



Certificate of Insurance

MAX FREEDOM

24x7 Worldwide Coverage

This Certificate of Insurance is attached to and forms part of the terms and conditions of "Max Freedom". This insurance policy is underwritten by Royal & Sun Alliance (Middle East) B.S.C©, United Arab Emirates ("RSA"). The Bank will not be responsible if any application/claim is rejected. The Bank provides customer support, receives payments and forwards them to RSA. Premiums paid for this insurance plan are not a bank deposit or other obligation of or guaranteed by the Bank. This is a personal accident plan and not an investment or medical insurance plan.

For assistance in submitting a claim under this policy, please contact RSA Claims Dept, Dubai, United Arab Emirates

Telephone: +971 4 302 9835/9903 or email us at nonmotorclaims@ae.rsagroup.com

MAX FREEDOM

TERMS AND CONDITIONS



DEFINITIONS

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

Accident means a sudden, unexpected, unintentional and specific event caused solely and directly by violent, external and visible source which occurs during the period of insurance at an identifiable time and place.

AED means the lawful currency of the United Arab Emirates.

Bank means The National Bank of Ras Al Khaimah (P.S.C), United Arab Emirates.

Beneficiary means any individual named by the Insured Person and as mentioned in the Certificate of Insurance to whom the benefits under the Policy would be paid in case of death of the Insured Person. Otherwise the benefits will be paid directly to the Insured Person. Beneficiaries can be spouse or children or parents or direct brothers or sisters and may also be a nonresident of UAE. If no beneficiaries are nominated by the Insured Person, such benefits shall be payable to the Insured Person's legal heirs.

Bodily Injury means an identifiable physical injury sustained during the period of insurance and caused by an Accident and solely and independently of any other cause excluding any disease, sickness or medical disorder, rendering the need for medical or surgical treatment due to such injury.

Common Carrier means

- a) A certified passenger aircraft provided by a commercial airline on a regular, scheduled flight and operated by a properly certified pilot flying between duly established and maintained airports; or
- b) A land or water conveyance licensed for transportation of passengers for hire;

An Air, land or water conveyance does not include:

1. while driving, riding as a passenger in, boarding or alighting from a rental vehicle, unless the rental vehicle is rented by a licensed Common Carrier for the purpose of carrying passengers for hire;
2. While driving, riding as a passenger in, boarding or alighting from a taxi cab used for public transportation;
3. while driving, riding as a passenger in, boarding or alighting from an auto rental shuttle, hotel shuttle or parking lot shuttle that transports passengers off airport premises.
4. while driving, riding as a passenger in, boarding or alighting from a cruise ship.
5. while driving, riding as a passenger in, boarding or alighting from any conveyance that is used for sport, gamesmanship, contest and/or recreational activity, regardless if such conveyance is licensed, such as, but not limited to, race cars, bob sleds, hunting vehicles, sightseeing helicopters, fishing boats, parasailing/paragliding.

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

Contents mean household goods and personal effects (including personal money up to the limit shown) belonging to you (or for which you are legally responsible) or to resident domestic helpers whilst within your Home not being landlord's contents, fixtures and fittings and interior decorations.

Certificate of Insurance means the schedule of benefits duly signed by the Company which includes the Policy number, the name of the Insured Person, the Commencement Date, Period of Insurance, Premium, Premium payment option, Benefit and Cover limits, Plan type selected, cover option and Beneficiary name.

Country of Residence means the country in which the Insured is currently residing and holds a valid residency visa.

Country of Issuance means the country in which this Policy is issued or wherever used in this policy means the "United Arab Emirates".

Covered Medical Expenses means Reasonable and Customary Charges incurred by the Insured Person for services and supplies which are recommended by an attending Physician. They include:

- (a) The services of a Physician;
- (b) Hospital confinement and use of operating room;
- (c) Anaesthetics (including administration), x ray examinations or treatments and laboratory tests;
- (d) Ambulance service; and
- (e) Drugs, medicines, and therapeutic services and supplies.

Credit Cards mean credit, debit, bankers and cash dispenser cards all held for social, domestic or charitable purposes.

Daily Benefit means the amount payable for each day spent in the Hospital.

Damage / Damaged means a physical harm to the property or contents resulting in loss of value or the impairment of usefulness as a result of covered peril(s).

Emergency Evacuation means:

- (a) The Insured Person medical condition warrants immediate transportation from the place where he is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; or
- (b) After being treated at a local Hospital, his medical condition warrants transportation to the country where the trip commenced to obtain further medical treatment or to recover; or
- (c) Both (a) and (b) above.

Emergency Transportation or Emergency Transport means any land, water or air conveyance required to transport the Insured Person during an Emergency Evacuation. Emergency Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles. All Emergency Transportation arrangements made for evacuating the Insured

Person must be by the most direct and economical route possible in the circumstances and must be:

- (a) recommended by the attending Physician who certifies that the severity or the nature of the Insured's Injury or Illness warrants his evacuation;
- (b) required by the standard regulations of the conveyance transporting; and
- (c) ordered, arranged and authorized in advance by the Assistance Department.

Excess or Deductible means the first portion of the Sum Insured, or period, of each and every loss payable by the Insured Person or for which no benefits are payable.

Excluded Activities means

- Aviation except for air travel,
- Diving necessitating the use of breathing apparatus,
- Hang gliding,
- Hunting, racing or any other competition on horseback,
- Mountaineering,
- Parachuting,
- Racing on wheels,
- Rock or cliff climbing,
- Sport as a professional,
- Use of woodworking machinery for business purposes,
- Winter sports other than curling or skating,
- Offshore activities of any nature,
- Sailing as a member of crew on ocean-going vessel,
- Underground mining,
- Military activities.

Geographical Limits mean the country where your Home is situated as stated in the schedule.

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.

Home means the private dwelling, its garages, and outbuildings all located at the address shown in the schedule whereby it is used solely for domestic purposes.

Hospital means a place that:

- (a) Holds a valid license (if required by law);
- (b) operates primarily for the care and treatment of sick or injured persons;
- (c) Has a staff of one or more Physicians available at all times;
- (d) provides 24-hour nursing service and has at least one registered professional nurse on duty at all times;
- (e) Has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;

(f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or a facility operated as a drug and/or alcohol treatment center; and

(g) maintains X-ray equipment and operating room facilities.

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means, requiring treatment by a Physician and resulting, directly and independently of all other causes, in loss covered by this Policy.

Inpatient means the Insured Person who is confined to a Hospital for whom a room and board charge is made.

Insured Person means the customer who has actively subscribed to this policy and his name appears in the Certificate of Insurance. The Insured must hold a valid residency visa of the Country of Issuance.

Insured Event means the occurrence of an event that directly and independently of all other causes results in loss covered by this policy.

Jewellery means any articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals. This also includes watches and set or unset gemstones.

Loss means the act or instance of losing and/or the disappearance of something cherished and/or a measurable reduction in some substance or process.

Lost or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.

Manual Labour means physical labour involving the use of hands or the use or operation of mechanical or non-mechanical machinery or equipment.

Maximum Coverage Age means 65 years, but not more than 64 at the time of enrolment with respect to Death, Permanent Total Disability and Permanent Partial Disability benefits.

Medical Treatment means a Physician's medical advice, treatment, consultations and prescribed or repeat maintenance medication.

Monthly Benefit means the benefit amount to be paid on a monthly basis on the occurrence of an Insured Event covered by this policy and as specified in the Certificate of Insurance.

Medically Necessary means in the Company's opinion, the Physician's recommendation is:

- (a) Consistent with the symptoms, diagnosis and treatment of the Insured Person's condition;
- (b) Appropriate with regards to standards of good medical practice; and
- (c) Its primary purpose is not for the convenience of the Insured Person.

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.

Period of Confinement means a period of consecutive days of confinement as an Inpatient caused by an Accident or Injury. However, successive confinements as an Inpatient caused by or attributable to the same Accident or Injury are considered to be part of the same Period of Confinement, unless the discharge

date for the prior confinement is separated from the admission date for the next confinement by at least 45 days.

Only one Daily Benefit is provided for any one day of confinement, regardless of the number of Accidents or Injuries for which the confinement is required.

Permanent Partial Disability means a disability in which an Insured Person is forever prevented from working at full physical capability because of an Injury.

Personal Belongings mean luggage, clothing and articles of personal use, normally worn, used or carried on the person, belonging to you, or for which you are legally responsible.

Personal money means current legal tender, cheques, money orders, postal orders, current postage stamps (not being part of collection), traveller's cheques, travel tickets, luncheon vouchers, gift tokens, and phone cards, all to an amount not exceeding AED 2,000.

Physician/Medical Practitioner means a legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The attending Physician may not be:

- (a) the Insured Person; or
- (b) the Insured Person's Relative.

Policy means this document, the Certificate of Insurance, any endorsements and/or attached papers that accompany it (if any) and the applications of the Insured.

Policy Effective Date/Commencement Date means the date the Insured Person has given consent to the Bank over the phone to enroll/ purchase this policy and authorization to charge his Bank Account /Credit Card for the purpose of collecting the premium or the date of actual premium receipt, whichever is later. This date is stated in the Certificate of Insurance.

Portable Equipment means sports, musical, photographic, and other portable equipment including laptop computers, mobile telephones and the like.

Period of Insurance means the period for which this Policy is in force as defined in the Certificate of Insurance.

Pre existing Medical Condition means a condition for which medical care, treatment, or advice was recommended by or received from a Physician within a two (2) year period preceding the Policy Effective Date, or a condition for which hospitalization or surgery was required within a five (5) year period preceding the Policy Effective Date.

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

Principal Sum Insured means the Sum Insured to be paid by the Company to the Beneficiary or to the Insured Person.

Professional Sport means a competitive sport used as a source of livelihood.

Public Conveyance means any land or water motorized Common Carrier, regardless of whether a ticket has been issued, including taxi, bus, train or airport limousine, but not including minibuses, non-standard motor vehicles or courtesy transportation provided without a specific charge.

Reasonable Additional Expense means any expense for meals and lodging which were necessarily incurred and which were not provided by the Common Carrier or any other party free of charge.

Reasonable and Customary Charges means a charge which:

- (a) Is charged for treatment, supplies or medical services medically necessary to treat the Insured Person's condition;
- (b) Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) Does not include charges that would not have been made if no coverage existed.

Relative means a Spouse, parent, parent-in-law, grandparent, stepparent, Children, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew.

Sickness/Illness/Ill means sudden and unforeseen change in health, sickness or disease 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.

Single Article Limit means any single article within contents or high risk items will be covered up to AED 10,000 unless another amount is specified separately on the schedule and approved by the Company. Any undeclared individual single item exceeding AED 10,000 will be covered to a maximum of AED 10,000.

Sum Insured means the maximum amount afforded to each benefit and/or limit as according to the Table of Benefits mentioned in the Certificate of Insurance.

Table of Benefits or Schedule of Benefits means the benefits included and as defined in the Certificate of Insurance.

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 or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s shall not be considered as Terrorism. Terrorism shall also include any act which is verified or recognized as an act of terrorism by the (relevant) government of the country where the act occurs.

Theft means the illegal act of taking an item belonging to the Insured Person, without his/her consent, with intent to deprive him/her of its value.

Totally and Permanently Disabled means the Insured Person is unable to engage in any occupation or employment for compensation or profit for the rest of his life. If at the time of the Loss the Insured Person is unemployed, Totally and Permanently Disabled shall mean the Total and Permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

Unfurnished means a home with not enough furniture for someone to live in it with reasonable comfort.

Unoccupied means not lived in by you or by any other person with your permission for more than 45 consecutive days.

Valuables mean Stamp coin or medal collections, curios, pictures, other works of art, rugs or carpets, articles of gold/silver or other precious metal jewellery or fur.

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.

Your Family means any of the following people providing they normally live with you in your home:

- your husband, your wife
- your children (including adopted and foster children); and
- any other persons permanently residing with the insured, including resident domestic servants employed by you and for who you are legally responsible.

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, at the Commencement Date;
3. Be a UAE citizen / resident;

The coverage stated hereunder are valid only in respect of the amount of indemnity specifically indicated in the Policy, its limitation and subject to payment of the appropriate premium.

PERSONAL ACCIDENT

ACCIDENTAL DEATH

If a covered Injury arising during the period of insurance results in the death of an Insured Person within one hundred eighty (180) days of the date of Accident, the Company will pay the Principal Sum Insured applicable to such Insured Person in accordance with the Table of benefits, less any other amount paid or payable under Benefits payable under Permanent Partial Disability and/or Permanent Total Disability.

PERMANENT TOTAL DISABILITY DUE TO ACCIDENT

If, as a result of a covered Injury arising during the period of insurance and commencing within one hundred eighty (180) days of the date of Accident, an Insured Person becomes Totally and Permanently Disabled and such disability has continued for a period of twelve (12) consecutive months, the Company will pay the Principal Sum Insured applicable to such Insured Person in accordance with the Table of Benefits, less any amount paid or payable under Permanent Partial Disability. The Insured Person must still be Totally and Permanently Disabled at the end of the twelve (12) consecutive months period.

ADDITIONAL BENEFITS – ACCIDENTAL DEATH AND PERMANENT TOTAL DISABILITY

In the event of the Death or Permanent Total Disability of the Insured Person due to an Accident arising out of a case not

specifically excluded under this policy after the Commencement Date and during the period of insurance, the Company shall indemnify the beneficiary of the Insured Person subject to the limits specified in the Certificate of Insurance. The Company will pay for the following:

AUTO LOAN/ MORTGAGE PAYMENT

A monthly amount will be paid for the cost of the auto loan/ outstanding mortgage amount up to the amount stated in the Table of Benefits.

CREDIT CARD BILL PAYMENT

A monthly amount will be paid for the cost of the Credit card outstanding bill amount up to the amount stated in the Table of Benefits.

SCHOOL FEES

A monthly amount will be paid for the cost of the school fees. Payable amount is irrespective of the number of Children and up to the amount stated in the Table of Benefits.

The payable Principal Sum Insured will be doubled, if a covered Injury results in the death or permanent total disability of the Insured Person while he is travelling in a Common Carrier.

FLYING MORTAL REMAINS TO HOME COUNTRY

In case of accidental Death as per the policy terms and conditions of the Insured Person during the period of insurance, the Company shall pay in lumpsum an amount as specified in the Certificate of Insurance for flying the mortal remains to the home country.

AIRFARE FOR A FAMILY MEMBER ON REPATRIATION

In case of accidental Death or Permanent Total Disability as per the policy terms and conditions of the Insured Person during the period of insurance, the Company shall reimburse the return economy airfare expense for an immediate family member or close relative up-to a maximum amount as specified in the Certificate of Insurance. This amount is payable to the family member or close relative accompanying the Insured Person or the mortal remains of the Insured Person.

AMBULANCE COST IN CASE OF ACCIDENT

In case of an accident resulting in bodily injury of the Insured Person as per the policy terms and conditions during the period of insurance, the Company shall indemnify the Insured Person for Ambulance costs incurred immediately after such accident up to the amount specified in the Certificate of Insurance.

For the avoidance of doubt, this cover becomes payable when the similar benefit under Medical Reimbursement cover is exhausted.

FAMILY CARGO FOR SHIPPING PERSONAL THINGS TO HOME COUNTRY

In case of accidental Death or Permanent Total Disability as per the policy terms and conditions of the Insured Person during the period of insurance, the Company shall pay in lumpsum an amount as specified in the Certificate of Insurance for shipping the personal belongings of the family including furniture &/or home appliances to the home country.

PERMANENT PARTIAL DISABILITY DUE TO ACCIDENT

If a covered injury results in any of the specific losses to an Insured Person shown in the PPD Table of Benefits and within one hundred eighty (180) days of the date of Accident, the

Company will pay the scheduled percentage of the Principal Sum Insured applicable to such Insured Person in accordance with the Table of Benefits.

PPD TABLE OF BENEFITS

Losses	Right	Left
For total loss of an upper member	70%	60%
For total loss of the hand or forearm	60%	50%
For total loss of a lower member above knee	60%	60%
For total loss of a lower member at the level of the knee or below	50%	50%
For total loss of a foot	40%	40%
For total loss of the thumb	18%	16%
For total loss of the index finger	14%	12%
For total loss of the pinky	12%	10%
For total loss of the middle finger	8%	6%
For total loss of the ring finger	8%	6%
For total loss of the big toe	5%	
For total loss of any other toe	3%	
For total deafness of one ear	10%	
For total deafness, both ears	40%	
For total loss of visual acuity of one eye	25%	
For total loss of visual acuity of both eyes	100%	
For total loss of speech	100%	

Total, irremediable functional loss of use of an organ or member shall be considered as total loss thereof. For reduced functional use, the stated percentage shall be reduced in proportion to the lost functional use.

In case of occurrence of more than one of the Losses specified in the PPD Table Of Benefits as a result of any one Accident, the total indemnity payable hereunder is established by adding the indemnity corresponding to each single loss up to a maximum limit of 100% of the Principal Sum Insured.

For the terminal phalanx of the fingers, with the exception of the thumb, only total removal will be considered as Permanent Partial Disability due to Accident. The indemnity for total functional or anatomical loss of the phalanx of the thumb and for an anatomical loss of the phalanx of the big toe is fixed at 1/3rd with the percentage specified for total loss thereof.

For cases of total loss not specified in the PPD Table Of Benefits, the indemnity shall be fixed by taking into account the permanently reduced capacity of the Insured Person for any occupation. In the event of anatomical loss or functional reduction of an organ or member already diminished, the above percentage shall be reduced taking into account the pre-existing disability.

MEDICAL REIMBURSEMENT FOR ACCIDENTAL DEATH / PERMANENT TOTAL DISABILITY / PERMANENT PARTIAL DISABILITY

If a covered Injury results in medical treatment of the Insured Person commencing within thirty (30) days of the date of Accident, the Company will reimburse the Insured Person for Covered Medical Expenses, subject to any Deductible and up to the Sum Insured applicable to such Insured Person in accordance with the Table of Benefits. All Covered Medical Expenses must be incurred within fifty two (52) weeks from the date the Insured Person's coverage terminates under the Policy and

are not to exceed the amount payable to such Insured Person in accordance with the Table of Benefits as a result of anyone Accident.

BENEFITS – WHILST AT HOSPITAL

If a covered injury results in the hospitalization of the Insured Person the Company will pay for the following expenses:

HOSPITAL CASH DUE TO ACCIDENT

A daily benefit amount will be paid to the Insured Person whilst in the hospital up to the amount stated in the Table of Benefits.

HOSPITAL CASH DUE TO ACCIDENT IN ICU

A daily benefit amount will be paid to the Insured Person whilst in the ICU of the hospital up to the amount stated in the Table of Benefits.

CASH PAYMENT FOR BROKEN BONES DUE TO ACCIDENT

A lumpsum amount will be paid to the Insured Person as mentioned in the Certificate of Insurance.

The above 3 benefits are subject to the following exclusions:

- Hospital confinement due to surgery or medical treatment which is not substantiated by a written report from the qualified medical practitioner;
- Hospital confinement due to quarantine and/or infectious disease;
- No compensation shall be payable if the Insured Person's living area has been declared as an infected area;
- Hospital confinement for non-essential medical treatment and/ or non-emergency treatment which are not directly related to the illness or injury;
- Hospital confinement contrary to the advice of and which are not thought necessary by a medical practitioner;
- Hospital confinement due to any and all cosmetic surgeries, refractive errors of eyes or hearing-aids;
- Hospital confinement as a result of injury or illness that occurred prior to the insurance period;
- Hospital confinement relating to:
 - Pregnancy or childbirth; or
 - Injury and/or illness arising from you being under the influence of alcohol or drugs;
- Hospital confinement which is a result of stress, anxiety or nervous disorder;
- Hospital confinement as a result of pre-existing medical conditions
- Hospitalization outside the country of residence.

PERSONAL ACCIDENT EXCLUSIONS

1. The Policy will not cover any loss, damage or legal liability arising directly or indirectly from:
 - Pre-existing Medical Condition;
 - Intentionally self-inflicted injury, suicide or any such attempt while sane or insane;
 - Wilful or deliberate exposure to danger (except in an attempt to save human life);

- War or warlike operation, invasion, act of foreign enemy, hostilities (whether War has been declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, civil commotion, conspiracy, military or usurped power, martial law, or state of siege; or any of the events or causes which determine the proclamation of or enforcement of martial law or state of siege, seizure, quarantine; or customs regulations; or nationalization by or under the order of any government or public or local authority;
- Act of Terrorism;
- The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials;
- Any period the Insured Person is serving in the Armed Forces of any country or international authority, whether in peace or war. In such event, the Company, upon written notification by the Insured Person, shall return the pro rata Premium for any such period of service;
- Being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organization;
- a) Insured Person being under the influence of alcohol with more than the legal limit of alcohol in his blood or breath; or
- b) the Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Physician or unless prescribed by and taken in accordance with the directions of a Physician; or
- c) an Accident occurring whilst the Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his blood or breath; or
- d) alcohol abuse, alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind;
- Any loss of which a contributing cause was the Insured Person's attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured Person;
- Any loss sustained while flying in any aircraft or device for aerial navigation except as a passenger; exclusions include, but are not limited to, pilot, operator or crew member;
- Any costs incurred due to fluctuation in exchange rates;
- Bacterial infections except pyogenic infections which are caused by an accidental wound;
- Flying in any aircraft owned, leased or operated by or on behalf of the Insured Person or any subsidiary or affiliate or Relative of the Insured Person;
- Driving or riding as a passenger in or on (a) any vehicle engaged in any race, speed test or endurance test or (b) any vehicle being used for acrobatic or stunt driving;
- Any claim caused by opportunistic infection or malignant neoplasm, or any other Illness condition, if, at the time of the claim, the Insured Person had been diagnosed as having AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immune Virus);
- Sexually transmitted diseases and the conditions commonly known as AIDS or ARC (AIDS Related Complex) or having an antibody positive blood test to HIV (Human Immune Virus) and/or any related Illness or condition including derivatives or variations thereof, howsoever, acquired or caused;
- Any loss sustained while the Insured Person is participating in any Professional Sports;
- Any hazardous pursuits, sports or activities which introduce or increase the possibility of a loss or training for or engaging in contact sports where physical contact between players is an accepted part of play;
- Any hazardous pursuits, sports or activities;
- Mental, nervous or emotional disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism;
- Services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician;
- Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician;
- Elective, cosmetic, or plastic surgery, except as a result of an Accident;
- Congenital anomalies and conditions arising out of or resulting there from, hernia or dental treatment except to sound natural teeth as occasioned by injury;
- Expenses incurred in connection with weak, strained or flat feet; corns, calluses, or toenails;
- Deviated septum, including sub mucous resection and/or other surgical correction thereof;
- Organ transplants that competent medical professionals consider experimental;
- Well Child care including exams and immunizations;
- Treatment provided in a government Hospital or services for which no charge is normally made;
- Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury has caused impairment of vision or hearing;
- Pregnancy and resulting childbirth, miscarriage or disease of the female reproduction organs and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child, birth control including surgical procedures and devices;
- Consequential loss of any kind or financial loss and/or expense not otherwise specifically covered;
- Engaging in occupational activities underground or requiring the use of explosives;
- Preventative treatment, including but not limited to any vaccination and/or immunization;
- Expenses relating to contraceptive devices, prosthetic devices, medical appliances or artificial aids;
- Specialist Medical Treatment without referral from a Physician;

- Any procedures relating to dental or oral hygiene or fillings or crowns of precious metal;
 - Expenses incurred due to investigatory treatment that is not specified by a Physician as immediately necessary;
 - The Insured Person's intention to emigrate;
 - Default or insolvency of the Common Carrier;
 - Employment involving Manual Labour, other than off duty;
 - Undertaking employment on a permanent or contract basis which is not casual, other than whilst on a leisure trip;
 - Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons;
5. accidental bodily injury to any person who is under a contract of service or apprenticeship with the Insured Person when such bodily injury arises out of and in the course of employment by the Insured Person.
 6. any accidental bodily injury or loss of or damage to property of any family members of the Insured Person or with whom the Insured Person resides.
 7. any loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person.
 8. rendering of or failure to render any professional services or any omission thereof.

Special conditions for Personal Liability

1. If in respect to any claim under the policy, the Insured Person shall be entitled to indemnity under any other policy of insurance, then the Company shall not be liable to contribute hereunder more than its rateable proportion of any compensation, costs, charges or expenses.
2. No admission, offer, promise, payment or indemnity shall be made without our written consent which shall be entitled to take over and conduct in the Insured Person's name the defense or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all information and assistance as we may require. Every letter, claim, writ, summons and process shall be forwarded to us on receipt. Written notice shall also be given to us immediately after the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to a claim or loss under this endorsement.
3. The Company may at its sole discretion at any time pay to the Insured Person in connection with any claim or series of claims the maximum benefit amount (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made we shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Baggage Delay

If whilst this policy is in force the Insured Person shall experience temporary deprivation of more than four (4) hours of checked-in baggage from the time of arrival at the destination due to misdirection in delivery, the Insured Person will be paid an amount for every hour of delay up to the maximum as stated in the Certificate of Insurance.

Trip Delay

If whilst this policy is in force during a trip, the common carrier in which the Insured Person had arranged to travel on is delayed for more than four (4) hours from the time specified in the itinerary supplied to the Insured Person due to strike/industrial action, adverse weather conditions, or mechanical breakdown/derangement of that common carrier, the Insured Person will be paid an amount for every hour of delay up to the maximum as stated in the Certificate of Insurance.

For avoidance of doubt, this benefit will only pay for either delay at the point of embarkation or at the point of disembarkation but not both.

This Policy is null and void If the Insured has made any misrepresentations when applying for this Policy, including but not limited to, the age of the Insured Person.

TRAVEL

Trip Cancellation / Curtailment

If whilst this policy is in force, within thirty (30) days before the commencement date of a trip the Insured Person's confirmed trip is cancelled, or the Insured Person's ongoing confirmed trip has to be cut short/curtailed before completion, due to the following unforeseen circumstances beyond the Insured Person's control;

1. the Insured Person sustaining accidental bodily injury or contracting sickness,
2. the unexpected death, serious injury or sickness of the Insured Person's immediate family,
3. compulsory quarantine by any governmental body/ authority, jury service or service of a subpoena involving the Insured Person;

the Insured Person will be indemnified up to the amount stated in the Certificate of Insurance.

Personal Liability

If whilst the policy is in force the Insured person becomes legally liable to pay as damages in respect of:

1. death or accidental bodily injury to any person, or
2. damage to property of a third party occurring during a trip as a result of an accident as per the amount stated in the Certificate of Insurance.

the Insured person will be indemnified against such sums up to the amount specified in the Certificate of Insurance.

In addition to the general exclusions, we shall not be liable for claims arising directly or indirectly from:

1. by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft.
2. any wilful or malicious act.
3. the carrying on of any trade, business or profession.
4. any liability assumed by express warranty or agreement unless such liability would have attached to the Insured Person notwithstanding such express warranty or agreement.

Legal Fees

The Insured person will be indemnified for legal expenses incurred by or on behalf of the Insured Person as stated in the Certificate of Insurance, in pursuit of a claim for damages against a third party, who has caused accidental bodily injury to or death of that Insured Person, by an incident during an insured journey.

Claims settlement conditions applying to this section:

1. We reserve the right to withdraw at any stage and not to be liable for any further expenses
2. We shall have complete control over the legal proceedings and the appointment and control of any legal representative

Missed Departure

The Insured Person will be indemnified up to the amount shown in the Certificate of Insurance for extra transport and accommodation charges to allow you to reach your outward destination if the Insured Person arrives at the port, airport or station too late because:

- The public transport services on which the insured is travelling is affected by a strike, industrial action, bad weather or mechanical breakdown.
- The vehicle in which the insured is travelling is damaged in an accident or breaks down.

Hijack

If whilst this policy is in force, the Insured Person is a victim of a hijack during a trip on a common carrier, an amount will be paid as specified in the Certificate of Insurance.

Missed Flight Connection

If whilst this policy is in force, during a trip, in the event that the Insured Person's confirmed onward travel connection is missed at the transfer point due to the late arrival of the Insured Person's incoming connecting scheduled conveyance, due to the public transport services on which the insured is travelling being affected by a strike, industrial action, bad weather or mechanical breakdown and no onward transportation is available, the Insured Person will be indemnified for the accommodation, meal or travel expenses necessarily and reasonably incurred up to the amount stated in the Certificate of Insurance.

SPECIAL CONDITIONS

1. The Insured Person shall take all necessary and immediate steps to inform the travel agent or tour operator or provider of transport or accommodation if it is found necessary to cancel the travel arrangements.
2. In the event of a claim, the Insured Person shall submit the following documents to substantiate the claim.
 - a. written confirmation from the common carrier or public transport company.
 - b. documentary proof of Insured Person's payment for deposits, travel fare and accommodation charges.
 - c. copies of medical or death certificate from a physician treating Insured Person's immediate family.
 - d. copies of subpoena or medical certificate in respect of Insured Person's compulsory quarantine.
3. original copies of additional travelling and hotel accommodation charges incurred.

4. In case of Travel Delay or overbooked flight, the Insured Person shall submit written confirmation or written proof of loss from the carrier to substantiate his or her claim.
5. The Insured Person shall take all reasonable precautions to ensure that checked-in baggage is properly locked and tagged.
6. If upon further investigation it is later determined that the baggage and/or personal effects has been lost, any amount claimed and paid to an Insured Person under this section will be deducted from any payment under the loss or damage of personal baggage and property section.
7. In the event of loss, the Insured Person must obtain a written report of such loss either in the form of a police report, a property irregularity report in case loss occurs during air travel, or similar reports from transport carriers.
8. In case of missed connection, the Insured Person shall submit written confirmation from the carrier to substantiate his or her claim along with receipts for the expenses incurred. For the avoidance of doubt, in the event the Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this section, we will only be liable for the excess of the amount recoverable from such other source or insurance.
9. The Insured Person shall take all reasonable precautions for the safety of all personal money and personal property.
10. With regards to Hijack, any claims must be accompanied by a police report or report issued by the common carrier confirming that the Insured Person was a victim of such a hijack.

TRAVEL EXCLUSIONS

In addition to the general exclusions, we shall not be liable for claims arising directly or indirectly from:

- any expenses incurred or payments made after the policy period.
- the Insured Person's inability to travel due to financial reasons or mere disinclination to travel.
- any trip undertaken against the advice of a physician.
- any pre-existing conditions.
- the financial collapse or default of the agent or travel agent or tour operator.
- the Insured Person contracting Acquired Immunodeficiency Syndrome (AIDS), any AIDS related disease or any sexually transmitted disease.
- an unlawful act or criminal proceedings of any person on whom the booked trip depends, other than attendance, under the subpoena as a witness at a court of law.
- any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage (except accidental miscarriage) or abortion.
- the Insured Person engaging in aviation, other than as a fare paying passenger in a fixed-wing aircraft provided and operated by an airline which is duly licensed for the regular transportation of passengers.
- costs or expenses payable by or recoverable from the Insured Person's tour operator, airline, hotel or other provider of a accommodation or transport;

- the Insured Person deciding not to remain in his or her booked accommodation although it is considered safe and acceptable to continue living there.
 - Any legal expenses incurred without our written consent, which shall not be reasonably withheld.
 - Any legal expenses incurred prior to the granting of support by us.
 - Any legal expenses in respect of any claim reported more than 180 days after the commencement of the incident giving rise to such claim.
 - Any legal expenses in respect of any claim where, in our opinion, there is insufficient prospect of obtaining a reasonable benefit.
 - the failure of the Insured Person to check in according to the itinerary supplied to him or her.
 - any strike or industrial action or civil commotion existing or announced before the start of the trip.
 - the late arrival of the Insured Person at the airport or port after the required check-in time.
 - any loss which is not reported to either the police or the transport carrier within 24 hours of discovery.
 - any baggage and/or personal effects sent under an airway bill or bill of lading.
 - any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities.
 - any devaluation of currency or shortages due to errors or omissions during any transactions involving money.
 - loss or damage of the equipment whilst in use
 - deliberate damage or gross misuse of the equipment
 - war or warlike operation, invasion, act of foreign enemy, hostilities (whether War has been declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, civil commotion, conspiracy, military or usurped power, martial law, or state of siege; or any of the events or causes which determine the proclamation of or enforcement of martial law or state of siege, seizure, quarantine; or customs regulations; or nationalization by or under the order of any government or public or local authority;
 - Act of Terrorism;
 - The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials.
 - The policy also does not cover any loss or damage directly or indirectly arising from and/or caused by any form of disease declared as a Pandemic.
- Damage to clothing, contact lenses, stamps, food in freezers and pedal cycles.
 - Damage by wear & tear, depreciation, action of light, atmospheric conditions or any gradually operating cause.
 - Damage arising from moth, vermin, infestation, damp, rust, wet or dry rot.
 - Damage caused by any process of cleaning, washing, repairing or restoring any article.
 - Failure loss or damage NOT directly consequent upon or attributable to an accident including but not limited to electrical or mechanical breakdown.
 - Damage caused by incorrect polarity from a battery.
 - Damage to recording tapes, discs or records.
 - Computer software's, licenses, electronically or any stored information.
 - Foodstuff, alcoholic beverages, tobacco products and medicines.
 - Damage caused by domestic animals or birds.
 - Damage to glass oven doors or ceramic glass in cooker hobs.
 - Consequential loss.
 - Pollution, contamination of any kind, dust, chemical action or reaction.
 - Loss or damage caused by manufacturing defects.
 - Loss or damage caused by vermin or insects, rodents, birds, termites and animals.
 - Loss or damage whilst the Home is lent, let, sub-let in whole or in part.
 - Mysterious disappearance.
 - Loss or damage specifically excluded elsewhere in this policy.

AND

2. Fire and allied perils:

1. Fire, explosion, lightning, earthquakes or smoke, excluding:

- Loss or damage caused by scorching, singeing, melting or damage caused by or that happens gradually over a period of time.

2. Storm and flood, excluding

- Loss or damage caused by frost.
- Loss or damage caused by a rise in the water table.

3. Riot, civil commotion, strikes, labour disturbances, excluding

- Loss or damage that is not reported to the police within seven days.
- Loss or damage to goods in freezers and/or refrigerators caused by failure of electricity as a direct or indirect consequence of a deliberate act by the supply authority and/or their employees.
- Loss or damage occurring while the Home has been left unoccupied.

HOME CONTENTS

This part of the Policy provides full details of the coverage. Cover will be provided for loss of damage due to:

1. Accidental damage subject to specific exclusions as per the policy wordings;

We will provide cover for damage by accidental external means to the contents while in your Home, excluding:

4. Malicious persons or vandals, excluding:

- Loss or damage caused by any employee, guest or tenant, or you or any member of your family.
- When you have failed to notify the police.
- Loss or damage occurring while the Home has been left unoccupied.

5. Collision by vehicles, animals, aircrafts or other aerial devices of articles dropped from them, excluding:

- Loss or damage caused by domestic animals.

6. i. Escape of water from water tanks, pipes, fixed apparatus or fixed heating installation.

ii. Leakage of heating fuel from a fixed heating installation, excluding:

- Loss or damage while the Home has been unoccupied or unfurnished.
- Loss or damage to the component, source, plumbing installation or appliance from which the water or oil escapes.
- Cost of locating and rectifying the source of escape of water or oil.

7. Theft or attempted theft from the Home, excluding:

- Loss or damage caused by any guest, tenant, employee, or by you or any member of your family.
- When you have failed to notify the police.
- Loss or damage occurring while your Home has been left unoccupied or unfurnished.
- Inexplicable loss and / or mysterious disappearance

8. Falling radio and television receiving aerials (including satellite dishes) their fittings and masts.

9. Damage caused by falling trees or branches, excluding:

- Damage to trees.
- The cost of removal of fallen trees or branches.

The insured will be covered for the following benefits as per the Certificate of Insurance:

Contents in your home: The Company will provide cover for loss or damage to the contents in the Home.

Contents Temporarily Removed: Loss of or damage to contents while temporarily removed for cleaning, renovation, repair or other similar purposes elsewhere on the same premises or to any other premises within the geographical limits, excluding:

- Loss or damage by storm or flood to property not in a building.
- Loss or damage while removed for sale or exhibition or to a furniture depository.

Loss or Damage to Contents When Moving to New Home: The Company will provide cover for loss or damage to contents while in transit from one home to another including loading and unloading within the UAE provided that such removals are carried out by professional removal contractors, excluding:

- (a) damage arising from wear & tear, depreciation, and the action of light,
- (b) damage due to atmospheric conditions, moth, vermin, infestation, damp, rust, wet or dry rot,
- (c) any gradually operating cause, the process of cleaning, washing, repairing or restoring, any electrical or mechanical breakdown, consequential loss, money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities, deeds or documents of any kind, business books, manuscripts and stamps, and/or
- (d) damage during sea and/or air transit.

Loss of Rent or Cost of Alternative Accommodation: If the insureds Home is damaged and made uninhabitable by any cause listed in the coverage an amount will be paid for:

1. The loss of rent or
2. Any reasonable additional expenses necessarily incurred for the alternative accommodation during the period necessary to restore the Home to a habitable condition, excluding:
 - Any costs the insureds family would have to pay once the home becomes habitable again.
 - Any costs the insured agrees to pay without our written permission.

Replacement of Locks and Keys: If keys to the locks of:

1. External doors of the Home.
2. Alarm systems or domestic safes fitted in the Home

are stolen an amount will be paid for the cost of replacing locks or lock mechanisms.

Visitor's Personal Effects: The Company will pay for loss or damage to your visitor's personal belongings (other than cash, currency, valuables, documents) by any of the causes listed in the coverage and happening in the Home.

Tenant's Liability: Insurance is provided for an amount as specified in the Certificate of Insurance for which you are legally responsible as per the tenancy contract for the following owned by the landlord:

1. Loss of or damage to the Home and landlords fixtures and fittings
2. Accidental breakage of fixed glass forming part of the building including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.
3. Accidental damage by external means to:
 - Cables or underground pipes providing services to or from the building.
 - Septic tanks and drain inspection covers.

Excluding:

- (a) Injury, death or disease of any member of the household
- (b) Loss of or damage to property owned or in custody or control of the insured or any member of the household.
- (c) An agreement unless the liability would have existed without the agreement.

- (d) The employment, business or profession of the insured or any member of the household.
 - (e) Any liability arising directly or indirectly from any mechanically or electrically propelled vehicles (other than gardening equipment), boats, aircraft, model aircraft, drones, unmanned aerial vehicles, Segway, caravans, personal transportation equipment for children and adults, equipment using robotics technology, any electronic devices designed to be operated solely by power from its electrical system or designed for recreational use including their accessories owned by or in custody or control of the insured or any member of your household or any other persons.
 - (f) Any liability arising out of the ownership of land or buildings by the insured or any member of the household.
 - (g) Any liability arising out of the occupation of land or building by any member of the household other than the home.
 - (h) Any liability arising out of any deliberate act.
 - (i) A contract of service and arising out of the work they are employed to do.
 - (j) Any liability arising out of Transmission of any communicable disease or virus suffered by any member of the household or any domestic servant.
 - (k) Any liability arising from hunting racing.
 - (l) Any liability which is insured by or would be insured by any other policy if this did not exist
 - (m) Any liability arising directly or indirectly from or in consequence of or any way involving asbestos.
 - (n) Loss or damage while your Home has been left unoccupied or unfurnished.
- Loss or damage caused by wear & tear, depreciation, in the process of cleaning, washing, repairing or restoring any article, the action of light or atmospheric conditions, moth, vermin or any other gradually operating cause.
 - Damage to sports racquets, sticks, bats and clubs while in play.
 - Skis (including sticks and bindings), watercraft, sub-aqua equipment, camping equipment and riding tack.
 - Contact and corneal lenses and hearing aids.
 - Confiscation or detention by customs or other officials.
 - Consequential loss.
 - Loss or damage caused to items left unattended in an area to which the general public has access
 - Inexplicable loss and / or mysterious disappearance
 - Failure, loss or damage not directly consequent upon or attributable to an accident including, but not limited to, electrical or mechanical breakdown.
 - Loss or damage due to business or professional use in respect of musical instruments, photographic and sporting equipment and accessories.
 - Loss, theft or damage to personal money, credit cards, securities (fungible, negotiable instruments representing financial value, whether they be debt securities – such as bonds and debentures, equity securities – such as stocks and shares, or derivative contracts – such as forwards, futures, options and swaps) and documents of any kind.
 - Loss, theft or damage to Contents goods and domestic appliances;
 - Theft from unattended road vehicle other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to securely locked vehicle.
 - Loss or damage to property dispatched by sea or air under a bill of lading, airway bill or similar document.
 - Breakage of strings of any musical instrument.
 - Motorcycles and other mechanically or electrically propelled vehicles.
 - Livestock and pets.
 - In respect of pedal cycles only:
 - Loss or damage while being used for track racing or trade purposes.
 - Theft unless in a building or securely locked to an immovable object.
 - Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.
 - Any items exceeding the Single Article Limit unless a list has been provided to us.
 - Any Portable Equipment that is not declared at the time of submission.
 - Loss, theft or damage when your Personal belongings or personal documents have been outside of the United Arab Emirates for a total of more than 90 days in any period of insurance.

If you or the member of your household claiming should die, their legal personal representatives will have the protection of this cover.

Loss of Documents (Passport, driving license, work permit, Emirates ID and Labour Card): The Company will reimburse the cost of making a new passport, driving license, work permit, Emirates ID and Labour Card which is/are accidentally damaged or lost while within the geographical limit and while temporarily elsewhere in the world for not more than ninety (90) days in any period of insurance.

The maximum amount which can be indemnified per document is AED 1,000, subject to a maximum amount as specified in the Certificate of Insurance.

Provided always that:

1. This cover applies only to the insured, spouse and up to 2 children normally residing in the home.
2. The Company will not be responsible for the renewal or extension costs of the lost or damaged document which you would have had to bear if there had been no loss.

Personal Belongings, Valuables and Portable Equipment: The Company will pay for the insureds personal belongings, valuables and portable equipment in the event of loss or damage by accidental means up to the sum insured shown in the schedule while within the Geographical Limit and while temporarily elsewhere in the world for not more than ninety (90) days in any period of insurance up to an amount as specified in the Certificate of Insurance, excluding:

- Any loss, destruction or damage specifically excluded elsewhere in this policy.

Loss of Money and misuse of Credit Cards: The Company will provide cover to your personal money and credit cards in the event of loss or damage by accidental means while within the Geographical Limit and while temporarily elsewhere in the world for not more than ninety (90) days in any period of insurance, up to an amount as specified in the Certificate of Insurance.

Credit cards are insured only against any loss as a result of misuse by any unauthorized person following the loss or theft of any such card before the card company has received notification of the loss and provided that you comply with the terms under which the card was issued, excluding:

- Shortage due to error or omission.
- Losses not reported to the police.
- Loss of credit cards not reported to the card issuing company within 24 hours of discovery.

Death or Permanent Total Disability (For Domestic Help Due to Accident) Including Repatriation: In case of accidental death or permanent total disability as per the policy terms and conditions to resident domestic servant employed by you and under a contract of service with you the Company shall pay in lumpsum an amount as specified in the Certificate of Insurance. The cause of the injury or illness must arise during the period of insurance and result from the work they are employed to do, anywhere in UAE where your home is situated.

In addition, the Company shall pay in lumpsum an amount as specified in the Certificate of Insurance for the repatriation to the home country in the event of his/her death or permanent total disability following an accidental bodily injury.

The Company will not pay for any claim arising from any of the following:

- (a) Hazardous pursuits and occupations,
- (b) Intoxicating liquor or drugs,
- (c) Self-inflicted injury or illness,
- (d) Persons above the age of 64 or below the age of 18 at the time of the incident, and/or
- (e) Any disease, sickness or medical disorder.

HOME INSURANCE EXCLUSIONS

These exclusions apply to all sections of your policy. This insurance policy does not cover:

A. War and Terrorism

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. 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.

3. Any act of terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

We will also not pay for loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to points a, b and/or c above.

B. RADIO ACTIVITY

1. Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss.
2. Any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
3. Any accident loss destruction or liability directly or indirectly caused by or contributed to or arising from nuclear weapons material.

C. SONIC BANGS

Any loss, damage, legal liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

D. POLLUTION OR CONTAMINATION

1. Any loss arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:
 - Pollution or contamination which itself results from a peril insured against.
 - Any peril insured against which itself results from pollution or contamination.
2. Any liability in connection with disposed or damaged waste materials or substances.

E. CYBER RISK

- 1. Losses arising directly or indirectly from:
- The loss or alteration of, damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data information repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer and any subsequent onward transfer (electronic or otherwise) of a computer program that contains any malicious and/or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse and which can be identified as the cause of loss.

F. ROT

Any loss, damage, legal liability, cost or expense of any kind caused by wet rot or dry rot whether or not this is caused directly or indirectly by any other cover provided by this insurance policy.

G. DEFECTIVE CONSTRUCTION

Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from either defective construction, poor or faulty design, poor workmanship or the use of incorrect materials.

H. GRADUAL DETERIORATION

Any loss, damage, legal liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, condensation, insects, vermin, fungus, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or any indirect loss.

I. EXISTING AND DELIBERATE DAMAGE: ANY LOSS, DAMAGE, LEGAL LIABILITY, COST OR EXPENSE OF ANY KIND:

- Occurring, or arising from an event that occurred, before the period of insurance; or
- Caused deliberately by you or a member of your family or at the direction of you or a member of your family.

J. CONFISCATION AND FORCED ENTRY

Any loss, damage, legal liability, cost or expense of any kind caused by officials or the authorities legally using force to enter your home or legally confiscating or holding your property.

K. DECEPTION

Any loss, damage, legal liability, cost or expense of any kind caused by deception unless the only deception used is to gain entry to your home.

L. BUSINESS PROPERTY AND LEGAL RESPONSIBILITY

Any loss, damage, legal liability, cost or expense of any kind:

- For any property which you own, hold in trust or use in connection with any trade, profession or business with the exception of any business equipment as defined; or
- For any legal liability arising directly or indirectly from any trade, profession or business.

M. DATE CHANGE AND COMPUTER VIRUSES

Any loss, damage or legal liability caused directly or indirectly to equipment by its' failing to correctly recognise data representing a date in such a way that it does not work properly or at all, or by computer viruses. For the purpose of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program and/or software which prevent any operating system, computer program or software working properly or at all.

N. LOSS OF VALUE

Any loss of value to the buildings, contents or any other property insured

O. INDIRECT LOSS

Any loss that is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

P. PROPERTY NOT COVERED

Any losses to the following items:

- Living creatures
- Motorised vehicles, trailers, caravans or spare parts and accessories

Q. MATCHING SETS OR ITEMS

The Policy treats each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. The Policy will only pay for lost or damaged items. It does not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the policy.

R. MATCHING CARPETS

If you have a matching carpet or other floor covering in more than one room or area, the Policy treats each room or area as separate. The Policy will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

S. MOULD

We do not cover any loss or damage caused by the presence of mould, however caused, or any loss or damage caused by mould. However, this exclusion does not apply to loss or damage caused by the presence of mould resulting from fire or lightning unless other exclusions apply.

T. VIRUS, DISEASE AND PANDEMIC

This policy does not cover loss, destruction or damage, or costs and expenses directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to, any form of pathogen or microorganism including but not limited to disease, virus, bacteria, fungi and parasites.

GENERAL EXCLUSIONS

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.

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 the Insured Person 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 Insured Person.

AGE LIMITS

18 years to 65 years, but not more than 64 at the time of enrolment with respect to Death or Permanent Total Disability 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

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. 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 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 "Cancellation". The Insured Person shall be liable to the Company for the payment of the premium for the period the policy continues in force. If a loss occurs within the Grace Period, any Premium then due shall be settled prior to the settlement of any applicable claim benefits.

SUFFICIENCY OF NOTICE

Such notice given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the Insured Person 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

In no circumstances can the Insured Person claim under more than one Max Freedom policy with the Bank at any one time.

TERMINATION

Notwithstanding anything contained herein to the contrary the Benefits 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 a Death or Permanent Total Disability claim under this policy;
- iii. Cancellation of this policy by the Insured Person at any time in accordance with the terms and conditions of this policy.
- vi. The Insured Person is no longer a UAE resident.
- vii. The date the Policy is terminated;
- viii. The premium due date if the required premium is not paid within the grace period.

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.

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. If such cancellation is after the 30 days free-look period the Insured Person shall become entitled to a return of premium calculated on a pro-rata basis for the unexpired period of insurance. If cancellation is within the 30 days free-look period the Insured Person will be entitled to a full 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. The insured person shall become entitled to a return of premium calculated on pro- rata basis for the unexpired period of Insurance.

All refunds on this policy are subject to no claims being made.

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 the phone.

POLICY RENEWAL

Following the expiry of the period of coverage as stated in the Certificate of Insurance, this policy will be auto renewed on each anniversary from term to term by payment in advance of the total premium specified by the Company. 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

24X7 Worldwide for Personal Accident Benefits and Personal Belongings

UAE only for Home Contents and Benefits.

MEDICAL PROVISION

Medical Treatment shall be sought and followed promptly on the occurrence of an Injury or Illness and the Company shall not be liable for that part of any claim which in the opinion of a Physician arises

from the unreasonable or willful negligence or failure of any Insured Person to seek and remain under the care of a qualified Physician.

- All claims arising from criminal incidents are to be supported and accompanied by a certified police report.
- The due observance and fulfillment of this Policy insofar as it relates to anything being done or complied with by the Insured Person, shall be a condition precedent to liability to make any payment under this Policy.
- The Company shall have the right to access any current or prior medical records of the Insured Person in order to finalize and/or proceed with the assessment of a claim and/ or render medical assistance. By virtue of this clause, the Insured Person shall be deemed to have given the Company

written consent to access any of the Insured Person's current or prior medical records.

- No amount payable in terms of this Policy shall bear any interest.

SANCTION 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.

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

Immediate written notice to the Company but not later than sixty (60) days from date of event.

2. Submission of Claim Documents

Ninety (90) days from date of event.

3. Claims for Home Insurance

The insured shall on the happening of any event likely to lead to a claim under this policy:

- Notify the police immediately if any property is lost, stolen or maliciously damaged. Report in writing to the Company without unnecessary delay and provide all information and assistance which the Company may reasonably require.
- Take all reasonable steps to recover any lost or stolen property and advise the Company without unnecessary delay if such property is returned to the insured.
- Forward all correspondence, legal process or any other document to the Company unanswered.
- Refrain from discussing liability with any third party.

The Company shall be entitled to:

- Take over and conduct in the insured name the defense or settlement of any claim; or
- Prosecute in the insured name for the Company's own benefit any claim for indemnity or damage or otherwise.
- The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

Once the payment has been made the Company shall relinquish the conduct and control of and be under no further liability in connection with the claim(s) except for the payment of costs and expenses recoverable or incurred prior to the payment date.

4. Claims for Travel Insurance

In case of a medical emergency, please contact our partner, International SOS (Gulf) W.L.L. They are our 24-hour partner and you may notify them as quickly as possible by telephoning +971 4 601 8777. When calling, please quote your travel policy number on your schedule or the policy number on the individual certificate that is issued to each member in the policy.

When you telephone International SOS (Gulf) W.L.L. (+971 4 601 8777) your call will be answered by an experienced assistance coordinator who will help you with your problem.

An on-line new case notification form is available on their website: www.internationalsos.com If you require medical assistance International SOS (Gulf) W.L.L (+971 4 601 8777) will ensure that where appropriate: Hospitals or clinics will be contacted and any necessary fees guaranteed. Doctors and hospitals abroad will be contacted in their own language, where necessary.

International SOS (Gulf) W.L.L medical advisors are consulted at an early stage on the possibility of arranging for the sick or injured person to be returned home and the best method of transportation to be adopted. Specially equipped air ambulances are available for critical cases. Whenever necessary the patient will be escorted by a medical attendant. Assistance will be provided upon arrival in United Arab Emirates where medically necessary.

For emergency medical expenses under AED 2,500.00 which do not require the use of the emergency assistance facility please pay your costs directly and contact the claims line within 14 days of returning

from your journey. If you need to make a claim on your return home – please contact the claims line 04 302 9835 / 04 302 9903 or email travelclaims@ae.rsagroup.com.

Neither we nor International SOS (Gulf) W.L.L will be responsible for any expense, consequential loss, legal liability, loss or damage to any property or person arising from the provision or delay of these services. The assistance services provided by International SOS (Gulf) W.L.L under the sections are only available whilst you are outside United Arab Emirates. Any event occurring within the territory of your Home Country is not covered by International SOS (Gulf) W.L.L.