

PERSONAL INCOME GUARD

POLICY WORDING



DEFINITIONS

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

Accident means a sudden, unexpected, unintentional, specific event, which occurs during the period of Insurance at an identifiable time and place including exposure resulting from a mishap to a conveyance in which the Insured Person is traveling.

AED means the lawful currency of the United Arab Emirates.

Bank means First Gulf Bank, United Arab Emirates.

Beneficiary means the individual to whom the benefits under the Policy would be paid in case of a Death of the Policy Holder. Otherwise the benefits will be paid directly to the Policy Holder. Beneficiaries shall be the Spouse or Children or Parents.

Bodily Injury means identifiable physical injury which is caused by an Accident and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury.

Certificate of Insurance (COI) means the schedule of benefits duly signed by the Company which includes the Policy number, the name of the Insured Person, the death or permanent disability benefit amount, additional benefits, the Commencement Date and the Premium paid.

Commencement Date/Effective Date means the date the Insured Person has given consent to the telephone marketing person of the Bank or the complete application form with valid payment instructions or the date of actual premium receipt, whichever is later.

Company means Royal & Sun Alliance Middle East Limited B.S.C (c).

Date of Event means the date of death or permanent total disability of the Insured Person.

Expatriate means a person temporarily or permanently residing in a country and culture other than that of the person's upbringing.

Insured Person means the primary credit card holder of the Bank &/ or the Bank's customer who has taken the policy for himself and is named in the Certificate of Insurance.

Personal Income Guard Plan means the insurance policy made available to the Insured person by the Company under this Policy and evidenced in the Certificate of Insurance.

Period of Insurance means the period for which premium is fully paid by the Insured Person.

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

Pre-Existing Illness means congenital anomalies, illness, disease or sickness occurring or manifesting prior to the Effective Date or the date of commencement of subscription, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Effective Date or the date of commencement of subscription whichever is later

Passive War means a situation where the Insured Person is not actively involved in War whether declared or not, or any Warlike operations, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Physician/medical practitioner means a person other than the insured person or close relative of the insured person, who is qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

Scheduled Airline means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for a civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, or regular or chartered flights operated by such carrier.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment of the economy.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

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

PERSONAL ACCIDENT

ELIGIBILITY FOR COVER

The Insured Person must:

1. Meet the eligibility conditions stipulated by the Bank;
2. Be older than 18 years and under 65 years;
3. Be a UAE resident;
4. Be a salaried employee.

DEATH AND PERMANENT TOTAL DISABILITY DUE TO ACCIDENT

In the event of a Bodily Injury due to an Accident resulting in death or Permanent Total Disability of the Insured Person within one hundred eighty (180) days after the date of accident, the Company will pay the Sum Assured amount as stated in the Certificate of Insurance in accordance with the Policy terms and conditions.

ADDITIONAL BENEFITS

ATM ASSAULT

The Company agrees that if as a result of an attempt by thieves to steal money from the Insured Person within the ATM premise resulting in bodily injury and such injury shall independently of any other cause be the sole cause of death or permanent total disability the Company will pay to the Insured Person or his legal personal representatives the compensation stated in the Certificate of Insurance in accordance with the Policy terms and conditions.

LOSS OF DOCUMENTS

The Policy is hereby extended to indemnify the Insured Person for loss or damage of passport, driving license, Emirates ID and Labour Card in the event of Bodily Injury due to an Accident resulting in death or Permanent Total Disability of the Insured Person. The amount payable under this additional benefit for reissuance of the said documents/cards shall not exceed the limit as stated in the Certificate of Insurance in accordance with the Policy terms and conditions.

The Company will not pay for:

- (a) Fines and Penalties (if imposed)
- (b) Costs of renewal/extension of the document beyond the expiry date of the lost or damaged document
- (d) Any loss/liability due to misuse of stolen credit/debit cards

TRANSPORTATION BENEFIT – FOR AN ACCOMPANYING FAMILY MEMBER

In case of Accidental Death or Permanent Total Disability of the Insured Person during the insurance period the Company shall reimburse the return economy airfare expense for an immediate family member or close relative up to a maximum amount as stated in the Certificate of Insurance in accordance with the Policy terms and conditions. This amount is payable to the family member or close relative accompanying the Insured Person in the event of Permanent Total Disability or the mortal remains in the event of Death of the Insured Person.

GENERAL CONDITIONS

CONTRACT

This Policy, and any endorsements (if any), the application form (if any) and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made by the Insured Person shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defense of a claim hereunder, unless such statement is contained in the said Certificate of Insurance.

No Agent but only a duly authorized Officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Policy.

All benefits under this Policy are payable at the Head Office of the Company situated at Dubai, UAE.

Each Insured Person and the Company agree and acknowledge that the Bank is not at any time an agent of the Company. Any claims, disputes or contestations of a Policy Holder in connection with this Policy shall be the full responsibility of the Company. The Company will manage all matters of the administration of the Policy directly with the Policy Holder.

AGE LIMITS

18 years to 65 years, but not more than 64 at the time of enrolment with respect to Death benefit. If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be January 1st of such Insured Person's year of birth unless it is mentioned and confirmed by passport or National ID.

REVIEW / FREE-LOOK PERIOD

The Insured Person is entitled to a full refund of premium if coverage under the policy is cancelled by the Insured Person within thirty (30) days from the commencement date, by making a request through the Bank Call Center. The Company reserves the right to decline a second application following the cancellation of the first application under this plan from the same Insured Person.

SUFFICIENCY OF NOTICE

Such notice given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the Insured Person shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown by the Insured Person or Beneficiary that it was not reasonably possible to give such notice within the time provided and that notice was given as soon as reasonably possible thereafter.

OBSERVANCE OF TERMS AND CONDITIONS

The observance by the Insured Person of the terms of this policy and the truth of the statements and the answers given by the Insured Person in the application form /tele-conversation and other material information provided by the Insured Person shall be condition precedent to any liability of the Company. If the circumstances in which this policy was entered into are materially altered without the written consent of the Company, the policy shall become null and void.

FRAUDULENT CLAIMS

If any claim under this policy is in any way fraudulent or unfounded, all benefits under this policy shall be forfeited in respect of the particular Insured Person.

ARBITRATION

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration under the Dubai International Arbitration Center (DIAC) Rules, which Rules are deemed incorporated by reference to this clause. The seat of the arbitration will be Dubai. The language used in the arbitration proceedings shall be English. The governing law shall be the substantive law of Dubai. Where any difference is to be referred to arbitration the making of an award shall be final.

JURISDICTION

This policy shall be governed by and construed in accordance with the laws of the United Arab Emirates. In the absence of a valid arbitration proceeding agreement among the parties, all disputes arising hereunder shall be referred to the exclusive jurisdiction of the courts of the United Arab Emirates.

DATA TRANSFER

The Insured Person provide the Company with his / her unambiguous consent to process, share, transfer and/ or disclose the personal data of the Insured Person – or any other party to this contract, howsoever obtained, to any recipient within or outside the country for the following purposes: (1) Assess and service this policy, (2) to conduct insurance claims Or analysis and (3) to comply with any legal and regulatory obligations to which the Company is subject to.

CUMULATIVE BENEFITS

The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the Certificate of Insurance. If the Insured Person has more than one Policy issued by the Company then the maximum liability paid under all policies shall not exceed AED 200,000 subject otherwise to the terms and conditions.

REINSTATEMENT OF POLICY

Reinstatement of the policy after a claim is paid is not allowed and in case it is found that the Insured Person has re-enrolled after payment of the claim, the policy will become null and void. No claim will be paid and the premium paid by the Insured Person is also not refundable.

When the Policy terminates by reason of non-payment of Premium, any subsequent acceptance of a Premium and reinstatement of the Policy by the Company shall solely be at the Company's option.

CANCELLATION

The Insured Person may cancel the policy at any time by making a request through the Bank Call Center. Such cancellation shall be without prejudice to any valid claim originating prior thereto. If such cancellation is after the 30 days from the commencement date then there will be no refund of the premium.

The Company may cancel the Policy at any time by written notice delivered to the Insured Person or mailed to the last address as shown by the records of the Company stating when not less than fifteen (15) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

ASSIGNMENT

- a) Neither party to this Policy shall directly or indirectly assign this Policy or any of its rights and obligations, without the prior written approval of the other party.
- b) The right of designation or change of Beneficiary is reserved to the Insured Person. No assignment of interest shall be binding upon the Company until the Company receives written notice of the change of Beneficiary in a form satisfactory to the Company. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment
- c) Consent of the Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in the Policy.

COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in the policy shall invalidate all claims hereunder.

PREMIUMS

All premiums are payable in advance by the Insured Person on or before the date they become due; unless official notice of termination has been given.

COVERAGE EFFECTIVE DATE

Coverage in respect of each Insured Person shall commence from the day the Insured Person signs application form of the bank /gives his consent to the Bank to enroll over thephone.

POLICY RENEWAL

Automatic Renewal, however the Company reserves the right to offer the renewal and also the right to change the premium rates terms and conditions.

CONFORMITY WITH STATUTES

Any provision of the policy which, on the Policy Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

LANGUAGES

In case of differences over the interpretation of the policy, the Arabic text shall prevail

TERRITORIAL LIMITS

Worldwide

CLAIMS PROCEDURE

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

1. Notification of claims
Death/ Permanent Total Disability Claims – Immediate written notice to the Company but not later than 60 days from date of event and shall complete the standard claim form issued by RSA to substantiate the claim
2. The Insured Person or Insured Person's representative shall submit the following documents

WITH RESPECT TO DEATH BENEFIT

- Copy of Death Certificate
- Copy of Post Mortem Report (wherever legally required)
- Copy of Police Report (if death was due to an accident)
- Copy of Medical Report from a licensed and registered medical officer with Detailed Diagnosis and Cause of Death. If required by the Company when the actual cause of death is not clearly mentioned in the Death Certificate.
- Copy of Passport with valid Visa page (expatriates) or National identity card (UAE nationals)
- Any other documents as may be required.

SANCTION CLAUSE

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

GENERAL EXCLUSIONS

No Benefits shall be payable in respect of an insured person where the event giving rise to a claim occurs as a result of

- Suicide (as defined in the UAE Civil Code), attempted suicide or any deliberate or self-inflicted injury within 12 months of the commencement date.
- Any breach of law by the cardholder or an assault provoked by him;
- The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner.
- Engaging in or taking part in
 - naval, military or air force service or operations;
 - winter sports (other than skating or curling) at any winter sports resort,
 - sky diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
 - driving or riding on motor cycles or motor scooters exceeding 250 CC or more
- Any accident occurring on or in or about any aircraft other than an aircraft in which the insured person was traveling as a bonafide passenger and which is operated by a licensed commercial or chartered airline;
- Pre-existing illness or conditions however pre-existing illness are covered after 12 months from the commencement date
- Pregnancy, childbirth or abortion or any complications arising therefrom
- Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act.
- Nuclear radiation, nuclear fission, nuclear fusion and/or radioactive contamination
- Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurrection, popular rising, usurped power, terrorism. War exclusion shall be applicable only when the Insured Person is an active member of the military forces e.g. Army, Navy, AirForce, Territorial Army or Police or any other special forces activated by Government or other public authorities to defend law and order in case of a warlike operation, or any other person who takes up arms in an active or defensive role. However Passive War risk is covered. Passive War cover is excluded if an insured person is permanently assigned to a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or where there are warlike operations. Warlike operations means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial law or state of siege. Permanent means an assignment of more than 28 days.
- Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC) as defined by the World Health Organisation from time to time; or the presence of the Human Immunodeficiency Virus (HIV) as revealed by the positive HIV anti-body or HIV test.

CONTACT INFORMATION

In case of queries related to coverage, benefits, claims procedure or policy administration you may contact

For Sales & Other Enquiries: Call 8002700 or email us at customerserv@fgb.ae

For Claims: Call 04 302 9835 / 04 302 9903 or email us at nonmotorclaims@ae.rsagroup.com

