

**ADDENDUM (3) TO FINANCE HOUSE PJSC (“FH”)**  
**TERMS & CONDITIONS GOVERNING CREDIT CARDS**  
**CREDIT SHIELD POLICY**

This Addendum (3) to FH’s “Terms & Conditions Governing Credit Cards” (“**Addendum (3)**”) shall govern the FH Credit Shield Policy.

**1. DEFINITIONS**

Unless otherwise defined hereafter, capitalized words and expressions used herein shall have the meanings assigned to them under the Terms and Conditions Governing Credit Cards:

- 1.1. “**Accident**” means bodily injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes.
- 1.2. “**Benefit(s)**” means the coverage amount to which a participating Cardholder is entitled to have applied to their Indebtedness with FH, as specified in the Benefit Table, as a result of their participation in the Policy and the occurrence of the insured event, notwithstanding the costs of evidence and assessment and subject to the provisions and conditions of the Policy.
- 1.3. “**BENEFIT TABLE**”  
Maximum sum of Indebtedness insured against Death/Disability:
  - a) Standard Card: AED 40,000/-;
  - b) Gold Card: AED 60,000/-;
  - c) Platinum Card: AED 200,000/-; or
  - d) Titanium Card: AED 200,000/-.
- 1.4. “**Cardholder**” means the holder of a valid Credit Card issued by FH. Each participating Cardholder, whether holder of a Principal or Supplementary Credit Card, will be treated as a separate Insured or Claimant for the purpose of claiming Benefits under this Policy.
- 1.5. “**Claim**” means the notice given by a Claimant to the Insurance Provider and/or FH, in accordance with Clause 3 hereunder, of the occurrence of an event of Death or Disability, allowing them to pursue the Benefit of the Policy.
- 1.6. “**Claimant**” means either the Insured or the representative of the Insured who seeks to pursue the Benefit under the Policy.
- 1.7. “**Commencement Date**”, *see* Insurance Commencement Date.
- 1.8. “**Credit Card(s)**” or “**Card**” means the credit cards issued by FH to the Cardholder(s), Principal and/or Supplementary, pursuant to the Credit Card T&C.
- 1.9. “**Credit Shield Policy**”, “**Credit Shield**” or “**Policy**” means the Death and Disability insurance coverage provided by FH through a selected Insurance Provider.
- 1.10. “**Date of Event**” means any one of the following:
  - a) In respect of **Death**, the date of Death resultant from an accident or illness happening after the Commencement Date and during the period of coverage.
  - b) In respect of **Permanent Total Disability**, the date of recognition of Permanent Total Disability by a competent authority resultant from an accident or illness happening/manifesting after the Commencement Date and during the period of coverage.
  - c) In respect of any other insured event or coverage, the date of the happening and/or recognition of such event occurring after the Commencement Date and during the period of coverage.
- 1.11. “**Death**” means death due to natural cause, Sickness and/or Accident.
- 1.12. “**Disability**”, *see* Permanent Total Disability.
- 1.13. “**Eligibility Age**” is Eighteen (18) years old through Sixty Four (64) years old. Coverage is provided up until the age of Sixty Five (65) years old is reached.
- 1.14. “**GCC**” means the countries of Bahrain, Kuwait, Oman, Saudi Arabia, UAE and Qatar.

1.15. **“Indebtedness”** means the closing balance of the last Credit Card statement prior to the Date of Event, plus the amount of any authorized Credit Card Transactions made prior to the Date of Event not included in that statement. The Indebtedness shall not exceed the Credit Card Limit.

1.16. **“Insurance Commencement Date”** or **“Commencement Date”** means the date when Cardholder becomes enrolled in Credit Shield.

1.17. **“Insurance Contribution Amount”** means the amount paid by the Cardholder for the Policy.

1.18. **“Insurance Provider”** means the insurance company selected by FH to provide Credit Shield to Cardholders; the Insurance Provider may change periodically within the sole discretion of FH.

1.19. **“Insured”** means a Cardholder who is eligible and participating in Credit Shield.

1.20. **“Policy”**, *see* Credit Shield Policy

1.21. **“Permanent Total Disability”** or **“Disability”** means a participating Cardholder having been permanently and totally disabled for twelve (12) consecutive months as a result of accident or sickness which prevents the Cardholder from engaging in any occupation for which he is reasonably qualified by training, education and experience, provided that the insurer is satisfied that he will be so rendered indefinitely. In the event of obvious Disability, e.g. the loss of both legs, the determination of Disability may be completed prior to the aforementioned twelve (12) months period.

If at the time of the loss, the Insured is unemployed, Permanent Total Disability means the permanent and total inability to perform, without assistance of a third person, the daily acts of living.

1.22. **“Sickness”** means sickness or disease contracted for the first time after the Insurance Commencement Date.

1.23. **“Terms and Conditions Governing Credit Cards”** means the terms and conditions governing the contractual relationship between FH and the Cardholder which defines the rights and obligations of each party thereto and includes any variations, amendments, changes or replacements thereto, which FH may issue from time to time.

1.24. **“UAE”** means the United Arab Emirates.

Herein, where the context admits, the masculine gender includes the feminine and the singular number includes the plural and vice versa.

## 2. SCOPE OF COVERAGE

2.1 Enrollment will occur automatically for all eligible Cardholders; those seeking to refuse coverage must elect to opt-out and so notify FH.

2.2 Eligible Cardholders may change their enrollment status at any time by notifying FH of such.

2.3 The scope of coverage provided by the Credit Shield Policy applies to only two (2) incidents:

- a) Death; and/or
- b) Permanent Total Disability.

## 3. CLAIMS

3.1 Process:

a) A Claimant must notify FH and the Insurance Provider of the incident giving rise to the Claim as soon as possible, but in any event, no later than two hundred (200) days after the occurrence, together with any supporting evidence required by FH and/or Insurance Provider.

b) The Claimant shall provide, at his/her own expense, all certificates, information and evidence required by FH or the Insurance Provider in respect of the Claims.

c) For any query on the procedure to raise a Claim or to know more about the coverage and Benefits provided to Cardholders under this Credit Shield, kindly contact the FH Call Centre on Tel: 800 3434 or +971 (2) 619 4001.

3.2 To qualify for the Death Benefit, Claimant must:

a) when Death occurs within the UAE, submit an original official Death certificate or duly attested and verified copy together with the Insurance Provider’s Claim form; or

b) when Death occurs outside the UAE, provide a verified true copy of the Death certificate, which is duly notarized, attested and legalized up to the UAE embassy or consulate in the country where the Death occurred. The Death

certificate must be verified and accepted by the Insurance Provider acting reasonably.

- 3.3 To qualify for the Disability Benefit, a Claimant must submit a medical report from a licensed hospital, clinic or medical centre specifying the date and nature of accident together with the Insurance Provider's Claim form.
- 3.4 In the event of inability to obtain a Death certificate or the medical report in case of Disability, the Insurance Provider may request any other form of proof of Death or Disability as it may consider appropriate, provided it can satisfy the Insurance Provider as to:
  - a) the Date of Event; and
  - b) the cause of the Death or Disability of the Insured.
- 3.5 Reprints of the Credit Card Statements of Account for the most recent six (6) months showing payments and the current balance must be submitted along with details of any Card Transactions and Fees and/or Charges between the time of the Statements of Account and the Date of Event.
- 3.6 A true copy of the Insured's valid Passport and/or UAE identification card, as specified by the Insurance Provider.

#### 4. CESSATION OF COVERAGE

The Credit Shield coverage shall cease for a participating Cardholder if any of the following shall occur:

- 4.1 Payment of any Benefit under the Policy or any supplement thereto;
- 4.2 Termination of the Credit Card;
- 4.3 Cancellation of the Credit Card for any reason;
- 4.4 Transfer of the Cardholder's Indebtedness to another person;
- 4.5 Failure of FH to advance the premium in respect of the Cardholder;
- 4.6 Date on which the outstanding Current Balance for the Credit Card becomes overdue by three (3) months or a complaint or suit is filed with regard to non-payment or the Cardholder is declared as

absconding or a judgment is entered in any court with respect to his Indebtedness under the Credit Card;

- 4.7 Cardholder attains the age of sixty-five (65); or
- 4.8 Insured notifies FH in writing of the intent to opt out of the coverage.

#### 5. EXCLUSIONS

Notwithstanding anything contained in any of the Endorsements, no Benefit will be payable under any of those Endorsements if Death or Disability occurs either directly or indirectly as a result of the following:

##### 5.1 DEATH BENEFIT EXCLUSIONS:

- a) Active participation in a war or warlike operations;

“Active participation” in warlike operations means as an active member of the military or other forces/authorities activated by government to defend law and order in case of a warlike operation, or any person who takes up arms in an active or defensive role.

“Warlike operations” mean hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and marital law or state of siege.
- b) Passive war cover is excluded if the Insured is on permanent (greater than thirty (30) days) assignment to a country after war has been declared in that country or after recognized as a war zone by the United Nations or where there are warlike operations as described in Clause 5.1.a);
- c) Terrorist activity is involved;
- d) Any breach of the law by the Insured or assault provoked by him/her;
- e) Death resulting from being under the influence of alcohol/drugs other than in accordance with the directions of a registered medical practitioner;
- f) Aviation, gliding or any other form of flight other than as a fare paying passenger or airline crew member of a recognized airline or charter service;

- g) Sporting activities other than for leisure purposes;
  - h) Death or injury caused by nuclear fusion, nuclear fission or radioactive contamination;
  - i) Serving in any capacity for any navy, army or air force;
  - j) Childbirth or abortion or any complications arising therefrom;
  - k) Any pre-existing disease or medical impairment from which the Insured was suffering or had a serious past history at the Commencement Date of this Policy; and/ or
  - l) Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS) or any AIDS-related condition.
- j) Any pre-existing disease or medical impairment from which the Insured was suffering or had a serious past history at the Commencement Date of this Policy; and/or
  - k) Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS) or any AIDS-related condition.

**5.2 DISABILITY BENEFITS EXCLUSIONS:**

- a) Attempted suicide or self-inflicted injury whilst sane or insane within the first twelve (12) months of coverage under the Credit Shield Policy;
- b) Any breach of the law by the Cardholder or assault provoked by him/her;
- c) Resulting directly or indirectly from being under the influence of alcohol/drugs other than in accordance with the directions of a registered medical practitioner;
- d) Aviation, gliding or any other form of flight other than as a fare paying passenger or airline crew member of a recognized airline or charter service;
- e) Sporting activities other than for leisure purposes;
- f) Death or injury caused by nuclear fusion, nuclear fission or radioactive contamination;
- g) Serving in any capacity for any navy, army or air force;
- h) Mental illness;
- i) Childbirth or abortion or any complications arising therefrom;

**6. ASSIGNMENTS**

The insurance coverage provided under this Credit Shield Policy and the Benefit(s) payable hereunder are not assignable by the Insured.

**7. SPECIAL ENDORSEMENTS/ CONDITIONS**

- 7.1 Insurance coverage under the Policy is twenty-four (24) hours per day on a worldwide basis, subject to the Insured being a resident of the UAE or GCC countries. Insured persons outside of the GCC for more than thirty (30) days shall be referred to the Insurance Provider for prior approval.
  - 7.2 Entry or exit from the Policy is permitted anytime during a month.
  - 7.3 Policy shall include persons involved in sporting activities for leisure purposes, but any hazardous activities are excluded.
  - 7.4 Suicide is covered provided the Insured has been covered under the Policy for a period of twelve (12) months or more.
  - 7.5 Pre-existing conditions – the Insured or Claimant shall prove non-false declarations.
  - 7.6 Award of Disability Benefits will terminate any further coverage under this Policy, e. g. coverage for Death.
- 8. EFFECT OF CESSATION OF COVERAGE**
- Cessation of participation in Credit Shield shall have the following effects:
- 8.1 No Benefit shall be payable upon the Death or permanent total Disability of a Cardholder after the date of cessation of coverage for any reason;
  - 8.2 No insurance coverage payment amount shall be payable after the cessation of coverage.

9. **LAW AND JURISDICTION**

The Credit Shield Policy shall be construed and the rights and obligations of the parties shall be determined hereunder in accordance with the Laws of the UAE (including any governmental acts, orders, decrees and regulations).

Any difference or dispute between the Insured and the Insurance Provider shall be referred to arbitration in accordance with the procedural regulations of arbitration of the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCAC) rules and shall be settled by an arbitration tribunal consisting of three arbitrators, one chosen by the Insured, the second chosen by the Insurance Provider and the third chosen by the first two arbitrators. The arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be the Emirate of Abu Dhabi, UAE and the decision/award of the majority of the arbitrators shall be final and binding on the parties.

10. **GENERAL TERMS**

10.1 Subject to the provisions and conditions and unless the context so requires, the Credit Shield Policy shall also be governed by the Terms and Conditions Governing Credit Cards.

10.2 FH does not offer, advise on, or underwrite insurance. The Credit Shield Policy is underwritten and issued by the Insurance Provider (chosen by FH from time to time) who is licensed in the UAE and offers this Credit Shield Policy to Cardholders in the capacity of a third party service provider.

10.3 FH and/or the Insurance Provider reserve the right, at any time, to change the terms and conditions and rates, and/or reject, discontinue or cancel the Credit Shield coverage at any time without assigning any reason.

10.4 All Benefits payable under the Credit Shield Policy shall be set-off against the Indebtedness of the Insured to FH.

10.5 No Benefit under the Credit Shield Policy shall be provided unless the insurance payment(s) due and payable have been paid in full by the Insured.

10.6 The Insured shall provide FH and/or Insurance Provider with any information that FH and/or

Insurance Provider may require (including, but not limited to, details of the current state of his/her health and past medical history) in respect of the Insured.

10.7 If any Claim under this Policy is in any way fraudulent or unfounded, all the Benefits under the Policy shall be forfeited in respect of the particular Cardholder and the Policy shall be considered to be automatically terminated.

10.8 All monetary amounts specified in this Policy are expressed in the currency of the United Arab Emirates Dirham, referred to herein as "UAE Dirham".

10.9 No Benefit under this Policy shall be provided unless the monthly insurance premium amount(s) due and payable have been paid in full by the Cardholder to FH.

10.10 Addendum (3) shall form an integral part of the Terms and Conditions Governing Credit Cards, and shall be read and construed together as one document and shall be complementary to one another. In case of any discrepancies between this Addendum (3), including the terms of the Credit Shield Policy therein, and the Terms and Conditions Governing Credit Cards regarding the Policy, this Addendum (3) shall supersede the Terms and Conditions Governing Credit Cards.

11. **NO LIABILITY OF FH**

The Cardholder shall defend, indemnify and hold FH, its officers, employees and agents harmless from and against any and all losses, liabilities, damages, costs and expenses (including but not limited to, and without limitation, court costs and attorneys' fees) that may arise as a result of any disputes between the Cardholder and the Insurance Provider or which the Cardholder may incur as a result of, or with respect to the Policy. The Cardholder further undertakes not to bring any claim, action, proceeding or demand against FH, its officers, employees or agents related (whether directly or indirectly) to the Policy.

## SUPPLEMENT (1) TO FINANCE HOUSE PJSC (“FH”) CREDIT SHIELD POLICY

### CRITICAL ILLNESS COVERAGE

THIS SUPPLEMENT (1) TO ADDENDUM (3) OF FH’S CREDIT SHIELD POLICY (“**Supplement (1)**”) shall govern the Critical Illness Coverage.

#### 1. DEFINITIONS AND INTERPRETATION

1.1. Unless otherwise defined herein, capitalized words and expressions used within this Supplement (1) shall have the meanings assigned to them under the Credit Shield Policy (as defined below) or the FH Terms and Conditions Governing Credit Cards (“**Terms & Conditions**”) respectively.

1.2. In this Supplement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Annex (1)**” means the annexure to this Supplement (1) titled “Annex (1) Critical Illnesses Covered”.

“**Addendum (3)**” means the addendum to the Terms & Conditions titled “Addendum (3) to Finance House PJSC (“**FH**”) Term & Conditions Governing Credit Cards”

“**Benefit(s)**” means the coverage amount to which a participating Cardholder is entitled to have applied to their Indebtedness (as defined below) with FH, as specified in the Benefit Table, as a result of their participation in the CIC (as defined below) and the occurrence of the insured event, notwithstanding the costs of evidence and assessment and subject to the provisions and conditions of the CIC.

- a) Benefit for CIC shall be paid only once for the occurrence of any one or more of the Critical Illnesses (as defined below and further detailed in Annex 1), whether occurring simultaneously or subsequently.
- b) A Claimant receiving Benefit for CIC shall terminate coverage for benefits under the Death and Disability insurance coverage provided under the Credit Shield Policy.

#### “**BENEFIT TABLE**”

The maximum sum of Indebtedness with FH insured against Critical Illness would be, subject to a maximum payable Benefit of AED 250,000/- (Two Hundred Fifty Thousand Dirhams), as illustrated in the following table:

CARD TYPE	CRITICAL ILLNESS BENEFIT
Standard Card	AED 20,000/-
Gold Card	AED 30,000/-
Platinum Card	AED 100,000/-
Titanium Card	AED 100,000/-

“**Cardholder**” means the holder of a valid Principal Card issued by FH. Each participating Cardholder will be treated as a separate Insured or Claimant for the purpose of claiming Benefits under this CIC. Holders of a Supplementary Card **shall not** be eligible for coverage under this CIC.

“**Claim**” means the notice given by a Claimant to the Insurance Provider and/or FH, in accordance with Clause 3 hereunder, of the occurrence of an insured event of Critical Illness, allowing such Claimant to pursue the Benefit of the CIC.

“**Claimant**” means either the Insured or the representative of the Insured who seeks to pursue the Benefits under the CIC.

“**Commencement Date**”, means the date when the Cardholder becomes enrolled in the Critical Illness Coverage.

“**Cardholder**” means any individual being the Principal holder of a valid Credit Card issued by FH. Each participating Cardholder will be treated as a separate Insured or Claimant for the purpose of claiming Benefits under this CIC. Holders of a Supplementary Credit Card **shall not** be eligible for coverage under the CIC.

“**Credit Shield Policy**” or “**Credit Shield**” or “**Policy**” means the Death and Disability insurance coverage provided by FH through a selected Insurance Provider as per Addendum (3).

“**Critical Illness**” means the diseases and/or illnesses or any covered surgery undergone or requested or prescribed by a doctor as identified in Annex (1) and for which insurance coverage may be provided via the CIC.

“**Critical Illness Coverage**” or “**CIC**” means the insurance provided by FH through a selected Insurance Provider for coverage of the Critical Illnesses.

“**Date of Event**” means the date of first diagnosis of the Critical Illness or date on which a covered surgery is undergone or requested or prescribed by a doctor.

“**Death**” *see* definition of same under the Credit Shield Policy.

“**Disability**” *see* definition of “Permanent Total Disability” under the Credit Shield Policy.

“**Eligibility Age**” is eighteen (18) years old through fifty nine (59) years old. **Critical Illness Coverage is provided up until the age of Sixty (60) years old is reached. \***

\* The Eligibility Age for Critical Illness Coverage differs from that provided for Death and/or Disability insurance coverage provided under the Credit Shield Policy.

“**Indebtedness**” means the closing balance of the last Credit Card Statement of Account prior to the Date of Event, plus the amount of any authorized Card Transactions made prior to the Date of Event not included in that statement. The Indebtedness shall not exceed the Credit Card Limit.

“**Insurance Contribution Amount**” means the amount paid by the Cardholder for the CIC.

“**Insurance Provider**” means the insurance company selected by FH to provide Critical Illness Coverage to Cardholders; the Insurance Provider may change periodically within the sole discretion of FH.

“**Insured**” means a Cardholder who is eligible and participating in the Critical Illness Coverage.

“**UAE**” means the United Arab Emirates.

“**Waiting Period**” means a period of ninety (90) days from the Cardholder’s Commencement Date, during which time no Claims may be made under the CIC.

- 1.3. The clause headings in this Supplement are for the purpose of convenience only and shall not be taken into account in the interpretation of or modify the terms of this Supplement.
- 1.4. Unless inconsistent with or a contrary intention clearly appears from the context, words importing:
  - a) Any reference to gender includes the other genders;
  - b) Any reference to singular includes the plural and vice versa; and
  - c) Words denoting individuals include corporations or establishments and vice versa.

## 2. **SCOPE OF COVERAGE**

- 2.1. Enrollment will occur automatically for all eligible Cardholders; those seeking to refuse coverage must elect to opt-out and so notify FH.
- 2.2. Eligible Cardholders may change their enrollment status at any time by notifying FH of such.
- 2.3. The scope of coverage provided by the Critical Illness Coverage applies to only the identified seven (7) Critical Illnesses as outlined in Annex (1).
- 2.4. Any award of Benefits under the CIC will terminate any further coverage under the Credit Shield Policy or any supplement thereto, e. g. coverage for Death or Disability or Involuntary Loss of Employment.

### 3. CLAIMS

- 3.1. No Claims for Critical Illnesses, as identified in Annex (1), diagnosed, or any covered surgery undergone or requested or prescribed by a doctor during the Waiting Period shall be valid; coverage for Critical Illnesses commences only upon the expiry of the Waiting Period.
- 3.2. A Claimant, to submit a Claim, must provide FH and the Insurance Provider with immediate notification of an insured event prompting a Claim, e.g. diagnosis or determination of the respective Critical Illness, and all supporting evidence required by FH and/or Insurance Provider as soon as possible.
- 3.3. The Claimant shall provide, at his/her own expense, all certificates, information and evidence required by FH and/or the Insurance Provider in respect of any Claim.
- 3.4. For any query about the Critical Illness Coverage, Benefits provided to Cardholders under this CIC, and/or the procedure to raise a Claim, kindly contact FH Call Centre on Tel: 800 3434 or +971 (2) 619 4001.

### 4. CESSATION OF COVERAGE

- 4.1. The Critical Illness Coverage shall cease for a participating Cardholder if any of the following shall occur:
- a) Payment of any Benefit under the CIC;
  - b) Payment of any Benefit under the Credit Shield or any other supplement thereto;
  - c) Cancellation of the Credit Card for any reason;
  - d) Transfer of the Cardholder's Indebtedness to another person;
  - e) Failure of FH to advance the insurance premium to the Insurance Provider in respect of the Cardholder for any reason whatsoever;
  - f) Date on which the outstanding Current Balance for the Credit Card becomes overdue by three (3) months or a complaint or suit is filed with regard to non-payment or the Cardholder is declared as absconding or a judgment is entered in any court with respect to his Indebtedness under the Credit Card;
  - g) the Cardholder attains the age of sixty (60) years old;
  - h) the Insured notifies FH in writing of the Cardholder's intent to opt out of the CIC and/ or the Credit Shield;
  - i) the Cardholder becomes a defaulter for a period of thirty (30) days; and/or
  - j) cancellation of the Benefits under this CIC by the Insurance Provider, FH or the Cardholder at any time in accordance with the terms and conditions of this CIC;
- 4.2. If any Claim under this CIC is in any way fraudulent or unfounded, all the Benefits under this CIC shall be forfeited in respect of the particular Cardholder and the CIC shall be considered to be automatically terminated.

### 5. EXCLUSIONS

Notwithstanding anything contained herein, no Benefit will be payable in the following circumstances:

#### 5.1. Survival period:

It is a pre-requisite to coverage under the CIC that the Insured is and remains alive no less than thirty (30) days from the Date of Event.

#### 5.2. Waiting Period:

- a) No Benefit shall be paid to an Insured for any Critical Illness for which the Date of Event occurred during the Waiting Period.
- b) Furthermore, any Claim resulting, directly or indirectly, from a condition (i.e., sickness or accident) which originated during the Waiting Period shall be excluded from coverage under the Critical Illness Coverage.
- c) If a Cardholder opts out of Critical Illness Coverage and then elects to resume the CIC, the Waiting Period shall begin anew for such Cardholder.



5.3. Credit Shield Policy Exclusions:

No Benefit shall be payable under the Critical Illness Coverage if any of the Credit Shield Policy Exclusions are violated.

6. **ASSIGNMENTS**

The insurance coverage provided under this Critical Illness Coverage and the Benefit(s) payable hereunder are not assignable by the Insured.

7. **SPECIAL CONDITIONS**

7.1 Insurance coverage under the CIC is twenty-four (24) hours per day on a worldwide basis, subject to the Insured being a resident of the UAE or GCC countries. Insured persons who reside outside the GCC for more than thirty (30) days shall be referred to the Insurance Provider for prior approval.

7.2 Entry or exit from the CIC is permitted anytime during a month.

7.3 Pre-existing conditions – the Insured or Claimant shall prove non-false declarations.

8. **EFFECT OF CESSATION OF COVERAGE**

Cessation of participation in the Critical Illness Coverage shall have the following effects:

8.1 No Benefit shall be payable upon the diagnosis or treatment of a Critical Illness of a Cardholder after the date of cessation of coverage for any reason; and

8.2 No insurance coverage payment amount shall be payable after the cessation of coverage.

9. **LAW AND JURISDICTION**

9.1 The Critical Illness Coverage shall be construed and the rights and obligations of the parties shall be determined hereunder in accordance with the laws of the UAE (including any governmental acts, orders, decrees and regulations).

9.2 Any difference or dispute arising out of or relating to this CIC shall be referred to arbitration in accordance with the procedural regulations of arbitration of the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCAC) rules and shall be settled by an arbitration tribunal consisting of three (3) arbitrators, one chosen by the Insured, the second chosen by the Insurance Provider and the third chosen by the two appointed arbitrators. The arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be the Emirate of Abu Dhabi, UAE and the decision/award of the majority of the arbitrators shall be final and binding on the parties.

10. **GENERAL TERMS**

10.1 FH does not offer, advise on, or underwrite insurance. The Critical Illness Coverage is underwritten and issued by the Insurance Provider (chosen by FH from time to time) who is licensed in the UAE and FH offers this Critical Illness Coverage to Cardholders in the capacity of a third-party service provider.

10.2 FH and/or the Insurance Provider reserve the right, at any time, to change the terms and conditions and rates, and/or reject, discontinue or cancel the coverage under the Critical Illness Coverage at any time without assigning any reason.

10.3 All Benefits payable under the Critical Illness Coverage shall only be set-off against the Indebtedness of the Insured to FH.

10.4 No Benefit under the Critical Illness Coverage shall be provided unless the insurance payment(s) due and payable have been paid in full by the Insured.

10.5 The Insured shall provide FH and/or Insurance Provider with any information that FH and/or Insurance Provider may require (including, but not limited to, details of the current state of his/her health and past medical history) in respect of the Insured.

10.6 All monetary amounts specified in this CIC are expressed in Dirham (“AED”), the official currency of the UAE, referred to herein as “UAE Dirham”.

10.7 No Benefit under this CIC shall be provided unless the monthly insurance premium amount(s) due and payable have been paid in full by the Cardholder to FH.

10.8 Supplement (1), including Annex (1) hereto, together with any other supplements to the Credit Shield Policy, shall form an integral part of the Credit Shield Policy and the Terms & Conditions, and shall be read and construed together as one document and shall be complementary to one another. In case of any discrepancies between this Supplement (1), including Annex (1), and the Credit Shield Policy and the Terms & Conditions regarding the CIC, this Supplement (1) shall supersede both the Credit Shield Policy and the Terms & Conditions.

11. **NO LIABILITY OF FH**

The Cardholder shall defend, indemnify and hold FH, its officers, employees and agents harmless from and against any and all losses, liabilities, damages, costs and expenses (including but not limited to, and without limitation, court costs and attorneys' fees) that may arise as a result of any disputes between the Cardholder and the Insurance Provider or which the Cardholder may incur as a result of, or with respect to the CIC. The Cardholder further undertakes not to bring any claim, action, proceeding or demand against FH, its officers, employees or agents related (whether directly or indirectly) to the CIC in any manner whatsoever.

**ANNEX (1)**

**CRITICAL ILLNESSES COVERED**

<b>COVERED ILLNESS</b>	<b>DEFINITIONS OF CRITICAL ILLNESSES AND EXCLUSIONS</b>
Major Cancers	<p>A malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue.</p> <p>This diagnosis must be supported by histological evidence of malignancy and confirmed by the oncologist or pathologist.</p> <p><b>The following are excluded:</b></p> <ul style="list-style-type: none"> <li>• Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as malignant or non-invasive, including, but not limited to: carcinoma-in-situ of the breasts, cervical dysplasia CIN-1, CIN-2 and CIN-3;</li> <li>• Hyperkeratosis, basal cell and squamous skin cancers, and melanomas of less than 1.5 mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases;</li> <li>• Prostate cancers histologically described as TNM Classification T1a or T1b or prostate cancers of another equivalent or lesser classification, TINOMO papillary micro-carcinoma of the thyroid less than 1 cm in diameter, papillary micro-carcinoma of the bladder, and chronic lymphatic leukemia less than RAI Stage 3; and</li> <li>• All tumours in the presence of HIV infection.</li> </ul>
First Heart Attack	<p>Death of a portion of the heart muscle as a result of inadequate cardiac blood supply to the relevant areas.</p> <p>This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:</p> <ul style="list-style-type: none"> <li>• History of typical chest pain;</li> <li>• Diagnostic elevation of cardiac enzymes CK-MB;</li> <li>• New electrocardiogram (“ECG”) changes proving infarction;</li> <li>• Diagnostic elevation of Troponin (T or I); and</li> <li>• Left ventricular ejection fraction less than 50% (fifty percent) measured three (3) months or more after the event.</li> </ul>
Stroke	<p>A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:</p> <ul style="list-style-type: none"> <li>• Evidence of permanent neurological damage confirmed by a neurologist at least six (6) weeks after the event; and</li> </ul>

COVERED ILLNESS	DEFINITIONS OF CRITICAL ILLNESSES AND EXCLUSIONS
	<ul style="list-style-type: none"> <li>• Findings of a Magnetic Resonance Imaging, Computerized Tomography or other reliable imaging techniques consistent with the diagnosis of a new stroke.</li> </ul> <p><b>The following are excluded:</b></p> <ul style="list-style-type: none"> <li>• Transient ischemic attacks;</li> <li>• Brain damage due to an injury, infection, vasculitis, and inflammatory disease;</li> <li>• Vascular disease affecting the eye or optic nerve; and</li> <li>• Ischemic disorders of the vestibular system.</li> </ul>
Coronary Artery By-pass	<p>The actual undergoing of open chest surgery for the correction of two or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (“CABG”). The surgery must have been proven to be necessary by means of coronary angiography and realization of the surgery has to be confirmed by a specialist.</p> <p><b>The following are excluded:</b></p> <ul style="list-style-type: none"> <li>• Angioplasty;</li> <li>• Any other intra-arterial procedures; and</li> <li>• Key-hole surgery.</li> </ul>
Kidney Failure	<p>End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.</p> <p>Diagnosis must be confirmed by a specialist.</p>
Major Organ Transplant	<p>The receipt of a transplant of:</p> <ul style="list-style-type: none"> <li>• Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or</li> <li>• One of the following human organs: heart, lung, liver, kidney, or pancreas, that resulted from irreversible end stage failure of the relevant organ.</li> </ul> <p><b>Excluded is the transplantation of any other organs, part or organs, tissues or cells.</b></p>
Paralysis	<p>The complete and permanent loss of use of both arms, or of both legs, or of one (1) arm and one (1) leg, through paralysis, caused by sickness or injury except when such injury is self-inflicted.</p> <p>This condition must be confirmed by a consultant neurologist.</p> <p><b>Excluded is paralysis due to Guillain Barré Syndrome.</b></p>

## SUPPLEMENT (2) TO FINANCE HOUSE PJSC (“FH”) CREDIT SHIELD POLICY

### INVOLUNTARY LOSS OF EMPLOYMENT COVERAGE

THIS SUPPLEMENT (2) TO ADDENDUM (3) OF FH’S CREDIT SHIELD POLICY (“**Supplement (2)**”) shall govern the Involuntary Loss of Employment (“**ILOE**”) Coverage.

#### 1. **DEFINITIONS AND INTERPRETATION**

1.1. Unless otherwise defined herein, capitalized words and expressions used within this Supplement (2) shall have the meanings assigned to them under the Credit Shield Policy (as defined below) or the FH Terms and Conditions Governing Credit Cards (“**Terms & Conditions**”) respectively.

1.2. In this Supplement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Addendum (3)**” means the addendum to the Terms & Conditions titled “Addendum (3) to Finance House PJSC (“**FH**”) Term & Conditions Governing Credit Cards”

“**Benefit(s)**” means up to 10% (ten percent) of the participating Cardholder’s Indebtedness, up to a maximum of AED 5,000/- (Five Thousand Dirhams) per month for up to twelve (12) months, which such Cardholder is entitled to have applied to their Indebtedness with FH, as a result of their participation in the ILOE coverage (“**ILOE Coverage**” or “**ILOEC**”) and the occurrence of the insured event, notwithstanding the costs of evidence and subject to the provisions and conditions of the ILOEC.

Benefit for ILOEC shall be applicable to only one Credit Card, irrespective of the number of Credit Cards held by a Cardholder.

“**Cardholder**” means the holder of a valid Principal Card issued by FH. Each participating Cardholder will be treated as a separate Insured or Claimant for the purpose of claiming Benefits under this ILOEC. Holders of a Supplementary Card **shall not** be eligible for coverage under this ILOEC.

“**Claim**” means the notice given by a Claimant to the Insurance Provider and/or FH, in accordance with Clause 3 hereunder, of the occurrence of an insured event of ILOE, allowing such Claimant to pursue the Benefit of the ILOEC.

“**Claimant**” means either the Insured or the representative of the Insured who seeks to pursue the Benefits under the ILOEC.

“**Commencement Date**”, means the date when the Cardholder becomes enrolled in the ILOE Coverage.

“**Credit Shield Policy**” or “**Credit Shield**” or “**Policy**” means the Death and Disability insurance coverage provided by FH through a selected Insurance Provider as per Addendum (3).

“**Critical Illness**” *see* definition of same under the Credit Shield Policy, Supplement (1) Critical Illness Coverage

“**Critical Illness Coverage**” or “**CIC**” means the insurance provided by FH through a selected Insurance Provider for coverage of the Critical Illnesses, *see* Supplement (1).

“**Date of Event**” means the date of notice of termination.

“**Death**” *see* definition of same under the Credit Shield Policy.

“**Disability**” *see* definition of “Permanent Total Disability” under the Credit Shield Policy.

“**Eligibility Age**” is eighteen (18) years old through fifty nine (59) years old. **ILOE Coverage is provided up until the age of Sixty (60) years old is reached.** \*

\* The Eligibility Age for ILOE Coverage differs from that provided for Death and/or Disability insurance coverage provided under the Credit Shield Policy.

“**Indebtedness**” means the closing balance of the last Credit Card Statement of Account prior to the Date of Event, plus the amount of any authorized Card Transactions made prior to the Date of Event not included in that statement. The Indebtedness shall not exceed the Credit Card Limit.

“**Insurance Contribution Amount**” means the amount paid by the Cardholder for the ILOEC.

**“Insurance Provider”** means the insurance company selected by FH to provide ILOE Coverage to Cardholders; the Insurance Provider may change periodically within the sole discretion of FH.

**“Insured”** means a Cardholder who is eligible and participating in the ILOE Coverage.

**“Involuntary Loss of Employment Coverage”** or **“ILOEC”** means the involuntary loss of employment insurance coverage provided by FH through a selected Insurance Provider.

**“UAE”** means the United Arab Emirates.

**“Waiting Period”** means a period of ninety (90) days from the Cardholder’s Commencement Date during which time no Claims may be made under the ILOEC.

- 1.3. The clause headings in this Supplement are for the purpose of convenience only and shall not be taken into account in the interpretation of or modify the terms of this Supplement.
- 1.4. Unless inconsistent with or a contrary intention clearly appears from the context, words importing:
  - a) Any reference to gender includes the other genders;
  - b) Any reference to singular includes the plural and vice versa; and
  - c) Words denoting individuals include corporations or establishments and vice versa.

## 2. **SCOPE OF COVERAGE**

- 2.1. Enrollment will occur automatically for all eligible Cardholders; those seeking to refuse coverage must elect to opt-out and so notify FH.
- 2.2. Any award of Benefits under the ILOEC will terminate any further coverage for the Insured making such Claim under the Credit Shield Policy or any supplement thereto, e. g. coverage for Death or Disability or Critical Illness.

## 3. **CLAIMS AND CLAIMS PROCEDURE**

- 3.1. No claims for ILOE occurring during the Waiting Period shall be valid; coverage for ILOE commences only upon the expiry of the Waiting Period.
- 3.2. A Claimant must provide FH and the Insurance Provider with immediate notification of an insured event prompting a Claim, e.g. termination, and provide at his/her own expense all supporting evidence required by FH and/or Insurance Provider to substantiate the claim to the satisfaction of FH and/or Insurance Provider shall be submitted as soon as possible, but in no event later than ninety (90) days from the Date of Event, including:
  - a) standard Insurance Provider claim form;
  - b) letter of termination confirming that the Insured’s (employee) contract was terminated, clearly indicating the reason of termination and stamped and signed by the Insured’s employer;
  - c) copy of employment contract;
  - d) copy of passport with valid visa page for expatriates or copy of the national identity card for UAE nationals;
  - e) salary slips for the six (6) months preceding the Date of Event (date of notice of termination); and
  - f) any other documentation as instructed by FH and/or the Insurance Provider.
- 3.3. Settlement of an Insured’s Claim:
  - a) Upon the Insurance Provider’s receipt of a properly filed Claim, complete with all necessary documents, the Insurance Provider will then forward the file for investigation of the Claim.
    - (i) If additional documentation is required for investigation, the Insurance Provider will instruct the Insured to provide any such additional materials.
    - (ii) If the Claim is not admissible for any reason whatsoever, the Insurance Provider shall notify the Insured accordingly.
  - b) Upon completion of the Claim investigation, the Insurance Provider will then process the Claim in accordance with the investigation and communicate the decision to the Insured accordingly.

- c) Settlement for any Claim submitted on or before 15th of the month will be made on 1st of the following month and settlement for any Claim submitted on or after 16th of the month will be made on 16th of following month.
  - d) For the first month after a Claim is made, no Benefits shall be paid - this is a one (1) month elimination period. After the first month, the Insurance Provider shall pay the relevant Benefit to the Credit Card account of the Insured with FH retroactively.
- 3.4. For continuation of Benefits under the ILOEC, the Insured must submit to FH and the Insurance Provider the following materials on a monthly basis:
- a) monthly submission of passport copy and visa page;
  - b) a copy of the "Labour Contract" from the Insured's employer if requested by the Insurance Provider to verify the period of employment contract; and
  - c) any other documents or other materials as may be required by the FH and/or the Insurance Provider.

Failure to provide such materials may result in termination of a Claim and/or the cessation of all Benefits provided to the Insured under the ILOEC.

- 3.5. For any query about the ILOE Coverage, Benefits provided to Cardholders under this ILOEC, and/or the procedure to raise a Claim, kindly contact FH Call Centre on Tel: 800 3434 or +971 (2) 619 4001.

#### **4. CONDITIONS OF ILOE COVERAGE**

- 4.1. The Insured must be and remain unemployed during any period for which the Benefit under the ILOEC is paid and shall provide all necessary proofs as may be called upon by the Insurance Provider in order to substantiate such unemployment.
- 4.2. The Insured shall inform the Insurance Provider and FH immediately upon accepting alternative employment.
- 4.3. In the event that the Insured has been re-employed during the period he has obtained Benefits, the entire claim will be voided and the Insurance Provider reserves the right to recover from the Insured all Benefits paid to the FH on behalf of the Insured since the beginning of his unemployment.

#### **5. CESSATION OF COVERAGE**

- 5.1. The ILOE Coverage shall cease for a participating Cardholder if any of the following shall occur:
- a) payment of any Benefit for the Insured under the Credit Shield, the CIC, or ILOEC;
  - b) cancellation of the Credit Card for any reason;
  - c) transfer of the Cardholder's Indebtedness to another person;
  - d) failure of FH to advance the insurance premium to the Insurance Provider in respect of the Cardholder for any reason whatsoever;
  - e) upon the date on which the outstanding Current Balance for the Credit Card becomes overdue by three (3) months or a complaint or suit is filed with regard to non-payment or the Cardholder is declared as absconding or a judgment is entered in any court with respect to his Indebtedness under the Credit Card;
  - f) upon the date the Insured reaches six (6) months prior to the Insured's normal retirement date (depending on the Insured's nationality);
  - g) upon the date the Cardholder attains the age of sixty (60) years old;
  - h) the Insured notifies FH in writing of the Cardholder's intent to opt out of the ILOEC and/ or the Credit Shield;
  - i) the Cardholder becomes a defaulter for a period of thirty (30) days; and/or
  - j) cancellation of the Benefits under this ILOEC by the Insurance Provider, FH or the Cardholder at any time in accordance with the terms and conditions of this ILOE;

5.2. If any Claim under this ILOEC is in any way fraudulent or unfounded, all the Benefits under this ILOEC shall be forfeited in respect of the particular Cardholder and the Credit Shield, any other supplement thereto, and this ILOEC shall be considered to be automatically terminated for such Cardholder.

## 6. EXCLUSIONS

6.1. If a Cardholder opts out of ILOEC, such Cardholder cannot re-enter into the ILOEC.

6.2. Notwithstanding anything contained herein, no coverage shall be provided and no Benefit will be payable to Cardholders who:

- a) suffer any involuntary loss of employment for which the Date of Event occurred during the Waiting Period.
- b) have not been continuously employed with the same employer for more than a minimum of one (1) year;
- c) are on probation for any reason whatsoever;
- d) are on a fixed-term contract or part-time or temporary employment
- e) have resigned;
- f) have resigned or left by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement;
- g) were aware of pending unemployment on or before the Commencement Date;
- h) becomes unemployed due to:
  - (i) normal seasonal variation;
  - (ii) non-renewal of employment contract;
  - (iii) strikes, lockouts, or other organized labour disputes or any unlawful acts;
  - (iv) Emiratization (localization);
  - (v) disability, sickness, accident or other medical reason (whether mental or physical);
  - (vi) mass lay-offs due to economic recession or the employer's non-performance, insolvency or liquidation proceedings; or
  - (vii) force majeure events, an event beyond the control of the employer which prevents it from fulfilling its obligations under the employment contract, such as natural disasters (including without limitation, fire, flood, earthquake, or hurricane), war, invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labour dispute, strike, lockout or failure of power sources.
- i) were not terminated, but rather had his/her salary withheld in part or in full for any reason;
- j) became unemployed due to any of the following reasons:
  - (i) Misconduct;
  - (ii) Criminal conviction;
  - (iii) Dishonest or fraudulent actions; or
  - (iv) Non-performance or underperformance.
- k) were related to the employer or a shareholder of the employer or member of its board;
- l) were self-employed;
- m) are employees of Abu Dhabi Commercial Bank;
- n) are not able to claim under the Tanmia unemployment benefit (for UAE nationals only);
- o) do not have a valid UAE resident or employment visa (applicable for expats); or



p) violate any Credit Shield Policy Exclusions.

**7. TERMINATION OF BENEFIT PAYMENT**

Payment of Benefits under the ILOEC shall cease and terminate immediately upon:

- 7.1. the Death or Disability of the Insured;
- 7.2. the Insured resumes work, even if only part-time or temporary;
- 7.3. the date of retirement or early retirement (as evidenced by the payment of any retirement benefits);
- 7.4. the maximum benefit payment term being reached (twelve months of payments), whether in one claim or in aggregate of multiple ILOE claims over the life of the ILOEC;
- 7.5. the Insured becomes sixty (60) years old;
- 7.6. the Credit Card is cancelled for any reason whatsoever; or
- 7.7. the Insured no longer claims Tanmia unemployment benefits (applicable for UAE nationals only).

**8. ASSIGNMENTS**

The insurance coverage provided under this ILOEC and the Benefit(s) payable hereunder are not assignable by the Insured.

**9. EFFECT OF CESSATION OF COVERAGE**

Cessation of participation in Involuntary Loss of Employment Coverage shall have the following effects:

- 8.1 No Benefit shall be payable upon any involuntary loss of employment of the Cardholder after the date of cessation of coverage for any reason;
- 8.2 No ILOEC payment amount shall be payable after the cessation of coverage; and
- 8.3 The Cardholder cannot later seek coverage under the ILOEC.

**10. LAW AND JURISDICTION**

- 9.1 The ILOEC shall be construed and the rights and obligations of the parties shall be determined hereunder in accordance with the laws of the UAE (including any governmental acts, orders, decrees and regulations).
- 9.2 Any difference or dispute arising out of or relating to this ILOEC shall be referred to arbitration in accordance with the procedural regulations of arbitration of the Abu Dhabi Commercial Conciliation and Arbitration Centre (ADCAC) rules and shall be settled by an arbitration tribunal consisting of three (3) arbitrators, one chosen by the Insured, the second chosen by the Insurance Provider and the third chosen by the two appointed arbitrators. The arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be the Emirate of Abu Dhabi, UAE and the decision/award of the majority of the arbitrators shall be final and binding on the parties.

**11. GENERAL TERMS**

- 10.1 FH does not offer, advise on, or underwrite insurance. The Involuntary Loss of Employment Coverage is underwritten and issued by the Insurance Provider (chosen by FH from time to time) who is licensed in the UAE and FH offers this Involuntary Loss of Employment Coverage to Cardholders in the capacity of a third-party service provider.
- 10.2 FH and/or the Insurance Provider reserve the right, at any time, to change the terms and conditions and rates, and/or reject, discontinue or cancel the coverage under the Involuntary Loss of Employment Coverage at any time without assigning any reason.
- 10.3 All Benefits payable under the Involuntary Loss of Employment Coverage shall only be set-off against the Indebtedness of the Insured to FH.
- 10.4 No Benefit under the Involuntary Loss of Employment Coverage shall be provided unless the insurance payment(s) due and payable have been paid in full by the Insured.
- 10.5 The Insured shall provide FH and/or Insurance Provider with any information that FH and/or Insurance Provider may require in respect of the Insured.

- 10.6 All monetary amounts specified in this ILOEC are expressed in the Dirham (“**AED**”), the official currency of the UAE, referred to herein as “UAE Dirham”.
- 10.7 No Benefit under this ILOEC shall be provided unless the monthly insurance premium amount(s) due and payable have been paid in full by the Cardholder to FH.
- 10.8 Supplement (2), together with any other supplements to the Credit Shield Policy, shall form an integral part of the Credit Shield Policy and the Terms & Conditions, and shall be read and construed together as one document and shall be complementary to one another. In case of any discrepancies between this Supplement (2), and the Credit Shield Policy and the Terms & Conditions regarding the ILOEC, this Supplement (2) shall supersede both the Credit Shield Policy and the Terms & Conditions.

12. **NO LIABILITY OF FH**

The Cardholder shall defend, indemnify and hold FH, its officers, employees and agents harmless from and against any and all losses, liabilities, damages, costs and expenses (including but not limited to, and without limitation, court costs and attorneys' fees) that may arise as a result of any disputes between the Cardholder and the Insurance Provider or which the Cardholder may incur as a result of, or with respect to the Involuntary Loss of Employment Coverage. The Cardholder further undertakes not to bring any claim, action, proceeding or demand against FH, its officers, employees or agents related (whether directly or indirectly) to the ILOEC in any manner whatsoever.