

# Credit Shield Terms and Conditions

## 1 Product Description

Credit Shield is an optional insurance product available to primary credit card customers, providing credit protection in the event of their death due to accident (Complimentary coverage for death due to natural causes), permanent disability or diagnosis of certain critical illnesses meeting the terms and conditions mentioned in the following sections. The insurance cover equals the cardholder's Credit Card Outstanding Amount subject to the maximum amounts described in section 2 below.

Insurance cover is provided under the Group Credit Card Holders Policy No. **P/01/CS/19/0016086/01** (hereinafter referred to as "the Policy") issued by **Orient Insurance PJSC** (hereinafter referred to as "the Company") in favour of Commercial Bank International PSC (hereinafter referred to as "CBI" or "the Policyholder").

Please read through the following cover details in order to understand the scope of the cover offered.

## 2 Cover Limits

### 2.1 Death due to accident\*\* or Permanent Total Disability (PTD):

| Card Type        | Maximum Limit per Primary Cardholder* |
|------------------|---------------------------------------|
| Silver           | AED 50,000                            |
| Gold             | AED 100,000                           |
| Titanium         | AED 150,000                           |
| Platinum / World | AED 250,000                           |

\* Up to the credit limit of the primary card or the outstanding whichever is lower.

\*\* Complimentary coverage for death due to natural causes

### 2.2 Critical Illness:

| Card Type        | Maximum Limit per Primary Cardholder* |
|------------------|---------------------------------------|
| Silver           | AED 100,000                           |
| Gold             | AED 100,000                           |
| Titanium         | AED 100,000                           |
| Platinum / World | AED 100,000                           |

\*Up to the credit limit of the primary card or the outstanding whichever is lower.

#### 2.2.1 Critical Illnesses covered under this policy

- a. Cancer
- b. Stroke
- c. Heart Attack
- d. Coronary Artery (Bypass) Surgery
- e. Major Organ Transplant
- f. Kidney Failure (End Stage Renal Disease)
- g. Multiple Sclerosis

### **3 General Group Policy Conditions**

- a. The insurance coverage under the policy is on 24 Hours Worldwide basis.
- b. Minimum age for entry in scheme is on Credit Card Holder's 18th birthday and maximum age for granting cover will be 60 years (CI) 64 years (Death due to accident, Death due to natural causes & PTD) but insurance cover will cease as soon as the Credit Card Holder attains age 70 years for Death due to accident, Death due to natural causes and PTD (Accident), 65 years for PTD (Sickness) and critical illness.
- c. If any premium of the group policy is not paid by the Policyholder within the grace period, the insurance of the member shall become void at the end of such period but a pro rata premium shall be payable for the insurance of such number of borrowers up to the end of the grace period.
- d. The group policy may be terminated by either party by giving 60 days written notice.
- e. The insurance cover shall terminate on :-
  - i. The expiry date of the policy.
  - ii. the failure of the Policyholder to pay the premium
  - iii. the death due to accident, death due to natural causes or disability of the credit card holder
  - iv. The Credit Card Holder having attained maximum age stipulated in section 3b above.
- f. In the event of death due to accident/ death due to natural causes / disability claim, it must be notified to the Company as soon as possible but in any event not more than 180 days after the occurrence of the incident giving rise to the claim and all required documents submitted within 180 days' maximum. However, for Critical Illness claim, the same should be notified immediately but not exceeding 90 days from the date of diagnosis / occurrence.
- g. This Policy is subject to and shall be construed in accordance with the Laws of United Arab Emirates.
- h. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the USA, UK, European Union, France or Germany.
- i. The Policyholder shall not at any time be considered as an agent of the Company. Any claims or contestations for any insurance coverage shall be negotiate and dealt directly with the Company.

### **4 Special Conditions**

- (1) The insurance coverage for credit card holders will be restricted to one card only.
- (2) Supplementary Cardholders are not covered under this scheme, however, the outstanding credit card balance is covered in the event of Death due to accident/ Death due to natural causes or Disability of the Primary Cardholder provided the outstanding balance is declared for premium computation.

- (3) The Cardholder consents and authorizes the CBI to disclose and report any financial or non-financial information related to all his/ her Credit Card Accounts with CBI to the Company. The Cardholder agrees and declares that he/she will not assert any claim, against CBI for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting to the Insurance Provider.
- (4) Other specific conditions on Critical Illnesses
  - (a) Waiting period: 120 days from the date of enrollment of Primary Cardholder
  - (b) Pre-existing condition: Illness has not been contracted prior to the commencement date for this scheme
  - (c) Survival Period: The primary cardholder needs to survive for 30 days from the date of diagnosis for the claim to be paid
  - (d) Proof of Loss: Diagnosis must occur within UAE and by a recognized medical authority
  - (e) Date of event: The date of recognition/diagnosis of Critical Illness by a competent Medical Authority resulting from an Illness happening/manifesting after 120 days from the enrollment date of Primary Cardholder and during the policy period.
  - (f) Termination of cover: The cover terminates for credit card holder when:
    - i. the Critical Illness lump sum benefit under this policy has been paid, or
    - ii. the member cancels the credit card, or
    - iii. on the attainment of age 65, or
    - iv. death due to accident/ death due to natural causes/ disability of the insured

## **5 Definitions**

### **5.1 Definition of covered critical illnesses**

#### **5.1.1 Cancer**

Cancer is a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma, sarcoma and Hodgkin's disease. The cancer must require treatment by surgery, radiotherapy or chemotherapy. The diagnosis must be confirmed with a valid pathology report and a report from an approved specialist

The following cancers are excluded:

- a. All tumours which are histologically described as benign, pre-malignant, borderline malignant, low malignant potential, or non-invasive;
- b. Any lesion described as carcinoma in-situ (Tis) or Ta by the AJCC Seventh Edition TNM Classification;
- c. All non-melanoma skin cancers;
- d. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least class T2N0M0 by the AJCC Seventh Edition TNM Classification;
- e. Any melanoma that is less than or equal to 1.0 mm in thickness and described as T1aN0M0 by the AJCC Seventh Edition TNM Classification;

- f. Early thyroid cancers that are less than 2 cm in diameter and histologically described as T1N0M0 by the AJCC Seventh Edition TNM Classification;
- g. Any form of cancer in the presence of HIV infection, including but not limited to, lymphoma or Kaposi's sarcoma.

### **5.1.2 Stroke**

Stroke is defined as a cerebrovascular incident resulting in irreversible death of brain tissue due to intra-cranial hemorrhage or due to embolism or thrombosis in an intra-cranial vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 3 months after the event. The diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new stroke.

The following are excluded:

- a. Transient Ischaemic Attacks (TIA);
- b. Brain damage due to an accident or injury;
- c. Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- d. Ischaemic disorders of the vestibular system;
- e. Asymptomatic silent stroke found on imaging.

### **5.1.3 Heart Attack**

Death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease. The diagnosis must be supported by all three (3) of the following criteria and be diagnostic of a new definite acute myocardial infarction:

- a. Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction; and
- b. New characteristic electrocardiographic changes; and
- c. The characteristic rise above accepted normal values of biochemical cardiac specific markers such as CK-MB or cardiac troponins.

Heart attack occurring during a coronary intervention must have a cardiac troponin level that is at least three (3) times increased above the laboratory reported upper normal value. Angina and all other forms of acute coronary syndromes are not covered

### **5.1.4 Coronary Artery Bypass Surgery**

The actual undergoing of open-heart surgery with a thoracotomy and sternotomy to correct narrowing or blockage of one or more coronary arteries with insertion of bypass graft(s). Pre-operative angiographic evidence of more than 50% coronary artery obstruction must be provided and the procedure must be considered medically necessary by a consultant cardiologist. Balloon angioplasty (PTCA), heart catheterization, laser relief, rotablate, stenting and all other intro-arterial catheter based techniques are excluded. Key-hole coronary artery bypass surgery is also excluded.

### **5.1.5 Major Organ Transplant**

The actual undergoing, as a recipient of, a transplant of a heart, lung, liver, pancreas, or kidney. Bone marrow transplant is also covered if the insured has undergone the transplant and a specialist confirms that the bone marrow transplant was medically necessary. This transplantation must have been deemed medically necessary to treat the irreversible end-stage failure of the relevant organ or bone marrow. Stem cell transplants and islet cell transplants are excluded.

### **5.1.6 Kidney Failure (End-Stage Renal Failure)**

The total and irreversible failure of both kidneys. Continuous renal dialysis must be instituted and the dialysis must be deemed medically necessary by a certified nephrologist. Acute reversible kidney failure that only needs temporary renal dialysis is not covered.

### **5.1.7 Multiple Sclerosis**

A definite diagnosis by a Consultant Neurologist of multiple Sclerosis which satisfies all of the following criteria:

- a. There must be current impairment of motor or sensory function, which must have persisted for a continuous period of at least six months
- b. The diagnosis must be confirmed diagnostic techniques current at the time of the claim.

## **6 Schedule of Exclusions**

Notwithstanding anything contained in any of the Endorsements attached to the Policy, no benefit will be payable under any of those Endorsements if the incident or event occurs either directly or indirectly as a result of any of the following causes.

### **6.1 Group Life (Death due to accident/ Death due to natural causes)**

#### **6.1.1 Active participation in a war or in a warlike operation**

Cover is excluded if a member is an Active Participant and/or directly or indirectly involved in war (whether declared or not) or war like operations.

“Active Participant” in Warlike Operations means an active member of a military force e.g. army, navy, air force, territorial army or police or any other special forces activated by the government of a country 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.

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

The above exclusion shall not apply if a Member is non-participant and is an innocent bystander. However, above exclusion shall apply for Insurance coverage including Passive War Cover in a) Iraq, Afghanistan, Libya, Palestine, Yemen, Israel, Syria, Iran, Sudan and any other country where war or war like operation takes place; b) Where a member remains in a country for more than 28 days following an outbreak of war in that country; and c) Where a member is travelling to or visiting 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 the USA or the EU or any other competent International Agencies or if Foreign Offices advice against all travel in that country or where there are war like operations.

### **6.1.2 Destructive Agents Exclusion**

This policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion shall apply to Non participants and innocent bystander too.

## **6.2 The following exclusions are applicable to Permanent Total Disability Benefit and Critical Illness Benefit**

### **6.2.1 War exclusion clause**

This policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from any of the following, regardless of any other cause or event contributing concurrently or in any other sequence thereto:

- a. Hostile or warlike action in time of peace or war, including but not limited to action in hindering, combating, or defending against an actual, impending, or expected attack:
  1. By military, naval, or air forces; or
  2. By any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval, or air forces; or
  3. By an agent of such government, power, authority or forces.
- b. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any of these.

### **6.2.2 Destructive Agent Exclusion**

This policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **6.2.3 Terrorism Exclusion**

This policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from an act or multiple or related acts of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The term "Terrorism" as used herein, shall mean an activity that:

- a. Involves a violent act or an act dangerous to human life, tangible or intangible property or infrastructure, causing damage to property or injury to persons, or a threat thereof; and
- b. Appears to be intended to:
  1. Intimidate, coerce or incite a civilian population; or
  2. Inflict economic loss or disrupt any segment of a local, national or global economy; or
  3. Influence or protest against the policy or conduct of a government by any means, including mass destruction, murder, kidnapping, hijacking, hostage-taking, intimidation or coercion.
- c. This exclusion (6.2.3) shall not apply if the Member is a non-participant and is an innocent by-stander to an act of terrorism. However, above terrorism exclusion shall strictly apply to claims arising a) as a result of Nuclear Weapons or Devices, Chemical or Biological Agents and b) occurring in Travel restricted zones / War zones as mentioned above in Exclusion 6.1.1

- 6.2.4 Attempted suicide or self-inflicted injury whilst sane or insane.
- 6.2.5 Any breach of the law by the Member of any assault provoked by him.
- 6.2.6 Accidents caused by the use of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified medical practitioner, but not for the treatment of drug addiction.
- 6.2.7 Aviation, gliding or any other forms of flight other than as a fare paying passenger of a recognized airline or charter service.
- 6.2.8 Participation in, or training for, any hazardous sport of competition or riding or driving in any form of race or competition except in the case for leisure / pleasure. However, this exclusion is waived if motorcycling is performed for normal purpose other than racing or participation in competition.
- 6.2.9 Any underwater activity breathing apparatus other than for pleasure purposes only.
- 6.2.10 Injury caused by nuclear fusion, nuclear fission or radioactive contamination.
- 6.2.11 Serving in any capacity for any Navy, Army or Air Force.
- 6.2.12 Mental illness or disease.
- 6.2.13 Pregnancy, childbirth or abortion or any complications arising there from.
- 6.2.14 Any disease or medical impairment from which the insured was suffering or had a serious past history at the commencement of the cover or his date of entry if later for existing and new borrowers. However, this exclusion is waived for existing members/cardholders after a waiting period of 12 months for Permanent Total Disability benefit only.
- 6.2.15 Infection from any Human Immuno-deficiency Virus (HIV), Acquired Immuno-deficiency Syndrome (AIDS) or any AIDS-related condition.

### **6.3 Additional Exclusions applicable to Critical Illness Benefits**

**6.3.1 Failure to follow medical advice, intentional self-inflicted injury or attempt;**

**6.3.2 Congenital or hereditary conditions:**

Epidemics, defined as the widespread occurrence of an infectious disease in a community or region which is in excess of the number of instances normally expected in that community or region and classified as an epidemic by the World Health Organisation.

**6.3.3 Pre-existing conditions exclusion:**

- a. No benefit will be payable for any Covered Condition which was diagnosed in any severity prior to the insured person joining this scheme.
- b. No benefit will be paid for any Covered Condition that resulted from a Related Condition for which the insured person has received treatment, or suffered symptoms of, or asked advice on or was aware of at the time of, or prior to, joining the scheme.

**7 Claims Procedure**

Upon the occurrence of an event giving rise to a claim under this cover, the Cardholder, Cardholder's legal representatives or the Policyholder shall follow the below procedures.

**7.1 For death due to accident/ death due to natural causes and Disability claims**

- a. Original official death certificate or copy duly attested will be provided supporting the claim, provided death occurs within the UAE. In case of death occurring outside UAE, the original death certificate must be provided duly notarised, attested and legalized by the appropriate Authorities. The original Death Certificate must be verified and accepted by the Company for Death occurring outside UAE.
- b. Police Report
- c. In case of disability, a medical report from a licensed medical officer specifying the date and nature of accident to be submitted together with a Claim Form.
- d. In the event of inability of the Policy Holder to obtain the death certificate or the medical report as the case may be, the Company shall request for any other form of proof of death due to accident/ death due to natural causes or disability as it may consider appropriate that can satisfy the Company as to (a) the date and (b) the cause, or death due to accident/ death due to natural causes or disability of the insured person.
- e. The reprint of last credit card statement of account showing the details of the repayment and outstanding amount of the Credit Card Holder's Account will be submitted along with details of any transactions and charges between the last statement and date of death due to accident/ death due to natural causes.

**7.2 For Critical Illness claims**

- a. In case of a Critical Illness, Medical report from a Registered Medical Practitioner appointed by the Company diagnosing the Critical Illness. This must be supported by acceptable clinical, radiological, histological and laboratory evidence



- b. Police Report (If Critical Illness was a result of an Accident)
- c. Passport Copy with valid visa page.
- d. Any of above documents will have to be verified and accepted by the company except for claims in UAE.

## **7.4 Accelerated Permanent Total Disability Benefit Endorsement**

### **7.4.1 Permanent Total Disability (Accident or Sickness) Benefit**

It is hereby declared that in the event of a cardholder being totally and permanently disabled as a result of an accident or through sickness, to the extent of being unable ever again to follow his own or similar occupation for which he is reasonably fitted by reason of training, education or experience the Company shall, following 6 months' continuous disability as herein defined, pay the sum insured as per chapter 2 Cover Limits under this Policy, provided that:

- a. The Policy is in force and covers the cardholder on the date of the event resulting in the claim.
- b. The first day of disability occurs prior to the attainment by the cardholder of age 70 (Accident) and 65 (Sickness).
- c. The disability results solely, directly and independently of all other causes from bodily injury effected through external, violent, visible and accidental means or from a surgical operation necessary consequent thereto, within 90 days of such accident
- d. The disability results solely and directly from sickness or from surgical operations necessarily consequent thereto within 90 days of such sickness.
- e. Acceptance by the Company of a claim under this Endorsement will automatically terminate the life insurance cover under the Policy and all benefits applying under any other Endorsement thereto in respect of the Member.
- f. In the event of the death due to accident/ death due to natural causes of a cardholder while insured hereunder, the Company will, subject to the provisions and the conditions of the policy, pay to the Policyholder the 100% of the Sum Insured and will relieve the Company from any future liability with regards to that cardholder.

This Endorsement is subject to the special conditions in the Schedule of Exclusions.

## **8 Exposure and Disappearance Clause**

In consideration of the premium paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions under the Policy except as specifically provided herein, if a Member disappears during the continuance of his insurance and his body is not found within one year after his disappearance and sufficient evidence is produced satisfactory to the Company that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the Company shall forthwith pay his death benefit under the Policy, provided that the policyholder, shall sign an undertaking to refund such sum to the Company if the Member is subsequently found to be living.

## 9 Sanctions Clause

- 9.1 Notwithstanding any other provision to the contrary, any coverage under this Agreement or any provision of this Agreement shall be void if, and insofar as:
  - 9.1.1 such coverage or provision would breach any economic sanctions laws, regulations, or government orders issued, administered or enforced from time to time by the United Nations and/or the European Union or Member States either thereof and having jurisdiction regarding sanction regulations over Insurance Company (“Sanctions Rules”); or
  - 9.1.2 any action taken or intended to be taken in relation to the proceeds of such coverage would breach Sanctions Rules (including, without limitation, using, lending, contributing or otherwise making available to provide services, funds, assets, insurance coverage or other economic resources, directly or indirectly, to any person or entity which is designated or otherwise subject to sanctions under Sanctions Rules).
- 9.2 Nothing in sub-Clause 9.1 shall affect the validity of any other coverage or provision or result in any reduction of premiums.
- 9.3 The Policy Holder represents and warrants that:
  - 9.3.1 The policies issued and covered under this Agreement, and the operation of such policies, are compliant with all Sanctions Rules;
  - 9.3.2 the Policy Holder and its directors, officers, employees, agents, affiliates, owners and controlling shareholders, representatives and all other persons concerned with this Agreement are not the subject of any Sanctions Rules;
  - 9.3.3 the Policy Holder and all of its directors, officers, employees, agents, affiliates, owners and controlling shareholders, representatives and all other persons concerned with this Agreement shall not, directly or indirectly, use the proceeds of this Agreement in breach of any Sanctions Rules; and
  - 9.3.4 the Policy Holder shall immediately give written notice to Insurance Company if, at any time, any of the above representations and warranties is or become untrue, save that the Policy Holder’s duty to give notice in relation to Clause 9.3 shall terminate when Insurance Company’s obligations under this Agreement are fully and finally discharged.
- 9.4 In the event that any of the above representations and warranties is or become untrue, Insurance Company may (at its option) terminate this Agreement with immediate effect and/or require the Policy Holder to hold harmless and indemnify Insurance Company against any and all costs and losses incurred by Insurance Company, including to the fullest extent permitted by law any fines or penalties, as a result of the matter which made the representation and warranty untrue.
- 9.5 Insurance Company may terminate this Agreement with immediate effect, if the coverage or parts of it provided hereunder violates any Sanctions Rules or if a person or entity being part or beneficiary of this Agreement becomes a listed person or entity. In this event Insurance Company will refund the premium for the time period from the effective date of the termination until the end of the Agreement term, unless the refund would violate any Sanctions Rules.