



## SMART PROTECT I POLICY TERMS AND CONDITIONS

**Section: 1****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 travelling.

**AED** means the lawful currency for the time being of the United Arab Emirates.

**Bank** means Mashreq 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 Certificate number, the name of the Insured Person, the death benefit amount, Monthly Benefit (for Involuntary Loss of Employment), Hospital Cash Benefit amount, the Commencement Date, the Waiting period, limits as well as the policy date and Premium payable.

**Commencement Date /Effective Date** means the start of the Period of Insurance.

**Company** means Oman Insurance Company (OIC), United Arab Emirates.

**Death** means death by injury or illness

**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
- With respect to Hospital Cash Benefit, the date of admission in the hospital for a period of more than 48 hours

**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.

**Hospital** means an establishment which meets all of the following requirements: (1) holds a license as a hospital in the UAE, if required; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and (7) maintains X-ray equipment and operating room facilities.

**Insured Person (IP)** means the primary credit card holder of the Bank.

**Inpatient** means when an Insured Person is admitted in a Hospital for treatment for a minimum period of 48 hrs.

**Indemnity Period** means a period of three months commencing from the date of actual Involuntary Loss of Employment and with respect to Hospital Cash Benefit, this would be a period of thirty (30) days in a policy year.

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

**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 90 days 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.

**Smart Protect** means the insurance policy made available to the Policy Holder by the Company under this Policy and evidenced in the Certificate of Insurance.

**LANGUAGES**

A copy of the Arabic term is available upon request. In case of differences over the interpretation of the policy, the Arabic text shall prevail.

**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 60 years or the Insured Person's normal retirement age, whichever is earlier in respect of Involuntary Loss of Employment Benefit. The maximum coverage age with respect to Hospital Cash Benefit would be age 55.

**Minimum Age at Entry** means 18 years

**Maximum Monthly Benefit** with respect to ILOE means AED 1,000;

**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.

**Policy Holder** means the Bank's customer who has taken the policy for himself

**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.

**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.

**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 /Hospital Cash Benefit 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.

## 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 and age 54 years with respect to Hospital Cash Benefit at the Commencement Date;
3. Be a UAE resident;
4. Be a salaried employee;

## SCOPE OF COVER

### DEATH DUE TO SICKNESS

In the event of a death of an Insured Person due to any sickness arising out of a cause not specifically excluded under this Policy after the Effective Date and during the Period of Insurance, the Company shall, pay to the Beneficiary the sum as stated in the COI in accordance with the terms and conditions.

### 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 COI in accordance with the terms and condition

### 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 90 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 hereunder.

### HOSPITAL CASH BENEFIT

In the event of hospitalization as inpatient for a minimum period of 48 hours consequent upon the Insured Person falling ill or sustaining injury arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall pay to the Insured Person a daily indemnity of as specified in the COI in accordance with the terms and conditions.

## 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 defence of a claim hereunder, unless such statement is contained in the said Certificate of Insurance.

No Agent but only a duly authorised 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 benefit age 59 years with respect to ILOE benefit and age 54 years with respect to Hospital Cash 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 Hospital Cash Benefit 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.

### GRACE PERIOD

A grace period of thirty (30) days (the Grace Period) will be granted for the payment of each Premium falling due after the first Premium, during which time the Policy shall be continued in force, unless the Policy has been cancelled in accordance with provision above entitled "Cancellation".

The IP shall be liable to the Company for the payment of the Premium for the period the Policy continues in force. If loss occurs within the Grace Period, any Premium then due and unpaid will be deducted on settlement.

### 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 IP 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 Smart Protect from Mashreq Bank in place providing protection in the event of his Involuntary Loss of Employment/ Death/Hospital Cash Benefit. In no circumstances can the Insured Person claim under more than one Smart Protect policy with the Bank at any one time.

### TERMINATION

Notwithstanding 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/ Total indemnity payment of Hospital Cash Benefit as applicable 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;
- viii. The Premium due date if the required Premium is not paid within the Grace Period;

**CONTRACT**

The Certificate of Insurance forms part of this policy and the expression "this policy" or "policy" wherever used in this contract shall read as including the Certificate of Insurance and any attached Sections, Specifications, Endorsements or Exclusions.

**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.

**Governing Laws & Jurisdiction**

The law applicable to and governing this policy is the law of the United Arab Emirates. Any disputes involving this Policy will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates.

**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. In case the Insured Person has more than one Policy issued by the Company then the premium collected under other policies will be refunded to the Insured Person and the claim will be paid only under one policy, subject otherwise to the terms and conditions.

**REINSTATEMENT OF POLICY**

Reinstatement of the policy after an Involuntary Loss Of Employment /Hospital Cash Benefit claim is allowed. However subsequent ILOE claims would be subject to a waiting period of 180 days post the insured person having got re-employed. 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 IP 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**

- 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.
- The right of designation or change of Beneficiary is reserved to the IP. 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.
- 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 the phone.

**POLICY RENEWAL**

No Automatic Renewal, 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.

**TERRITORIAL LIMITS**

Worldwide however restricted to United Arab Emirates with respect to ILOE and Hospital Cash Benefit.

**CLAIMS PROCEDURE**

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

- Notification of claims
  - Death Claims-Immediate written notice to the Company but not later than 90 days from date of event.
  - ILOE Claims – Immediate written notice to the Company but not later than 60 days from date of event.
  - Hospital Cash Benefit - Notice within a maximum of 5 days from the date of discharge from the hospital.
- Submission of Claim Documents
  - ILOE claims - 90 days from Notification
  - Death /Hospital Cash Benefit claims- 120 days from date of event.
- The Insured Person /Insured Persons legal personal representative shall complete the standard claim form issued by OIC and produced at no cost to OIC with such evidence to substantiate the claim to the satisfaction of OIC as OIC may reasonably require;
- 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 it is 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 unemployment.
- 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.
- Claims amounts with respect to ILOE are paid directly to the customer in the event of an admissible claim.
- 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.

**ILOE CLAIMS SETTLEMENT PROCEDURE****Investigation Stage**

- 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.
- 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)**

- If the claim is valid a Monthly Benefit will be paid to the Insured Person's
- 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 licenced 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.

**With respect to Hospital Cash Benefit**

- Police Report if applicable
- Medical Report\* from a licensed and registered medical officer
- Discharge Summary.
- Any other documents as may be required

**SANCTION CLAUSE**

The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and / or all other jurisdictions where the Company transacts its business.

**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 or refusal to accept orders from superiors or poor performance;
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 45 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 nationalisation 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 ionising radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
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 recognised 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;
- Any deliberate self-inflicted injury and/or Suicide 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 travelling 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 eg. 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 recognised 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.



**Exclusions Applicable with respect to Hospital Cash Benefit.**

1. Waiting Period: Accident: NIL Illness: 30 days from policy commencement date
2. Pre existing illnesses or conditions
3. Psychiatric hospitalisation
4. Home medical care
5. Plastic surgery
6. No payment shall be made under this policy on the hospitalisation claim if such hospitalisation has occurred as a result of:
  - Motor cycling
    - i. as a driver or passenger on machines with more than 250 cc engine capacity; or
    - ii. as a driver if the IP does not have a valid motor cycle licence
  - Mountaineering or rock climbing that uses ropes or guides, bungee jumping, scuba diving, pot holing or organised team sports.
  - Big Game Hunting, BMX Stunt Riding, Boxing, Free Climb Mountaineering, Go-Karting, Gymnastic, High Diving (other than from a purpose built diving board over a man-made swimming pool), Jousting, Martial Arts, Micro-lighting, Motor Rallies or Competitions, Outdoor Endurance, Outward Bound Courses, Safaris with guns, Show Jumping, Stunt Events, Underground Activities (other than as a part of an organised excursion or tour), Water Ski Jumping, White Water Rafting, Wrestling or any variations thereof. Competing in or practising for speed or time trials, sprints or racing of any kind. Taking part in expeditions or being a crewmember on a vessel.

**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.

**Section: 2****ATM ASSAULT AND ROBBERY**

Please read the entire policy to determine your rights, duties and what is and what is not covered.

Words with special meanings are defined in Section II, Policy Definitions, or in the part of the policy where they are used. Defined terms appear in bold throughout the policy.

**I. INSURANCE AGREEMENT**

We will provide you with the insurance described in the policy in return for your compliance with all applicable provisions of this policy.

**II. POLICY DEFINITIONS**

- A. ATM** means automatic teller machine
- B. Bank account** means an account for personal use, with a qualified financial institution against which the account holder can deposit and withdraw money, or, deposit and draw checks.
- C. Check** means any bank draft, other than a draft with a stamped signature, drawn against deposited funds to pay a specific sum to a specified payee on demand.
- D. Bodily injury** means bodily harm, sickness or disease.
- E. Business** means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, any other legal activity in which one is engaged for money or other compensation.
- F. First aid** means necessary treatment and transportation, provided by a medical professional.
- G. Money** means currency, coins and bank notes in current use and having a face value.
- H. Payment card** means any ATM, credit, charge and/or debit cards issued by a qualified financial institution or retailer for personal use only.
- I. Policy period** means the period of time that you are covered by this insurance from the policy effective date to the policy expiration date
- J. Relative** means your spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.

**K. Robbery** means the unlawful taking of your money by a person or person(s) using violence or the threat of violence and who has/have caused or threatened physical harm to you, your spouse or civil partner and / or children under age 21.

**L. You** means the beneficiary of the insurance coverage and whose name appears on the payment card.

**M. Your** means belonging or pertaining to you.

**N. We, us, and our** means the Oman Insurance Company (P.S.C)

**III. COVERAGES: ATM ASSAULT AND ROBBERY****A. What We Cover**

We will cover the following:

We will reimburse you for the money you withdrew, with your payment card, from any ATM around the world, that was stolen as a result of a robbery, occurring within 15 minutes of the withdrawal of the money, up to the per occurrence and per policy limits listed on the policy.

**B. Coverage Exclusions**

We will not cover costs or losses:

1. other than those listed in Section III.A, "What We Cover";
2. incurred by any third parties;
3. resulting from the robbery of anything other than the money you withdrew from the ATM;
4. that happened before and/or after the covered robbery period;
5. related to any medical treatment due to mental illness, post traumatic stress disorder, or real or perceived emotional distress following an ATM robbery;
6. that do not occur within the policy period;
7. that result from, or are related to, business pursuits including your work or profession;
8. caused by your illegal acts or those a relative;
9. that you have intentionally caused;
10. that result from the intentional actions of a relative, or actions that a relative knew of or planned;
11. due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution,
12. insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
13. due to the order of any government, public authority, or customs' official.

**C. Duties After A Loss**

In the event of a covered loss, you shall:

1. Contact us at (800 4746 / 04-2337777) within 24 hours of your experiencing an ATM robbery, to obtain a claim form and instructions on what to do after a loss;
2. File a police report within 24 hours of your experiencing an ATM robbery;
3. Notify your bank of an ATM robbery within 24 hours of your experiencing an ATM robbery;
4. Complete, sign and return the claim form to us with the following documents within 30 days of making the original claim:
  - an official police report regarding an ATM robbery;
  - an authorization for us to obtain records from your bank (if applicable); and
  - all other relevant documents we may ask you to provide; and
5. Cooperate with us in investigating, evaluating and settling a claim.

**IV. POLICY CONDITIONS****A. Valid Account**

Your account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, your account is in delinquency, collection, or cancellation status.

**B. Excess of Other Insurance Coverage**

Coverages provided by this policy are provided as excess; this means that if, at the time of occurrence, you have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the policy [Declaration page or Certificate].

**C. Governing Laws & Jurisdictions**

This policy shall be governed by the laws of the United Arab Emirates. A dispute between the Insurer and the Policyholder regarding any aspect of this Policy will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates

**D. Concealment or Fraud**

This entire policy will be voided, whether before or after the loss, if you willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to us.

**E. Loss Prevention**

You must use all reasonable means to avoid future loss at and after the time of loss.

**F. Sanctions**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance coverage transacting business or otherwise offering economic benefits to the insured or any other beneficiary under the policy. All other terms, conditions and exceptions remain unchanged

**G. Transfer**

You may not transfer your interest in this insurance to anyone.

**H. Subrogation**

If we make any payment or otherwise make good on any loss applying under this policy, we shall be subrogated to all your rights of recovery against any other person or persons and you shall complete, sign and deliver any documents necessary to secure such rights. You shall not take any action following a loss to prejudice such rights of subrogation.

**J. Burden of Proof**

In any action, suit or other proceedings where we allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on you.

**K. Compliance**

We have no duty to provide coverage under this policy unless you have fully complied with the duties that are detailed in each policy section.

**V. POLICY DEDUCTIBLE**

Subject to the policy limits that apply, we will pay only that part of the total of all covered loss that exceeds the deductible amount shown on the policy.

**VI. POLICY LIMITATION**

For each of the coverages, regardless of the number of claims made individually or in aggregate, we will pay up to the maximum amount per occurrence and in the aggregate as shown on the policy.

**A. Our Cancellation**

We may cancel this policy at any time by giving you a 30 days' prior written notice. This notice will be posted to you at the last known mailing address.

**B. Changes**

You must notify us within 30 days of any change in circumstance which will affect this insurance.

If we are advised by you of any change in circumstance which will affect this insurance, we reserve the right to amend any of the terms and conditions for this insurance following at least 30 days' notice to you by us.

No change or modification of this policy shall be effective except when made by written endorsement signed by our authorized representative.

**FRAUDULENT CHARGES**

Please read the entire policy to determine your rights, duties and what is and what is not covered.

**I. INSURANCE AGREEMENT**

We will provide you, the insured, the insurance described in this policy, in return for the payment of the premium and your compliance with all applicable provisions of this policy.

**II. POLICY DEFINITIONS**

**A. ATM** means automatic teller machine

**B. Bank account** means any account for personal use, with a qualified financial institution against which the account holder can deposit and withdraw money, or deposit and draw checks.

**C. Business** means (i) a trade, profession or occupation including those conducted on a full-time, part-time or occasional basis, or, (ii) any other legal activity in which one is engaged for money or other compensation.

**D. Burglary** means the unlawful taking of your property, or an attempt thereof, by a person or persons who illegally entered your primary residence, using force or violence, with visible signs of forced entry.

**E. Credit account** means any credit arrangement, from a qualified financial institution for personal use, such as a credit card account or a car/home loan account.

**F. Lost** means no longer in your possession due to having been (i) inadvertently misplaced, or, (ii) in an irretrievable place.

**J. Payment card** means any ATM, credit, charge or debit card issued by a qualified financial institution or retailer for personal use only.

**K. Payment card issuer(s)** means any qualified financial institutions and/or retailers who have the ability to issue a payment card.

**L. Policy period** means the period of time that you are covered by this insurance from the policy effective date to the policy expiration date.

**M. Relative** means your spouse, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew.

**N. Robbery** means the unlawful taking of your property, by a person or person(s), by using violence or the threat of violence and who has/have caused, or threatened, physical harm to you, your spouse and/ or civil partner and/or children under age 21.

**O. Theft** means the unlawful taking of property from your care and/or custody without consent with the intent of gain, as a result of a robbery or a burglary.

**P. You** means the insured shown on the policy.

**Q. Your** means belonging or pertaining to you.

**R. We, us, and our** means the Oman Insurance Company(P.S.C)

**III. COVERAGE: FRAUDULENT CHARGES****A. What We Cover**

We will cover the following, up to the per occurrence and per policy period limits listed on the policy:

1. If your payment card is lost, or is the object of a theft, we will reimburse you for the unauthorized charges, for which you are responsible, on your bank account and/or credit account, up to 48 hours prior to your first reporting of the event to your payment card issuer(s).
2. If your payment card is still in your possession and unauthorized charges are made on your bank account and/or credit account, through: (i) in-store, (ii) telephone, (iii) ATM withdrawals, and/or (iv) on-line purchase(s), using your payment card information, we will reimburse you for the unauthorized charges, for which you are responsible, which are incurred up to two (2) months prior to your first reporting of the event to your payment card issuer(s).

**B. Coverage Exclusions**

We will not cover:

1. Costs other than those listed in Section III. A, "What We Cover";
2. Additional losses that occur due to your failure to comply with Section III.D, "Duties After A Loss";
3. Unauthorized charges made on payment card that was lost or the object of theft, more than 48 hours prior to your first reporting of the event to your payment card issuer(s);
4. Unauthorized ATM withdrawals that were made more than two (2) months prior to your first reporting of the event to your payment card issuer(s), bank account issuer(s) and/or credits account issuer(s);
5. Unauthorized charges made on your payment card if your payment card has not been lost or the object of theft more than two (2) months prior to your first reporting the event to your payment card issuer(s);
6. Charges incurred by a resident of your household, or by a person entrusted with your payment card;
7. Losses that do not occur during the policy period;
8. Losses that result from, or are related to, business pursuits including your work or profession;

9. Losses caused by your, or your relatives', illegal acts;
10. Losses that you have intentionally caused;
11. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned;
12. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
13. Losses due to the order of any government, public authority, or customs' official.

### **C. Coverage Conditions**

1. You must comply with all terms and conditions by which your payment card(s) is/are issued.
2. We will only pay for unauthorized charges for which you are responsible under the terms and conditions of your payment card(s).
3. You must submit evidence to us that unauthorized charges were made from your bank account or credit account.

### **D. Duties After A Loss**

In the event of a covered loss, you shall:

1. Contact us at (800 4746 / 04-2337777) within 24 hours of your discovery of a loss, to obtain a claim form and instructions on what to do after a loss;
2. File a police report within 24 hours of discovering a theft, unauthorized charges or ATM withdrawals;
3. Report the theft or loss of your payment card to the payment card issuer(s), bank account issuer(s) or credit account issuer(s), within 24 hours of discovering such theft or loss;
4. To the extent your payment card was not lost or the object theft, report the unauthorized charges, or ATM withdrawal(s), to the payment card issuer(s), bank account issuer(s) or credit account issuer(s), and to us, within 24 hours of your discovery of a loss;
5. Complete, sign and return the claim form to us with all the following documents, within 30 days of making the original claim:
  - documentation from the payment card issuer(s) verifying the unauthorized charges for which you are held responsible;
  - an official police report regarding the loss; and
  - all other relevant documents we may ask you to provide; and
6. Cooperate with us in investigating, evaluating and settling a claim.

### **E. Valid Account**

Your account must be valid and in good standing for coverage to apply. Benefits will not be paid if, on the date of occurrence, on the date of claim filing, or on the date of would-be claim payment, your account is in delinquency, collection, or cancellation status.

### **F. Excess of Other Insurance Coverage**

Coverages provided by this policy are in excess; this means that if, at the time of occurrence, you have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the policy

### **G. Governing Laws & Jurisdiction**

This policy shall be governed by the laws of the United Arab Emirates. A dispute between the Insurer and the Policyholder regarding any aspect of this Policy will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates

### **H. Automatic Renewal**

This policy will be automatically renewed unless otherwise cancelled under Section VII, "Policy Cancellation/Changes", of this policy.

### **I. Concealment or Fraud**

This entire policy will be voided, whether before or after the loss, if you willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to us.

### **J. Loss Prevention**

You must use all reasonable means to avoid future loss at and after the time of a loss.

### **K. Sanctions**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance coverage transacting business or otherwise offering economic benefits to the insured or any other beneficiary under the policy. All other terms, conditions and exceptions remain unchanged.

### **L. Transfer**

You may not transfer your interest in this insurance.

### **M. Subrogation**

If we make any payment or otherwise make good on any loss applying under this policy, we shall be subrogated to all your rights of recovery against any other person or persons and you shall complete, sign and deliver any documents necessary to secure such rights. You shall not take any action following a loss to prejudice such rights of subrogation.

### **N. Burden of Proof**

In any action, suit or other proceedings where we allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on you.

### **O. Compliance**

We have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each policy section.

### **V. POLICY DEDUCTIBLE**

Subject to the policy limits that apply, we will pay only that part of the total of all covered loss that exceeds the deductible amount shown on the policy.

### **VI. POLICY LIMITATION**

For each of the coverages, regardless of the number of claims made individually or in aggregate, we will pay up to the maximum amount per occurrence and per policy period as shown on the policy [Declaration page or in a Certificate].

### **A. Your Cancellation**

You may cancel this policy at any time by giving us a 15 days' prior written notice.

When this policy is canceled:

- If you have not made a claim during the policy period, any unearned portion of the premium will be refunded using our short rated methodology.
- If you have had a claim during the policy period, any unearned portion of the premium will not be refunded.

### **B. Our Cancellation**

We may cancel this policy at any time by giving you a 15 days' prior written notice. This notice will be posted to you at the last known mailing address. When this policy is canceled, any unearned portion of the premium will be refunded on a prorated basis.

If you have had a claim during the policy period, any unearned portion of the premium will not be refunded.

We may cancel this policy within 15 days' prior written notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, to our agent or under any finance or credit plan. This notice will be posted to you at the last known mailing address.

### **C. Changes**

You must notify us within 15 days of any change in circumstance which will affect this insurance.

If we are advised by you of any change in circumstance which will affect this insurance, we reserve the right to amend any of the terms or conditions including premium of this insurance following at least 15 days' notice to you by us.

No change or modification of this policy shall be effective except when made by written endorsement signed by our authorized representative.

### **Contact Information:**

**For any queries related to coverage, benefits, claims procedure or policy administration you may contact Oman Insurance Company at the toll free no. 800 4746, fax 04 2337775**