



## MASTER LIFE & PERSONAL ACCIDENT INSURANCE SCHEME FOR FAB GEMS PRIMARY CREDIT CARD HOLDERS

Provided By

**Abu Dhabi National Insurance Company**

In association with

**First Abu Dhabi Bank**

We take pleasure in welcoming you as a First Abu Dhabi Bank GEMS Cardholder to enjoy benefits of this Master Life & Personal Accident Insurance Protection 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 any cause
- Permanent Total Disability (due to accident & sickness)
- Passive War Risk

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### Important Notice

1. Cover automatically starts from the commencement date
2. **Age Limits:**
  - Parent** - Minimum age at entry: 20 years Maximum age at entry: 55 years Maximum age at claim: 65 years
  - Child** - Minimum age at entry: 5 years  
Maximum age at entry: 20 years
3. The geographical limit of this policy is Worldwide
4. The Bank is not at any time considered as an agent of Abu Dhabi National Insurance Company the "Insurance Provider". Any claims or contestations for any insurance coverage can however be negotiated directly with Abu Dhabi National Insurance Company, Abu Dhabi, through the Policyholder's offices
5. Beneficiary is the Insured member/Insured Member's beneficiary
6. Underwriting Requirements: For enrolling more than 2 & up to 4 children the cover will be subject to satisfactory health declaration & any medical underwriting requirements.

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### Definitions

For the purposes of this policy, the following definitions shall apply unless the context otherwise requires:

**Policyholder/Assured** means the financial institution providing FAB GEMS Primary Credit Card facility to the Insured Members

**Insured Members** means the FAB GEMS credit card holders of the Policyholder who are availing this facility by virtue of an Agreement and who meet the conditions of eligibility mentioned hereunder.

**Accident** means where death/disablement is sustained by the Insured Member during the Period of Insurance caused solely and directly by external violent means, is unexpected, unforeseeable and not attributed to the Insured Member's intentional damage, self inflicted injury or suicide.

**Agreement** means a FAB GEMS Primary Credit Card agreement made between the Policyholder and an Insured Member.

**Bodily Injury** means bodily injury which:

- (a) is sustained by an Insured Member during the Period of Insurance.
- (b) is caused by an accident, and
- (c) solely and independently of any other cause, except illness directly resulting from, or surgical or medical treatment rendered necessary by, such injury, occasions the disablement of the Insured Member within 90 days from the date of the accident by which such injury is caused.

**Commencement Date** means the date on which an FAB GEMS credit card holder is enrolled for this policy or the date of inception of this policy whichever is later.

**Death** means death by any cause except as stated under the List of Exclusions mentioned under this policy.

**Permanent Total Disability**, means the total and permanent inability of the insured, due to accident or sickness, occurred prior the 65th anniversary, and medically observed, to perform Own or Similar occupation. If at the time of the loss, the Insured is unemployed, PTD means the Permanent and Total inability to perform, without assistance of a third person, the daily acts of living. Assessment of PTD and subsequent potential payment of benefit is made after 12 months of continuous disability following the event giving rise to the claim.

If at the time of the disability event, the Insured Member is self-employed, PTD means the permanent and total inability to perform, without assistance of a third person, at least 5 out of 6 of the following acts of daily living:

1. Washing: the ability to wash in the bath or in a shower (including getting into and out of the bath or shower) or wash satisfactory by other means;
2. Dressing: the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances;
3. Transferring: the ability to move from bed/chair to an upright position or wheelchair and vice versa;
4. Mobility: the ability to move indoors from room to room on level surface;
5. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
6. Feeding: the ability to feed one-self once food has been prepared and made available.

**Pre-Existing Condition** means any physical condition that was diagnosed, treated or for which a physician was consulted or the existence of symptoms of any illness or disease at any time prior to the commencement date of this policy unless declared and duly accepted by the Company.

**Sickness** means sickness which manifests itself on or after the date of the Agreement or the date of endorsement of this policy whichever is later.

**Travel** means any transport conveyance which is deemed to include private motor vehicle as well as public aircraft, ships, trains and busses licensed by the appropriate governmental authority to carry passengers on a permitted route with scheduled ports, terminals or stations of embarkation and disembarkation.

**Date of Event means any one of the following:**

- I. In respect of Death the date of death resulting from any cause except those expressly excluded, happening or manifesting after the Commencement Date and during the Cover Period.
- II. In respect of Permanent Total Disablement the date of recognition of Permanent Total Disablement by a Competent Authority results from an Accident or Sickness happening or manifesting after the Commencement Date and during the Cover Period.

In this policy unless the context otherwise requires words and phrases cognate to those defined herein or under the Schedule

attached hereto and shall be construed in accordance with those definitions and the singular includes the plural and the masculine the feminine and vice versa.

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#### SCOPE OF COVER

- Death due to any cause
- Permanent Total Disability ( due to accident & sickness)
- Passive War Risk

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

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#### Death Due to Any Cause

In the event of the Death of an Insured Member as mentioned in the Schedule of this policy the

Company will pay the Policyholder an amount equal to the Sum Insured

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#### Permanent Total Disability Benefits:

If an Insured Member is Permanently Totally Disabled as mentioned in the Schedule of this policy and is eligible for this benefit, the Company will pay the Policyholder an amount equal to the Sum Insured as at the date of event.

In the event of a claim for Permanent Total Disablement the salary as per the last monthly declaration prior to the date of event shall be used to determine the Sum Insured potentially payable.

Following payment of Permanent Total Disablement benefit, all insurance in respect of that Insured Member shall cease and the Company's liability shall be fully discharged.

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#### Passive War & Conventional Terrorism Rider

It is hereby agreed that, notwithstanding the terms and provisions of the basic policy Contract, the Company will cover the insured member of the group against Death and or disability occurring as a direct or indirect consequence of any of the following:

Invasion or acts perpetrated by foreign enemies (whether war be declared or not), hostilities, acts of terrorism, terrorist sabotage, civil war, martial law or declaration of a state of siege, state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege, civil disobedience, general mobilization, revolution, usurpation of power (military or politically), insurrection, rebellion, mutiny, riots, civil commotion, revolution, conspiracy, mutiny, strike, pillage, any kind of military projectile or explosive including booby trapped vehicles or objects, cannon shells, rockets or other weapon of war, whatever their origin and type, any act unlawful act perpetrated by armed individual be they members of political, military or paramilitary organizations or parties or not and be they acting on their behalf or on behalf of any other organizations.

The Company's liability under this Supplementary Contract shall be at any time limited to the benefit payable at the time on the disability of the said Insured provided such benefits shall not exceed a maximum amount as described in the basic policy.

#### EXCLUSIONS

However, this rider extension will not apply and no benefit will be payable if at the time of occurrence, the insured member(s) is directly or indirectly:

1. taking an active part in any of the above mentioned events,
2. engaged in any quarrel or dispute whether armed or not,
3. resisting arrest,
4. member of any armed force or serving in any armed force or member of any police or security or body guard services,
5. Traveling to a country after war has been declared or after it has been recognize as a war zone by the United Nations or where there're any of the event described above

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

This war coverage clause may be renewed from term to term on each Policy anniversary thereafter with the consent of the Company by payment in advance of the Company's premium rate in force at the time of renewal.

The effective date shall be the effective date of the Supplementary Contract unless a different date is shown here.

Sum Insured: AED 50,000 (per child) times the balance number of years the child is expected to graduate at GEMS school, subject to a maximum of 10 years.

Eg: If a child is aged 5 & studying at Grade I, SI shall be AED 50,000 X 10=500,000

If child is aged 15 & studying at Grade X, SI shall be 50,000 X 2 = 100,000

**Maximum Amount of Benefit per Child:** AED 500,000

**Maximum Amount of Cover:** AED 2,000,000 (maximum number of children allowed for enrollment is 4)

#### Eligibility

1. All FAB GEMS Primary Credit Card Holders whose children are pursuing full time education at any of GEMS group of schools.
2. The FAB GEMS Primary Credit Card Holders must be residing in UAE.

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#### LIST OF EXCLUSIONS

##### Applicable for Death Benefits:

- a) Directly or indirectly occasioned through war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or strike or mutiny, martial law, state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, violence, looting, sacking or pillage and terrorism.
- b) Directly or indirectly occasioned through accidental or deliberate

spread or use of atomic, biological or chemical material including death 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 atomic, biological and chemical material is involved.

- c) Directly or indirectly occasioned through any unlawful or criminal act of the Insured Person. If the Company alleges that by reason of any of the above mentioned exclusions (a) to (c) inclusive, claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured / Insured person / Insured Person's Legal Representatives.
- d) Suicide provided however that such an event happens within 12 (twelve) months from the Original Inception of Cover, self-inflicted injury.
- e) The Insured is member of the Army, Navy, Air Force, Police Force, or any other Security Force of any state, country or nation. This Exclusion is not deemed to apply to such personnel:
  - i). whilst not on active duty ie off duty or ii). People in the armed forces but whose nature of work is not military i.e. purely administrative work

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#### **Additional Exclusions for Disability benefits**

- a) Directly or indirectly caused by, contributed to aggravated by:
  1. Insanity, intoxication, alcohol or drugs not prescribed by a licensed medical practitioner, childbirth, pregnancy, mental and/or nervous disorders.
  2. Pre-existing illness or condition not declared in the application form.
- b) Human Immune Virus (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition:
- c) Kidnap or Hijack.
- d) Insured persons engaging or taking part in any of the following hazardous sports or activities.( list non exhaustive) as a profession and/or for income:
  - Winter sports other than skating and curling and skiing at any winter sports resort,
  - Skin diving involving the aid of breathing apparatus, diving beyond a depth of 20 meters, rock climbing or mountaineering, normally involving the use of ropes or guides potholing, caving, parachuting, hunting on horseback or equestrianism in competition, or driving or riding in any kind of race, maritime navigation beyond 20 nautical miles from coastal shelter, sports of combat, bungee jumping, rafting, any activity in desert areas, or sports needing the use of a motor engine.
  - Driving or riding on motorcycles or motor scooters for the purpose of racing or competition.
- e) Aviation, gliding or any form of aerial flight other than as a passenger in a fully licensed passenger carrying aircraft, provided that the term "passenger", for the purpose of this Policy, shall not include any person who is a member of the

crew of the aircraft or who is in such aircraft for the purpose of undertaking any technical operation therein.

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#### **CONDITIONS APPLICABLE**

1. All Primary FAB GEMS Credit Cardholders are covered under this Policy if he/she is holding a valid Credit Card issued by the Policyholder on or after the Commencement Date of this scheme, unless he/she elects not to be insured and are within specified age and underwriting limits. Supplementary cardholders are not covered.
2. The scheme expressly prohibits re-entry or inclusion of Credit Cardholders who have opted out of the scheme.
3. Minimum age for entry in scheme is Insured Member's 20th birthday and maximum age for granting cover will be 55th birthday but insurance cover will cease as soon as the Insured Member attains age 65.
4. The Insurance cover shall terminate on:
  - 4.1 PTD Claim of the insured primary card holder-parent.
  - 4.2 The child ceasing to be a full time bonafide student of GEMS group of schools
  - 4.3 Insured member ceasing to hold the FAB GEMS credit card.
  - 4.4 Non-payment of premium by the bank.
  - 4.5 Non-payment of the premium by the Insured Member.
  - 4.6 The date on which the Insured member attains maximum age limits as mentioned in the schedule.
5. **DISAPPEARANCE CLAUSE:** In consideration of the premium paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this insurance except as specifically provided herein, if a Insured member under this scheme disappears during the currency of this insurance and his body is not found within one year after his disappearance and sufficient evidences are produced satisfactory to the company that leads to them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the company shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the company if the insured is subsequently found to be living.
6. In the event of a claim it must be notified to the company as soon as possible but in any event not more than 30 days after the occurrence of the incident giving rise to the claim, together with any supporting evidence required by the company.
7. Failure to give notice of a claim in time will not invalidate the claim if satisfactory reason for the delay is given to the Company and if any medical examination report that is required can still be provided. However claims reported after one year from the date of occurrence shall not be payable
8. The Company shall make payment of the benefit insured under this policy on receiving proof satisfactory to the Company of the happening of the event upon which the Sum Insured is expressed to be payable, evidence of the age of the Insured

Member and subject to full payment of premiums and inclusion under the policy of the Insured Members as at the time such event took place.

9. No interest shall be payable by the Company in respect of the period between the date of Death and the payment of the insured amount to the policyholder/beneficiary
10. The Company shall make payment of the benefit insured under this policy on receiving proof satisfactory to the Company of the happening of the event upon which the Sum the age of the Insured Member and subject to full payment of premiums and inclusion under the policy of the Insured Members as at the time such event took place.
11. No benefit shall be payable by the Company for any claim for which the necessary Substantiating proof is not furnished.
12. This policy shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and United Arab Emirates. Any claims and or dispute arising out of or relating to this policy shall be subject to the exclusive jurisdiction of the competent courts of the Emirate of Abu Dhabi
13. All monetary amounts specified in this policy are expressed in the currency Dirham, referred to herein as UAE Dirham.
14. Cover is subject to the attached list of exclusions.
15. Every material representation and/or any information made by the Policyholder and/or his agent to the Company during the negotiations for the Policy and/or renewal, before the Policy and /or renewal(s) are concluded, and during the currency of the Policy and/or renewals(s), shall be true. If the aforesaid material representation and/or be untrue the Company may avoid the Policy. A representation is material which would influence the judgment of a prudent Insurer in fixing the premium, or determining whether they will take the risk.
16. If a claim upon this Policy be in any respect fraudulent or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Policyholder or any one acting on his behalf to obtain any benefit under this Insurance Policy or if the loss, destruction or damage be occasioned by the wilful act or with the connivance of the Insured all Benefits under this Policy shall be forfeited.
17. The due observance and fulfilment of the terms of this Insurance Policy in so far as they relate to anything to be done or complied with by the Assured/Insured and the truth of the statements and answers in the questionnaire and proposal made by the Assured/Insured shall be a condition precedent to any liability of the Insurer
18. It is a condition of this insurance that the Assured/Insured has disclosed to the concluded, every material fact and/or circumstance which was known to the Insured, and the Insured is deemed to know every circumstance which, in the ordinary course of business, ought to be known by them. If the Insured has failed to make such disclosure, the Insurer may avoid the contract. Every circumstance is material which would influence

the judgment of a prudent Insurer in fixing the premium, or determining whether they will take the risk. It is also a condition of this insurance that the Insured shall notify the Insurer during the validity of the contract, and before the renewal(s) are concluded and during the validity of each renewal, of any changes in the material fact and /or circumstances which may increase the risk to be borne by the Insurer.

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#### How to Claim

- I. Upon happening of an event giving rise to a claim under this Policy, the Policyholder shall give written notice to the Company but not later than 90 days from the Date of Event.
- II. 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:

**Abu Dhabi National Insurance Company**  
P. O. Box: 839, Abu Dhabi, United Arab Emirates.  
Telephone: 02 4080100/Fax No: 02 26268600  
You may contact Abu Dhabi National Insurance Company (ADNIC) at the toll free no. 8008040/,or send an email to ConsumerLinesClaims@adnic.ae
- III. 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.

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#### General Claims Procedure

The claims handling procedure for this Policy are as below:

1. Written notice of accident/ death/ injury/illness which could result in a claim being made under the Policy must be given to the Company immediately.
2. Such notification, apart from stating name of the Insured Member in respect of whom the claim is reported, should provide basic details including date of death/ accident/sickness and the type of benefit claimed.
  1. Upon receipt of Claim Notification, the Company shall:
    - I. Register the claim and allocate a claim number, to be quoted in all subsequent communications relating to that claim.
    - II. Advise the claim number to the Insured Member and request documentation considered necessary and reasonable for processing of the claim.
  2. Upon receipt of the above, the corresponding claim form complete in all respects shall be submitted to the Company together with all supporting documents requested.
  3. Upon receipt of the documented claim from the Insured, the Company shall advise any further documentation required to substantiate the claim or process the claim for settlement.
  4. For all valid claims payable in accordance with the terms and conditions of this Policy, the full and final discharge receipt would be issued by the Company.

### Documentation Checklist

- a) Death Claims:
- i. Claim Form duly completed and signed by authorized signatory
  - ii. Accident Report (in case of Accident)
  - iii. Death Certificate (in original). In case of death taking place outside U.A.E., such original Death certificate issued abroad should be attested by U.A.E Embassy
  - iv. Post Mortem Report (wherever required)
  - v. Police Report – if death due to accident/Road Traffic Accident
  - vi. Medical Report from a hospital with a detailed diagnosis, history of illness (if natural death) and cause of death, if the same is not clearly mentioned in death certificate.
  - vii. Copy of Passport including visa page (for expatriates)
  - viii. Credit card Application Form
  - ix. Complete Loan Statement (from the date of loan)
  - x. Clear copy of repatriation bills (if applicable)
  - xi. Any other document found necessary
  - xii. Copy of emirates id.
- b) Permanent Total Disability Claims (due to Accident/Sickness)
- i. Claim Form duly completed and signed by authorized signatory
  - ii. Accident Report (in case of Accident)
  - iii. Medical Report (in original) confirming exact degree of permanent disability issued by the Medical Board
  - iv. Police Report – if disability is as a result of accident/Road Traffic Accident
  - v. Medical Report from a Hospital with a detailed diagnosis, history of illness (if disability due to sickness) and cause of disability
  - vi. Copy of Passport including visa page. (for expatriates)
  - vii. Copy of Emirates id.
  - viii. Credit card Application Form
  - ix. Complete Loan Statement (from the date of loan)
  - x. Any other document found necessary

**The Bank 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**