Group Life and PA Remittance Shield– Policy Terms & Conditions

Definition

In this Policy the following words and phrases have the following meanings:

Commencement Date	01.09.2015
Company	Orient Insurance PJSC.
Customer/Insured Member /Remitter	An individual effecting outward International money transfer through the Policyholder.
Enrolment Date	Is the date from which the Customer/ Remitter becomes an Insured Member as per terms of the Policy.
Free Cover Limit (FCL)	Means the amount up to which a new Customer/Insured Member/Remitter could be included in the policy without provision of medical or other evidence of Good health/insurability.
Maximum Sum Assured/ Free Cover Limit	AED 100,000/- per Customer/ Insured Member/ Remitter.
Policy Anniversary Date	1st September and the same day in every subsequent year.
Policyholder/ Bank	Abu Dhabi Commercial Bank PJSC, UAE.
Policy Year	Any period of twelve months commencing on any Policy Anniversary Date.
Remittance Shield Policy	Master Policy together with any Endorsements issued by the Company to the Policyholder
Sum Assured/Limit	This shall mean the total amount of Life Insurance Cover which is declared as per agreed norms, by the Bank.
The Policy	Policy Number P/20/CL/15/0014940/01 together with any Endorsements issued by the Company
Type of Scheme	Group Life & Personal Accident Insurance Scheme for all Customers/Remitters of the Bank effecting outward International Money Transfers.

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

In case of Joint Account holders the benefits/Sum Assured will be shared equally among the account holders of the account from where remittance is being effected. Also Joint Account holders will be treated as one Member as defined above for the purpose of Maximum Sum Assured.

The Benefits:

The benefits provided for under this policy are as under:-

In the event of:

(a) Death due to any cause (either Natural or by an Accident)	100% of the Sum Insured
(b) Permanent Total Disability (Due to Accident or Sickness)	100% of the Sum Insured

Permanent Total Disability: this shall mean that if the Insured Member/Remitter shall become totally and permanently disabled by or through an accident/sickness and is unable ever again to follow any occupation, the **Company** will pay to the Policyholder the 'Sum Insured' provided that the Insured Member/Remitter has been continuously and totally disabled and is unable to follow any occupation for a period of twelve (12) consecutive months.

Indemnity Amount payable for the Insured Member/Remitter: is equal to total remittances of last 30 days (prior to death or disability) X 12 capped at AED 100,000 per Customer.

Period of Insurance cover: The Insurance Cover commences from the date of last remittance for 30 days and the coverage ceases after the 30th day if no further remittances are effected.

Policy Conditions:

1. The insurance cover in respect of each Bank Customer shall take effect on the date he/she becomes an Insured Member.
2. The Minimum and maximum age at entry under the policy is 18 years to 64 years respectively.
3. In the event of the death or disability of a Customer/Insured Member/Remitter whilst Insured hereunder the **Company** will, subject to the provisions and conditions of the Policy, pay to the Policyholder the Sum Assured as defined above at the date of death or disability for subsequent payment to Customer/Insured Member/ Remitter account with the Bank.
4. All monies payable to or by the Company under this Policy shall be paid to the Policyholder and the payment by the Company to the Policyholder of any sum due under the Policy shall be a complete discharge to the Company in respect of that sum.
5. The cover on a Customer / Insured Member / Remitter shall terminate on:-
   a. Insured Members' death or he/she becoming disabled or
   b. Insured Member opting out of the scheme or closing his/her account, or
   c. The failure of the Policyholder to pay the premium subject to the provisions of the policy
   d. The Insured Member having attained age 65, or
   e. The Insured Member ceases to make any remittance through the Bank for more than 30 days.
   f. Any Death or Disability claim pay-out by the Company as per Policy terms.

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6. In the event of a claim it must be notified to the Company by the Beneficiary or Bank as soon as possible but in any event not more than 60 days from the date of the death or disability giving rise to the claim, together with any supporting evidence required by the Company.

7 Geographical location: Worldwide 24 hours excluding war zones/volatile zones, subject to members holding valid UAE resident visa.

8 All monetary amounts specified in this Policy are expressed in the currency Dirhams, referred to herein as U.A.E. Dirhams.

9 The period of insurance cover is provided on monthly basis from the date of remittance. For continuance of insurance cover in the succeeding period, there must be consecutive remittance in place after the first transaction.

10 The Company shall not be deemed to provide cover nor shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any prohibition, sanction, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, France or Germany.

11. It is hereby understood and agreed that the Company undertakes to settle any claim made as per the terms stated herein within 7 working days from the date of submission of all claim related documents by the Policyholder / Bank.

Policy Exclusions applicable to the Insured Member :

No benefit will be payable under the policy if Death occurs either directly or indirectly as a result of any of the following causes.

1. **DEATH ANY CAUSE BENEFIT:**

1.1 Active participation in a war or in warlike operations.

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

"Active Participant" in Warlike Operations means an active member of a military force e.g. army, navy, air force, territorial army or police or any other special forces activated by the government of a country or other public authorities to defend law and order in case of a warlike operation, or any other person who takes up arms in an active or defensive role.

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

The above exclusion shall not apply if a Member is non-participant and is an innocent bystander. However, above exclusion shall apply for Insurance coverage including Passive War Cover in a) Iraq, Afghanistan, Libya, Palestine, Israel, Syria, Iran, Sudan, Yemen and any other country where war or war like operation takes place;
b) Where a member remains in a country for more than 28 days following an outbreak of war in that country; and

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c) Where a member is travelling to or visiting a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or the USA or the EU or any other competent International Agencies or if Foreign Offices advice against all travel in that country or where there are war like operations.

1.2 Destructive Agents Exclusion:

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

2. FOLLOWING EXCLUSIONS ARE APPLICABLE TO THE ANCILLARY DISABILITY BENEFIT

2.1 Active participation in a war or in warlike operations.

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

2.1.1. Hostile or warlike action in time of peace or war, including but not limited to action in hindering, combating, or defending against an actual, impending, or expected attack by :

a. military, naval, or air forces; or
b. any government or sovereign power (de jure de facto) or by any authority maintaining or using military, naval, or air forces;
c. an agent of such government, power, authority or forces.

2.1.2. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any of these.

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

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2.2. Destructive Agents Exclusion:

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

2.3 Terrorism Exclusion:

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

The term "Terrorism" as used herein, shall mean an activity that satisfies both of items 2.3.1 and 2.3.2 below:

2.3.1 Involves a violent act or an act dangerous to human life, tangible or intangible property or infrastructure, causing damage to property or injury to persons, or a threat thereof; and

2.3.2. Appears to be intended to:

a. intimidate, coerce or incite a civilian population: or
b. inflict economic loss or disrupts any segment of a local, national or global economy; or
c. influence, protest, intimidate or coerce against the policy or conduct of a government by any means, including mass destruction, murder, kidnapping, hijacking, hostage-taking.

This exclusion (2.3) shall not apply if the Member is a non-participant and is an innocent by-stander to an act of terrorism. However, above terrorism exclusion shall strictly apply to claims arising a) as a result of Nuclear Weapons or Devices, Chemical or Biological Agents and b) occurring in Travel restricted zones / War zones as mentioned above in Exclusion 1.1.

2.4 Any breach of the law by the Member of any assault provoked by him
2.5 Accidents caused by the use of intoxicating liquor or drugs, other than drugs taken in accordance with treatment prescribed and directed by a qualified medical practitioner, but not for the treatment of drug addiction.
2.6 Aviation, gliding of any other forms of flight other than as a fare paying passenger of a recognized airline or charter service.
2.7 Participation in, or training for, any hazardous sport of competition or riding or driving in any form of race or competition except in the case for leisure / pleasure.
2.8 Involvement in any professional underwater activity.
2.9 Injury caused by nuclear fusion, nuclear fission or radioactive contamination.
2.10 Serving in any capacity for any military forces (navy, army or air force). This exclusion shall apply only to active participation in war.
2.11 Mental illness or disease.
2.12 Pregnancy, childbirth or abortion or any complications arising therefrom.

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2.13 Any disease or medical impairment from which the insured was suffering or had a serious past history at the commencement of the cover or his date of entry if later.

2.14 Infection from any Human Immuno-deficiency Virus (HIV), Acquired Immuno-deficiency Syndrome (AIDS) or any AIDS-related condition.

LAW AND JURISDICTION:

The Policy claims and/or disputes thereof shall be subject to the law and jurisdiction of the competent courts of United Arab Emirates.

Above is a brief summary of the cover offered under the Life Remittance Shield Policy. For detailed terms & conditions please refer to the Original policy.

Claims Process/Documentation

In the event of a Claim, immediate notification needs to given to the Bank or Insurance Company. Claims process is as follows:

1. Insured Member/Beneficiary nominee to submit relevant claim documents as per Company claim documentation checklist, to the Bank.
2. Bank to forward the claim documents along with the duly completed claim form and Bank statement, to Company for claim settlement.
3. Company to settle eligible claim via cheque in favour of Bank for onward credit of claim proceeds to Customer Account held with the Bank.

Company Claim Documentation Checklist:

A. DEATH DUE TO ANY CAUSE BENEFIT:

i) Death occurring in UAE :

- Original or true copy of the Death Certificate duly indicating the cause of death.
- Passport Copy of deceased with valid visa page at the time of Death except for UAE Nationals where no visa page is required.
- Wherever legally possible, a Post Mortem Report will be required, along with a Police Report if Death was due to an Accident.
- A detailed Medical Report is to be submitted if the actual cause of Death is not clearly mentioned on the Death Certificate.
- Any other documents pertaining to the claim which the **Company** may require.

ii) Death occurring outside UAE :

- The Original or a verified true copy of the Death Certificate with cause of death, must be submitted duly notarized and attested by the UAE Embassy of the country where death took place. Subsequently the same should be attested by the Embassy of the country in the UAE and Ministry of Foreign Affairs in UAE.
- Passport Copy of deceased with valid visa page at the time of Death except for UAE Nationals where no visa page is required.

- Wherever legally possible, a Post Mortem Report will be required, along with a Police Report if Death was due to an Accident.
- A detailed Medical Report is to be submitted if the actual cause of Death is not clearly mentioned on the Death Certificate.
- Any other documents pertaining to the claim which the **Company** may require.

B DISABILITY BENEFIT (Permanent Total Disability by Accident or Sickness):

- Original full and complete medical report showing diagnosis, future prognosis and specifying any percentage of disability from the treating doctor or hospital/clinic.
- Original discharge summary if in-hospitalization was involved from the treating doctor or hospital.
- Original copies of results of any diagnostic tests.
- Any other documents pertaining to the claim which the Company may require reasonably.

ALTERNATIVE PROOF OF CLAIM (Last resort):

In the event of inability of the **Company** to obtain the Death Certificate or the Medical Report as the case may be, the **Company** shall request for any other form of proof of Death or Disability as it may consider appropriate that can satisfy the **Company** as to:

(a) The occurrence date of the event
(b) The cause of the death or disability of the Insured Member.

All the above documents will have to be verified and accepted by the Company.

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