

## PART 1. TERMS & CONDITIONS GOVERNING CREDIT CARD “CREDIT CARD TERMS & CONDITIONS”

These Terms and Conditions shall govern the relationship between Finance House and any customer/client who applies for a Credit Card. A customer applying for a Finance House Credit Card should carefully read the Terms and Conditions set out below. The customer's signature on the Finance House Credit Card application form and/or receipt of the Card and/or signature on the Card and/or the customer's use of the Card shall be considered conclusive evidence of the customer having read and approved these Terms and Conditions.

### I. DEFINITIONS

In these Terms and Conditions, unless the context otherwise expressly stipulates, the following expressions shall have the meanings assigned to them hereunder:

**“Finance House”**: means Finance House LLC, a limited liability company duly incorporated and registered in the United Arab Emirates and “Finance House” shall include Finance House LLC, and/or any of its subsidiaries or affiliates, its successors and assigns and/or any other person to which the rights and/or obligations of Finance House may be legally or contractually assigned or transferred.

**“Country”**: shall mean the United Arab Emirates.

**“ATM”**; means any automated teller machine (whether or not belonging to Finance House) which accepts credit cards issued by banks and financial institutions and whether the ATM was in or out of the Country.

**“Terms and Conditions”**: or “Agreement”: means the Terms and Conditions set out hereunder which shall govern the contractual relationship between Finance House and the Cardholder and define the rights and obligations of each party hereto, and shall include any variations, amendments, changes or replacements thereto, which Finance House may issue from time to time.

**“Card”**: or **“Credit Card”**: means the Credit Card(s) (Visa, Master- Card or otherwise) embedded with a computer chip to enhance security which Finance House elects to issue to the Cardholder at the request of the Cardholder and pursuant to the Terms and Conditions. The term “Card” shall include, unless the context otherwise expressly stipulates, the “Principal Card” and the “Supplementary Card”. The term “Card” shall also include any substitute, replacement or renewed Cards.

**“Principal Card”**: means the Card primarily issued to the customer who applied to Finance House and whose name the card was opened. And the term “Principal Cardholder” shall be construed accordingly.

**“Supplementary Card”**: means the additional Card issued at the request of the Principal Cardholder and the approval of Finance House for the person named by the Principal Cardholder. And the term “Supplementary Cardholder” shall be construed accordingly

**“Cardholder”**: means the holder of the Principal Card and/or the Supplementary Card, unless the context expressly and specifically addresses one of them

**“Card Account”**: means the account opened by Finance House in the Country's currency in the name of the Principal Cardholder for the Purposes of debiting any Card Transactions (along with the applicable Fees Commissions, Interest, Expenses and all other obligations which may become payable by the Cardholder, any damages or losses sustained by Finance House and any other due amounts on the Card) and recording the amounts credited into the Card Account, and which shall be considered the final reference for determining the amounts payable by the Cardholder. The Card Account shall include any substitute account for the Card Account, which Finance House may elect to open to the Principal Cardholder for any reason whatsoever.

**“Card Transaction(s)”**: includes all transactions that can be made through or by means of the Card including the payment for goods, services and subscriptions, Cash Advances and/or Cash out and otherwise, whether such transactions have been made by the physical use of the Card itself, or through the use of the Card

number or Personal Identification Number (PIN) only and whether made through telephone, emails or Internet connection systems or through the mail or in any other possible manner, and whether or not the Cardholder signs or receives any receipts, sales slips, vouchers, or any other document for this purpose and whether or not his signature thereon was identical or similar to his signature on the Card.

**“Cash Advance(s)”**: means any advance in the form of cash withdrawal transaction being made using the Card, the Card number and/or the PIN or, otherwise, in any possible manner, whether made through ATMs or otherwise as permitted by Finance House, against certain fees and commissions imposed by Finance House for each Cash Advance (“Cash Advance Fees”) together with applicable interest and Finance Charges.

**“Cash out”**: means any advance in the form of funds being made available by Finance House and transferred to the Customer’s FH Vault Card at the request of the Customer through Finance House mobile applications or any other mean channel permitted by Finance House, against applicable interest and Finance Charges.

**“FH Vault Card”**: means the prepaid card issued by Finance House to the Customer, whether it is a physical Card or a virtual Card.

**“Fees and/or Charges”**; includes all fees, commissions, interest, costs, legal fees, expenses (including but not limited to mail, fax, telephone, travel, foreign exchange expenses), compensation, damages and/or all other amounts emanating or resulting directly or indirectly from the issuance of the Card and/or the Card Transactions and/or in accordance with the Terms and Conditions and/or pursuant to applicable laws and banking practices. All Fees and/or Charges imposed by Finance House on the Card, whether or not mentioned in the Terms and Conditions, shall be subject to change from time to time at Finance House’s sole discretion without the need to explain the reasons and without any prior notice to the Cardholder who can always contact Finance House to inquire about the then applicable Fees and/or Charges. The Fees and/or Charges may include, without limitation, issuance Fees, finance charges, late payment fees, Cash Advances/ Cash out fees and commissions (as applicable), over-limit fees, dispute fees, annual subscription fees, returned cheques fees.

**“Credit Limit”**: means the maximum debit balance available in the Card Account which Finance House, at its own discretion, may allow the Cardholder to utilise for various Card Transactions, provided always that the total balance resulting from those Card Transactions together with the applicable Fees and/or Charges thereon shall not exceed the said Limit.

Finance House may from time to time, at its sole discretion, change the assigned Credit Limit without prior notice to the Cardholder.

**“Current Balance”**: means the total balance due for payment by the Cardholder to Finance House on the Payment Due Date shown on the last Statement of Account issued by Finance House, but without prejudice to any new obligations which may become due on the Cardholder after the Statement of Account date or such obligations which may have become due before that date but have not been included in the last Statement of Account for any reason whatsoever.

**“Finance Charges”**: means the fees and interest charged by Finance House on remaining unpaid balance of the Current Balance when the latter is not settled in full on or before the Payment Due Date: shown on the last Statement of Account, and shall also include the interest charged on Cash Advances and Cash out transactions to be calculated from the date the cash was withdrawn until the Cash Advance or Cash out is fully paid to Finance House.

**“Late Payment Fees”**: means the fees charged by Finance House when (i) a payment made to the Card Account is less than the Minimum Payment Due; (ii) a payment is recorded and posted to the Card Account after the Payment Due Date; or (iii) when no payment at all is received by Finance House on or before the Payment Due Date.

**“Merchant”**: means any person or entity that undertakes commercial activities and accepts payments by

Credit Cards in commercial dealings.

**“Minimum Payment Due”:** means the minimum payment amount of the Current Balance (shown on the Statement of Account) which the Cardholder is obliged to pay on or before the Payment Due Date.

**“Payment Due Date”:** means the date specified in the Statement of Account at or before which the full Current Balance, or any part thereof (but no less than the Minimum Payment Due), shall be settled. If the Payment Due Date falls on a public holiday, then the last business day proceeding that public holiday shall be considered the Payment Due Date

**“PIN”:** means the Personal Identification Number for use with the Card where and when required, which enhances Cardholder security and is obtained by the Cardholder through Finance House’s telephonic Interactive Voice Response System (“IVRS”)

**“Posting Date”:** means the date at which Finance House records and posts each of the Card Transactions into the Card Account as specified in the Statement of Account.

**“Transaction Date”:** means the date at which a Card Transaction has taken place, specified in The Statement of Account.

**“Statement of Account”:** means the monthly statement sent by Finance House to the Principal Cardholder showing, among other things, any Card Transactions debited to the Card Account during the last Billing Cycle and all Fees and/or Charges due on the Card.

**“Billing Cycle”:** means the time period between the dates of issuance of two consecutive Statements of Account.

**“Grace Period”:** means the time period between the date of the last Statement of Account and the Payment Due Date during which no Finance Charges shall be levied on Card Transactions debited to the Card Account during the last Billing Cycle (save in relation to Cash Advances and Cash out fees (as applicable) and interest which will accrue and be payable by the Cardholder commencing from the date of the relevant Cash Advance and/or Cash out transaction) provided that the Current Balance has been settled in full on or before the Payment Due Date

**“Over-limit Fee”:** means the fees and interest charged by Finance House each time the Current Balance exceeds the Credit Limit during a Month.

**“Statement Of Account Date”:** means the date specified in the Statement of Account on which the statement is generated and printed by the end of each Billing Cycle.

**“Month”:** means the Gregorian calendar month.

Words used in the Terms and Conditions importing the singular include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

The word **“person”** wherever mentioned in the Terms and Conditions shall include any natural or legal person, as the case may be.

The headings to the clauses herein are for ease of reference only and shall not be taken into consideration for the interpretation of the Terms and Conditions.

## 2. ISSUANCE OF THE CARD

2.1 Issuance of the Card is subject to Finance House’s approval (to be granted at Finance House’s sole discretion) and against such security as Finance House may in its absolute discretion determine. Finance House shall have the right, after the issuance of the Card to continue examining and reviewing the credit standing of the Cardholder and shall at any time have the right to suspend and/ or cancel the Card without the need to explain the reasons for such action(s). For this purpose, the Cardholder hereby irrevocably

and unconditionally authorises Finance House to disclose all his private information to any third party at Finance House's sole discretion.

2.2 Finance House may at any time and from time to time, in its sole discretion and determination, require the Cardholder to provide to Finance House any security which Finance House deem appropriate for the purposes of guaranteeing the due and punctual payment and performance by the Cardholder of all his obligations under the Terms and Conditions. Any security taken by Finance House shall be a continuing security and Finance House shall be entitled to use such security and/or dispose of it in any way it deems appropriate at any time while the Cardholder maintains a Card Account with Finance House. In the event the Cardholder decides to terminate the arrangement with Finance House and close the Card Account, Finance House shall be entitled to maintain such security for period of not less than 45 days after the effective termination date and return of all Cards issued to the Cardholder to Finance House or until any and all outstanding balances owed by the Cardholder to Finance House (irrespective of their sources) have been fully and finally discharged, whichever occurs later.

2.3 In the event the Cardholder issues cheques to Finance House in relation to amounts that become outstanding under the Card Account from time to time, the Cardholder hereby authorises Finance House to present such cheque(s) for collection at any time against any outstanding amount owed to Finance House. The Cardholder shall be entirely responsible to maintain enough funds in his account(s) at all times to enable the said cheque(s) to be collected.

2.4 The Card shall be valid for the period specified on the Card itself.

2.5 Finance House shall be entitled to charge the Card Account for such fees, in the amounts and at the rates prevailing from time to time, relating to the issuance renewal, replacement and/or the annual maintenance of the Card. If the Card is terminated, cancelled or suspended for any reason, Finance House shall not be obliged to refund any of such fees or any other fees previously paid or debited to the Card Account

2.6 The Cardholder acknowledges and accepts that the Card shall at all times remain the property of Finance House, that his possession of the Card is in a fiduciary capacity and that the Card shall be returned to Finance House when Finance House so requests.

2.7 The Cardholder understands that the issuance of the Card constitutes borrowing relationship with Finance House and acknowledges that he has the ability to repay on the due dates or upon demand all amounts, which may become due on the Card pursuant to the Terms and Conditions.

2.8 Finance House reserves the right to change the design of the Card at any time without prior notice to the Cardholder

### 3. RECEIPT OF THE CARD

3.1 The Principal Cardholder may either collect the Card in person from Finance House (whether upon issuance, renewal or replacement) or, at the Cardholder's entire responsibility, risk and cost, by courier to the address shown on the Card Application Form or at any other address, which the Principal Cardholder may from time to time provide to Finance House.

Unless the Principal Cardholder expresses in writing his intention to receive the Card in person, Finance House shall be automatically authorised to send the Card to the Principal Cardholder in the manner Finance House deems appropriate, and always at the Cardholder's entire responsibility, including sending the Card by courier to the Principal Cardholder's address as stated in the books and registers of Finance House.

3.2 Upon receipt of the Card, the Cardholder, whose name appears on the Card, shall immediately sign the Card and the attached acknowledgement receipt and return such signed receipt to Finance House. While the signature on the Card is required for the Cardholder's own interest and security, it is hereby agreed that the Cardholder shall not be absolved of any of his obligations hereunder if he does not sign the Card or if his signature thereon was different from that on any slips or receipts required for any Card

Transaction.

3.3 Upon receipt of the Card, the Principal Cardholder shall obtain the PIN(s) to be used with the Card(s) whenever required by utilizing Finance House's telephonic IVRS. Unless the Principal Cardholder expresses in writing his intention to receive the PIN in Person from Finance House, Finance House shall be automatically authorised to provide the PIN to the Principal Cardholder in the manner Finance House deems appropriate, and always at the Cardholder entire responsibility, including providing it by the telephonic IVRS. The Cardholder may need to provide account information, and any other information necessary to obtain, change, and/or reset the PIN. The Principal Cardholder shall be fully responsible to exercise all due diligence and care to prevent any disclosure of the PIN to any person and shall properly change and/or reset the PIN immediately using the telephonic IVRS if any such disclosure occurs. The obligations contained herein shall similarly apply to the PIN for any replacement or renewal of the Card. Under all circumstances, the Card holder shall be fully responsible for all Card Transactions debited to the Card Account whether made by or with the Cardholder's knowledge and approval or not.

3.4 Upon receipt of the Card, the Principal Cardholder (or the Supplementary Cardholder in as far as his Supplementary Card is concerned) shall call Finance House at the specified telephone numbers so as to activate the Card. The Cardholder shall identify himself and provide his account number, Card number and any other information, which Finance House may require for the purposes of identifying the relevant Cardholder. The Cardholder hereby agrees that Finance House may record any calls taking place between him and any representative of Finance House and Finance House shall be entitled to rely on such call recordings as conclusive evidence as to the matters discussed in such calls. This shall similarly apply to any other calls, which the Cardholder may make with Finance House for any reason whatsoever

#### 4. USAGE OF THE CARD

4.1 The Cardholder may use the full Credit Limit of the Card as has been made available by Finance House. Finance House may from time to time allocate a certain limit from the Credit Limit to be utilised for the Cash Advances and Cashout , and which the Cardholder may not exceed.

Finance House may change this sub-limit from time to time at its sole discretion without prior notice to the Cardholder, who may always contact Finance House to inquire about the then applicable sub-limit. In addition, the Cash Advance and Cash out transactions shall also be subject to a daily cap for withdrawals (as may be determined by Finance House from time to time) which the Cardholder may not exceed whether or not the Cash Advance and/or Cash out sub-limit has been exhausted.

4.2 The Cardholder may obtain Cash Advances by submitting the Card (together with acceptable identification) to Finance House for Cash Advances purposes, by using the Card at an ATM or, otherwise, by any legally permissible means.

4.3 If Finance House allows the Cardholder, at the Finance House's sole discretion and on a case by case basis, to deposit any additional amounts in the Card Account so as to enable the Cardholder to use the Card in Card Transactions that may exceed the Credit Limit then it is hereby agreed that these amounts shall be considered an additional limit to the Credit Limit until they have been consumed in full (at which time the Credit Limit shall be restored to its earlier position) and shall be subject to all Terms and Conditions applicable to the Credit Limit including the various fees, interests and commissions. It is further agreed that Finance House shall have the right to debit the Card Transactions charged to the Card Account from those amounts or from the Credit Limit asper the arrangement it deems appropriate and that the Cardholder shall not have the right to withdraw these amounts after they have been credited to the Card Account for any reason whatsoever, even if he, is no longer desirous of using the Card in excess of the Credit Limit.

4.4 In addition to the Cash Advance Fees, Finance Charges shall be imposed on each Cash Advance from the date the advance was withdrawn until it is fully settled. If the Cash Advance has been obtained out of the Country, foreign exchange commission shall be levied, and the Cash Advance shall be charged to the Card Account in the local currency as converted from the foreign currency at the conversion rates prevailing at Finance House and at the date Finance House determines.

4.5 Finance House may, at its sole discretion, offer the Cardholder certain services to be utilised in connection with the Card through Finance House. When such services are made available, Finance House shall always have the absolute right to suspend temporarily or permanently, cancel or limit these services without prior notice or the need to explain any reason. For instance, Finance House may offer utility payments service (such as water, electricity, and telecommunication bill payments) which may be made by telephone, email and standing instructions or in any other possible manner subject to those conditions and limitations which Finance House may determine from time to time, and on case-by-case basis. Under all circumstances, Finance House shall not be responsible for any delay, error or negligence in giving effect to the Cardholder's instructions or for any damage that may occur to the Cardholder should the payment not reach its intended destination on time or should these services discontinue, or for any other damages and losses financial or otherwise. The Cardholder hereby acknowledges that any payment instructions received by Finance House will require no less than three business days to reach their final destination. The Cardholder shall be entirely responsible to ensure that the Credit Limit of the Card will allow Finance House to effect the payment as requested. All payments made by Finance House on behalf of the Cardholder shall be charged to the Card Account and shall be subject to all Fees and Charges applicable to Card Transactions and otherwise be subject to the Terms and Conditions.

4.6 Finance House may from time to time make available to the Cardholder, in co-ordination with third parties, certain discounts or benefits or otherwise) which the Cardholder may benefit from within the conditions and limitations imposed by Finance House and/or such third parties. It is hereby agreed that these benefits shall be granted to the Cardholder: as long as, his Card is valid and as long as he continues to pay and otherwise perform his obligations under the Terms and Conditions as and when such obligations become due. Notwithstanding anything to the contrary, Finance House shall always have the right to suspend, cancel or amend any and all of such benefits without assigning reasons (even where the Cardholder is not in default hereof) and without prior notice to the Cardholder. Under all circumstances, Finance House shall not be responsible in any manner for the quality of goods and/or services and/or the suitability of the prices (or otherwise) offered by the third parties. Any dealing between the Cardholder and any third party (including Merchants) shall be entirely at the Cardholder's responsibility and risk and Finance House shall not bear any responsibility for any direct, indirect, material, financial or moral damages (or otherwise) which the Cardholder may incur as a result of this dealing.

4.7 The Cardholder may be entitled to benefit from some of the services offered by Finance House from time to time through call centres (by direct calls and communication with such centre's agents) and/or through interactive or automated voice response systems (by pressing the telephone buttons and following voice instructions) or otherwise. These services may include, but are not limited to, balance and Card Transactions inquiries, utility payment transactions, reporting of disputed transactions, suspension of the Card, inquiring about the applicable Fees and Charges, always in accordance with the Terms and Conditions of this Agreement, wherever mentioned. In this regard, Finance House reserves the right to do the following without prior notice to the Cardholder:

- (a) to change the service or services offered through these facilities from time to time at its discretion.
- (b) to suspend these facilities temporarily or permanently at any time;
- (c) to take the necessary precautions Finance House deems appropriate to check the identity of the caller; to refrain from acting upon any instructions;
- (d) received through these facilities even if the identity of the caller has been checked) until written confirmation thereof has been received by Finance House;
- (e) to record the telephone calls, whenever Finance House deems fit but without any obligation, and submit the records as conclusive evidence against the Cardholder; and/or limit
- (f) some or all of Finance House services offered through these facilities to the exclusive use of the Principal, rather than the Supplementary Cardholder. The Cardholder shall be entirely responsible for all transactions and obligations charged to the Card as a result of Finance House acting upon the instructions received through these facilities, whether or not the transaction has been authorised by

the Cardholder or made with his knowledge or consent, as long as the Cardholder has not requested Finance House to suspend the Card in the manner set out in these Terms and Conditions should he suspect any possible unauthorised use of the Card. Under all circumstances, Finance House shall only be required to check the identity of the caller through the regular security questions and precautions addressed to the caller, regardless of whether or not the caller's voice or gender clearly indicated that the caller could not be the Cardholder, especially that the Cardholder, as long as he does not require the suspension of the Card in the manner set out in these Terms and Conditions, may have himself authorised the caller to call Finance House.

4.8 Finance House shall not be responsible for any damages or losses (whether direct, indirect, material or moral damages or losses) incurred by the Cardholder or by third parties as a result of any suspension of or default in any ATM, electronic devices, points of sales, telecommunication systems and related devices, data systems or data networks (even where the suspension or default was caused by Finance House upon maintenance, updating or replacements).

4.9 Finance House shall not be responsible for the nonacceptance of the Card or the rejection of any Card Transaction by any Merchant, ATM, any bank or financial institution or for any default on the part of those or any of them or for any additional fees imposed by them with or without the Cardholder's knowledge. In addition, Finance House shall not be responsible for the services and/or goods provided by any Merchant, nor for their quality, suitability, and merchantability, in general, for any consequences arising from the relationship between the Cardholders and the Merchants.

4.10 To the extent applicable, the Cardholder shall sign all sales and Cash Advances and Cash out slips or mail orders vouchers (or otherwise any other document required to complete the Card Transaction) and retain a copy thereof. Nonetheless, if the Cardholder has not signed the required document as mentioned herein for any reason whatsoever, the Cardholder shall not be discharged from his full liability for all obligations arising from the Card Transaction in respect of which he has not signed the required document.

## 5. PAYMENT

5.1 Finance House shall charge to the Card Account all Card Transactions, together with any Fees and/or Charges due thereon or any other obligation arising therefrom, along with the amounts paid into the Card Account, and, in general, any other amount which may be charged to the Card Account in accordance with these Terms and Conditions or the applicable laws or banking practices. The Cardholder shall be liable to settle the Current Balance in full (or otherwise any other amount but no less than the Minimum Payment Due) on or before the Payment Due Date, if the Cardholder wishes to avoid the Finance Charges and/ or Late Payment Fees or other applicable Fees.

5.2 Finance House shall send the Statement of Account to the Principal Cardholder on a monthly basis by ordinary mail to the Principal Cardholder's address maintained with Finance House. The Statement of Account shall include all the necessary information for the Cardholder including the Credit Limit, Payment Due Date, Minimum Payment Due, Card Transactions, Fees and/or Charges, the Current Balance, Transactions and Posting Dates and such other information as Finance House may deem necessary. Finance House shall not be responsible in any manner whatsoever for any delay caused by the mail or for the non-receipt by the Principal Cardholder of the Statement of Account for any reason, and the responsibility shall always be on the Cardholder to check with Finance House at the appropriate times to receive a copy of the Statement of Account.

5.3 Should the Principal Cardholder, and/ or the Supplementary Cardholder in as far as his Supplementary Card is concerned, elect to dispute any item shown on the Statement of Account, the Cardholder must so inform Finance House in writing within 14 days from the date the relevant Statement of Account was issued and the Principal Cardholder is hereby urged to check with Finance House in person to receive a copy of the Statement of Account and lodge the dispute within 14 days from the date the relevant Statement was issued in case the Statement is not received by mail for any reason whatsoever, and so that the Cardholder would not lose his right of dispute. If the aforementioned period has elapsed without any dispute, this shall be deemed conclusive evidence that the Cardholder has undisputedly accepted all

items charged to the Card Account.

5.4 If the Principal Cardholder (and/or the Supplementary Cardholder in as far as his Supplementary Card is concerned) has lodged a dispute in respect of any item charged to the Card Account within the time frame set out in the previous clause, Finance House shall investigate the dispute and seek to clarify any ambiguity to the Cardholder and explain to him the reasons for charging the disputed item to the Card Account. Finance House may further, if deemed relevant, follow up the Cardholder's dispute with the concerned parties, locally and/or internationally, pursuant to the local and international practices applicable in these instances. Finance House shall, whenever possible and whenever it is undisputedly proved that the Cardholder's dispute was valid, remove any grounds for the dispute and correct the relevant disputed items. Finance House reserves the right to impose certain dispute fees each time the Cardholder lodges any dispute in the manner herein illustrated in order to ensure the seriousness of the dispute, and irrespective of whether or not the dispute turns out to be valid. Under all circumstances, if it is proven that the Cardholder's dispute is invalid, whether after conducting an internal investigation or after following up the dispute with the local and international concerned parties, the Cardholder shall remain liable for the disputed item and responsible to settle the same along with any other due amounts.

5.5 Finance House may, if it deems appropriate at its sole discretion and on a case-by-case basis, reverse any disputed Card Transaction charged to the Card Account immediately upon the Cardholder's dispute without the need to wait for the investigation outcome. If it later appears that the Cardholder's dispute was invalid for any reason whatsoever, Finance House shall have the right to charge back the disputed Card Transaction into the Card Account (together with any applicable Fees thereon) along with Finance Charges calculated retroactively from the date the Card Transaction was reversed, and the recharged amount shall constitute an integral part of the Current Balance of the Card Account.

5.6 Any refunded amount shall be credited to the Card Account only upon actual receipt by Finance House of that amount and at that exchange rate Finance House then determines. Finance House shall not be responsible for any losses arising from the fluctuations in the exchange rate of any foreign currencies irrespective of the time span between the disputed Card Transaction date and the date the refunded amount is actually received. Under all circumstances, Finance House shall not be responsible if any disputed amount is not refunded in a timely manner or is not refunded at all for any reason whatsoever and the Cardholder shall bear full responsibility to follow up with the Merchants (or any other concerned parties) and take any other necessary action or actions as the Cardholder may deem necessary to protect his interests.

5.7 All Card Transactions shall be charged to the Card Account in the Country's currency. As for Transactions made in a currency other than the Country's currency, the value of such transaction shall be charged to the Card Account after being converted into the Country's currency at the exchange rate prevailing at Finance House at the time the conversion takes place.

5.8 Save for the Cash Advances and Cash out transaction, the Cardholder shall be entitled to a Grace Period during which the Card Transactions shall not be subject to any Finance Charges.

5.9 Finance House shall impose Over-Limit Fees on the Card Account each time the Current Balance exceeds the Credit Limit.

5.10 If the Current Balance exceeded the Credit Limit, the Minimum Payment Due stated in the next Statement of Account will include the full sum by which the Credit Limit is exceeded. If the Current Balance continues to exceed the Credit Limit and the Cardholder fails to settle the Minimum Payment Due at least, Finance House shall have the right to cancel the Card immediately without prior notice and demand the Cardholder to settle all outstanding balances in the Card Account.

5.11 If the Cardholder fails to settle the Current Balance in full on or before the Payment Due Date, or if the Cardholder pays the same but the amount is not credited to the Card Account on or before the Payment Due Date for any reason whatsoever, Finance House shall impose Finance Charges on the unpaid balance of the Current Balance calculated from the date at which each Card Transaction made after the last Statement of Account date was charged into the Card Account until full settlement thereof. For this

purpose, the Cardholder shall be obliged to settle his dues reasonably earlier than the Payment Due Date to allow enough time for the amount paid to be credited into the Card Account on or before the Payment Due Date. In particular, if the payment was made by a cheque(s), the Cardholder shall be responsible to ensure that enough time is allowed to deposit and collect the cheque(s) prior to the Payment Due Date (especially where the cheque(s) is drawn on a foreign bank) given that no payment will be considered made until the cheque(s) has been cleared and credited to the Card Account. The Cardholder may always check with Finance House and inquire whether the amounts paid in cash have been credited, and any cheques have been cleared and credited, into the Card Account on or before the Payment Due Date and, accordingly, the Cardholder shall not be excused should he fail to check the status of his cheque(s) and payments before the Payment Due Date for any reason whatsoever regardless of whether the amounts or cheques have been received by Finance House prior to the Payment Due Date.

5.12 If the Cardholder fails to pay at least the Minimum Payment Due on or before the Payment Due Date, or if he pays the said amount but such amount is not credited into the Card Account on or before the Payment Due Date for any reason whatsoever, Finance House shall, in addition to the Finance Charges referred to above, impose a Late Payment Fees on the Card Account together with any other applicable fees as may be determined by Finance House from time to time. Finance House reserves the right to cancel the Card if the Minimum Payment Due is not paid and credited into the Card Account on or before the Payment Due Date.

5.13 All payments credited by Finance House into the Card Account may be applied in the following order of payment or such other order as Finance House may deem appropriate:

- (a) To settle all unpaid Finance Charges, Fees and/or Charges, interest, Cash Advances, Cash out and any other unpaid costs and expenses shown on any previous Statement of Account.
- (b) To settle all unpaid Finance Charges, Fees and/or Charges, interest, Cash Advances, Cash out and any other unpaid costs and expenses shown on the current Statement of Account.
- (c) To settle all unpaid Card Transactions shown on any previous Statement of Account.
- (d) To settle all unpaid Card Transactions shown on the current Statement of Account.
- (e) To settle all Card Transactions not yet shown on the current Statement of Account.

5.14 If the Principal Cardholder elects to settle the Current Balance in full or the Minimum Payment Due (or any other percentage which he may chose and Finance House approves) by auto debit from any of his accounts with Finance House in local currency, such debit shall be made on the Payment Due Date provided sufficient funds are available in the respective account to effect the Principal Cardholder' s instructions, or otherwise Finance House shall deduct the Minimum Payment Due, if available. In general, if there existed no sufficient funds in the respective account to affect the Principal Cardholder' s instruction, all interest, Fees and/ or Charges applicable in the event of non-payment of the full Current Balance and/or the Minimum Payment Due, as the case may be, shall be applied. The provisions of this clause shall equally apply in the events where the Supplementary Cardholder elects to auto debit his account with Finance House to settle the outstanding balances of the Card Account, but always subject to Finance House's approval.

5.15 Finance House shall have the right to impose certain fees against any cheque issued by the Cardholder that is returned unpaid for any reason whatsoever. The Cardholder shall always maintain sufficient funds in his account to honour all cheques issued by him or on his behalf. It is hereby agreed that any cheque deposited at Finance House or in any of Finance House's designated accounts will not be deemed to be a settlement of any outstanding obligations until that cheque has been cleared and the amount thereof has been credited to the Card Account. Any Cash deposits at Finance House or in any of Finance House's designated accounts shall be deemed to be received by Finance House only after they have been checked and credited to the Card Account. It is further agreed that cheques and cash amounts may be deposited at Finance House or in any of Finance House's designated accounts only and not in those of other banks. Under all circumstances, any slips issued by any bank shall only represent the information provided by the

Cardholder and shall not be binding upon Finance House in any manner.

### 6. SUPPLEMENTARY CARDS

6.1 The issuance of the Supplementary Card shall be subject to Finance House's approval (to be granted at Finance House's approval (to be granted at Finance House's own discretion) and is not an automatic or granted right to the Principal Cardholder. If the Principal Cardholder requests that issuance of a Supplementary Card and Finance House elects to issue a Supplementary Card for the person named by the Principal Cardholder, all Issuance Fees and Card Transactions made through this Card, together with all applicable Fees and/or Charges thereon shall be charged to the Card Account, and the Principal Cardholder shall be fully responsible thereof as if the obligations were incurred by himself under the Principal Card.

6.2 All obligations and liabilities imposed on the Principal Cardholder pursuant to the Terms and Conditions shall equally apply to the Supplementary Cardholder who, by signing the Terms and Conditions and/or receiving the Supplementary Card and/or using the Card, acknowledges and confirms his joint and several liability, together with the Principal Cardholder, to settle on demand any outstanding balances due on the Card. In addition, all rights conferred upon Finance House pursuant to the Terms and Conditions against the Principal Cardholder shall equally apply, whether concurrently or separately and without the need to follow any particular order, against the Supplementary Cardholder. All rights conferred upon the Principal Cardholder hereof shall be exclusively confined to the Principal Cardholder (unless otherwise expressly stipulated) and the Supplementary Cardholder therefore shall not be entitled to exercise or claim any of these rights for any reason whatsoever.

6.3 It is hereby agreed that the Credit limit assigned to the Card shall include both the Principal and Supplementary Cards and that the outstanding balance of both Cards may not exceed that limit at any particular time, in order to avoid the Over-Limit Fees and/or the cancellation of the Card if the outstanding balance continues to exceed the Credit limit. Without Prejudice to the foregoing, the Principal Cardholder is entitled to assign a certain limit from the Credit Limit for the use by the Supplementary Cardholder.

6.4 The existence or otherwise of the Supplementary Card shall be dependent on the Principal Card. Accordingly, if the Principal Card is terminated, suspended or limited (for instance) the Supplementary Card shall automatically be terminated, suspended or limited, as the case may be.

### 7. LOSS OF CARD OR DISCLOSURE OF PIN

7.1 If the Card is lost or stolen, or otherwise exposed in a manner that may result in an unauthorised use of the Card, the Principal Cardholder (and/or the Supplementary Cardholder in as far as his Supplementary Card is concerned) must, in the shortest possible time (but within the same day) even if after working hours, so notify Finance House by calling the Helpline/Customer Service number or any other telephone number shown on the Statement of Account and/or the Card. Finance House, however, hereby reserves the right not to act upon any telephone or email instructions (or otherwise), but without prejudice to the Cardholder's obligation to notify Finance House immediately and to the Cardholder's full responsibility should Finance House elect to suspend the Card upon the telephone or email instructions. The Cardholder must give Finance House all available information as to the circumstances surrounding the said loss, theft, misplacement, disclosure, or otherwise of the Card.

If the PIN is misplaced, lost or disclosed, the Cardholder must, in the shortest possible time (but within the same day) even if after working hours call the Helpline/Customer Service number of Finance House or any other telephone number shown on the Statement of Account and/or the Card and use Finance House's telephonic IVRS to change or reset the PIN for the Card and thereby avoid any unauthorised use of the Card.

Finance House shall not be liable in any manner whatsoever for any loss or damage (direct, indirect, material, financial, moral or otherwise) which may be incurred as a result of the loss/theft of the Card or its misuse and/or misplacement or disclosure of the PIN.

7.2 The Cardholder shall be responsible for all Card Transactions made through the Card and all outstanding balances in the Card Account (whether or not such Card Transactions were authorised by the Cardholder) until the Cardholder notifies Finance House in writing of any of the facts shown in the previous clause (7.1) above and Finance House is able to take the necessary actions to suspend, freeze or cancel the Card and inform the concerned local and international parties pursuant to the applicable local and international practices. The provisions of this clause shall apply regardless of whether or not Finance House has been notified of the said facts at an early stage by telephone (on the telephone numbers shown on the Statement of Account and/or the Card), the PIN was properly changed or reset by the IVRS and regardless of whether the failure to notify Finance House or change the PIN was due to reasons within or beyond Finance House's control.

7.3 Any replacement of the reported Card to the Cardholder shall be subject to Finance House's approval and to the Fees and/or Charges imposed by Finance House for this purpose. The Cardholder can change or reset the PIN through Finance House's telephonic IVRS.

7.4 If the lost, stolen or misplaced Card has been found, the Cardholder shall immediately destroy it and return it back to Finance House and refrain from using it in any manner whatsoever. In case the Cardholder uses the Card in violation of this clause, and without prejudice to any other obligation on the part of the Cardholder, the Cardholder shall bear all Fees and/or Charges resulting from such use, which shall all be charged to the Card Account.

## 8. TERMINATION/CONVERSION

8.1 The Cardholder may at any time notify Finance House in writing of his intention to convert his Finance House Credit card to a Gold or Platinum Finance House Credit Card. The request of the Cardholder shall be subject to approval by Finance House payment of the fees relating to the conversion and to such terms and conditions as Finance House may require.

8.2 If Finance House approved the request of the Cardholder to convert his Card, all Charges and other liabilities under the Card Account shall be transferred to the new Card Account. It is also understood that, if Finance House approved the conversion the benefits earned on the Card by virtue of cash back or any other customer loyalty or similar plan or benefit may not be necessarily converted.

8.3 The Principal Cardholder may at any time notify Finance House in writing of his intention to cancel the Card (the Principal and Supplementary Cards or the Supplementary Card alone) and close the Card Account. The same shall apply to the Supplementary Cardholder in as far as his Supplementary Card is concerned, except for the right to close the Card Account.

8.4 If the cancellation request was in respect of both the Principal and Supplementary Cards, Finance House shall cancel the Cards as requested by the Principal Cardholder only after Finance House receives all the Cards previously issued to the Cardholder cut into two pieces and after the Cardholder has settled outstanding balances regardless of their sources. If the cancellation request, however, was in respect of the Supplementary Card alone (whether upon the Principal and/ or Supplementary Cardholder's request) Finance House shall cancel the Supplementary Card as requested only after the Cardholder returns the said Card to Finance House cut into two pieces. The Supplementary Cardholder shall remain liable, severally and/or jointly with the Principal Cardholder, for all Card Transactions made through the Principal and Supplementary Cards and all outstanding balances in the Card Account until the date the Supplementary Card is cancelled and up to full settlement thereof regardless of whether or not Finance House may at a later stage elect to issue another Supplementary Card(s) to the Principal Cardholder. After cancellation, the Supplementary Cardholder, whose Card has been cancelled as aforementioned, shall not be responsible for any Card Transactions made through the Principal Card after the cancellation date and for obligations arising therefrom, nor for the obligations arising from any new Supplementary Cards which may have been issued after the cancellation date.

8.5 Finance House shall have the right at any time to request the Cardholder to return all or some of the Cards issued to him/her and/ or to suspend and cancel the Card and close the Card Account without the need to assign any reasons and without prior notice to the Cardholder. The Cardholder shall always

commit to return the Cards to Finance House on demand. When the Card is cancelled, whether upon the Principal Cardholder's or Finance House's request or for any other reason, all outstanding balances shall be immediately due and payable, together with all Fees and/ or Charges and interest accrued thereon, and the expenses and legal fees incurred by Finance House. A previously paid or charged Fees and/ or Charges may not be refunded or reversed and these Terms and Conditions shall remain in force until all outstanding balances have been settled. The Cardholder shall not attempt to use the Card in any manner after it has been cancelled, subject otherwise to the civil and criminal liability. The Cardholder shall continue to be responsible for any unauthorised use of the Card regardless of whether or not such use was made by him personally or by a third party, and shall be liable to settle all balances arising as a result of such use.

### 9. DISCLOSURE OF INFORMATION

The Cardholder hereby irrevocably authorises Finance House to disclose and reveal any information relating to him, the Card Transactions, and generally, any other information Finance House may have obtained of the Cardholder (whether from the Cardholder himself and/ or from Finance House's own resources) to any third parties which Finance House at its own discretion may deem appropriate including but not limited to, other banks, collection agencies, central bank, judicial and administrative bodies, credit agencies, and other branches, subsidiaries or affiliates of Finance House.

### 10. INDEMNITY

The Cardholder undertakes to indemnify Finance House and hold it harmless against any losses, damages, liabilities, costs, fees, legal fees and expenses (or any other amounts however named) which Finance House may incur by reason of its approval to issue the Card, and/ or the use of the Card, and/ or Finance House's enforcement or exercise of its rights hereunder and/ or, generally, by reason of the loss of the Card and/ or the PIN or any cause resulting from the execution of this Agreement and/ or the Cardholder's breach thereof. Finance House shall have the right to charge all such amounts to the Card Account, even where the Credit Limit shall be exceeded, and the Cardholder shall then be immediately responsible to settle all amounts so charged. Except for Finance House's wilful misconduct, Finance House shall not be liable to indemnify the Cardholder against any damages or losses (whether direct, indirect, material, moral or otherwise) which the Cardholder may sustain as a result of entering into this Agreement or any transaction arising under or in relation to this Agreement.

### 11. SET-OFF

In addition to the rights conferred upon Finance House by the applicable laws, the Cardholder hereby authorises Finance House and acknowledges in advance its unconditional and unfettered right to set off any credit balances that the Cardholder may maintain with Finance House in and towards the discharge of any outstanding balance in the Card Account, without prior notice to the Cardholder. The Cardholder further acknowledges that Finance House shall have a mortgage, lien and a preferential right over all of the Cardholder's accounts and shall have the right to consider any such accounts as constituting one unity or one account and combine or consolidate them and refrain from releasing any credit balances thereof to the Cardholder until all outstanding balances in the Card Account have been settled and/ or to deposit and hold such balances in a cash collateral account regardless of the types (including joint accounts) or currencies of these accounts or their locations (within the Country or abroad) and even if this shall require the transfer of those balances from one account to another, or from one currency to another at the prevailing exchange rate which Finance House shall then determine

### 12. GENERAL PROVISIONS

12.1 The Cardholder shall notify Finance House in writing as soon as any changes on his career, job, address (office and/ or residence) or mail address has taken place or if the Cardholder intended to leave the Country for more than 30 days. If the Cardholder's intention was to leave the Country for good, the Cardholder shall return the Card to Finance House and settle all outstanding balances thereof before he leaves so that Finance House may cancel the Card and close the Card Account.

12.2 All instructions or letters that the Cardholder may send Finance House by email shall be valid and

binding upon the Cardholder and Finance House shall be entitled, but not obligated, to act upon these instructions and letters and to use them (or copies thereof) as conclusive evidence of the Cardholder having issued such instructions or letters. Finance House shall at all times be entitled to request a written confirmation for all letters received by email and refrain from acting upon any instructions contained therein until the written confirmation has been received.

12.3 All correspondences which Finance House may send to either the Principal or the Supplementary Cardholder pursuant to the Terms and Conditions shall be deemed to have been sent to both of them and neither shall be excused in case one fails to know what has been sent to the other. Finance House shall send all correspondences and notifications to the Principal Cardholder by ordinary mail at his address kept with Finance House and at the Cardholder's entire responsibility. The Cardholder hereby forfeits any rights he may have to receive any notification through the Notary Public.

12.4 Finance House, and not the Cardholder, shall have the right, at its own discretion, to (i) assign or transfer this Agreement and its rights and interests thereunder or (ii) sell, wholly or partially, the due amounts and financial obligations owed by the Cardholder, to its successors and assigns or any other person (including any third party bank or financial institution) Finance House deems appropriate, without the need to obtain the Cardholder's prior consent and the Cardholder undertakes to execute, promptly at the request of Finance House, any document or instrument as may be necessary to effect such assignment or transfer. Finance House may disclose any information about the Cardholder to any party to whom Finance House is proposing to assign or transfer this Agreement and/or any of Finance House's rights or benefits arising under this Agreement.

12.5 The Cardholder undertakes to sign and/or submit any further documents as may be requested by Finance House, from time to time.

12.6 All Finance House's records, files, books and accounts shall be considered the final and exclusive means to evidence Card Transactions made through or by means of the Card and the outstanding balances owed by the Cardholder to Finance House, and the Cardholder hereby waives his rights to challenge these records, files, books and accounts or raise any objections thereto. Similarly, all records issued by other banks, financial institutions or ATMs shall be considered final and binding upon the Cardholder. The Cardholder hereby consents that Finance House may use all documents in its possession as legal and conclusive evidence against him including, but not limited to, the e-mail messages, photocopies and scanned copies (without the need to present the originals), cables, microfilms, microfiche and computer records and waives any rights he may have to raise any objection thereto.

12.7 No forbearance or delay by Finance House in exercising any right hereunder shall be deemed a waiver thereof nor shall it preclude Finance House from exercising such right at any later stage and for one time after another.

12.8 Finance House shall have the right to appoint a collection agent to collect all due amounts to Finance House from the Cardholder, pursuant to this Agreement. All expenses, fees, legal fees or any other amounts that may be incurred by Finance House for this purpose shall be charged to the Card Account and shall become an integral part of the outstanding balance thereof.

12.9 The Cardholder shall not use the Card in Transactions that may contradict with the laws of the Country or the public order thereof. Finance House reserves the right to take the necessary precautions to prevent such use automatically, if this is possible, without any prior notice to the Cardholder.

12.10 The Cardholder hereby irrevocably and irreversibly authorises Finance House to fill in any data or information which the Cardholder may not have filled himself whether it be in this Agreement or in any other document.

12.11 The Cardholder acknowledge that Finance House, from time to time, may conduct promotional campaigns, raffles, or similar initiatives in connection with the Card(s). By accepting and using the Card(s), the Cardholder consent to automatic enrolment and participation in any such eligible campaign or raffle that permits auto-enrolment. Such enrolment and participation will be governed by the specific eligibility

criteria and Finance House's applicable terms and conditions for each such campaign or raffle (as may be updated or amended by Finance House from time to time) which can be viewed at [www.financehouse.ae](http://www.financehouse.ae) or as otherwise stipulated in the relevant campaign or raffle promotional materials. By the Cardholder's enrolment and participation, he/she understands and agree that, if any prize under a Raffle Program, his name (and, where applicable, other relevant details) may be published on Finance House's website, Finance House Apps, official social media platforms, and any other media outlets as determined by Finance House, for promotional and announcement purposes. If the Cardholder do not wish to participate in any of these campaigns, raffles, or initiatives (including auto-enrolment), he/she may opt out at any time by sending an email to [contactcenter@fh.ae](mailto:contactcenter@fh.ae) or following any other opt-out instructions provided in the specific campaign rules or terms and conditions.

12.12 Finance House shall from time to time have the right to amend or cancel the Terms and Conditions and impose any other terms and conditions in replacement thereof, wholly or partially, without the need to assign any reason and without prior notice to the Cardholder. Finance House shall also have the right to amend or cancel or replace the applicable Fees, Charges and/ or interest rates and/ or impose new Fees, Charges and/ or interest.

Any changes or amendments made by Finance House shall become enforceable immediately or at the date which Finance House may then determine.

The Cardholder shall be deemed to have fully and unreservedly accepted all changes or amendments upon the first use of the Card after the said changes or amendments have come into effect. If the changes or amendments made by Finance House were not acceptable to the Cardholder in any manner, the Principal Cardholder may apply to Finance House to cancel his Card and close the Card Account (this also applies to the Supplementary Cardholder in as far as his Supplementary Card is concerned but without the right to close the Card Account), return the Card to Finance House cut into two pieces and fully settle any outstanding balance shown in the Card Account in accordance with clause 8.3 and 8.4.

12.13 This Agreement shall be subject to the laws of the Country and the Country's courts shall have jurisdiction to hear any dispute arising therefrom. Nothing in this Agreement, however, shall preclude Finance House from initiating legal proceedings against the Cardholder before any court of the Finance House's choice whether in the same Emirate in which this Agreement has been executed or the Cardholder resides or in any other Emirate and/ or outside the Country (whether lawsuits have been brought concurrently or successively or otherwise) as Finance House may deem appropriate. For this purpose, the Cardholder hereby waives in advance any right he may have to challenge the territorial jurisdiction of any court of Finance House's choice, whether within or outside the Country. The provisions stipulated in this clause shall be considered a prior contractual agreement on the validity of the jurisdiction of all courts chosen by Finance House and a prior consent as to the applicability of those laws which Finance House may, outside the Country, elect that any dispute be governed by, even where the said laws turn to be different from those of the Country.

12.14 Finance House shall have the right, but not the obligation, to enter into insurance arrangements with an insurance company, at the cost of the Cardholder, to cover any perils it deems appropriate in order to secure that any outstanding balances hereunder shall be duly repaid (these arrangements may include, but not be limited to, the Cardholder's life insurance, total/part disablement whether temporary or permanent or involuntary loss of employment) and according to suitable terms and conditions which Finance House may agree upon with the insurance company. In this respect, the Cardholder hereby consents to advance to any of the said insurance arrangements which Finance House may wish to enter into, irrespective of the peril(s) insured against and for one time after another and undertakes to sign any document and do all necessary acts to enable Finance House to complete such arrangements and benefit from the insurance cover in the best possible way. The Cardholder hereby acknowledges that no right or claim exists to him on any such insurance (whether vis-a-vis Finance House or the insurance company) and that Finance House shall be solely entitled to benefit from same, and use the proceeds thereof in the manner it deems appropriate including the use of same to settle any outstanding balance in the Card Account and any other amounts owed by the Cardholder to Finance House. It is hereby agreed that any insurance that Finance House may arrange for, shall be considered as an additional security to this Agreement and shall not, therefore, absolve the Cardholder from any of its obligations hereunder. For

the purposes of this clause, the Cardholder hereby authorises any physician, clinic, insurance company or other entity, institution or person having any medical records or knowledge of the Cardholder or of his health, to give the insurance company and/ or Finance House all required information, and further authorises Finance House and/or the insurance company to inquire about all information related to his health and medical history.

12.15 Finance House, and not the Cardholder, shall have the right to assign or transfer its rights under this Agreement or sell, wholly or partially, the due amounts and financial obligations owed by the Cardholder, to any other person Finance House deems appropriate, without the need to obtain the Cardholder's prior consent and the Cardholder undertakes to execute, promptly at the request of Finance House, any document or instrument as may be necessary to effect such assignment.

12.16 The Cardholder hereby unconditionally undertakes to immediately inform Finance House of its intention to submit or upon submitting a request to the applicable UAE court to benefit from the Federal Law No. (19) of 2019 on Insolvency and its amendments ("**Insolvency Law**") failing which the Cardholder understands and unconditionally agrees that Finance House shall not be bound by any obligation that may result from the settlement plan of the Cardholder's financial obligations and that the Lender's debts shall be considered as preferential debts and shall have priority in collection regardless of the financial position of the Cardholder and the procedures that the Cardholder has undertaken. The Cardholder understands and unconditionally agrees that any out-standing amounts owned to Finance House shall become fully due on the date on which Finance House is notified that the proceedings for settling the Cardholder's financial obligations under the provisions of the Insolvency Law have commenced. The Cardholder further unconditionally agrees and confirms that any security cheques issued in favor of Finance House are not subject to any of the provisions of the Insolvency Law (in particular Article 67) and that any other form of security granted in favor of Finance House are final and may not be replaced by the courts and are not subject to Article (14) of the Insolvency Law unless Finance House deems otherwise.

## PART 2: SPECIAL BENEFITS

### A. Terms and Conditions

The terms and conditions of this Part II titled “Special Benefits” shall be without prejudice to the general terms and conditions contained in Part I hereof titled “Credit Card Terms and Conditions” governing the issuance and use of credit cards by Finance House, which shall also apply to each of the special benefits covered in this Part II.

These Special Benefits shall apply to the extent made available by Finance House and as applicable to the specific type of Credit Card issued to the Cardholder.

Capitalised terms used herein and not defined shall have the same meanings as given to them in Part I hereof titled “Credit Card Terms and Conditions”.

#### 1. Credit Card Instalment Payment Plan (“IP Plan”).

The IP Plan offers eligible Cardholders the opportunity to convert certain transactions or large purchases, Easy Cash or Balance Transfers into monthly instalment payments.

#### 1. DEFINITIONS

**“Enrolment Date”:** means the date on which Finance House approves the IP Plan application of a Principal Cardholder by a contact established through either Finance House call centres or Finance House telesales.

**“Qualifying Transaction(s)”:** means Easy Cash, Balance Transfers, and/or certain high value purchases or transactions, and any amount in cash within the minimum and the maximum amounts of the Principal Cardholder’s Credit Limit as set by Finance House.

**“Easy Cash”:** means the amount in cash or its equivalent offered by Finance House from the Credit Limit to be repaid by the Principal Cardholder in accordance with the terms of the IP Plan.

**“Balance Transfer”:** means the transfer to the Card of all or part of an outstanding balance due under a credit card, issued by UAE credit card provider other than Finance House, pursuant to the Balance Transfer Program.

**“Balance Transfer Program”:** means the offer extended by Finance House to eligible Principal Cardholders for transferring to their Cards of all or part of the outstanding balances due under credit card(s), issued by UAE credit card provider(s) other than Finance House, subject to the terms and conditions of “ Finance House Balance Transfer Program”

\*(Please see No (2) Balance Transfer Program”).

**“Transaction Date”:** means the specific date(s) determined by Finance House from time to time for the purpose of establishing the instalment periods for Qualifying Transactions under the IP Plan.

#### 2. ELIGIBILITY

2.1 The IP Plan is limited to existing and new Principal Cardholders as determined by Finance House from time to time and whose Credit Cards are not blocked, and are in good standing in the sole determination of Finance House.

2.2 Qualifying Transactions conducted by a Supplementary Cardholder are eligible for conversion into the IP Plan by the Principal Cardholder.

### 3. ENROLMENT & PARTICIPATION

3.1 Enrolment in the IP Plan is made by a qualifying Cardholder applying to participate through Finance House call centre or Finance House telesales after proper customer verification. Enrolment is subject to the approval of Finance House in its sole discretion.

3.2 A Principal Cardholder may not opt out of the IP Plan until all payments due under the IP Plan are paid in full. A Principal Cardholder may at any time pre-pay any outstanding instalment obligation (principal and accrued interest) subject to payment of a pre-payment fee.

3.3 Finance House may, at its absolute discretion, charge a processing fee, insurance fee or other fees on the IP Plan.

### 4. INSTALLMENT PAYMENT PLAN FEATURES

4.1 Qualifying Transactions shall be converted to instalment payments payable monthly by the Principal Cardholder on the applicable Transaction Date. The monthly instalment payment on Qualifying Transactions will be added to the Principal Cardholder's monthly Statement of Account.

4.2 The repayment period for instalments on Qualifying Transactions will vary between three and thirty-six (3-36 months).

4.3 The applicable interest rate of instalment payments on Qualifying Transactions shall be published on Finance House website ([www.FinanceHouse.ae](http://www.FinanceHouse.ae)) and the Key Fact Statement ("KFS"). The prevailing interest rate on instalment payments on Qualifying Transactions may be changed by Finance House from time to time in its sole discretion.

4.4 For Qualifying Transactions cheques or direct payments to the Principal Cardholder's account or to the vendor identified by the Principal Cardholder will be made by Finance House after approving the Qualifying Transaction.

### 5. GENERAL

5.1 If the Principal Cardholder fails to settle the Minimum Payment Due within sixty (60) days of the Payment Due Date or if the Principal Cardholder pays the same but the amount is not credited to the Card Account on or before the Payment Due Date for any reason whatsoever, Finance House shall impose the prevailing interest rate and applicable Fees and/or Charges on the unpaid balance of the Current Balance until full settlement thereof.

5.2 Fraud and/or abuse relative to participation in the IP Plan may result in acceleration of instalment IP Plan payments as well as termination and cancellation of the qualifying Credit Card.

5.3 Finance House reserves the right to accept or deny access of Principal Card-holders to the IP Plan, or to cancel, suspend, change or substitute the IP Plan or the terms and conditions of the IP Plan at any time, without giving any prior notice to the Principal Cardholder.

5.4 Finance House would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Principal Card-holder in respect to any matter in relation to the Principal Cardholder shall not be entitled to claim or allege any loss, damage, liability, expense, etc. attributable, directly or indirectly, to any such good faith action of Finance House and accordingly the Principal Cardholder shall indemnify and hold Finance House harmless in respect thereof.

5.5 Finance House will not be liable and the Principal Cardholder will hold Finance House harmless for any erroneous information provided by the Principal Cardholder related to any approved Qualifying Transaction (payee identification, account numbers, Easy Cash information, Balance Transfer information, etc.) or any delays by third parties related to Qualifying Transactions. Any third-party fees associated with any Qualifying Transaction will be the responsibility of the Principal Cardholder.

5.6 This IP Plan section does not in any way amend or override, Finance House “Terms & Conditions Governing Credit Cards” existing between Finance House and the Cardholder. Notwithstanding anything contained herein, in the event there is any contradiction between this section and Finance House “Terms and Conditions Governing Credit Cards”, the terms and conditions of this IP Plan section shall prevail.

## 2. Balance Transfer Program

### 1. DEFINITIONS

“Balance Transfer(s)” means the transfer to the Card of all or part of an outstanding balance due under a credit card, issued by UAE credit card provider other than Finance House, pursuant to the Balance Transfer Program.

“**Balance Transfer Amount**” means the Balance Transfer of the Total Transfer Amount.

“**Balance Transfer Program**” or “**BTP**” means the offer extended by Finance House to eligible Principal Cardholders for transferring to their Cards of all or part of the outstanding balances due under credit card(s), issued by UAE credit card provider(s) other than Finance House, subject to the terms of this section.

“**Balance Transfer Cheque(s)**” means the cheques delivered to other bank and/or financial institution on Principal Cardholder’s request in accordance with these Terms & Conditions.

“**Balance Transfer Request**” means the confirmed request of the Principal Cardholder to enrol in the Balance Transfer Program as illustrated under section (3) “Enrolment & Participation” hereunder.

“**FTS**” means the monies to be transferred in accordance with these Terms & Conditions through the UAE Funds Transfer System to the Principal Cardholder’s credit card(s) issued by UAE credit card provider (s) other than Finance House.

“**Total Transfer Amount**” means the total sum of the Balance Transfer Cheque(s) issued or FTS transferred by Finance House to settle all or part of the outstanding balance(s) of the Principal Cardholder under credit card(s) issued by other credit card provider(s).

### 2. ELIGIBILITY

The BTP is limited to existing and new Principal Cardholders as determined by Finance House from time to time.

### 3. ENROLMENT & PARTICIPATION

Enrolment in the BTP is made by a qualifying Principal Cardholder applying to participate through Finance House call center or Finance House telesales after proper customer verification. Once the Principal Cardholder confirms his request and acceptance to the Balance Transfer and to the Balance Transfer Amount, the Principal Cardholder shall be considered to have submitted to Finance House a Balance Transfer Request. The actual enrolment of the Principal Cardholder in the BTP will be subject to the further approval of Finance House in its sole discretion and Finance House reserves the right to decline any Balance Transfer Request.

### 4. MODUS OPERANDI

4.1 Balance Transfer Cheque(s) equivalent to the Total Transfer Amount will be delivered by Finance House to the other bank and/or financial institution based on the Principal Cardholder’s request.

4.2 The Total Transfer Amount shall not exceed the available Credit Limit in the Card Account. The available Credit Limit shall be reduced by the outstanding amount of the Total Transfer Amount (including all Fees and/or Charges) until such Total Transfer Amount (including Fees and/or Charges) is paid off in full.

4.3 Finance House shall be entitled to take any steps it deems necessary, in its sole discretion, to verify

the accuracy of the details given by the Principal Cardholder and any other information regarding the Principal Cardholder, including, without limitation, requesting the Principal Cardholder to provide credit card statements or other evidence of the balance(s) on credit card(s) issued by other credit card provider(s).

4.4 A non-refundable processing fee may be debited to the Principal Cardholder's Card Account per each Balance Transfer Cheque issued or per each FTS transferred.

4.5 Once Finance House approves a Balance Transfer Request, the Principal Cardholder may only cancel such Balance Transfer Request and hence opt-out of the Balance Transfer Program after notifying Finance House in writing by filing the appropriate Finance House form and prepaying the principal out-standing of the Total Transfer Amount and any other applicable Fees and/or Charges, including (i) interest accrued on the Principal Card-holder's Card if he/she has enrolled in the Finance House Credit Card Instalment Payment Plan and (ii) pre-payment fee(s).

### 5. NO LIABILITY OF FINANCE HOUSE

5.1 Finance House shall have no responsibility whatsoever for any delay, decline or failure by the Principal Cardholder's bank or financial institution to deposit/credit his/her credit card account(s) with the Total Transfer Amount. Any interest, fees, charges, expenses, penalties and/or fines which may be incurred by the Principal Cardholder on his credit card(s) with such other bank(s) or financial institution(s) as a result of depositing/crediting of the credit card account(s) with the Total Transfer Amount shall be borne solely by the Principal Cardholder. For that purpose, the Principal Cardholder shall indemnify, defend and hold Finance House harmless from and against any liabilities, losses, damages, costs, expenses, claims, demands, actions and/or proceedings which may be incurred or brought or awarded against Finance House and arising out of or in relation to such delay or failure.

5.2 It is the Principal Cardholder's responsibility to ensure that he/she provides correct and valid information to Finance House to ensure appropriate booking of the Balance Transfer Request and Finance House will not be liable for any erroneous or misleading information provided by the Principal Cardholder in relation to the BTP. For that purpose, the Principal Cardholder shall indemnify, defend and hold finance house harmless from and against any liabilities, losses, damages, costs, expenses, claims, demands, actions and/or proceedings which may be incurred or brought or awarded against Finance House and arising out of or in relation to such incorrect, invalid, erroneous or misleading information.

### 6. GENERAL

6.1 All Card Transactions other than Balance Transfers shall continue to be subject to Finance House prevailing interest rate and applicable Fees and/or Charges.

6.2 Finance House shall not be responsible for any fee or service charge which may be debited to the Principal Cardholder's other bank or financial institution credit card due to Finance House declining to accept the Balance Transfer Request or a delay in execution of the Balance Transfer Request.

6.3 The BTP section , does not in any way amend or over-ride, the Terms & Conditions existing between Finance House and the Cardholder. Where this BTP section is silent in any regard, the Terms & Conditions shall apply. Notwithstanding anything contained herein, in the event there is any contradiction between this section and the Terms & Conditions, the terms and conditions of this section shall prevail.

### 3. Credit Shield Policy

#### 1. DEFINITIONS

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 Finance House, 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/-.
- e) World Card: AED 200,000/-.

1.4. "**Cardholder**" means the holder of a valid Credit Card issued by Finance House. 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 Finance House, 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 Finance House to the Cardholder(s), Principal and/or Supplementary, pursuant to the Credit Card Terms and Conditions.

1.9. "**Credit Shield Policy**", "**Credit Shield**" or "**Policy**" means the Death and Disability insurance coverage provided by Finance House 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 Finance House to provide Credit Shield to Cardholders; the Insurance Provider may change periodically within the sole discretion of Finance House.

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

1.20. **“Policy”**, see Credit Shield Policy of the Insurance Provider.

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 Finance House and the Cardholder which defines the rights and obligations of each party thereto and includes any variations, amendments, changes or replacements thereto, which Finance House 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 Enrolment will occur automatically for all eligible Cardholders, those seeking to refuse coverage must elect to opt-out and so notify Finance House.

2.2 Eligible Cardholders may change their enrolment status at any time by notifying Finance House 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) Claimant must notify Finance House 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 Finance House and/or Insurance Provider.

b) The Claimant shall provide, at his/her own expense, all certificates, information and evidence required by Finance House 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 Finance House Call Centre on Tel: 600511114 & for Outside UAE :+971 2 6194 001 or through email customerservice@fh.ae.

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:

- 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:

4.4 Failure of Finance House to advance the premium in respect of the Card-

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), For Finance House Low Rate Platinum Credit Card, eligibility age is between 25 and 60 years. Coverage up to age 61 years or

4.8 Insured notifies Finance House 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 follow-

#### 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 there-from:

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

i) 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:
- 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.

5.4. Epidemic/Pandemic conditions (including Covid 19) is excluded, as per the below Epidemic/Pandemic Exclusion clause wordings.

### **Epidemic/Pandemic Exclusion**

This policy does not cover any Death and disability arising out of, resulting from caused or contributed to by any medical condition that is declared to be an outbreak or epidemic by the World Health Organization, or any Government or ruling body of a country that the outbreak or epidemic has occurred in.

## **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 Abu Dhabi International Arbitration Centre (arbitrateAD) 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 Finance House does not offer, advise on, or underwrite insurance. The Credit Shield Policy is underwritten and issued by the Insurance Provider (chosen by Finance House 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 Finance House 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 Finance House.

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

10.6 The Insured shall provide Finance House and/or Insurance Provider with any information that Finance House 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 un-founded, 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 Finance House.

10.10 This section Credit Shield Policy 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 section, including the terms of the Credit Shield Policy therein, and the Terms and Conditions Governing Credit Cards regarding the Policy, this section shall supersede the Terms and Conditions Governing Credit Cards.

### 11. NO LIABILITY OF FINANCE HOUSE

The Cardholder shall defend, indemnify and hold Finance House, 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 Finance House, its officers, employees or agents related (whether directly or indirectly) to the Policy.

## a) Critical Illness Coverage “CIC”

This section sets out the terms and conditions governing the Critical Illness Coverage provided under the Credit Shield Policy. The purpose of this coverage is to offer financial protection to the Cardholder in the event of diagnosis of a specified Critical Illness, as defined herein, during the Policy Period. Subject to the exclusions, limitations, and conditions set forth in this section.

## 1. DEFINITIONS AND INTERPRETATION

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

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

“Annex (1)” means the annexure to the Policy titled “Annex (1) Critical Illnesses Covered”.

“The Credit shield Policy” means the Terms & Conditions titled “Credit Shield Policy”

“Benefit(s)” means the coverage amount to which a participating Cardholder is entitled to have applied to their Indebtedness (as defined below) with Finance House, 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.

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 de-tailed 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 Finance House 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/-
World Card	AED 100,000/-

**Cardholder**” means the holder of a valid Principal Card issued by Finance House. 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 Finance House, 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 Finance House. 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 Finance House through a selected Insurance Provider.

**“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 Finance House 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 Finance House to provide Critical Illness Coverage to Cardholders, the Insurance Provider may change periodically within the sole discretion of Finance House.

**“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 section are for the purpose of convenience only and shall not be taken into account in the interpretation of or modify the terms of this section.

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. Enrolment will occur automatically for all eligible Cardholders; those seeking to refuse coverage must elect to opt-out and so notify Finance House.

2.2. Eligible Cardholders may change their enrolment status at any time by notifying Finance House 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 section 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 Finance House 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 Finance House 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 Finance House 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 Finance House Call Centre on Tel: 600511114 & for Outside UAE :+971 2 6194 001 or through email [customerservice@fh.ae](mailto:customerservice@fh.ae).

## 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 section thereto,
- c) Cancellation of the Credit Card for any reason:
- d) Transfer of the Cardholder's Indebtedness to another person;
- e) Failure of Finance House 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 Finance House in writing of the Cardholder's intent 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, Finance House 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 un-founded, 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.

5.4. Epidemic/Pandemic conditions (including Covid 19) is excluded, as per the below Epidemic/Pandemic Exclusion clause wordings.

#### Epidemic/Pandemic Exclusion

This policy does not cover any Death and disability arising out of, resulting from caused or contributed to by any medical condition that is declared to be an outbreak or epidemic by the World Health Organization, or any Government or ruling body of a country that the outbreak or epidemic has occurred in.

### 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 Abu Dhabi International Arbitration Centre (arbitrateAD) 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 Finance House does not offer, advise on, or underwrite insurance. The Critical Illness Coverage is underwritten and issued by the Insurance Provider (chosen by Finance House from time to time) who is licensed in the UAE and Finance House offers this Critical Illness Coverage to Cardholders in the capacity of a third-party service provider.

10.2 Finance House 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 if payable under the Critical Illness Coverage shall only be set-off against the Indebtedness of the Insured to Finance House.

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 Finance House and/or Insurance Provider with any information that Finance House 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 Finance House.

10.8 This section A, including Annex (1) hereto, together with section B 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 section, including Annex (1), and the Credit Shield Policy and the Terms & Conditions regarding the CIC, this section A shall supersede both the Credit Shield Policy and the Terms & Conditions.

### 11. NO LIABILITY OF FINANCE HOUSE

The Cardholder shall defend, indemnify and hold Finance House, 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 Finance House, its officers, employees or agents related (whether directly or indirectly) to the CIC in any manner whatsoever.

#### B. Involuntary Loss of Employment

This section outlines the terms and conditions applicable to the Involuntary Loss of Employment (ILOE) Coverage under the Credit Shield Policy subject to the terms, conditions, and exclusions contained herein.

#### 1. DEFINITIONS AND INTERPRETATION

1.1. Unless otherwise defined herein, capitalized words and expressions used within this section shall have the meanings assigned to them under the Credit Shield Policy (as defined below) or the Finance House Terms and Conditions Governing Credit Cards ("Terms & Conditions") respectively.

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

**"Benefit(s)"** means up to 10% (ten percent) of the participating Card-holder'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 Finance House, as a result of their participation in the ILOE coverage ("ILOE Coverage" or "ILOEC") and the occurrence of the insured event, notwithstanding the costs cost 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 Finance House. 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 Finance House, 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 Finance House through a selected Insurance Provider

“Critical Illness” see definition of same under the Credit Shield Policy, section A Critical Illness Coverage

“**Critical Illness Coverage**” or “**CIC**” means the insurance provided by Finance House through a selected Insurance Provider for coverage of the Critical Illnesses, see Section A.

“**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 Finance House to provide ILOE Coverage to Cardholders, the Insurance Provider may change periodically within the sole discretion of Finance House.

“**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 Finance House through a selected Insurance Provider,

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

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

1.3. The clause headings in this section are for the purpose of convenience only and shall not be taken into account in the interpretation of or modify the terms of this section.

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. Enrolment will occur automatically for all eligible Cardholders: those seeking to refuse coverage must elect to opt-out and so notify Finance House.

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 section 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 Finance House 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 Finance House and/or Insurance Provider to substantiate the claim to the satisfaction of Finance House and/or Insurance Provider shall be sub-mitted 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 any other documentation as instructed by Finance House 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 Finance House retroactively.

3.4. For continuation of Benefits under the ILOEC, the Insured must submit to Finance House 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 Finance House 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 Finance House Call Centre on Tel: 600511114 & for Outside UAE : +971 2 6194 001 or through email [customerservice@fh.ae](mailto:customerservice@fh.ae).

#### 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 Finance House 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 Finance House 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 Finance House 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) Old upon the date the Cardholder attains the age of sixty (60) years
- h) The Insured notifies Finance House 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
- k) Cancellation of the Benefits under this ILOEC by the Insurance Provider, Finance House 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 un-founded, 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 un-lawful 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:

- 9.1 No Benefit shall be payable upon any involuntary loss of employment of the Cardholder after the date of cessation of coverage for any reason:
- 9.2 No ILOEC payment amount shall be payable after the cessation of coverage, and
- 9.3 The Cardholder cannot later seek coverage under the ILOEC.

### 10. LAW AND JURISDICTION

10.1 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).

10.2 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 International Arbitration Centre (arbitrateAD) 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

11.1 Finance House does not offer, advise on, or underwrite insurance. The In-voluntary Loss of Employment Coverage is underwritten and issued by the Insurance Provider (chosen by Finance House from time to time) who is licensed in the UAE and Finance House offers this Involuntary Loss of Employment Coverage to Cardholders in the capacity of a third-party service provider.

11.2 Finance House 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.

11.3 All Benefits payable under the Involuntary Loss of Employment Coverage shall only be set-off against the Indebtedness of the Insured to Finance House.

11.4 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.

11.5 The Insured shall provide Finance House and/or Insurance Provider with any information that Finance House and/or Insurance Provider may require in respect of the Insured.

11.6 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"

11.7 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 Finance House.

11.8 This section B, together with any other sections 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 section, and the Credit Shield Policy and the Terms & Conditions regarding the ILOEC, this section shall supersede both the Credit Shield Policy and the Terms & Conditions.

## 12. NO LIABILITY OF FINANCE HOUSE

The Cardholder shall defend, indemnify and hold Finance House, its officers, employees and agents harmless from and against any and all losses, liabilities, damages, costs and expenses (including but not limited to, and liabilities, without limitation, court costs court costs and attorney's fees) that may arise as a result of any disputes between the Cardholder and the Insurance Pro-rider 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 a claim, action, proceeding or demand against Finance House, us officers' employees or agents related (whether directly or indirectly) to the ILOEC in any mariner whatsoever.