

# LIFESTYLE PROTECT PLUS

## POLICY WORDING



### DEFINITIONS

For the purpose of this policy, the following terms wherever used herein shall be held to mean:

**Accident** means a sudden, unexpected, unintentional, specific event, which occurs during the period of Insurance at an identifiable time and place including exposure resulting from a mishap to a conveyance in which the Insured Person is traveling.

**AED** means the lawful currency of the United Arab Emirates.

**Bank** means First Gulf Bank, United Arab Emirates.

**Beneficiary** means the individual named by the Policy Holder and as mentioned in the Certificate of Insurance to whom the benefits under the Policy would be paid in case of a Death of the Policy Holder. Otherwise the benefits will be paid directly to the Policy Holder. Beneficiaries shall be the Spouse or Children or Parents.

**Bodily Injury** means identifiable physical injury which is caused by an Accident and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury.

**Certificate of Insurance (COI)** means the schedule of benefits duly signed by the Company which includes the Policy number, the name of the Insured Person, the death benefit amount, Monthly Benefit (for Involuntary Loss of Employment), the Commencement Date, limits as well as the Premium payable.

**Commencement Date/Effective Date** means the date Insured Person has given consent to the telephone marketing person of the Bank or the complete application form with valid payment instructions or the date of actual premium receipt, whichever is later.

**Company** means Royal & Sun Alliance Insurance (Middle East) B.S.C.(c), United Arab Emirates.

**Date of Event** means

- With respect to ILOE the date of Notification given to the Insured Person.
- With respect to Death, the date of death of the Insured Person.

**Death due to Illness**– loss of life due to a Sickness as determined by a physician / medical practitioner.

**Expatriate** means a person temporarily or permanently residing in a country and culture other than that of the person's upbringing.

**His/Her/He/She** means where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

**Indemnity Period** means a period of three months commencing from the date of actual Involuntary Loss of Employment.

**Insured Person** means the primary credit card holder of the Bank &/ or the Bank's customer who has taken the policy for himself

**Involuntary Loss of Employment (ILOE)** means unemployment of the Insured Person arising out of the unilateral decision of his employer to terminate his employment contract without citing any reason or for any reason other than those mentioned under exclusions in the policy, provided the Notification is given to the Insured Person at least after the Commencement Date.

A period of Involuntary Loss of Employment shall commence on the date the Insured Person loses his employment or in the event the

Insured Person is in receipt of payment in lieu of notice at the end of such period, whichever is the later i.e. the date from which the Insured Person will no longer get a salary from his employer.

**Lifestyle Protect Plus Plan** means the insurance policy made available to the Insured Person by the Company under this Policy and evidenced in the Certificate of Insurance.

**Monthly Benefit** means Monthly Benefit selected by the Insured Person providing the amount is less than or equal to his monthly salary at the Claim notification Date confirmed by a salary certificate provided by his employer and supported by the average of the last 3 salary credits on his bank statements.

**Maximum Coverage Age** means 65 years, however age 59 years in respect of Involuntary Loss of Employment Benefit.

**Minimum Age at Entry** means 18 years.

**Maximum Monthly Benefit** with respect to ILOE means AED 1,000; AED 2,000; AED 3,500 & AED 4,500 depending on the plan enrolled for.


**Notification** means the first intimation given to the Insured Person either orally or in writing of his impending Involuntary Loss of Employment by his employer.

**Period of Insurance** means the period for which premium is fully paid by the Insured Person.

**Premium** means the amount of premium payable by the Insured Person, in consideration of the Insurance cover provided by the Company.

**Pre Existing Illness** means illness, disease or sickness occurring or manifesting prior to the Effective Date or the date of commencement of subscription, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Effective Date or the date of commencement of subscription whichever is later

**Passive War** means a situation where the Insured Person is not actively involved in War, whether declared or not, or any Warlike operations, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Physician/Medical Practitioner** – son other than the insured person or close relative of the insured person, who is qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

**Re-Employment/Re-employed** means accepting and starting work for a new employer or the same employer under a new employment contract within the Indemnity Period from the date of Involuntary Loss of Employment.

**Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for a civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, or regular or chartered flights operated by such carrier.

**Self-employed** means working for one's self. Self-employed people can also be referred to as a person who works for himself instead of

an employer, but drawing income from a trade or business that they operate personally.

**Sickness/Illness/III** – sudden and unforeseen change in health, sickness or disease of the insured person contracted and commenced during the period of insurance as certified by a physician. The illness must be serious enough to consult a physician for the purpose of medical treatment and for which prevents the normal continuation of the insured person's daily life.

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment of the economy.

**Waiting Period** means a period following the Commencement Date. No claim for Involuntary Loss of Employment/Second Medical Opinion is permitted by the Insured Person where the Notification occurs during this period.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**Warlike Operations** means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial law or state of siege.

## PERSONAL ACCIDENT

### ELIGIBILITY FOR COVER

The Insured Person must:

1. Meet the eligibility conditions stipulated by the Bank;
2. Be older than 18 years and under 64 years, however age 59 years with respect to Involuntary Loss of Employment Benefit at the Commencement Date;
3. Be a UAE resident;
4. Be a salaried employee;

### DEATH DUE TO ACCIDENT

In the event of a Bodily Injury due to an Accident results in death of the Insured Person within one hundred eighty (180) days after the date of accident, the Company will pay the Sum Assured amount depending on the plan chosen as stated in the Certificate Of Insurance in accordance with the terms and conditions.

### LIFESTYLE BENEFITS

In the event of the Death of a Cardholder due to Accident or Sickness 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 beneficiary of the Cardholder subject to the limits specified in the Certificate of Insurance.

Death due to Accident and Lifestyle benefits (Sickness) provided under this policy will be subject to the following provisions and limitations:

1. The total indemnity payable shall be either due to Accident or Sickness and shall not exceed 100% as the highest compensation payable and as specified in the Certificate of Insurance.
2. The Company will pay, in lump sum payment, the Sum Assured amount depending on the plan chosen as stated in the COI in accordance with the terms and conditions for only:
  - a) House Rent,
  - b) School Fees,
  - c) Utility Bills,
  - d) Essential Cash due to Death.

In addition, and however, the Company will also reimburse for:

- e) Cargo for shipping personal things to home country and
- f) Flying mortal remains to home country

### ADDITIONAL BENEFITS

**INVOLUNTARY LOSS OF EMPLOYMENT** – In the event of Involuntary

Loss of Employment of the Insured Person after the Commencement Date and during the Period of Insurance, the Company shall pay the Monthly Benefit specified in the Certificate of Insurance not exceeding three months for each subsequent continuous complete 30 day period of the Insured Person's Involuntary Loss of Employment subject to the total period of such indemnity not exceeding three months.

### PROVIDED THAT FOR INVOLUNTARY LOSS OF EMPLOYMENT

1. The Notification falls after a Waiting Period of 180 days from the Commencement Date as specified on the Certificate of Insurance.
2. The Insured Person remains unemployed during the period for which the Monthly Benefit under this policy is paid.
3. The Insured Person shall inform the Company as soon as he accepts an alternative job within Indemnity Period. If it is found that the Insured Person has been Re-employed during the period he has been receiving Monthly Benefit, the entire claim will be void and the Company reserves the right to recover the full amount paid to the Insured Person as Monthly Benefit since the beginning of his Involuntary Loss of Employment.
4. The Insured Person is eligible as per the eligibility conditions provided here under.

### SECOND MEDICAL OPINION

The medical consultation service known as 'Second Medical Opinion', allows the Insured Person, to receive a second medical opinion directly from medical specialists working in world-class medical institutions, in case of suffering from any medical condition or grave illness deemed deserving of such an external evaluation based on the nature, severity, or complexity of the condition.

This second medical opinion is provided to any individual covered by the service, on a remote basis without having to travel outside their country of residence. All pertinent data regarding the case is sent via electronic transmission to the Specialist who in-turn provides his/her opinion on the case. This opinion is appropriate in order to confirm a diagnosis, determine a diagnosis for a complex and unresolved case and/or work with the treating Physician to determine that the prescribed treatment is the most appropriate option available locally and/or internationally for the specific condition.

No case may be submitted for review during the first sixty (60) days of coverage. This waiting period begins to count on the same day that the person comes under coverage for this rider.

### SECOND MEDICAL OPINION – THE PROCESS

The Insured Person initiates a request for service by contacting the Company who in turn is responsible to sending the information on the case to their contracted Medical Institute directly or via an appointed third party administrator (TPA). The Insured person provides background information on the case, which includes, among other information, a detailed medical history of the individual (provided by the treating physician) as well as results of all medical tests which have been performed and that pertain to the case. All information is sent via internet unless a different transmission mode (courier) is deemed necessary due to the nature of the materials being sent.

Once the second medical opinion has been issued by the Specialist(s), it is sent to the contracting entity/TPA or directly to the treating physician, for their subsequent review with the patient.

This 'opinion' may confirm or propose a diagnosis of the case and/or may help define the most appropriate treatment or procedures available to the Assured at that moment – be it in their own country or internationally. However the final professional evaluation and confirmation of the medical condition/diagnosis and/or the decision on the course of treatment to be followed is the responsibility of the treating physician.

The Company may, if need be, insist on the above documents to be provided in original for verification.

Documents should be submitted within a maximum period of 90 days from date of diagnosis or any extension provided by the Company.

## **EXCLUSIONS APPLICABLE WITH RESPECT TO SECOND MEDICAL OPINION**

- There are NO exclusions in terms of the type of medical condition or illness for which a second medical opinion may be requested, as long as it is deemed a critical or grave enough medical condition where such a review is warranted.
- There are NO exclusions for pre-existing conditions for which a second medical opinion may be requested
- A second medical opinion cannot be requested within sixty (60) days of the policy's effective date.

## **GENERAL CONDITIONS**

### **CONTRACT**

This Policy, and any endorsements (if any), the application form (if any) and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made by the Insured Person shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defense of a claim hereunder, unless such statement is contained in the said Certificate of Insurance.

No Agent but only a duly authorized Officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Policy.

All benefits under this Policy are payable at the Head Office of the Company situated at Dubai, UAE.

Each Insured Person and the Company agree and acknowledge that the Bank is not at any time an agent of the Company. Any claims, disputes or contestations of a Policy Holder in connection with this Policy shall be the full responsibility of the Company. The Company will manage all matters of the administration of the Policy directly with the Policy Holder.

### **AGE LIMITS**

18 years to 65 years, but not more than 64 at the time of enrolment with respect to Death/Second Medical Opinion benefit and age 59 years with respect to ILOE benefit. If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be January 1st of such Insured Person's year of birth unless it is mentioned & confirmed by passport or National ID.

### **SUPPLEMENTARY CARD HOLDERS**

The Monthly Benefit in respect of Involuntary Loss of employment, Death benefit and Second Medical Opinion under this policy shall be extended only to the primary credit card holders of the Bank.

### **REVIEW / FREE-LOOK PERIOD**

The Insured Person is entitled to a full refund of premium if coverage under the policy is cancelled by the Insured Person within thirty (30) days from the commencement date, by making a request through the Bank Call Center. The Company reserves the right to decline a second application following the cancellation of the first application under this plan from the same Insured Person.

### **SUFFICIENCY OF NOTICE**

Such notice given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the IP shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown by the Insured Person or Beneficiary that it was not reasonably possible to give such notice within the time provided and that notice was given as soon as reasonably possible thereafter.

### **CONTRIBUTION**

The Monthly Benefit shall be reduced on a pro-rata basis if the Insured Person has other policies of LifeStyle Protect Plus from First Gulf Bank in place providing protection in the event of his Involuntary Loss of Employment/ Death. In no circumstances can the Insured Person claim under more than one LifeStyle Protect Plus policy with the Bank at any one time

### **TERMINATION**

Not with standing anything contained herein to the contrary the Monthly Benefit under this policy in respect of the Insured Person

shall terminate upon the happening of any one or more of the following:

- i. The Insured Person attains the Maximum Coverage Age;
- ii. Upon payment of an Involuntary Loss of Employment /Death claim under this policy;
- iii. The Insured Person returns to work in respect of Involuntary Loss of employment;
- iv. Cancellation of this policy by the Insured Person at any time in accordance with the terms and conditions of this policy.
- v. The Insured Person loses his UAE residency status.
- vi. The Insured Person's Employment Visa is cancelled.
- vii. The Insured Person is no longer resident in UAE.
- viii. The date the Policy is terminated;

### **OBSERVANCE OF TERMS AND CONDITIONS**

The observance by the Insured Person of the terms of this policy and the truth of the statements and the answers given by the Insured Person in the application form /tele-conversation and other material information provided by the Insured Person shall be condition precedent to any liability of the Company. If the circumstances in which this policy was entered into are materially altered without the written consent of the Company, the policy shall become null and void.

### **FRAUDULENT CLAIMS**

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 Insured Person.

### **ARBITRATION**

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 arbitration under the Dubai International Arbitration Center (DIAC) Rules, which Rules are deemed incorporated by reference to this clause. The seat of the arbitration will be Dubai. The language used in the arbitration proceedings shall be English. The governing law shall be the substantive law of Dubai. Where any difference is to be referred to arbitration the making of an award shall be final.

### **JURISDICTION**

This policy shall be governed by and construed in accordance with the laws of the United Arab Emirates. In the absence of a valid arbitration proceeding agreement among the parties, all disputes arising hereunder shall be referred to the exclusive jurisdiction of the courts of the United Arab Emirates.

### **DATA TRANSFER**

The Insured Person provide the Company with his / her unambiguous consent to process, share, transfer and/ or disclose the personal data of the Insured Person – or any other party to this contract, howsoever obtained, to any recipient within or outside the country for the following purposes: (1) Assess and service this policy, (2) to conduct insurance claims Or analysis and (3) to comply with any legal and regulatory obligations to which the Company is subject to.

### **CUMULATIVE BENEFITS**

The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the Certificate of Insurance. If the Insured Person has more than one Policy issued by the Company then the maximum liability paid under all policies shall not exceed the limits stated in one Certificate Of Insurance for the highest plan, subject otherwise to the terms and conditions. The monthly benefit shall be reduced on a pro-rata basis if the Insured Person has other policies of Lifestyle Protect Plus or Lifestyle Protect from First Gulf Bank in place providing protection in the event of his involuntary loss of employment

### **REINSTATEMENT OF POLICY**

Reinstatement of the policy after a claim is paid is not allowed. In case if it is found that the Insured Person has re-enrolled into the scheme at any time during the currency of the policy, the policy will become null and void. No claim will be paid and the premium paid by the Insured Person is also not refundable.

When the Policy terminates by reason of non-payment of Premium, any subsequent acceptance of a Premium and reinstatement of the Policy by the Company shall solely be at the Company's option

## CANCELLATION

The Insured Person may cancel the policy at any time by making a request through the Bank Call Center. Such cancellation shall be without prejudice to any valid claim originating prior thereto. If such cancellation is after the 30 days from the commencement date then there will be no refund of the premium.

The Company may cancel the Policy at any time by written notice delivered to the Insured Person or mailed to the last address as shown by the records of the Company stating when not less than fifteen (15) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

## ASSIGNMENT

- a) Neither party to this Policy shall directly or indirectly assign this Policy or any of its rights and obligations, without the prior written approval of the other party.
- b) The right of designation or change of Beneficiary is reserved to the Insured Person. No assignment of interest shall be binding upon the Company until the Company receives written notice of the change of Beneficiary in a form satisfactory to the Company. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment
- c) Consent of the Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in the Policy.

## COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

## PREMIUMS

All premiums are payable in advance by the Insured Person on or before the date they become due; unless official notice of termination has been given.

## PREMIUM PAYMENT AND COVERAGE EFFECTIVE DATE

Coverage in respect of each Insured Person shall commence from the day the Insured Person signs application form of the bank /gives his consent to the Bank to enroll over thephone.

## POLICY RENEWAL

Automatic Renewal, However the Company reserves the right to offer the renewal and also the right to change the premium rates terms and conditions.

## CONFORMITY WITH STATUTES

Any provision of the policy which, on the Policy Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes.

## LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

## LANGUAGES

In case of differences over the interpretation of the policy, the Arabic text shall prevail

## TERRITORIAL LIMITS

Worldwide however restricted to United Arab Emirates with respect to ILOE.

## CLAIMS PROCEDURE

Upon happening of an event giving rise to a claim under this policy, the Insured Person shall follow the following procedure:

1. Notification of claims

Death Claims – Immediate written notice to the Company but not later than 60 days from date of event.

ILOE Claims – Immediate written notice to the Company but not later than 30 days from date of event.

2. Submission of Claim Documents  
ILOE claims – 60 days from Notification  
Death claims – 90 days from date of event.
3. The Insured Person 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;
4. The Insured Person or Insured Person's representative shall submit the following documents - WITH RESPECT TO INVOLUNTARY LOSS OF EMPLOYMENT
  - Notice of Termination from the Employer;
  - Copy of Passport with valid Visa Page (expatriates) or National identity card (UAE nationals);
  - If an Expatriate any documents to substantiate the Identity of UAE resident visa sponsor;
  - Salary slips for the 3 months preceding Notification together with supporting bank statements; In case the Insured Person is receiving the salary in cash then bank statement is not required.
  - The Company may also request for a copy of the Labour Contract from the Employer if its required to verify the period of employment contract;
  - Any other documents as may be required by the Company to validate the claim including further information that it may require to determine the cause of involuntary employment.
5. If the claim is accepted the Insured Person shall report in person to the company's offices each month as a pre-condition of future to confirm whilst the Monthly benefit in respect of the ILOE Benefit.
6. Claim amounts with respect to ILOE are paid directly to the customer in the event of an admissible claim.
7. All papers as indicated above may be required to be produced as attested copies (other than those surrendered to the authorities or Employer) for verification before the final settlement of claim. Note: In the event of an insured person overstating monthly salary at enrollment and thereby enrolling into a product variant, which offers a monthly benefit higher than his actual gross monthly salary. The company would pay monthly benefits so as to commensurate with a product variant that suits the insured person actual gross salary.

## ILOE CLAIMS SETTLEMENT PROCEDURE

### Investigation Stage

1. On receipt of all the documents, if the documents are in order the Company will forward the file for investigation or else the Insured Person will be requested for additional documents as may be required. At all times the Insured Person is required to cooperate with the Company where necessary to substantiate and justify their claim. If the claim is not admissible then the Insured Person will be notified accordingly.
2. Based on the investigation report, the Company will process the claim in accordance with the terms and conditions of the policy, and communicate the decision to the Insured Person.

### First Settlement (if valid)

1. If the claim is valid a Monthly Benefit will be paid to the Insured Person.
2. Settlement for all claims submitted on or before 15th of the previous month, and once validated, will be made on 1st of the following month and settlement for all claims submitted on or after 16th of the previous month, once validated, will be made on 16th of following month.

### Subsequent Settlements

1. The Company will conduct the investigation every month and the subsequent Monthly Benefit will be settled based on the investigation report. In case the Insured Person is not eligible for the next Monthly Benefit the Company will advise the Insured Person accordingly.
2. The Insured Person has to visit the Company every month with his original passport and declare his employment status. Subsequently the money will be paid to the Insured Person.



### **With respect to Death Benefit**

- Copy of Death Certificate
- Copy of Post Mortem Report (wherever legally required)
- Copy of Police Report (if death was due to an accident)
- Copy of Medical Report\* from a licensed and registered medical officer 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 (expatriates) or National identity card (UAE nationals)
- Any other documents as may be required.

### **SANCTIONS CLAUSE**

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

### **EXCLUSIONS**

#### **EXCLUSIONS APPLICABLE TO INVOLUNTARY LOSS OF EMPLOYMENT (ILOE) BENEFITS:**

The Company is not liable in respect of Involuntary Loss of Unemployment arising out of and/or attributable to and/or in connection with any of the following:

1. If the Insured Person is deemed to have impending knowledge in the reasonable opinion of the Company of Notification at the Commencement Date;
2. If the Insured Person has not been in continuous employment with the same employer for a period of 6 months;
3. If the Insured Person fails to successfully complete their probationary period;
4. Involuntary Loss of Employment due to misconduct, refusal to accept orders from superiors or poor performance, conviction of a crime, dishonesty or fraudulent act;
5. If the Involuntary Loss of Employment is in any way voluntary or results directly or indirectly from the Insured Persons own actions;
6. Any Involuntary Loss of Employment where the Insured Person cannot prove it was involuntary and that none of the exclusions in this section apply;
7. If the Insured Person refuse any other reasonable employment offered by His employer;
8. Resulting directly or indirectly from a strike, labour dispute or lock-out;
9. Happens at a time when working outside UAE for more than 30 days in a row;
10. As a result of resignation and or mutual agreement;
11. Where it is normal or seasonal in the Insured Persons occupation or due to non-renewal of an employment contract by the authorities;
12. Involuntary Loss of Employment resulting from a conviction for a crime or dishonesty or fraud;
13. If the Involuntary Loss of Employment is caused by the Insured Person not holding a valid UAE residents visa;
14. Arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
15. Directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous of any explosive nuclear assembly or nuclear component thereof;
16. If any misrepresentation or concealment is made by or on behalf of the Insured Person to obtain cover in support of any claim hereunder;
17. If at the date of the Involuntary Loss of Employment the Insured Person 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 bona fide investment in a company quoted on a recognized stock exchange);
18. Insured Persons employed on a fixed term contract of less than

- 2 years or in part time or temporary employment;
19. As a result of the Insured Person's Involuntary Loss of Employment arising at any time during the probationary period of the contract of employment.
20. Where the Insured Person was dismissed by his employer in accordance with the employers rights to do so under Article 120 of the UAE labour law;
21. Where the Insured Person has neither had his employment terminated nor become redundant but instead had his salary and or allowances withheld in full for whatever reason;
22. Company failure where a contributing cause was a natural catastrophic peril;
23. The period for which payment from the employer is received instead of working notice;
24. Any drive as per the UAE government towards Emiratisation;
25. The Insured Person is deemed to be self-employed.
26. Any notification not reported to the Company within 30 days.

#### **EXCLUSIONS APPLICABLE WITH RESPECT TO DEATH DUE TO ACCIDENT AND SICKNESS.**

No Benefits under this section shall be payable in respect of an insured person where the event giving rise to a claim occurs as a result of

- Illness occurring within 30 days of the commencement date;
- Suicide (as defined in the UAE Civil Code), attempted suicide or any deliberate or self-inflicted injury within 12 months of the commencement date.
- Any breach of law by the cardholder or an assault provoked by him;
- The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner.
- Engaging in or taking part in
  - Naval, military or air force service or operations;
  - Winter sports (other than skating or curling) at any winter sports resort,
  - Sky diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
  - Driving or riding on motor cycles or motor scooters exceeding 250 CC or more
- Any accident occurring on or in or about any aircraft other than an aircraft in which the insured person /customer was traveling as a bonafide passenger and which is operated by a licensed commercial or chartered airline;
- Pre-existing illness or conditions however pre-existing illness are covered after 12 months from the commencement date
- Pregnancy, childbirth or abortion or any complications arising therefrom
- Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act.
- Any other exclusion mentioned in the General Exclusions.

#### **GENERAL EXCLUSIONS WITH RESPECT TO ACCIDENTAL DEATH & DEATH DUE TO SICKNESS**

No Benefits under this policy shall be payable in respect of an Insured Person where the Event giving rise to a claim under this policy occurs as a result of:

- Nuclear radiation, nuclear fission, nuclear fusion and/or radioactive contamination
- Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurrection, popular rising, usurped power, terrorism. War exclusion shall be applicable only when the Insured Person is an active member of the military forces e.g. Army, Navy, Air Force, Territorial Army or Police or any other special forces activated by Government or other public authorities to defend law and order in case of a warlike operation, or any other person who takes up arms in an active or defensive role. However Passive War risk is covered. Passive War cover is excluded if an insured person is permanently assigned 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 warlike operations. Warlike operations means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial law or state of siege. Permanent means an assignment of more than 28 days.

- 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.

Lifestyle Protect Plus policy shall at all times be subject to the terms and conditions of the policy contract issued by the Company. First Gulf Bank is a distributor of these policies and shall not be responsible for the Company's actions or decisions nor shall First Gulf Bank be liable regarding payment of claims under the policy/ Insurance contract issued by the Company.

Claim Payment: Indemnity, if any, of the insured person will be paid to the insured person.

In case the insured person is unable to claim under the policy then the indemnity if any of the insured person is payable to the beneficiary as evidenced in the Certificate of Insurance, who shall be the legal beneficiary designated in writing. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

## CONTACT INFORMATION

In case of queries related to coverage, benefits, claims procedure or policy administration you may contact

For Sales & Other Enquiries: Call 8002700 or email us at [customerserv@fgb.ae](mailto:customerserv@fgb.ae)

For Claims: Call 04 302 9835 / 04 302 9903 or email us at [nonmotorclaims@ae.rsagroup.com](mailto:nonmotorclaims@ae.rsagroup.com)