;
- (iv) The exercise by the Issuer of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Issuer or by any other person or ATM;
- (v) The exercise by the Issuer of its right to terminate any Card or the Card Account pursuant to Clause 8 (iv);
- (vi) Any injury to the credit character and reputation of the Cardmember in and about the repossession of the Card, any request for its return or the refusal of any person to honor or accept the Card;
- (vii) Any misstatement, misrepresentation, error or omission in any details disclosed by the Issuer pursuant to Clause 10;
- (viii) Any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmember's liability to the Issuer shall not in any way be affected by such dispute or counterclaim or right of set-off which the Cardmember may have against such Merchant or bank or financial institution or person.

10. Disclosure of Information

- (i) The Cardmember irrevocably authorizes and permits the Issuer to disclose and furnish such information that it deems fit concerning the Cardmember and its affairs including but not limited to the Card Account governed by these Terms and Conditions to the Issuer's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Issuer's third party advisers and marketing partners).
- (ii) The Issuer shall also be at liberty to share the necessary information relating to the Cardmember with the selected Card brand partners for the purpose of cross selling and marketing of goods and service to the Cardmember(s) and in relation to which the Issuer has entered into a formal agreement. The Cardmember has the option of deselecting such a value added service by expressly notifying the Issuer in writing.
- (iii) The Issuer shall have the right to check and verify the credit

standing of the applicant for the Card and/or check credit and verify the standing of the Cardmember at any time as and when the Issuer deems fit without reference to him.

- (iv) The Issuer shall have an unconditional right to disclose any information in relation to the Cardmember if such information is sought by a court of competent authority or regulatory authority (including the Central Bank).

11. Indemnity

- (i) The Cardmember undertakes and agrees to indemnify and hold the Issuer harmless against any and all actions, claims, demands, proceedings, loss, damage, liability, costs and expenses whether legal or otherwise which the Issuer may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Issuer's rights as herein provided. All costs and expenses (including legal costs incurred by the Issuer in order to enforce the provisions of the Terms and Conditions) may be debited to the Card Account and shall be payable by the Card member.

12. Right to Set-Off

The Cardmember authorizes the Issuer, without prior notice to the Cardmember to:

- (i) Combine or consolidate any of the Card Accounts held with the Issuer and apply any amount standing to the credit thereof in or towards payment of any and all amounts owed by the Cardmember to the Issuer and/or;
- (ii) To set off the whole or any part of any amounts owed by the Cardmember to the Issuer in such manner as the Issuer may select against any amount from time to time standing to the credit of any of the Card Accounts with the Issuer and in any currency and/or against the net proceeds of sale of any securities and/or other property held in the Cardmembers name by the Issuer and/or against any other amounts due to the Cardmember from the Issuer (whether or not matured), regardless of the currency, place of payment or booking office of such amount obligation.

13. Notices

- (i) The Cardmember must promptly notify the Issuer in writing of any changes in employment or business or address (office and/or residential) or if the Cardmember intends to be away from the UAE for more than thirty (30) days.
- (ii) Should the Cardmember be away from the UAE for more than thirty (30) days, the Card Account should be settled prior to the following Payment Due Date.

- (iii) If the Cardmember leaves the UAE to take up residence elsewhere, both the Primary Card and the Supplementary Card(s) shall be returned to the Issuer fourteen (14) days prior to the Cardmembers departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply.
- (iv) Instructions sent by the Cardmember to the Issuer through facsimile communication shall be considered valid and binding on the Cardmember and the Issuer may act upon instructions conveyed through this method. The Issuer may use the originals of the facsimile transmissions received by the Issuer and printed out on its receiving machine as evidence in any court of law.
- (v) All Cards, PIN, Statement of Accounts, demands or any other communication under these Terms and Conditions may be delivered personally or sent by ordinary post to the last known billing or other address of the Cardmember and such communication shall be deemed to have been served on the Cardmember on the day of delivery, if delivered by hand and on the next business day after posting, if sent by post.
- (vi) All communications under these Terms and Conditions sent to the Primary Cardmember or the Supplementary Cardmember shall be deemed to be communication sent to both.
- (vii) Subject always to any applicable law, where the Issuer is required to give notice to the Cardmember under these Terms and Conditions, such notice shall be considered valid and binding on, and deemed to be received by the Cardmember if it is displayed at the Issuers place of business or on its website, sent by post, SMS or facsimile or otherwise notified to the Cardmember on the Statement of Account or through other electronic means.

-14 (A) Automated Phone Enquiry Service

- (i) If the Cardmember requests the '24 hour Automated Phone Enquiry System', any instructions conveyed by the Cardmember shall be deemed valid and the Issuer may act upon the same, provided the Cardmember identifies himself through the Telephone Identification Number allotted to him.
- (ii) The Cardmember will not allow anyone to use the above facility on his behalf.
- (iii) The Issuer shall not be liable for acting in good faith upon the Cardmembers instructions.
- (iv) The Cardmember authorizes the Issuer at its discretion to record any such instruction and to use such records as evidence in a court of law or other legal proceedings.

- (v) The Cardmember shall indemnify and hold the Issuer harmless against any consequences, claims, proceedings or losses that may arise or be incurred by the reason of the carrying of telephonic instructions from or purported to be from the Cardmember.

-14 (B) General

- (i) The Issuer shall be entitled to appoint an authorized agent to collect all sums due to the Issuer from the Cardmember under the Card Account and these Terms and Conditions.
- (ii) The Issuer shall be entitled at any time without the consent of the Cardmember to assign the whole or any part of its rights or obligations under these Terms and Conditions with or without notice to the Cardmember.
- (iii) The Cardmember undertakes to sign such further deeds, documents and agreements as may be requested by the Issuer from time to time.
- (iv) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- (v) The Terms and Conditions herein are binding upon the Cardmember and he/she shall not assign his obligations herein to anyone else.
- (vi) Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (vii) The Issuer may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardmember, provided that such waiver is given in writing by the Issuer and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Issuer of any default or breach of any of these Terms and Conditions shall operate as a waiver of the Issuer's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Issuer unless expressed in writing to the Issuer. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions.
- (viii) In connection with the special discounts/offers made by the respective Merchants or Member Institutions, the Issuer does not hold out any warranty or make any representation of the delivery, quality, design, specifications or otherwise set out in respect of these offers. Also, these products/services are subject to availability and will be allocated on a first come, first served basis.

- (ix) In connection with the special discounts/offers made by the respective Merchants or Member Institutions, the Issuer will not be held responsible where any of the Merchants withdraws, cancels, alters or amends these products/services. Also the Issuer reserves the right to change/terminate the benefits available to Cardmembers at any time without prior notice.
- (x) The Cardmember undertakes to comply with all the applicable laws, rules and regulations (including any future regulations issued by the Central Bank) applicable to Cardmember in connection with these Terms and Conditions.
- (xi) In the event a Cardmembers Card Account is delinquent, suspended or cancelled the Issuer reserves the right to suspend or cancel any reward points and other privileges and services accumulated by the Cardmember through the Loyalty and Rewards Program.

15. Variation of Terms

- (i) The Issuer may from time to time change the Terms and Conditions of this Agreement. Subject to the requirements of any applicable statute, law, guideline, policy or notification (whether or not having the force of law) of any such change shall be given to the Cardmember by the Issuer either in writing or by publication thereof. Such changes shall apply on the effective date specified by the Issuer and shall apply to all unpaid Finance Charges, fees, fixed Cash Advance Fees, costs and Card Transactions.
- (ii) Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardmember. If the Cardmember does not accept the proposed change, the Cardmember must terminate use of the Card by giving prior written notice to the Issuer and return the Card cut in half to the Issuer prior to the effective date and clause 8 shall henceforth be operative.

16. Governing Law and Jurisdiction

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the UAE and the Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the civil courts of the Emirate of Dubai. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against the Cardmember in any other jurisdiction.

17. Acceptance of Terms and Conditions

The Cardmember has signed the Application Form that denotes the Cardmembers acceptance of the aforesaid Terms and Conditions and confirms that in the event of any changes being communicated to the Cardmember, the Issuer is not obliged to obtain any acknowledgment for receipt of such communication.

Provided by
**Union Insurance Company
(UIC)**

Issuer
Majid Al Futtaim Finance L.L.C

We welcome you as a Najm Voyager Credit Cardmember to enjoy the Benefits of Lifestyle Protection/MyGuard provided by Union Insurance Company (UIC). We request you to go through the Cover details in order to understand thoroughly the extent and terms of the Cover offered.

SCHEME HIGHLIGHTS

- Twenty Four (24) hour worldwide, Cover for Death, Permanent Total Disablement (PTD) and Critical Illness Benefits.
- Automatic enrolment.
- No medical certificate is required.
- Two (2) months free Cover for new subscribers.
- Hospital Cash Benefit for up to sixty (60) days.
- Additional Lifestyle Protection Benefits in case of Death of the Cardmember.
- Low monthly rate of 0.95% of your last credit card statement balances.
- Credit spend by supplementary Cardmembers is not covered.

IMPORTANT NOTICE

1. All the Insured persons are automatically covered at the Commencement Date.
2. The first two months of the Cover is free of charge and thereafter a nominal rate of 0.95% will be applied on the total outstanding amount in the Statement of Account.
3. The Cover is applicable for Primary Cardmembers and excludes corporate and lodged Cards.
4. The Cardmember should be of age between eighteen (18) to sixty four (64) years.
5. The Territorial Limit is 'worldwide' in respect of Death, Permanent Total Disablement and Critical Illness Cover and 'UAE' in respect of Hospital Cash Benefit and Involuntary Loss of Employment Cover.
6. The Cover is subject to the Jurisdiction of the competent courts of UAE.
7. Najm reserves the right, at any time, to change the terms, conditions, rates and/or reject, discontinue or cancel the Cover applicable without assigning any reason thereof.
8. Death or Disablement could be due to any cause except those expressly excluded.
9. Najm is not at any time considered as an agent of Union Insurance Company (UIC) the "Insurance"

Provider". Any claims or contestations for any insurance coverage can however be negotiated directly with Union Insurance Company (UIC), Dubai, through the Insured offices.

10. In the event of Involuntary Loss of Employment Benefits being provided to the Cardmember, the Cardmember shall notify the Company immediately upon Re-employment but not later than thirty (30) days from the date of Re-employment. Failure to notify the Company shall render the Benefits provided under this Cover fully recoverable without contestation.

DEFINITIONS

Accident means where the bodily injury caused directly by external violent means is unexpected, unforeseeable and not attributable to the Card Members intentional self-injury or suicide.

Benefit means the indemnity payable under the scope of this policy in respect of Death or Permanent Total Disablement or Critical Illness or Involuntary Loss of Employment or Hospital Cash Benefit or the Lifestyle benefits.

Card Member(s) means a Primary holder of the Credit Card Facility with the Insured who has not unsubscribed 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.

Commencement Date means the date the Card Member is enrolled for this Cover or the date of inception of this policy whichever is later. Card Members are automatically enrolled for this policy on issuance of Credit Card.

Company means the Union Insurance Company PSC, P.O. Box 119227, Dubai, United Arab Emirates.

Policy means the Benefit offered by the Insured in association with the Company.

Cover Period means the period after Commencement Date during which the Benefits under this Cover shall apply.

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

Credit Card Facility means the Insured's Credit Card Facility including any Supplementary Cards, which have been nominated as the facilities to which the Benefits under this policy are to apply.

Critical Illness means any of the following:

1. Cancer

A disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term cancer also includes leukemia and malignant disease of the lymphatic system such as Hodgkin's Disease. Any non-invasive cancer in-situ, Hodgkin's Disease stage 1, prostate cancer stage A, all skin cancers except invasive malignant melanoma (starting with Clark Level III) and any malignant tumor in the presence of any Human Immunodeficiency Virus are excluded.

2. Stroke

Any cerebrovascular incident producing neurological sequelae lasting more than twenty four (24) hours and including infarction of brain tissue, hemorrhage and embolization from an extra-cranial source. Evidence of neurological deficit for at least 3 months has to be produced.

3. Coronary artery bypass surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography. With regard to this policy, angioplasty and/or any other intra-arterial procedures are excluded.

4. Kidney failure (end-stage renal disease)

End-stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.

5. Major organ transplant

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, kidney or bone marrow.

6. Multiple sclerosis

Unequivocal diagnosis of multiple sclerosis by a consultant neurologist holding such an appointment at an approved hospital.

The Card Member must exhibit neurological abnormalities that have existed for a continuous period of at least six months or must have had at least two clinically documented episodes. This must be evidenced by the typical symptoms of demyelization and impairment of motor and sensory functions.

Date of Event means any one of the following:

- In respect of Death the date of Death resulting from an Accident or Illness happening on or after the Commencement Date and during the cover period.
- In respect of Permanent Total Disablement the date of recognition of Permanent Total Disablement by a competent authority resulting from an Accident or Illness happening/manifesting on or after the Commencement Date and during the cover period.
- In respect of Critical Illness the date of diagnosis of Critical Illness by a competent authority resulting from an Accident or Illness happening /manifesting on or after the Commencement Date and during the cover period.
- In respect of Involuntary Loss of Employment, the date of notice of termination served to the Card member on or after the Commencement Date and during the cover period.
- In respect of Hospital Cash Benefit, the date of actual hospitalization of the Card member on or after the Commencement Date and during the cover period as in-patient for a minimum of twenty four (24) hours.

Death means death due to any cause except those expressly excluded.

Hospital means an establishment which meets all the following requirements:

- holds a license as a hospital, if licensing is required in the country or governmental jurisdiction;
- operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- provides twenty four (24) hour a day nursing service by registered or graduate nurses;
- has a staff of one or more physicians available at all times;
- provides organized facilities for diagnosis and major surgical procedures;
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for treatment of alcoholics or drug addicts; and
- maintains X-ray equipment and operating room facilities.

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

Indebtedness means the total amount outstanding in the Card members Credit Card Facility as on the Date of Event but excluding any Credit facility availed after the Date of Event subject to a maximum of the Card members Credit Limit.

Indemnity Period means twelve (12) months in respect of Involuntary Loss of Employment commencing from the date of actual unemployment and 60 days in respect of Hospital Cash Benefit commencing from the date of hospitalization.

Insured means Majid Al Futtaim Finance LLC incorporated in Dubai, United Arab Emirates.

Involuntary Loss of Employment means unemployment of the Card member arising out of the unilateral decision of the employer to terminate his employment contract without citing any reason or for any reason other than those excluded.

Injury means bodily injury resulting from an Accident occurring on/ after the Commencement date.

Maximum Coverage Age means sixty five (65) years. However in case of Involuntary Loss of Employment it means sixty (60) years.

Permanent Total disablement 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 card member is rendered unable to earn income in any occupation, trade or profession for which card member 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 it is certified by the authorised medical practitioner that the Card member will be so rendered indefinitely. However this time limit shall not apply to cases of physical severance/ amputation of limbs.

Pre-existing Condition means Illness and any other illness, disease or sickness occurring or manifesting prior to 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 (12) months immediately prior to the Commencement Date.

Re-Employment means accepting and starting work for a new employer or the same employer under a new employment contract within ten (10) months from the date of actual unemployment.

ELIGIBILITY CONDITIONS

1. The Card member must meet the eligibility criteria stipulated by the Insured to become a Card member.
2. The Gross Salary of the Card member should not be less than AED 2,500/- per month.
3. The Card member should have been continuously employed with the same employer for a minimum of 6 months or until the date of confirmation whichever is later.
4. The Card member should have a full time permanent employment contract with his employer.
5. The Card member shall be within the age criteria specified herein.

Eligibility conditions 3 ,2 and 4 mentioned above are applicable to Involuntary Loss of Employment Section only.

SCOPE OF COVER

Subject to the terms and conditions provided in this policy the Company shall indemnify the Insured as hereinafter provided:

1. Death due to any cause (Death)

In the event of Death of a Card member 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 indemnify the Insured twice the actual outstanding balance amount including accrued interest as at the date of event subject to a maximum of 100% of the Credit Limit and subject to an overall cap of AED 100,000/- per person.

2. PTD due to any cause (PTD)

In the event of Permanent Total Disablement of a Card member 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 indemnify the Insured twice the actual outstanding balance amount including accrued interest as at the date of event subject to a maximum of 100% of the Credit Limit and subject to an overall cap of AED 100,000/- per person.

3. Critical Illness (CI)

In the event of a Card member being diagnosed with one or more of the Critical illnesses covered hereunder and 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 the actual outstanding balance amount including accrued interest as at the date of event subject to a maximum of 120% of the Credit Limit and subject to an overall cap of AED 100,000/- per person.

Provided that:

- a. The Card member has survived for one month after the diagnosis of any of the Critical illnesses defined.
- b. Waiting Period: No amount shall be payable under this policy in respect of a critical illness condition diagnosed within a period of 120 days after the Commencement date.

4. Involuntary Loss of Employment (ILOE)

In the event of involuntary unemployment of a Card member due to a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall indemnify the Insured 10% of the actual outstanding balance as on the date of notice of termination served to the Card member, subject to a maximum of AED 4,000/- per month, subject to a maximum of 12 months, i.e. AED 48,000/- in all per Card member.

Conditions:

- The Date of Event falls after a waiting period of 90 days from the Commencement Date.
- The Card member remains unemployed during the period for which the benefit under this policy is paid and shall provide all reasonable proofs as may be called upon by the Company in order to substantiate his unemployment
- The Card member/Insured shall inform the Company as soon as the Card member accepts an alternative job within twelve months period from the date of his actual unemployment. The customer needs to inform about his re-employment within 30 days of accepting an alternative job.

5. Hospital Cash Benefit

In the event of inpatient hospitalisation of a Card Member for a minimum period of 24 hours due to injury or sickness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company will pay to the Card Member a daily indemnity of AED 200/- (for each day the Card member is admitted in the hospital) subject to a maximum of 60 days in a policy year.

PROVIDED THAT:

1. Minimum Hospitalisation Period – 24 hours for both sickness & accident benefit
2. Waiting Period –
 - i. Hospitalisation due sickness – 90 days
 - ii. Hospitalisation due to accident – NIL

6. Lifestyle Benefits

In the event of an admissible death claim under the policy, the Company will pay the additional benefits as listed below to the Card member's family to enable them maintain their same standard of living.	
Benefit	Gold/Platinum/Signature
House Rent	AED 10,000 per month up to a maximum of three (3) months
School fees	AED 800 ,1 per child per month up to a maximum of 3 children for three (3) months.
Utility Bills	AED 3,500 per month for three (3) months
Essential Shopping	AED 3,000 per month for three (3) months
Cargo for shipping personal things to home country	Actuals up to a maximum of AED 10,000
Flying Mortal remains to home country	Actuals up to a maximum of AED 10,000

CONDITIONS

- 1) The Card member/Insured shall furnish the Company with any information the Company may require (including details of the state of health) in respect of the Card member for the benefits hereunder. Prior to acceptance, the Company may, at its sole reasonable discretion and at the Company's expense, require the Card member to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit.
- 2) The benefits under this policy shall be extended only to Primary Card members and not to an additional or supplementary Card member.
- 3) In respect of new Card members enrolled in the policy, the Company hereby agrees to bear the premiums to its account during the first 2 months from the Commencement Date. This policy shall continue to benefit the Card member, subject to the terms and conditions herein, unless the Card member specifically expresses his intention not to be covered and benefited.

- 4) Not with standing anything contained herein to the contrary the benefits under this policy in respect of the Card member shall terminate upon the happening of any one or more of the following:
 - (i) Cancellation of the Card member's Credit Card Facility;
 - (ii) The Card member having attained the Maximum Coverage Age specified in the schedule of this policy;
 - (iii) The Card member's Death or Permanent Total Disablement or Critical Illness;
 - (iv) the Card member becomes a defaulter for more than 90 days past due;
 - (v) Of the benefits under this policy by the Insured or the Card member at any time in accordance with the terms and conditions of this policy;

- 5) The Schedule forms part of this policy and the expression "this policy" or "policy" wherever used in this contract shall read as including the Schedule and any attached Sections, specifications, Endorsements or Exclusions.
- 6) The observance by the Insured of the terms of this policy and the truth of the statements and the answers by the Insured in the proposal and other material information provided by the Insured shall be condition precedent to any liability of the Company. The Insured shall not be liable in any way for any statement made or documents produced (or their correctness or veracity) by any Card Member in connection with this Policy. If the circumstances in which the insurance contract was entered into are materially altered without the written consent of the Company, the policy shall become null and void in respect of the particular Card member.
- 7) 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 Card member without any liability to the Insured.
- 8) It is hereby noted and agreed that the insured shall provide a monthly listing within 10 days from the end of each month in electronic format (Microsoft Excel Spreadsheet or Microsoft Access Database or any other format that can be easily convertible to above mentioned formats) containing the following information in respect of the Card members.
 - (i) Unique Customer Reference
 - (ii) Card issue date
 - (iii) Date of birth or Age
 - (iv) Outstanding loan amount as at the statement date/ billing cycle.

- 9) It is hereby noted and agreed that this policy may be cancelled by either party by giving 3 months written notice to that effect. On such notice of cancellation the Policy on the in-force portfolio is held covered until the expiry of the 3 months notice period.
- 10) Settlement of Disputes

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the (non-DIFC) Courts of Dubai.
- 11) Governing Law

This Agreement shall be governed by and construed in accordance with the applicable laws in force in the United Arab Emirates.

EXCLUSIONS

- 1) The benefits under this policy shall not be payable to the Card member where the Card member has received or has applied to receive a similar benefit covering the same interest under any other product or insurance in respect of the period for which the indemnity under this policy shall apply.
- 2) No Benefits under this policy shall be payable in respect of Death & PTD benefit of a Card member where the Event giving rise to a claim under this policy occurs as a result of:
 - Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognised medical practitioner);
 - The effects or complications arising from pregnancy;
 - The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner but this exclusion shall not apply to Death arising out of the above reason.
 - Due to chronic illness / condition but this exclusion shall not apply to Death resulting from chronic illness/ condition.
 - Illness due to pre-existing condition but this exclusion shall not apply in respect of Death occurring after a continuous period of 6 months from the Commencement Date in respect of the particular Card member. However, this exclusion is applicable only if the Company is able to substantiate 'Pre-existing Condition' within 1 month from the date of submission of all required claims documentation to the Company.
 - Any other exclusion mentioned in the General Exclusions.

- 3) The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
- Employees who have not been continuously employed with the same employer for minimum 6 months
 - Employees who are on probation.
 - Employment on a fixed term contract for less than 2 years or part time or temporary employment.
 - Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement.
 - Disability due to sickness or accident or any other medical reasons (mental and/or physical).
 - Where the Card member was aware of pending unemployment on or before the Commencement Date.
 - Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities.
 - Where the Card member has neither been terminated nor become redundant but his/her salary or allowances is being withheld in part or in full for any reason.
 - Unemployment due to any of the following:
 - o Misconduct
 - o Refusal to accept orders from the superiors
 - o Convicted in a crime
 - o Dishonesty or Fraudulent Act
 - o Non-performance or underperformance
 - The period for which payment from the employer is received instead of working notice;
 - Payment after the Card member reaches the Maximum Coverage Age specified.
 - Termination of employment due to voluntary retirement.
 - Company failure where a contributing cause was a natural catastrophic peril.
 - Any drive as per the government towards Emiratisation.
 - If at the date of Involuntary Loss of Employment the Card member 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 bonafide investment in a company quoted on a recognized stock exchange).
- Where the Card member was dismissed by his employer in accordance with the employers rights to do so under the UAE labour law.
- 4) No Benefits under this policy shall be payable for critical Illness where the event-giving rise to a claim under this policy occurs as a result of:
- o Covered Critical Illness occurring within 120 days of the Commencement Date.
 - o Due to chronic illness / condition.
 - o Illness due to pre-existing condition.
- 5) The Company is not liable in respect of Hospitalisation arising out of and/or attributable to and/or in connection with the following:
- No claim will be admissible in respect of hospitalisation cash benefit due to sickness within 2 days from the commencement date.
 - Pre-existing condition, however pre-existing conditions are covered after the first twelve months.
 - Treatment of chronic alcoholism, drug addiction, allergy or nervous or mental disorders; venereal disease; infection by any Human Immunodeficiency Virus (HIV) or the card member carrying any antibodies to such a virus;
 - Rest cures, sanatorium or custodial care or period of quarantine or isolation;
 - Cosmetic or plastic surgery, unless necessitated by an accidental injury occurring on or after the commencement date;
 - Dental examinations, X-Rays, extractions, fillings or general dental care; supply or fitting of eye glasses, lenses or hearing aids;
 - Any medical condition, abnormality or deformity which originated prior to the commencement date ;
 - Treatment not recommended or undertaken by a Physician or Surgeon;
 - Routine or other medical examinations or vaccinations or inoculations which are not required for the treatment of an illness or injury;
 - Injury or illness caused by nuclear fission, nuclear fusion, or radioactive contamination;
 - Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
 - Hospitalization other than emergency hospitalization whilst traveling outside UAE.

6) General Exclusions applicable to all Sections

- Consequent upon the following:
 - o War other than Passive War. "Passive war" cover is excluded if a card member is travelling to a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or where there are war like operations.
 - o Invasion
 - o Act of an enemy foreign to the nationality of a card member or the country in, or over, which the act occurs
 - o Civil war
 - o Riot
 - o Rebellion
 - o Insurrection
 - o Revolution
 - o Overthrow of the legally constituted government
 - o Terrorist activity of any kind
 - o Explosions of war weapons
 - o Release of weapons of mass destruction that do not involve an explosive sequence
 - o Murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the card member whether war be declared with that state or not.
- Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger , pilot or crew in a Scheduled Airline or charter service operating on a regular route;
- Any breach of criminal law by the card member or an assault provoked by him;
- Attempted suicide or self-inflicted injury whilst sane or insane within 1 year from the Commencement Date;
- Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where Nuclear, Biological, and Chemical material is involved.
- Aids Exclusion
- Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC) as defined by the World

Health Organisation from time to time; or

- The presence of the Human Immunodeficiency Virus (HIV) as revealed by the positive HIV anti-body or HIV test.

CLAIMS PROCEDURE

Upon happening of an event giving rise to a claim under this policy, the Card Member / Card Members legal representatives / Insured shall follow the following procedure.

- (a) Giving immediate written notice to the Company but not later than :
 - Death & PTD Claims - 90 days from date of event
 - HCB Claims - 30 days from date of admission to hospital
 - ILOE Claims - 60 days from the date of notice of termination
 - CI Claims - 60 days from date of diagnosis of Critical Illness
- (b) The insured or the Card Member or the Card Members legal personal representative shall complete the standard claim form issued by the Company and produced at no cost to the Company with such evidence to substantiate the claim to the satisfaction of the Company as the Company may reasonably require and shall submit all documents as soon as possible but not later than:
 - Death & PTD Claims - 180 days from date of event
 - HCB Claims - 30 days from the date of discharge from Hospital
 - ILOE Claims - 90 days from the date of notice of termination
 - CI Claims - 180 days from date of diagnosis of Critical Illness
- (c) In respect of ILOE Claims:
 - i. All claims reported between 26th of the month and 10th of the next month will be processed before 10th of the following month. A statement of settlement will be shared on 3rd of the following month and the first installment of the admitted claims will be paid on 10th of the following month. Likewise claims reported between 11th and 25th of the month will be processed before 23rd of the following month. A statement of settlement will be shared on 16th of the following month and the first installment of the admitted claims will be paid on 23rd of the following month.

- ii. The First installment will be 20% of the actual outstanding balance as on the date of notice of termination served to the Card member, subject to a maximum of AED 8,000/- per Card member. Subsequent installments will be 10 % of the actual outstanding balance as on date of notice of termination served to the Card member, subject to a maximum of AED 4,000/- per Card member. Subsequent installments will be paid on 10th every month, however if the customer is not eligible for subsequent installments then the same will be communicated to the bank in the statement of settlement.

iii. For example

Claims submission between	Processed before	Settlement Statement	First Installment Claim Settlement Date	First Installment Claim Settlement Amount	Next Installment due date	Next Installment amount
2014/01/26 - 2014/02/10	2014/01/26	2014/03/03, thereafter every 3rd of the month.	2014/03/10	20% of the actual o/s balance as on date of notice of termination served to the Card member	2014/04/10, provided the Card member is not reemployed	10% of the actual o/s balance as on date of notice of termination served to the Card member
2014/02/11 - 2014/02/25	2014/03/23	2014/03/16, thereafter every 16th of the month	2014/03/23	20% of the actual o/s balance as on date of notice of termination served to the Card member	2014/04/23, provided the Card member is not reemployed	10% of the actual o/s balance as on date of notice of termination served to the Card member

- (d) The Card Members or the Card Members legal personal representative or the Insured shall submit the following documents:

For Death Claims

- Death certificate.
- Post mortem report (wherever legally required).
- Police report (if Death was due to an accident).
- Medical report from an authorised medical practitioner 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 valid visa page (in case of Expatriates)/ National Identity Card (in case of Nationals).
- Credit Card outstanding statement as at the date of event.
- Any other documents as may be required to substantiate the claim.

For Permanent Total Disablement Claims

- Disability certificate from an authorised medical practitioner to assess disability;
- Police report (if disability is due to an accident),
- Medical report from an authorised medical practitioner with detailed diagnosis, cause of disability and details of treatment given (if any).
- Copy of passport with valid visa page (in case of Expatriates)/National Identity Card (in case of Nationals).
- Credit Card outstanding statement as at date of event.
- Any other documents as may be required to substantiate the claim.

For Critical Illness Claims

- Medical report from an authorised practitioner diagnosing critical illness.
- Police report (if critical illness is due to an accident).
- Copy of passport with valid visa page (in case of Expatriates)/National Identity Card (in case of Nationals).
- Credit Card outstanding statement as at date of event.
- Any other documents as may be required to substantiate the claim.

For Involuntary Loss of Employment Claims

- Notice of termination from the Card member's employer.
- Copy of passport with valid visa page (in case of Expatriates)/ National Identity Card (in case of Nationals).
- 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.
- Credit Card outstanding statement as at date of event.
- Any other documents as may be required to substantiate the claim.

For Hospital Cash Benefit Claims

- Hospital admission report.
- Medical report showing the diagnosis & the course of treatment.
- Certificate from the hospital administrator certifying the no. of days of continuous hospitalisation.
- Discharge Summary.
- Copy of passport with valid visa page (in case of Expatriates)/ National Identity Card (in case of Nationals).

- f) Credit Card outstanding statement as at date of event.
- g) Any other documents as may be required to substantiate the claim.

Lifestyle benefit Claims (in addition to documents submitted for death claims)

- a) Actual bills as may be required.
- b) Any other documents as may be required to substantiate the claim.

All documents indicated above may be required to be produced in original (other than those surrendered to the authorities or employer) for verification