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TERMS AND CONDITIONS

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بنك أبوظبي التجاري
from **ADCB** 

Part 1

Credit Card Terms and Conditions

It is important that you read these terms and conditions. By signing, activating or using the Card (as defined below), you have agreed to be bound by these terms and conditions.

1. DEFINITIONS

1.1 'ATM' means an automated teller machine or any Card operated machine or device whether belonging to the Bank or other participating banks or financial institutions nominated from time to time by the Bank, which accepts the Card. 1.2 'Bank' means Abu Dhabi Commercial Bank PSC, its successors and assignees. 1.3 'Card Account' means the credit card account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under these Terms and Conditions. 1.4 'Card' means, a MasterCard / Visa Card issued by the Bank to the Cardholder and includes primary, supplementary, new, renewed or replacement Cards. 1.5 'Chip' means a secure, microprocessor embedded in the Card for comprehensive payment service offered as a feature on the Card(s) allowing an advanced verification mechanism and convenient usage options for the Cardholder(s). 1.6 'Cardholder' or 'Cardmember' means an individual to whom a Card bearing that individual's name is issued by the Bank and includes the Primary Cardholder and any Supplementary Cardholder(s). 1.7 'Card Transaction' means the amount charged by the Bank or any Merchant for purchase of goods, services, benefits or reservation (including without limitations any reservation made by the Cardholder for air, ship, rail, motor or other transportation or hotel or other lodging or accommodation or other transportation, rental or hire, whether or not utilized by the Cardholder) and/or receiving Cash Advances by the use of the Card or the Card numbers or the PIN or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether the Cardholder signs a sales slip or Cash Advance or other voucher or form. 1.8 'Cash Advance' means any amount obtained by use of the Card, the Card number or the PIN or in any manner authorized by the Cardholder from the Bank or any other bank or financial institution whether in cash or other form of payment in relation to the Card Account. 1.9 'Cash Advance Fees' means the fee charged by the Bank to the Card Account each time a Cardholder obtains a Cash Advance. 1.10 'Charges' means amounts payable by the Cardholder arising from the use of the Card or the Card number or the PIN or otherwise under these Terms and Conditions and includes without limitation all Card Transactions, fees, finance charges, additional expenses, damages, legal costs and disbursements, which will be debited to the Card Account. 1.11 'Credit Limit' means the maximum debit balance permitted by the Bank for the Card Account for a Card and notified to the Primary Cardholder from time to time. 1.12 'New Balance Outstanding' means the total debit balance (inclusive of the Charges) outstanding on the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued. 1.13 'Deposit' means the amount in cash placed with the Bank as specified by the Bank as security for the performance of the Cardholder's obligation. 1.14 'Guarantee' means a guarantee, if any, from a bank acceptable to the Bank in favour of the Bank and in form and substance acceptable to the Bank for an amount specified by the Bank, as security for the performance of the Cardholder's obligation. 1.15 'Merchant' means any corporate entity, person or other establishment supplying goods and/or services who accepts the Card or the Card numbers as a mode of payment or reservation by the Cardholder. 1.16 'Minimum Payment Due' is five percent (5%) of New Balance Outstanding subject to a minimum of AED100/- However, 'Minimum Payment Due' will include 100% of Annual Membership Fee outstanding charge at any given time. 1.17 'Month' means

a calendar month according to the Gregorian calendar. 1.18 'Payment Due Date' means the date specified in the Statement of Account by which date, payment of the New Balance Outstanding or any part thereof or the Minimum Payment Due is to be made to the Bank. 1.19 'Personal Identification Number' or 'PIN' means in relation to a Cardholder the personal identification number issued to the Cardholder to enable the Card to be used at an ATM. 1.20 'Primary Cardholder' means a person other than a Supplementary Cardholder who is the primary applicant, to whom the Card is issued and for whom the Card Account is first opened by the Bank. 1.21 'Security' means either the Deposit or the Guarantee. 1.22 'Statement of Account' means the Bank's monthly or other periodic statement sent to the Primary Cardholder showing particulars of the New Balance Outstanding incurred by the Primary Cardholder and Supplementary Cardholder and payable to the Bank. 1.23 'Supplementary Card' means a Card issued to the Supplementary Cardholder at the request of the Primary Cardholder. 1.24 'Supplementary Cardholder' means the person who has been issued a Supplementary Card. 1.25 'Terminal' means any automated teller machine or point of sale terminal through which Card Transactions can be performed. 1.26 'UAE' means United Arab Emirates. 1.27 'UAE Dirhams' means the lawful currency of UAE. 1.28 Words used in these Terms and Conditions denoting the masculine gender shall include the feminine gender and words denoting the singular number shall include the plural number and vice versa. 1.29 Words implying person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.

2. THE CARD

2.1 The Card may be collected from the Bank by the Cardholder or sent by post or courier to the address notified to the Bank by the Cardholder at the risk of the Cardholder. 2.2 The Cardholder shall receive from the Bank, at the Bank's discretion, either: (a) a non-activated Card OR (b) a pre-activated Card. 2.3 In the event that the Cardholder is provided a non-activated Card, the following shall apply. Upon receipt of the Card, the Cardholder shall call the Bank or send an SMS at the number specified in order to activate the Card. The Cardholder shall identify himself and advise of his account number and any other confidential information that the Bank may require. The Cardholder's telephone call to the Bank is proof of delivery and shall constitute binding and conclusive evidence of the Cardholder's receipt of the Card and acceptance of these Terms and Conditions. 2.4 In the event that the Cardholder receives a pre-activated Card, the following shall apply. The Cardholder may use the Card without the need to call the Bank or taking any other action with the Bank. 2.5 The Cardholder's usage of the Card shall constitute binding and conclusive evidence of the Cardholder's acceptance of these Terms and Conditions. 2.6 Upon receipt of the Card, the Cardholder shall sign the Card immediately. 2.7 In the event that any Cardholder does not wish to be bound by these Terms and Conditions, the Cardholder shall cut the Card in half and return both halves to the Bank and Clause 8 hereof shall henceforth be operative. 2.8 The Card is and will, at all times be the property of the Bank and must be surrendered to the Bank immediately upon request by the Bank or its duly authorized agent. The Bank reserves the right to withdraw the Card at its absolute discretion and/or terminate the Card with or without (in its absolute discretion) prior notice and in whatever circumstances it deems fit. 2.9 The Card has a built in Chip feature in addition to the magnetic stripe. The Chip is a secure payment mechanism which is only accepted in certain countries. The Chip may be used at Terminals by using the Card and Cardholder's signature. 2.10 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder may not pledge the Card as security for any purpose whatsoever. 2.11 The Cardholder shall at all times ensure that the Card is kept in a safe place. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual.

3. USE OF THE CARD

3.1 The Card may be used for Card Transactions within the Credit Limit and until the expiry date embossed on the face of the Card. 3.2 Where the Card may be used at an ATM for cash withdrawals the Cardholder shall be responsible for all transactions whether processed with the Cardholder's knowledge or by his express or implied authority. The Cardholder hereby authorizes the Bank to debit the Card Account with the amount of any withdrawal in accordance with the Bank's record of the transaction. Subject to manifest error the Cardholder accepts the Bank's record of the transaction as conclusive and binding for all purposes. 3.3 The Bank may issue a PIN to the Cardholder for use at any ATM that will accept the Card. The Cardholder agrees that; (a) The PIN may be sent by post to the Cardholder at his risk; (b) The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent discovery of the PIN by any person; and (c) the Cardholder shall be fully liable to the Bank for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder. 3.4 Any ATM deposits effected through the use of the Card on any ATM installed by the Bank, whether by cheques or by cash, shall be subjected to verification by two (2) Bank employees whom the Bank may in its absolute discretion appoint and authorize. The amount so verified by the said two (2) employees of the Bank shall be deemed to be the correct amount of the deposits so affected. The proceeds of cheques deposited in the ATM shall be available for use only after the cheque has cleared or collection has been completed. 3.5 If a Cardholder loses or damages his Card and/or requires renewal, replacement or additional Cards, the Bank may, at its discretion, issue such Card(s). 3.6 The Cardholder undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank. 3.7 Notwithstanding that the Cardholder's Credit Limit has not been exhausted, the Bank shall be entitled to, at any time and without notice and without giving any reason and without liability towards the Cardholder, withdraw and restrict the Cardholder's right to use the Card or to refuse to authorize any Card Transaction. 3.8 If the Card is used outside the UAE, the currency of the transactions will be converted to UAE Dirhams at the exchange rate prevailing on the date the amount is charged to the Card Account rather than the date the Card was used. All foreign currency transactions will be subject to a processing fee at the Bank's prevailing rates, and the Cardholder will reimburse the Bank for all costs or expenses it incurs as a result of such transactions. The card must not be used for any unlawful purpose, including purchases of goods or services prohibited by local law in the Cardholder's jurisdiction.

4. CASH ADVANCE

4.1 The Cardholder may obtain Cash Advance subject to the Credit Limit and as may be acceptable to the Bank from time to time at its absolute discretion by the following means: 4.2 Presenting the Card at any office of the Bank or of any member institution of MasterCard / Visa International together with evidence of his identity and signing the necessary transaction record. 4.3 Use of the Card at any ATM of the Bank or of any other bank or institution with whom the Bank has an agreement for the use of the ATM of the said bank or institution (in which case the amount of each advance will be further subject to the applicable daily withdrawal limit of the ATM). (a) The use of the Card by the Cardholder to obtain a Cash Advance shall be deemed to constitute the agreement of the Cardholder to pay finance charges on each Cash Advance and a fixed transaction fee as prescribed by the Bank from time to time. (b) The finance charge shall be calculated on a daily basis and shall accrue on each Cash Advance from date of the advance until repayment in full. A fixed transaction fee (subject to a minimum amount) will be levied on the amount of each Cash Advance and charged to the Card Account. The Bank may from time to time, vary the amount of finance charges and/or fees payable by the Cardholder. (c) Any cash withdrawals from the Cardholder's other accounts effected through the use of the Card on any ATM installed by the Bank shall be subject to the

daily withdrawal limit of the ATM and shall be subject to verification by the Bank. The amount so verified by the Bank shall be deemed to be the correct amount of the withdrawal so effected.

5. PAYMENT

5.1 Details of all fees and charges referred to in this section are listed in the accompanying Service and Price Guide. This Service and Price Guide may be amended from time to time giving advance notice to the Cardholder. 5.2 The Cardholder agrees to pay to the Bank upon the request of the Bank an annual fee as prescribed by the Bank for the Card when issued or renewed and an annual fee prescribed by the Bank for each Supplementary Card when issued or renewed. The Cardholder, further agrees to pay, all other fees and charges that the Bank may charge for any service in relation to the Card. 5.3 Payment of the New Outstanding Balance, including the Charges, as specified on the Statement of Account in FULL is due and payable not later than the Payment Due Date and the Cardholder shall incur no financial charge (save in relation to Cash Advances) if payment of the New Outstanding Balance is received by the Bank on or before the Payment Due Date. A finance charge shall be levied from the date of the relevant Card Transaction, at the Bank's prevailing rate, until full settlement thereof. 5.4 The Cardholder may choose not to settle the New Balance Outstanding in full, in which case the Cardholder must pay the Minimum Payment Due on or before the Payment Due Date. If the New Balance Outstanding is less than AED 100 then the New Balance Outstanding will be fully due and payable. Subject to Clause 8 hereof, if the New Outstanding Balance exceeds the Credit Limit, the Cardholder must pay the Minimum Payment Due and the excess over the Credit Limit. 5.5 Subject to Clause 8 hereof, if the New Outstanding Balance, Minimum Payment Due and/or the excess of the Credit Limit is not paid or only partly paid, then the Bank, in its absolute discretion and without prejudice to any of its rights hereunder may: (a) if the New Outstanding Balance does not exceed the Credit Limit, add the unpaid Minimum Payment Due to the Minimum Payment Due in the immediately next Statement of Account; or (b) if the New Outstanding Balance exceeds the Credit Limit, add the unpaid Minimum Payment Due and the excess over the Credit Limit to the Minimum Payment Due in the immediately next Statement of Account. 5.6 The Cardholder undertakes to stay within the prescribed Credit Limit assigned by the Bank unless prior approval in writing to exceed this Credit Limit is obtained by the Cardholder from the Bank and further undertakes to effect no purchases or transactions which may cause the aggregate outstanding balance of the Cardholder's obligations under all such purchases and transactions to exceed such Credit Limit. If in contravention of this provision, the Cardholder exceeds the Credit Limit, then the Cardholder must pay the amount exceeding the Credit Limit in full, the Minimum Payment Due and a charge for exceeding the Credit Limit. 5.7 If the Cardholder fails to pay the Minimum Payment Due by the Payment Due Date, a late payment charge will be levied. 5.8 If the Cardholder pays to the Bank an amount less than the New Balance Outstanding by the Payment Due Date or no payment is made or payment is made but after the Payment Due Date, a finance charge calculated on daily closing balance method will be applied to the New Balance Outstanding and new Card Transactions effected since the date when the latest Statement of Account was issued, until any payments are credited to the Card Account and thereafter on the reduced balance. 5.9 a) All payments received by the Bank from the Cardholder may be applied in the following order of payment or such other order of priority as the Bank may think fit: 1) equal monthly installment payments plan 2) Annual Membership Fee 3) Interest 4) Service charges 5) Late payments 6) Over limit 7) Insurance 8) Principal 9) Current transactions (unbilled). Within the categories set forth, all payments and credits may, unless otherwise decided by the Bank, be applied by the Bank first to the outstanding amounts that have been billed to the Card Account for the longest period of time. 5.9 b) In case the billed outstanding amount has billed cash transactions then payments may be applied to unbilled retail transactions prior to billed cash transaction. 5.10 If

the Cardholder pays to the Bank any amount which is in excess of the New Outstanding Balance of the Card, the Bank retains the right as it deems necessary, to verify the reasons for such excess payments and accordingly to process or not to process such payments and to return the payments to the Cardholder. 5.11 without prejudice to any other provisions, if the Cardholder is traveling or outside the UAE on the Payment Due Date or on any other date when a payment of whatsoever description or nature is due to the Bank, whether under these Terms and Conditions or under the Card Account, or for any other reason or cause that the Bank may deem fit in its absolute discretion, the Bank reserves the right at any time and without any notice, to combine, consolidate and setoff or transfer any sum standing to the credit of all or any account(s) of the Cardholder with the Bank of whatsoever description and wheresoever located and whether in UAE Dirhams or in any other currency, including a joint account with a Supplementary Cardholder, in or towards discharge of all Charges, fees and/or sums due to the Bank, and the Cardholder hereby authorizes the Bank to convert and transfer such sums in his account at the Bank's prevailing exchange rates determined by the Bank at its sole discretion. 5.12 The Bank's acceptance of late payments or partial payments or cheques marked as constituting payment in full or otherwise of the Card Account or any indulgence granted by the Bank in the failure to collect the amounts due from the Cardholder as and when they are so entitled under these Terms and Conditions shall not operate as a waiver by the Bank nor modify these Terms and Conditions in any respect nor prevent the Bank from later enforcing any of its rights under these Terms and Conditions to collect the amounts due hereunder. 5.13 A Cardholder may choose to effect payment by depositing cash or cheques in any of the ATM designated by the Bank. The Bank shall not be liable for any loss or delay caused by the use of the ATM. Cash deposited at a ATM shall only be credited to the Card Account after verification by the Bank (which verification shall be conclusive and binding against the Cardholder) and any statement issued on making a deposit shall only represent what the Cardholder purports to have deposited and shall in no way bind the Bank as to its correctness. 5.14 A Cardholder will not be allowed to transfer funds from one Card Account to another in settlement of the dues of a Card Account. 5.15 If the Cardholder holds other Cards issued by the Bank, and any of these Cards are cancelled for any reason whatsoever, then the Bank may in its absolute discretion without notice, combine or consolidate the account of the cancelled Card, whether in UAE Dirhams or in any other currency, with the Card Account, and may do so notwithstanding that the balances on such accounts may not be expressed in the same currency, and the Cardholder hereby authorizes the Bank to offset any such combination or consolidation with the necessary conversion at the Bank's prevailing exchange rates. The Statement of Account sent to the Primary Cardholder shall thereafter show particulars of the New Outstanding Balance of the consolidated Card Account. 5.16 All payments by the Customer to the Bank with regard to the Card Account shall be made net of any taxes, withholdings, fees, levies or other deductions. 5.17 All Card Transactions and all other Charges shall be debited to the Card Account in the billing currency and shall be listed in the Statement of Account. The Bank shall be entitled at its sole discretion to vary the rate or method of calculation of the annual fees, handling charges, additional charges, finance charges, the specified Minimum Payment Due and /or late payment charges or any other charges. 5.18 All payments made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, the Cardholder shall pay the Bank all exchange, commission and other charges or losses charged or incurred by the Bank in converting such payment to the billing currency. Such conversion shall be effected at such rate of exchange as may be conclusively determined by the Bank as at the date that it is recorded in the account. Any payment made by the Cardholder in the billing currency of the Card

Account will be credited to the Card Account only on the date of the Bank's posting of the funds (post realization) into the Card Account and where payment is made in any currency other than the billing currency, such payment shall be credited after the date when such payment is converted into the billing currency or when the relevant funds have been received for value by the Bank and assigned to the Card Account. For all foreign currency transactions made with the Card, a processing fee will be levied. 5.19 The Bank shall be entitled to treat the following as evidence of a debt properly incurred by the Cardholder to be debited to the Card Account: (a) any sales draft, transaction record, credit voucher, cash disbursement draft and/or other charge record bearing the imprint or other reproduction of embossed information printed on the Card and duly completed; and/or (b) the Bank's record of Cash Advances or of any other transactions effected by the use of the Card including but not limited to transactions effected via mail order, the telephone or the internet. 5.20 A handling charge as prescribed by the Bank is payable by the Cardholder to the Bank immediately upon a request to the Bank to issue a Replacement Card. Additional Charges as prescribed by the Bank are payable by the Cardholder to the Bank immediately upon the request to the Bank for the provision of copies of sales voucher/Cash Advance slip and any further services the Bank may provide from time to time. 5.21 Without prejudice to the Bank's rights at any time to take the appropriate legal action, the Bank may charge fees for any returned unpaid cheques drawn by the Cardholder in full or partial payment of any outstanding amounts in relation to the Card. 5.22 The Cardholder hereby expressly agrees that if any sums shall be due from the Cardholder to the Bank at any time under the Card Account, or if the Cardholder shall be liable to the Bank on any banking account or any other account, current or otherwise, in any manner whatsoever or if default is made by the Cardholder in relation to such accounts or in any other banking facilities granted by the Bank to the Cardholder, then and in such event, the whole outstanding balance on the Cardholder's account shall become immediately due and payable and the provisions of clause 8 hereof shall be applicable. 5.23 Any cheque deposit shall be acceptable for collection and the proceeds shall not be available until the cheque has been cleared and the proceeds paid to the Bank by the paying bank. Any cash deposits may only be regarded as having been received by the Bank upon crediting the same to the Card Account. 5.24 The Bank may at any time demand that the Cardholder deposits an undated cheque and/or pledge cash collateral in favour of the Bank for the amount that the Bank may require even when such a cheque and/or pledge of cash was not demanded when the Card was issued to the Cardholder. The Cardholder hereby authorizes the Bank to insert the date on the said cheque and to present it for payment on the inserted date against any amount due to the Bank. 5.25 Non-receipt of Statement of Account shall not be construed by the Cardholder to be sufficient reason for non-payment of dues in time. 5.26 The Bank will credit the Cardholder's Card Account with the amount of any refund only upon receipt of a properly issued credit voucher from the member establishment. Notwithstanding the foregoing, if a Card Transaction is disputed by the Cardholder and is subsequently proven to have been originated by him, the Bank retains the right to charge-back, as from the date when the Card Transaction took place, the Card Transaction amount along with the Charges and any additional fees and expenses incurred by the Bank in the investigation thereof. 5.27 The payment by the Cardholder of any sum to the Bank in respect of any Statement of Account shall constitute binding and conclusive evidence of the acceptance by the Cardholder of the entries shown on the Statement of Account. 5.28 A monthly Statement of Account detailing the amounts debited/credited to the Card Account will be mailed to the last known address of the Cardholder or notified to the Cardholder vide any other means as decided by the Bank and will be deemed to have been received by the Cardholder. 5.29 If the Cardholder disagrees with any debit or credit entry appearing in the monthly statement of account, it should be communicated to the Bank in writing within 14 days from the date of the Statement of Account, failing which it shall be deemed conclusive. 5.30 The Cardholder agrees that subject to manifest error the records of the

Bank of any Card Transaction effected by the use of the Card shall be conclusive and binding on the Cardholder for all purposes. 5.31 For settlement of Card Transactions, a Cardholder may nominate his current/ savings account maintained with the Bank for direct settlement. In such instance the Cardholder agrees that the Bank reserves the right to determine the priority of any such instruction against cheques presented for payment or any other arrangements made with the Bank. 5.32 Settlement of card transactions may be made directly in cash, by cheque or by transfer from an account maintained with the Bank. 5.33 Cardholders have the option to settle their credit card payments in cash using external cash collection vendors as contracted and communicated by the Bank. 5.34 The cash collection vendor will forward all funds to the Bank for onward credit to the Cardholder's Card Account with the Bank. 5.35 The cash deposit may only be regarded as having been received by the Bank upon crediting the same to the Card Account. 5.36 The Bank will not be responsible for payments received after cut off time and / or any reversal of any fees and charges related to the Card Account.

6. SUPPLEMENTARY CARD

6.1 The Bank may in its absolute discretion issue a Supplementary Card to a person nominated by the Cardholder and approved by the Bank. The Issue of the Supplementary Card(s) shall be subject to such terms and conditions that the Bank may deem necessary. 6.2 The Terms and Conditions applicable herein to the Primary Cardholder shall apply mutatis mutandis (i.e. with the necessary changes) to the Supplementary Cardholder. Every Supplementary Cardholder shall be jointly and severally liable with the Primary Cardholder for costs, for all goods, services, Cash Advances obtained and all Card Transactions and all Charges generated by the use of the Primary Card as well as the Supplementary Card. 6.3 The Credit Limit assigned to the Cardholder is inclusive of the Credit Limit of the Supplementary Cardholder. The Primary Cardholder and the Supplementary Cardholder shall not permit the total of the Charges incurred through their respective Cards to exceed the Credit Limit. A Supplementary Cardholder may be assigned a specific limit that shall constitute the maximum credit limit on the Supplementary Card. However, this in no way absolves the Primary Cardholder from being fully liable to the Bank for debts incurred by the Supplementary Cardholder in excess of the maximum credit limit assigned to the Supplementary Cardholder. 6.4 The Validity of the Supplementary Card is dependent on the Validity of the Primary Card. Upon termination of the Primary Card or the Primary Cardholder's Card Account with the Bank, for whatever reason, the Supplementary Cards(s) shall also be terminated. The termination of the Supplementary Card for whatever reason shall not terminate the Primary Card or the Card Account. 6.5 The undertakings, liabilities and the obligations of the Primary Cardholder and the Supplementary Cardholder to the Bank and the Bank's rights herein shall not be affected in any way by any dispute or counterclaim which the Primary Cardholder and the Supplementary Cardholder may have against each other. 6.6 The Primary Cardholder shall indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise incurred by the Bank by reason of any legal disability or incapacity of the Supplementary Cardholder or any breach of these Terms and Conditions by the Supplementary Cardholder. 6.7 If the Primary Cardholder assigns to the Supplementary Cardholder a specific limit that constitutes the maximum credit limit on the Supplementary Card, the Supplementary Cardholder may, subject to such Supplementary card credit limit, make cash withdrawals up to the cash withdrawal amount available to the Primary Cardholder under the Credit Limit.

7. Loss of Card and PIN

7.1 The Cardholder shall be fully liable for all Card Transactions with the PIN whether with or without the knowledge of the Cardholder. 7.2 The

Cardholder shall use all reasonable precautions to prevent the loss or theft of the Card and shall not disclose the PIN to any party. 7.3 In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately notify the said loss, theft or disclosure together with the particulars thereof and of the Card to the Bank and the Police of the country where such loss or theft or disclosure occurred. 7.4 The Cardholder shall be and remain fully liable to make payment to the Bank for any debit to the Card Account arising from any Card Transactions, goods or services supplied by the Merchants, Cash Advances or ATM transactions effected through the use of the Card by any person whether with or without knowledge of the Cardholder and irrespective of whether they were authorized by the Cardholder or not. 7.5 The Bank may at its absolute discretion issue a replacement for any lost or stolen Card or a new PIN on these Terms and Conditions or such other Terms and Conditions the Bank may deem fit. 7.6 In the event that the Cardholder recovers the lost or stolen Card, he shall immediately return the same cut in half to the Bank without using it. The Cardholder shall not use the PIN after reporting to the Bank of the disclosure of the same to any party.

8. Termination

8.1 Notwithstanding the payment provisions outlined under clause 5 above, all amounts outstanding on a Card Account (including that of all Supplementary Cards) together with the amount incurred by the use of the Card but not yet charged to the Cardholder's Account shall be payable immediately in full upon the termination of this Agreement. 8.2 The Cardholder may at any time notify the Bank of his intention to close the Card Account and terminate the use of all Cards by giving a notice in writing and returning all Cards cut into half to the Bank. The Card Account shall be closed only after the receipt by the Bank of all Cards cut in half and full payment of all Charges and other liabilities under the Card Account. 8.3 The Primary Cardholder or any Supplementary Cardholder may at any time terminate the use of the Supplementary Card by giving notice in writing and by returning the Supplementary Card, cut in half to the Bank. In such an event all Cardholders including the Supplementary Cardholder whose use of the Card has been terminated shall be and shall continue to be jointly and severally liable to the Bank for all Charges and other liabilities in accordance with these Terms and Conditions save that the Supplementary Cardholder whose use of the Card has been terminated shall not be liable for Charges and other liabilities incurred by the Primary Cardholder and other Supplementary Cardholders (if any) after the Bank's receipt of the cut Supplementary Card. 8.4 The Bank may at any time recall all or any Card(s) and terminate its/their use or refuse to renew with or without giving prior notice to the Cardholder. The Cardholder shall immediately after such recall, termination or non-renewal return such Card(s) cut in half to the Bank and make full payment of all Charges and liabilities to the Bank. 8.5 The Bank shall terminate the use of the Card without notice upon the death, incapacity, bankruptcy or insolvency of the Cardholder or when the whereabouts of the Cardholder become unknown to the Bank due to any cause not attributable to the Bank. 8.6 In the event of the Cardholder's bankruptcy, death, incapacity or insolvency, the holder(s) of Supplementary Card(s) will immediately cease use of the Card(s) and return them to the Bank. 8.7 Notwithstanding the Payment Due Date specified in the Cardholder's Statement of Account, the whole of the outstanding balance on the Cardholder's account shall become due and payable upon the cancellation or termination of the Card. The Cardholder and/or his/ her estate, administrator, executor and/or guardian will be responsible for repaying in full any outstanding balances on the Card Account and shall keep the Bank indemnified for all costs (including legal fees and Charges)

and expenses incurred in recovering such outstanding balances. 8.8 The Bank shall not be liable to refund the annual membership fee for or any part thereof in the event of the termination of the Card. 8.9 In the event that any security is held by the Bank as collateral for the issuance of the Card, the Bank reserves the right to retain such Security for a period of at least 45 days following the Card being cancelled and returned to the Bank whether cancelled by the Cardholder or the Bank or following the Agreement being terminated. 8.10 If a credit card which, at the time of its cancellation, had an outstanding credit balance, the refund of any of the credit balance amounts shall be subject to a "transfer fee" as stated in the Bank's schedule of fees. All credit balance refunds shall only be allowed 45 days after the closure's date of the primary account and within three years following it.

9. EXCLUSION OF LIABILITY

9.1 The Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of: (a) Any loss or damage howsoever incurred or suffered by the Cardholder by reason of the Bank or a Merchant or other bank or financial institution or any ATM or other party refusing to allow a Card Transaction or refusing to accept the Card or the Card numbers or the PIN or refusing to extend or provide Cash Advances up to the Credit Limit or at all. (b) Refusal of any Merchant or member institution of MasterCard and/or Visa International to honour or accept the Card or for any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant or, where applicable, for any breach or nonperformance by a Merchant of a Card Transaction. (c) The malfunction of any ATM or disruption of communication systems. (d) The exercise by the Bank of its right to demand and procure surrender of the Card prior to the expiry date embossed on its face, whether such demand and surrender are made and/or procured by the Bank or by any other person or ATM (e) The exercise by the Bank of its right to terminate any Card or the Card Account pursuant to Clause 8 (f) Any injury to the credit character and reputation of the Cardholder in and about the repossession of the Card, any request for its return or the refusal of any Person to honour or accept the Card (g) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank pursuant to Clause 10 (h) Any dispute between the Cardholder and any Merchant or bank or financial institution or any other person. (i) the Bank acting in good faith upon the Cardholder's instructions. 9.2 The Bank shall not have any liability for any indirect, incidental or consequential loss or damages (including loss of profit), even if advised of the possibility of such loss or damages. 9.3 The Bank will not be responsible for any failure to perform any of its obligations hereunder if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event; in such case its obligations will be suspended for so long as the Force Majeure Event continues (and no other branch, subsidiary or affiliate shall become liable). 'Force Majeure Event' means any event due to any cause beyond the reasonable control of the Bank, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any clearing of payment system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government. 9.4 The Cardholder's liability to the Bank shall not in any way be affected by any dispute between the Cardholder and any Merchant or bank or financial institution or any other person or counterclaim or right to set-off which the Cardholder may have against such Merchant or bank or financial institution or person.

10. DISCLOSURE OF INFORMATION

10.1 The Cardholder irrevocably authorizes and permits the Bank to disclose and furnish such information that it deems fit concerning the Cardholder, the Card Account and his affairs to the Bank's subsidiaries, associates, branches, assignees, service providers, insurers, agents or other parties in order to enable the Bank to perform its obligations hereunder or to enforce the Customer's obligations hereunder. 10.2 The Bank shall have the right to check the credit standing of the applicant for the Card and/or check credit standing of the Cardholder at any time as and when the Bank deems fit without reference to him/her. The Customer consents to the disclosure of the last known address of the Customer to any Merchant, bank or Visa/MasterCard International or its successors and the disclosure of the Card numbers of the new, renewed or replacement Cards to Merchants and other interested persons.

11. INDEMNITY

The Cardholder undertakes and agrees to indemnify the Bank against any loss, damage, liability, costs and expenses whether legal or otherwise which the Bank may incur by reason of these Terms and Conditions or any breach thereof or the enforcement of the Bank's rights as herein provided. All costs and expenses in such regard may be debited to the Card Account and shall be payable by the Cardholder. For the avoidance of doubt, the indemnification obligations of the Cardholder hereunder shall survive the termination of the Card(s).

12. RIGHT TO SET-OFF

12.1 In addition to any general right to set-off or other rights conferred by the law to the Bank, the Cardholder agrees that the Bank may in its absolute discretion at any time and without notice combine and consolidate all or any account(s) held either individually or jointly, of the Cardholder with the Bank of whatever description and wherever located and whether in UAE Dirham or in any other currency or set-off or transfer any sum standing to the credit of any such account(s) including a joint account with a Supplementary Cardholder in or towards discharge of all sums due to the Bank under any account(s) of the Cardholder with the Bank of whatever description or wherever located and whether in UAE dirham or any other currency and may do so notwithstanding that the balances of such account(s) and the sums due may not be expressed in the same currency and the Cardholder hereby authorizes the Bank to offset any such combination, consolidation, set-off or transfer with the necessary conversion at the Bank's prevailing exchange rates which shall be determined by the Bank at its absolute discretion. 12.2 For the purpose of enabling the Bank to preserve intact the liability of any party including the Cardholder once a writ or summons has been issued or to prove the bankruptcy or insolvency of the Cardholder or for such other reasons as the Bank thinks fit, the Bank may at any time place and keep for such time as the Bank may think prudent any monies received, recovered or realized hereunder or under any other security or guarantee to the Credit of the Cardholder as the Bank shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

13. NOTICES

13.1 The Cardholder must promptly notify the Bank in writing of any changes in employment or business or address (office and/or residential). 13.2 If the Cardholder leaves the UAE to take up residence elsewhere, all Cards shall be returned to the Bank 14 days prior to the Cardholder's departure and the use of the Card and Supplementary Card(s) shall be deemed to be terminated and clause 8 shall apply. 13.3 Instructions sent

by the Cardholder to the Bank through facsimile communication shall be considered valid and binding on the Cardholder and the Bank may act upon instructions conveyed through this method. The Customer understands that the Bank may process any instruction that the Bank believes in good faith to have been issued by the Customer or the Customer's authorized representative(s) and that the Bank will not be obliged to seek confirmation of the authenticity of the instruction. 13.4 All Cards, PIN, Statement of Account, demands, notices or any other communication under these Terms and Conditions may be delivered personally or sent by ordinary post to the last known billing or other address or sent by an SMS to the last known mobile number or sent by an e-mail to the last known e-mail address or sent by a facsimile to the last known facsimile number of the Cardholder and such communication shall be deemed to have been served on the Cardholder on the day of delivery if delivered by hand, on the next business day after posting, if sent by post, on the same business day, if sent by SMS, e-mail or facsimile. The Cardholder will bear all risk of harm, loss, transmission errors, telecommunications systems failure, communications networks problems or damage in connection with the delivery of all Cards, PIN, Statement of Account, demands, notices or any other communication through any of the modes of communication mentioned above. The Bank may use copies, printouts or electronic versions of facsimiles, e-mail, SMS and other electronic transmissions and data in any court, arbitral or other legal proceedings. 13.5 All Communications under these Terms and Conditions sent to the Primary Cardholder or the Supplementary Cardholder shall be deemed to be communication sent to both.

14. GENERAL

14.1 The Cardholder authorizes the Bank at its discretion to record any instructions on telephone, email or facsimile and to use such records as evidence in a court of law or other legal proceedings. 14.2 The Cardholder shall indemnify the Bank against any consequences, claims, proceedings or losses that may arise or be incurred by the reason of carrying of the telephonic instructions from or purported to be from the Cardholder. 14.3 The Bank shall be entitled to appoint an agent to collect all sums due to the Bank from the Cardholder under this agreement. 14.4 The Bank shall be entitled at any time without the consent of the Cardholder to assign the whole or any part of its rights or obligations under this Agreement with or without notice to the Cardholder. 14.5 The Cardholder undertakes to sign such further document as may be requested by the Bank from time to time. 14.6 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law. 14.7 The Terms and Conditions herein are binding upon the Cardholder and he shall not assign his obligations herein to any one else. 14.8 Each of these Terms and Conditions shall be severable and distinct from one another and if at any time any one or more of such Terms and Conditions is or becomes invalid, illegal or unenforceable, the validity, legality or the enforceability of the remaining provisions shall not in any way be affected or impaired thereby. 14.9 The Bank may at any time waive, either unconditionally or otherwise, any of these Terms and Conditions or any default or breach of the Cardholder, provided that such waiver is given in writing by the Bank and save as aforesaid no condoning or excusing of and no neglect or forbearance on the part of the Bank or any default or breach of any of these Terms and Conditions shall operate as waiver of the Bank's rights and powers and no waiver shall be inferred from or implied by anything done or not done by the Bank unless expressed in writing to the Bank. Any waiver shall operate only as a waiver of the particular matter to which it relates and shall not operate as a waiver or release of any of these Terms and Conditions. 14.10 In connection with the special discounts/offers made by the respective Merchants, the Bank does not hold out any warranty or make any representation of the delivery, quality, design, specifications, availability or otherwise set out in respect of these offers. 14.11 In connection with the special discounts/offers made by the respective Merchants, the Bank will not be held responsible where any of the Merchants withdraws, cancels,

alters or amends these products/services. Also the Bank reserves the rights to change the benefits available to Cardholders at any time without prior notice. 14.12 These Terms and Conditions supersedes any other terms and conditions issued by the Bank in connection with the issue of Card(s).

15. VARIATION OF TERMS

15.1 The Bank may from time to time change these Terms and Conditions. Subject to the requirements of statute, notification of any such change shall be given to the Cardholder by the Bank either in writing or by publication thereof. Such Changes shall apply on the effective date specified by the Bank and shall apply to all unpaid finance charges, fees, Cash Advances, costs and Card Transactions. 15.2 Retention or use of the Card after the effective date of any such change of Terms and Conditions shall be deemed to constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed change, the Cardholder must terminate use of the Card by giving prior written notice to the Bank and return the Card cut in half to the Bank prior to the effective date.

16. GOVERNING LAW

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the UAE and the Cardholder hereby submits irrevocably to the laws of the non-exclusive jurisdiction of the civil courts of the UAE, which shall include without limitation the courts of the Dubai, the Dubai International Financial Centre and the Small Claims Tribunal of the Dubai International Financial Centre, such submissions shall however not prejudice the rights of the Bank to bring proceedings against the Cardholder in any other jurisdiction.

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 the Bank, which shall also apply to each of the special benefits covered in this Part II.

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. Balance Transfer:

The following terms and conditions are applicable:

1.1 "Balance Transfer" means the transfer of all or part of the outstanding balance under the credit card issued by third party bank(s) to a Cardholder into the Card Account of the said Cardholder.

1.2 "Balance Transfer Amount" means the amount of the Balance Transfer that is debited to the Card Account.

1.3 "Balance Transfer Period" means such period from the date the Balance Transfer Amount is debited to the Card Account as the Bank may determine in its discretion.

1.4 "Reduced Interest Rate" means the special interest rate that the Bank will charge the Cardholder during the Balance Transfer Period.

1.5 Balance Transfer benefit will be offered, at the Bank's sole discretion, to customers provided they meet the eligibility criteria determined by the Bank from time to time for this benefit.

1.6 The Bank shall grant the Balance Transfer benefit at its sole discretion and reserves the right to refuse to grant a Balance Transfer without revealing the reasons for such refusal. The Bank may by notice to the Cardholder cancel its commitment to make available a Balance Transfer benefit or to reduce the amount of the Balance Transfer benefit being made available to the Cardholder.

1.7 The Balance Transfer Amount shall be determined by the Bank in its sole discretion, subject to a minimum of UAE Dirhams one thousand (AED 1000) or such other amount as may be determined by the Bank from time to time.

1.8 The Balance Transfer, if approved by the Bank, will be by way of debit to the Card Account of the Cardholder of the Balance Transfer Amount and disbursal by the Bank of the Balance Transfer Amount by way of a Pay Order drawn in the name of the third party bank(s) and sent to the last known address of the Cardholder by courier or such other means as the Bank deems fit. The Bank will not be liable to pay to the third party bank(s) any overdue charges, late payment fees, finance charges, or any other charges that may arise as a result of late payment of the Balance Transfer Amount.

1.9 The Reduced Interest Rate shall be determined by the Bank at its sole discretion and will be charged to the Balance Transfer Amount from the date of debit of the Balance Transfer Amount to the Card Account until the expiry of the Balance Transfer Period. On expiry of the Balance Transfer Period, interest will be charged on all outstanding balances in the Card Account including all outstanding fees and charges, at such rates as may be prescribed by the Bank.

1.10 If the Cardholder pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, the Bank may, in its sole discretion, cease to charge the Reduced Interest Rate and instead charge a higher interest rate on the outstanding amount in the Card Account including the Balance Transfer Amount.

2. Credit Card Loan:

The following terms and conditions are applicable to the Credit Card Loan product:

2.1 Credit Card Loan shall mean a loan that is granted to a Cardholder in accordance with and subject to these terms and conditions.

2.2 The Credit Card Loan product will be offered to Cardholders who meet the eligibility criteria determined by the Bank from time to time for this product.

2.3 A Cardholder interested in availing a Credit Card Loan must apply to the Bank requesting the Credit Card Loan product. The Bank may grant a Credit Card Loan at its sole discretion and reserves the absolute and unqualified right to refuse a Cardholder's Credit Card Loan application without assigning or stating any reason(s) for such refusal. The Bank may by notice to the Cardholder cancel its commitment to make available a Credit Card Loan or reduce the amount of the Credit Card Loan.

2.4 The amount of any Credit Card Loan shall be determined by the Bank in its sole discretion and in all cases shall not exceed the Cardholder's unutilised Credit Limit.

2.5 The Credit Card Loan, if approved by the Bank, will be disbursed by way of a banker's cheque drawn in the name of the Cardholder and sent to the last known address of the Cardholder by courier or such other means as the Bank deems fit.

2.6 Details of interest rate, tenure of the Credit Card Loan and all other fees and charges applicable to the Credit Card Loan are listed in the accompanying Service & Price Guide. The Service & Price Guide may be amended from time to time by the Bank giving advance notice to the Cardholder.

2.7 Subject to the Bank agreeing to make available to the Cardholder a Credit Card Loan, and in consideration thereof, the Cardholder agrees to repay the principal amount of the Credit Card Loan and all interest, charges and fees applicable to the Credit Card Loan and/or payable hereunder.

2.8 The Bank will provide the Cardholder with a schedule of the monthly repayment installments. Each monthly installment of a Credit Card Loan will include amounts for the repayment of principal and interest.

2.9 The Credit Card Loan monthly installments shall be billed to the Cardholder in the Statement of Account. Billing shall commence from the first Statement of Account sent to the Cardholder following the disbursement of the Credit Card Loan.

2.10 The Cardholder shall be liable to pay the monthly installment billed to the Statement of Account regardless of the Cardholder's utilization or non-utilisation of the Credit Card. If the Cardholder returns the original banker's cheque to the Bank leaving the Credit Card Loan unused, any principal repayments charged to the Card Account will be credited to the Card Account. Any interest payments and fees charged to the Card Account will not be refunded to the Customer and will be deemed as charges payable by the Customer for the cancellation of the Credit Card Loan.

2.11 If the Cardholder pays less than the Minimum Payment Due by the Payment Due Date specified in the Statement of Account, the Bank may, in its sole discretion, charge a higher interest rate on the outstanding amount under the Credit Card Loan.

2.12 The Cardholder may prepay the outstanding amount under the Credit Card Loan to the Bank in one lump sum payment. A prepayment fee at the Bank's prevailing rate shall be charged to the Cardholder in this case.

2.13 The Bank may at its sole discretion allow the Cardholder to avail an additional Credit Card Loan provided the aggregate of all Credit Card Loans availed by the Cardholder is within his/her Credit Limit.

2.14 The Bank reserves the right, at its sole discretion, to declare all outstanding amounts under the Credit Card Loan and all fees, costs and interest accrued and unpaid thereon and all other amounts payable to the Bank to be immediately due and payable.

2.15 The Bank reserves the right to terminate and/or withdraw the Credit Card Loan product without prior notice.

2.16 The Cardholder certifies that all information provided to the Bank in connection with an application for Credit Card Loan will be complete, true and accurate.

2.17 The Cardholder agrees that the Cardholder's application and/or usage of a Credit Card Loan product establishes the Cardholder's full and informed consent to these Terms and Conditions.

3. Credit Shield

The rights and obligations of any Cardholder subscribing to the Credit Shield benefit shall be governed by the following terms and conditions.

A. DEFINITIONS

For the purpose hereof the following definitions apply unless the context otherwise requires.

"Accident" means an accident where the bodily injury is caused solely and directly by external violent means, is unexpected, unforeseeable and not on attributable to the Cardholder's intentional self-injury or suicide.

"Benefit" means the indemnity payable under the Credit Shield for Death, Critical Illness, Permanent Total Disablement or Involuntary Loss of Employment.

"Cardholder" means the Primary Cardholder.

"Claimant" means the Cardholder who makes a claim or the Cardholder in respect of whom a claim has been made.

"Commencement Date" means the date the Cardholder is accepted for Credit Shield.

"Cover Period" means the period starting on the Commencement Date during which the Benefits under the Credit Shield shall be available.

"Credit Card Facility" means the Card which has been nominated as the facility to which the Credit Shield is to apply.

"Credit Shield" means the insurance provided by the Insurer for an Event.

"Critical Illness" means the first diagnosis of any of the following critical illnesses during the period of Credit Shield:

- Cancer, Coronary Artery (Bypass) Surgery, Heart Attack (Myocardial Infarction), Kidney Failure (End Stage Renal Disease), Stroke, Major Organ Transplant or Multiple Sclerosis.

"Date of Event" means any one of the following occurring during the Cover Period:

- In respect of Death the date of Death.
- In respect of Critical Illness and Permanent Total Disablement, the date of recognition of the Critical Illness or Permanent Total Disablement by a licensed medical practitioner.
- In respect of Involuntary Loss of Employment, the date of notice of termination served to the Cardholder.

"Death" means death by Injury or Illness.

"Event" means Death, Critical Illness, Permanent Total Disablement or Involuntary Loss of Employment.

"Force Majeure Event" means any circumstances not within the reasonable control of the Bank and/or the Insurer, without limitation:

- (a) any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials or components;
- (b) any destruction, temporary or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials;

(c) any breach of contract, default or insolvency by or of any third party (including an agent or sub-contractor), other than a company in the same group as the Bank and/or the Insurer, or an employee or officer of the Bank and/or the Insurer or company;

(d) any action taken by a governmental or public authority of any kind, including, without limitation, not granting a consent, exemption, approval or

clearance or imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition;

(e) any civil commotion or disorder, riot, invasion, war (whether war be declared or not), threat of or preparation for war;

(f) any accident, fire, or explosion, (other than in each case, one caused by a breach of contract by or assistance of the Bank and/or the Insurer) storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

"Illness" means a disease or sickness first occurring after the Commencement Date.

"Indebtedness" means the total amount outstanding on the Card Account as the Date of Event excluding any credit facility availed by the Cardholder under the Card after the Date of Event, subject to a maximum of the Credit Limit.

"Injury" means bodily injury resulting from an Accident occurring after the Commencement Date.

"Insurer" means the insurance company providing Credit Shield to the Cardholder.

"Involuntary Loss of Employment" means loss of employment for the Cardholder arising out of the unilateral decision of the Employer to terminate his employment contract without citing any reason or for any other reason other than those excluded, provided the Cardholder has been in the full time permanent employment of such employer for at least 6 months.

"Maximum Coverage Age" means the following age (s) upon attainment of which the Cover ceases in respect of the Cardholder.

- i. Death/ Critical Illness / Disablement: 65 years
- ii. Involuntary Loss of Employment: 59 years

"Permanent Total Disablement " means any of the following occurring as a result of the Injury or Illness arising out of a cause not specifically excluded under the Credit Shield:

- a) Permanent Loss of sight of both eyes.
- b) Physical severance / amputation of two limbs.
- c) Complete and Permanent Paralysis.

and as consequence the Cardholder is rendered unable to earn income in any occupation, trade or profession for which the Cardholder could reasonably be expected to be suited through education, training or experience and provided that such disability shall be for a period of six consecutive months and the Insurer is satisfied that the Cardholder will be so rendered indefinitely. These time limits will not be applicable in the case of physical severance/amputation of limbs.

"Pre-existing Condition" means illness, disease or sickness occurring or manifesting prior to the Commencement Date for which advice or treatment for a disease or sickness was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within the twelve months immediately prior to the Commencement Date.

"Re-employment" means accepting and starting work for a new employer or the same employer under a new employment contract within 12 (twelve) months from the date of actual unemployment.

B. BENEFITS AND LIMITATION ON PAYMENT OF BENEFITS.

B.1 Subject to these terms and conditions the following Benefits are available under Credit Shield:

(a) **Death, Critical Illness or Permanent Total Disablement Benefit**
Upon the Death, Critical Illness or Permanent Total Disablement of the

Cardholder, the Insurer will pay to the Bank, on account of the Credit Shield cover of the Cardholder, the amount of his/her Indebtedness subject to a maximum of the amounts mentioned below:

Type of Card	Maximum amount
Platinum	AED 100,000/-
Simplylife cash back credit card	AED 75,000/-
Gold	AED 75,000/-
Standard/Classic	AED 50,000/-

Further upon Death, the immediate family of the Cardholder shall be entitled to the following as top-up cover:

Type of Card	Maximum amount
Platinum	AED 100,000/-
Simplylife cash back credit card	AED 75,000/-
Gold	AED 75,000/-
Standard/Classic	AED 50,000/-

(b) Involuntary Loss of Employment Benefit

Upon the Involuntary Loss of Employment of the Cardholder, the Insurer will pay to the Bank, on account of the Credit Shield cover of the Cardholder, an amount equal to ten (10%) per cent of the Cardholder's Indebtedness as on the Date of Event subject to a maximum of UAE Dirhams four thousand (AED 4000) for every month of unemployment up to a maximum of twelve (12) months. However, the Involuntary Loss of Employment Benefit will not be payable for the first thirty (30) days from the Date of Event and only if the Date of Event falls after ninety (90) days after the Commencement Date.

C. EXCLUSIONS

C.1 No Benefits for Death, Critical Illness or Permanent Total Disablement will be payable in respect of a Cardholder under the Credit Shield where the Event giving rise to the Benefit occurs as a result of:

- (i) Death by suicide within twelve (12) months of the Commencement Date;
- (ii) Illness occurring within thirty (30) days of the Commencement Date;
- (iii) Any deliberate self-inflicted injury and/or self medication without a proper prescription from a licensed medical practitioner;
- (iv) The effects of or complications arising from pregnancy;
- (v) Any Accident occurring on, in or about any aircraft other than an aircraft in which the Cardholder was traveling as a bona fide paying passenger and which is operated by a licensed commercial or chartered airline;
- (vi) Nuclear Radiation, Nuclear Fission, Nuclear Fusion and/or Radioactive Contamination;
- (vii) Riot, civil commotion, strikes and war (whether war be declared or not) rebellion, insurrection, popular rising, usurped power, terrorism;
- (viii) The influence of alcohol or drugs other than proper use of drugs prescribed by a qualified medical practitioner, provided however this exclusion is not applicable to a claim for Death Benefit;
- (ix) chronic illness/condition, provided however this exclusion is not applicable to a claim for Death Benefit;
- (x) Illness due to Pre-existing Condition which is established by the Insurer within one (1) month from the date of submission of all required claims documentation to the Insurer, provided however this exclusion is not applicable to a claim for Death Benefit in respect of Death occurring after a continuous period of six (6) months from the Commencement Date.
- (xi) 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.

C.2 No Benefits for Involuntary Loss of Employment will be payable in respect of a Cardholder under the Credit Shield:

- (i) where the Event giving rise to the Benefit:
- (a) arises in relation to an employment for a fixed term for less than two (2) years or part time or temporary employment;

- (b) is resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement;
- (c) is as a result of disability, sickness or accident or any other medical reasons (mental and/or physical); or
- (d) arises within 90 days of the Commencement Date;
- (e) arises as a result of the Cardholder's misconduct, refusal to accept orders from the superiors, criminal conviction, dishonesty or fraudulent act;
- (ii) where the Cardholder was aware of pending unemployment on or before the Commencement Date;
- (iii) where the unemployment is normal seasonal part of the employment or due to non-renewal of employment contract by the authorities;
- (iv) where the Cardholder has neither been terminated nor become redundant but his/her salary or allowances is being withheld in part or in full for any reason;
- (v) for the period for which payment from the employer is received instead of working notice;
- (vi) where termination of employment was due to voluntary retirement;
- (vii) where the employer fails due to a natural catastrophic peril;
- (viii) where the unemployment is as a result of Emiratisation.

D. GENERAL CONDITIONS

D.1 The Insurer will consider to accept for Credit Shield coverage any person nominated by the Bank who: (i) is a Cardholder; (ii) submits a properly completed application form; and (iii) conforms to any conditions imposed by the Insurer.

D.2 The Cardholder shall furnish the Bank with any information the Bank may require (including details of the state of his/her health) in respect of the Cardholder. Prior to acceptance, the Bank may, at its sole discretion, require the Cardholder to undergo a medical examination by a legally qualified medical practitioner in the manner the Bank deems fit.

D.3 The Benefits under the Credit Shield will be available only to the Cardholder and not to any "Supplementary Cardholder". However, the total outstanding balance of Card account including multiple cards and supplementary cards will be considered for purposes of calculation of the Indebtedness.

D.4 No Benefits under Death, Critical Illness and Permanent Total Disablement will be paid in respect of a Cardholder who has not attained the age of eighteen (18) or who attains the age of sixty five (65) (at which time that Cardholder will cease to be covered by Credit Shield for Death, Critical Illness and Permanent Total Disablement).

D.5 No Benefits under Involuntary Loss of Employment will be paid in respect of a Cardholder who has not attained the age of eighteen (18) or who attains the age of fifty nine (59) (at which time that Cardholder will cease to be covered by Credit Shield for Involuntary Loss of Employment).

D.6 In the event of Involuntary Loss of Employment and related Benefits being provided to the Cardholder, the Cardholder shall notify the Insurer immediately upon Re-employment but not later than fifteen (15) days from the date of Re-employment. Failure to notify the Insurer shall render such Benefits fully recoverable by the Insurer.

D.7 No Benefits will be payable in respect of a Cardholder who has attained the Maximum Coverage Age.

D.8 Subject to the other terms and conditions contained herein, Credit Shield will be provided from the Commencement Date to the Cardholder who requests the Credit Shield. Upon acceptance by the Bank of such request the Cardholder will be charged such fees as are mentioned in the Service & Price Guide.

D.9 The Cardholder has the option to cancel the Credit Shield availed by him/her at any time.

D.10 No Benefits under the Credit Shield will be provided unless the premium has been paid by the Cardholder.

D.11 The premiums payable under the Credit Shield will be charged to the Card Account on a monthly basis from the Commencement Date. Subject only to manifest error, the Cardholder accepts the calculations of the Credit Shield premiums as conclusive and binding. Further, the failure of the Cardholder to notify the Bank in writing within thirty (30) days of the date of any Statement of Account listing a Credit Shield premium of any dispute as to such premium shall constitute an irrevocable waiver by the Cardholder of any right to dispute or challenge such premium.

E. TERMINATION OF CREDIT SHIELD

E.1 Without prejudice to any other provision herein, the Credit Shield cover shall terminate on the occurrence of any one of the following:

- (i) Cancellation of the Credit Card Facility;
- (ii) The Cardholder having attained the Maximum Coverage Age;
- (iii) After the payment of Benefits, if applicable, to the Cardholder or Claimant, as the case may be, for the Cardholder's Death, Critical Illness or Permanent Total Disablement;
- (iv) The Card Account falls overdue by over ninety (90) days, provided however, the Credit Shield will be re-instated upon settlement by the Cardholder of all overdues;
- (v) The Cardholder becoming unemployed voluntarily. However, the any time termination shall be only in respect of the Benefit in relation to Involuntary Loss of Employment;
- (vi) six (6) months prior to the Cardholder's normal retirement age depending upon the age of the Cardholder and the law of the place where he/she is employed. However, the termination shall be only in respect of the Benefit in relation to Involuntary Loss of Employment.
- (vii) Non-payment of premiums for the Credit Shield as they fall due;
- (viii) If any claim is in any way determined to be fraudulent or unfounded;
- (ix) If any information provided to the Bank and/or the Insurer in relation to the Credit Shield proves to be incorrect or is materially altered without the written consent of the Bank; or
- (x) Termination of the Credit Shield by the Bank or the Cardholder at any time in accordance with the terms and conditions of the Credit Shield.

F. CLAIMS PROCEDURES

F.1 For details on the procedure to raise a claim, please contact the ADCB Contact Centre at:

ADCB Contact Centre
P. O. Box 939
Abu Dhabi, U.A.E.
Tel : 800 2030

G. FORCE MAJEURE

G.1 The Bank shall not be deemed to be in breach of these terms and conditions or otherwise liable to the Cardholder as a result of any delay or failure in the performance of its obligations under these terms and conditions if and to the extent that such delay or failure is caused by a Force Majeure Event and the time for performance of the relevant obligation(s) shall be extended accordingly. The Cardholder shall be relieved from any obligation to make payments to the Bank for the services to be provided under these terms and conditions for so long as the same continues, except in respect of services which are or have been actually provided, and which comply with these terms and conditions.

H. GENERAL

H.1 Subject to these terms and conditions and unless the context hereof otherwise requires, the Credit Shield shall also be governed by the terms and conditions of the Card contained in Part I hereof.

H.2 The Bank does not offer insurance advice or underwrite or issue insurance policies. The Credit Shield is underwritten and issued by an Insurer who is licensed in the UAE and is not the obligation of the Bank.

H.3 The Bank shall not at any time be deemed as an agent or representative of the Insurer. Cardholder shall raise any claims, complaints and/or disputes directly with the Insurer.

H.4 The territorial limit in respect of Death, Critical Illness or Permanent Total Disablement is 'worldwide' and in respect of Involuntary Loss of Employment is 'United Arab Emirates'.

H.5 These terms and conditions are subject to the jurisdiction of the competent courts in the United Arab Emirates.

H.6 The Bank/Insurer reserve the right, at any time, to change the terms,

conditions and rates and/or reject, discontinue or cancel Credit Shield without assigning any reason.

H.7 All Benefits payable hereunder shall be set-off against the outstanding balance under the Card Account.

H.8 The Cardholder shall not assign or transfer any of his/her rights and/or obligations under these terms and conditions. The Bank may assign or transfer its rights and/or obligations under these terms and conditions at upon notice to the Cardholder.

4. Personal Payment Plan

Terms and Conditions

Personal Payment Plan ("PPP"):

The following terms and conditions are applicable to the Personal Payment Plan product:

4.1 Personal Payment Plan shall mean a payment plan that may be offered by the Bank to a Cardholder under which he/she may select to pay in equal monthly instalments the amount charged by any Merchant for purchase of goods, services, benefits or reservation (the "Purchase Price") by the use of the Card or the Card numbers or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorized or made by the Cardholder, regardless of whether the Cardholder signs a sales slip or other voucher or form ("Transaction") in accordance with and subject to these terms and conditions.

4.2 The PPP is offered exclusively to Cardholders, as long as the Cardholders' Card Account is in good standing. Every Cardholder is automatically eligible to participate in the PPP provided the Purchase Price is not less than UAE Dirhams one thousand (AED 1000) and in all cases shall not exceed the Cardholder's unutilized Credit Limit.

4.3 A Cardholder interested in availing the PPP must after purchase of the goods, services, benefits or reservation contact the ADCB Contact Centre at their toll free number 800 2030 and request to convert the Transaction to PPP. The Cardholder must also select the tenor of the PPP of six (6), nine (9), twelve (12), eighteen (18) or twenty four (24) months or such other tenors that may be offered by the Bank.

4.4 The Bank will, after verifying the identity of the Cardholder, process the Cardholder's request in accordance with these terms and conditions. The Bank may approve the conversion of a Transaction to PPP at its sole discretion and reserves the absolute and unqualified right to refuse a Cardholder's request in this regard without assigning or stating any reason for such refusal. The Bank may by notice to the Cardholder cancel its commitment to convert the repayment of a Transaction to PPP or reduce the amount which can be converted to PPP.

4.5 If the Bank approves the conversion of a Transaction to PPP, the Bank in the first Statement of Account sent to the Cardholder following the conversion of a Transaction into PPP will state the Transaction that has been converted into a PPP, the amount of monthly repayment installment payable under the PPP and the pending number of instalments. Each monthly installment under PPP will include amounts for the repayment of principal and interest.

4.6 Subject to the Bank agreeing to convert the Transaction to PPP, and in consideration thereof, the Cardholder agrees to repay the Purchase Price together with interest of one (1%) percent on the Purchase Price each month and all charges and fees applicable to PPP (the "Total PPP Price").

4.7 The PPP monthly installments together with interest and all applicable fees and charges shall be included in the Minimum Payment Due and billed to the Cardholder in the Statement of Account. Billing shall commence from the first Statement of Account sent to the Cardholder following the conversion of a Transaction into PPP.

4.8 The Cardholder shall be liable to pay the monthly installment billed to the Statement of Account regardless of the Cardholder's utilization or non-utilization of the Credit Card.

4.9 If the Cardholder fails to make payment in full of two (2) consecutive PPP monthly installments, the Bank will cancel the PPP and the entire outstanding amount under the PPP shall become payable forthwith together with interest at two (2%) per month or such other rate as may be prescribed by the Bank.

4.10 The Cardholder may prepay the outstanding amount under a PPP to the Bank in one (1) lump sum payment. If the Cardholder returns the goods purchased under a PPP or the Transaction is otherwise canceled, then any refunds received by the Cardholder shall be utilized to prepay the outstanding amount under the PPP. A prepayment fee of UAE Dirhams fifty (AED 50) per Transaction or such other charge as may be prescribed by the Bank from time to time shall be charged to the Cardholder in this case.

4.11 The Bank reserves the right, at its sole discretion, to declare all outstanding amounts under the PPP including accrued interest and all fees and costs and all other amounts payable to the Bank to be immediately due and payable.

4.12 The Cardholder certifies that all information provided to the Bank in connection with an application for PPP is complete, true and accurate.

4.13 The Cardholder agrees that the Cardholder's application for PPP establishes the Cardholder's full and informed consent to these terms and conditions.

4.14 The Cardholder is aware of and consents to the risks associated with transmitting instructions ("Instructions") to the Bank via telephone and/or facsimile. The Bank is irrevocably authorized to rely on the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions, and the Cardholder shall not contest the authenticity of the Instructions believed by the Bank in good faith to be issued by the Cardholder. The Bank has no duty to obtain confirmation or make enquiry as to the Instructions. At the Bank's sole discretion, the Bank may decline to act upon the Instructions or request verification of the Instructions by such means as the Bank may deem appropriate.

4.15 The good(s) and any and all replacements, accessions and accessories thereto purchased by the Cardholder under the PPP shall be the Bank's absolute property until the Total PPP Price is paid in full and all of the PPP terms and conditions are completely complied with. The Cardholder will not be the owner of the good(s) until such date. The Cardholder shall not sell, rent, mortgage or assign the good(s) or encumber the good(s) or waive its acquisition or in any other way deal in the good(s) or transfer any interest therein to any person or party. The Cardholder shall exercise proper diligence in the use and maintenance of the good(s).

4.16 The Bank will not be liable for any damage or loss incurred by the Cardholder arising out of the purchase, installation, use or otherwise of the goods, services, benefits and/or reservations under the PPP nor shall the Bank be responsible in any way for their quality. Any complaint as to the quality of the goods, benefits or reservations purchased or services rendered through the PPP shall be referred to the relevant Merchant and shall not affect the Cardholder's obligation to continue paying the PPP monthly installments to the Bank. The purchase of the goods, services, benefits and/or reservations under the PPP shall be subject to the terms and conditions of the Merchant or provider of such goods, services, benefits and/or reservations which are of no concern to the Bank or to the obligation of the Cardholder to pay the PPP monthly installments to the Bank.

4.17 The Bank is entitled at any time and without any prior notice or liability to the Cardholder in any manner whatsoever to terminate the PPP or cancel or vary its benefits or features, or vary, or add or delete any of the PPP terms and conditions. However, such termination, cancellation or variance shall not affect transactions concluded by the Cardholder and accepted by the Bank under the PPP before such decision nor the Cardholder's obligation to pay the PPP monthly installments with respect to such transactions.

4.18 The Bank reserves the right to disqualify any Cardholder from further participation in the PPP, if in its judgment, that Cardholder has in any way violated any of these terms and conditions. Suspension and disqualification shall not lead to termination of transactions already concluded by the Cardholder and accepted by the Bank before such decision nor the Cardholder's obligation to pay the PPP monthly installments with respect to such transactions.

5. Family Protector Plus

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.

ADCB means Abu Dhabi Commercial Bank whose Head Office is in Abu Dhabi, United Arab Emirates.

Beneficiary means any individual named by the IP in the applicable Certificate of Insurance to whom the benefits under the Policy would be paid in case of death of the IP.

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 Certificate number, the name of the Insured Person(s), the benefits, limits as well as the Policy date and premium.

Children means the individuals as named in the Certificate of Insurance between 6 months and under 19 years of age (or 23 years if a full time student), unmarried and primarily dependent on the insured person.

Company means Oman Insurance Company.

Effective Date means the date IP has given consent to the telephone marketing person of the Bank or the date IP submitted the completed application form with valid payment instructions.

Deductible means the amount of expenses to be paid or supported by the IP, in excess of which the benefit becomes payable.

Family Protector Plus (FP) means the plan selected by the applicant and in which he has been successfully insured under, along with any other mentioned in the Certificate of Insurance.

He/She – where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

Hospital means an establishment which shall meet all of the following requirements: (a) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (b) operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (c) provides a 24-hour a day nursing service by registered or graduate nurses; (d) has a staff of one or more physicians available at all times; (e) provides organized facilities for diagnosis and major surgical procedures; (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and, other than incidentally, a place for alcoholics or drug addicts; (g) maintains X-ray equipment and operating room facilities.

Insured Persons (IP) means ADCB clients and their spouses and their children, as per the information on the Certificates of Insurance provided to the Insured.

Medical Expenses means expenses necessarily incurred by the IP(s) consequent to an accident for inpatient treatment in a hospital within the Territorial Limits.

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

Permanent and Total Disability (PTD) means the insured person's inability to engage in any gainful occupation or employment for the remainder of the Insured Person's life.

Premium means the monthly or annual premium payable by the Policy Holder to the Company, in consideration of the Insurance cover by the latter.

Pre Existing Illness means 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

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.

Spouse means legal husband or wife named in the Certificate of Insurance between 18 and 65 years of age.

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.

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.

SCOPE OF COVER

SECTION – I – DEATH DUE TO SICKNESS

In the event of a death of an IP due to any sickness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, the Company shall, subject to the limit(s) specified hereunder, indemnify the Beneficiary the sum as stated in the COI in accordance with the terms and conditions.

SECTION – II – DEATH DUE TO AN ACCIDENT

In the event of a Bodily Injury which results in death of an IP within 365 days after the date of the Accident, the Company shall pay the Beneficiary the sum as stated in the COI in accordance with the terms and conditions, less any other amount paid or payable under Section III or IV. However, sum insured for children will be AED Fifty Thousand (AED 50,000).

SECTION – III – PERMANENT PARTIAL DISABILITY (PPD)

In the event of a Bodily Injury, which results in permanent partial disability of the IP within 180 days of the date of Accident, the Company shall pay a percentage of the Sum Insured as stated in the COI in accordance with the Scale of Disabilities (percentage) mentioned hereunder:

Scale of Disability benefits (percentage):

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

For ankylosis of the fingers (other than the thumb) and of the toes (other than the big toe) 50% only of the compensation, which would be due for the loss of the said members, shall apply.

The total compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum insured under the Schedule of Compensation.

If the Insured person is left-handed, the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Compensation payable in respect of any permanent disablement not specified above other than loss of sense of taste or smell shall be assessed by the Company and shall in the opinion of the Company's medical advisers and without regard to the Insured Person's occupation be not inconsistent with the foregoing

SECTION – IV – ACCIDENTAL HOSPITALISATION EXPENSES

In the event of a Bodily Injury, which results in hospitalization of the IP within 30 days of the date of Accident, the Company shall reimburse the medical expenses necessarily incurred towards the cost of medical treatment up to a maximum sum as stated in the COI. However, the amount payable under this section for each child shall not exceed AED 5,000 (AED Five Thousand). A deductible of AED 100 (AED One Hundred) shall apply for each and every claim under this section.

CONDITIONS

1. CONTRACT

This policy, including the attached terms and conditions and any endorsements, if any, the proposal form and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made by the Policy Holder or an 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 defence of a claim hereunder, unless such statement is contained in the said Certificate of Insurance.

No Agent but only a duly authorised 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 Contract.

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

2. ELIGIBILITY

The IP is eligible for the benefits under the scheme only if he holds a valid UAE residence Visa.

3. AGE LIMITS

18 years to 65 years but for children 6 months to 18 years of age (or 23 years if a full time student), unmarried and primarily dependent on the insured person.

4. NOTICE OF CLAIM

Notice of any claim under this Policy shall be given by the Policyholder to the Company at its Head Office as soon as practicable but in any event within 30 days after the date of accident of the Insured Person.

5. SUFFICIENCY OF NOTICE

Such notice by or on behalf of the IP or the Beneficiary may given to the company or to any authorized agent of the Company, with particulars sufficient to identify the Insured 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 not to have been reasonably possible to give such notice and that was given as soon as was reasonably possible.

6. FRAUDULENT CLAIMS

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or his representatives or by anyone acting on his or their behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

7. CANCELLATION

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.

In the event the individual insurance offered to a named Insured under the policy for which the Annual Premium has been paid in advance is cancelled by the IP or the Company, the unearned premium shall be refunded on a pro-rata basis for the balance of the months of cover due under the plan.

8. 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 thereof receives the original of a copy. 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.

9. 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 an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

10. JURISDICTION

This Agreement is governed by UAE Law & all claims and/or disputes shall be subject to the Jurisdiction of the Competent Courts of Dubai, United Arab Emirates

11. COMPLIANCE WITH POLICY PROVISIONS

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

UNIFORM PROVISIONS

1. PREMIUMS

All premiums and applicable taxes are payable in advance by the IP on or before the date they become due; unless official notice of termination has been given, a grace period will be granted for the payment of any premium falling due after the first premium, subject to the terms of the Provision entitled Grace Period.

2. REVIEW / FREE-LOOK PERIOD

The Insured Person is entitled to a full refund of premium if coverage under the policy is cancelled upon written request of the Insured Person within thirty (30) days from the date the first premium is debited from the Insured Person's Visa / MasterCard Credit Card or

ADCB Account. 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.

3. GRACE PERIOD

A grace period of thirty (30) days will be granted for the payment of each premium falling due after the first premium, during which time the policy shall be continued in force, unless the policy has been cancelled in accordance with «Cancellation».

The Insured Person shall be liable to the Company for the payment of the premium for the period the policy continues in force. If loss occurs within the Grace Period, any premium then due and unpaid will be deducted on settlement.

4. PREMIUM PAYMENT AND COVERAGE EFFECTIVE DATE

Coverage in respect of each IP shall commence from the day the bank has received the signed application form or the telephone marketing person of the bank receives consent with valid premium payment instructions. As advised by IP the premium will be debited either to Visa | MasterCard Credit Card | ADCB Bank Account as applicable.

5. TERMINATION DATES OF CERTIFICATE OF INSURANCE

Insurance of any IP(s) shall terminate immediately on the earliest of:

- (1) the date the policy is terminated;
- (2) the date the Named Insured is no longer eligible within the definition of IP(s);
- (3) the premium due date if the required premium is not paid within the Grace Period;
- (4) the date the benefits are paid to the extent of the Principal Sum in respect of any Named Insured;
- (5) the date the Insured Person has attained the age of 65 years old.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

6. RENEWAL CONDITIONS

The policy may be renewed with the consent of the Company from term to term by payment of the premium in advance at the Company's rate in force at the time of renewal. Subject to provisions 7 and 8, the insurance in respect of the Insured Person(s) will be automatically renewed each month in the case of Monthly Premium and each year in the case of Annual Premium, subject to payment of premiums unless cancelled in writing by the Insured Person / the Company.

7. REINSTATEMENT OF POLICY

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 and shall only cover loss resulting from injury sustained after the date of such reinstatement.

8. AGE CORRECTION

If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be January 1st of such Insured Person's year of birth unless it is mentioned & confirmed by passport or National ID.

9. CLAIMS PROCEDURE

a. Documents to support the claim in respect of various benefits, required by the Company, include but are not limited to the following:

- i. Death due to sickness
 - Certificate of Insurance
 - Death Certificate
 - Police Report
 - Post-mortem report if it is legally required
 - 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 or National Identity Certificate
 - Any other document as may be required

- ii. Accidental Death
 - Certificate of Insurance
 - Death Certificate
 - Police Report
 - Post-mortem report if it is legally required
 - Copy of Passport or National Identity Certificate
 - Any other document as may be required

- iii. Permanent Total & Partial Disability
 - Certificate of Insurance
 - Disability Certificate from an authorized medical practitioner to assess disability
 - Police Report (where legally required)
 - Medical Report* with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any)
 - Copy of passport with visa page

* from an Authorized Medical Practitioner.

iv. Accidental Medical Expenses

- Certificate of Insurance
- Police Report (where legally required)
- Medical Report
- Discharge Summary with the final invoice.
- Any other documents as may be required.

b. The Company may, if need be, insist on the above documents to be provided in original for verification.

c. Documents in respect of death should be submitted within a maximum period of 180 days or any extension provided by the company from the date of death and documents in respect of medical expenses should be submitted within a maximum period of 90 days from the date of discharge from the hospital.

d. Claim Payment: Indemnity, if any, for Death of the Insured Person is payable to the beneficiary as evidence in the Certificate of Insurance, who shall be the legal beneficiary designated in writing provided such beneficiary survives the Insured Person by thirty (30) days, otherwise to the estate of the Insured Person. Any other accrued Indemnities, including payments for Accidental Death of spouse or dependants, will be paid to the Insured Person. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

10. MEDICAL EXAMINATION

The Company, at its own expense, shall have the right and opportunity to examine a Named Insured when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

11. CHANGE IN PREMIUM RATES AT POLICY ANNIVERSARY DATE

The Company may, at any time, change the premium rates effective each anniversary of the Policy Effective Date (monthly in case of monthly payment premium policies, and annual in case of annual premium payment policies), by advance written notice delivered to the Insured Person or mailed to his last address as shown on the records of the Company, no later than thirty (30) days prior to such anniversary of the Policy Effective Date.

12. 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.

13. 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

14. TERRITORIAL LIMITS

24 hours Worldwide but restricted to UAE in respect of Accidental hospitalization expenses.

15. OTHER INSURANCE

In case the IP having an existing medical insurance then this scheme will pay 50% of the actual expenses or 50% of the amount stated in the COI in respect of accidental Hospitalisation expenses whichever is less.

EXCLUSIONS

Exclusions applicable to death due to sickness:

No payment shall be made under this policy on the death of IP, if such death

occurs as a result of:

- i. Pre-Existing Illness
- ii. Effects or complications arising out of pregnancy or childbirth
- iii. Death attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and /or any mutant derivatives or variations thereof.

Exclusions applicable accidental benefits:

No payment shall be made under this policy on the Accident incurred by him, if such Accident occurs as a result of:

- i. Motor cycling
 - a. as a driver or passenger on machines with more than 250 cc engine capacity; or
 - b. as a driver if the IP does not have a valid motor cycle licence
- ii. Mountaineering or rock climbing that uses ropes or guides, bungee jumping, scuba diving, pot holing or organised team sports.
- iii. Big Game Hunting, BMX Stunt Riding, Boxing, Free Climb Mountaineering, Go Carting, Gymnastic, High Diving (other than from a purpose built diving board over a man-made swimming pool), Jousting, Martial Arts, Micro-lighting, Motor Rallies or Competitions, Outdoor Endurance, Outward Bound Courses, Safaris with guns, Show Jumping, Stunt Events, Underground Activities (other than as a part of an organised excursion or tour), Water Ski Jumping, White Water Rafting, Wrestling or any variations thereof.
- iv. Competing in or practising for speed or time trials, sprints or racing of any kind.
- v. Taking part in expeditions or being a crewmember on a vessel.
- vi. Losses sustained or contracted in consequence of a named insured being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a physician.

General Exclusions applicable to this policy:

- i. Consequent upon the following:
 - War other than Passive War. "Passive war" cover is excluded if an insured is travelling 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 war like operations.
 - Invasion
 - Act of an enemy foreign to the nationality of the insured Person or the country in, or over, which the act occurs
 - Civil war
 - Riot
 - Rebellion
 - Insurrection
 - Revolution
 - Overthrow of the legally constituted government
 - Terrorist activity of any kind
 - Explosions of war weapons
 - Release of weapons of mass destruction that do not involve an explosive sequence
 - Murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the insured Person whether war be declared with that state or not.
- ii. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger pilot or crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
- iii. Any breach of criminal law by the life assured or an assault provoked by him;
- iv. Attempted suicide or self-inflicted injury whilst sane or insane within 1 year after the date on which the assurance of that life assured first commenced;
- v. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where Nuclear, Biological, and Chemical material is involved.

6. ADCB Mobile - Mobile Phone Banking Services

ADCB Mobile, the Bank's Mobile Banking Services is governed by the following terms and conditions in Section C ("Terms and Conditions"). Other terms and conditions governing the Account(s) with the Bank will continue to be applicable save where such other terms and conditions are in conflict with these Terms and Conditions, in which event these Terms and Conditions will govern the Mobile Banking Services. By registering for and using the Mobile Banking Services the Account Holder acknowledges and accepts these Terms and Conditions and/or any other supplementary terms and conditions that may, from time to time be in force and/or the Bank's General Terms and Conditions for Account Operation.

1. DEFINITIONS

Capitalised terms used herein and not defined in this Section C shall have the meaning given to such terms in the Bank's General Terms and Conditions for Account Operation. In these Terms and Conditions the following expressions shall have the meanings herein designated unless the context otherwise requires:

"Alerts" mean customized messages relating to predetermined and linked accounts of the Account Holder in response to the Triggers sent by SMS.

"Branch" means the branch of the Bank with which the Mobile Banking Account is maintained.

"CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the Mobile Banking Services.

"Requests" mean any request of the Account Holder for information relating to or for execution of transactions on the Mobile Banking Account and response thereto by the Bank.

"SMS" means short messaging service sent over a mobile phone, e-mail, fax or other modes of communication.

"Mobile Banking Account" means any Account for which the Mobile Banking Services are utilized.

"Mobile Banking Services" mean the Alerts and Requests and any other additional services that may be provided by the Bank to the Account Holder from time to time using SMS or the downloadable mobile application.

"Triggers" mean the customized triggers to be set or placed by the Account Holder with the Bank with respect to specific events or transactions relating to the Mobile Banking Account in order to enable the Bank to send the relevant Alerts to the Account Holder and generalized alert messages (example: birthday greetings, launch of service notices) sent by the Bank from time to time.

2. GENERAL

2.1 The Account Holder understands that the Mobile Banking Services comprises of Alert services and Request services.

2.2 Under the Alert services the Bank will send the Account Holder customized alert messages with respect to events/ transactions relating to the Account Holder's Mobile Banking Account(s) with the Bank. The Account Holder understands that the Bank may, from time to time, send the Account Holder additional Alerts that are relevant to the Account Holder's Account(s) or the Bank's products.

The Account Holder consents to receipt of such Alerts. The Account Holder may request the Bank not to send the Account Holder Alerts unrelated to the Account Holder's Account(s).

2.3 Under the Request services, the Account Holder can send a request by way of a SMS to a telephone number provided by the Bank requesting information relating to the Account Holder's Mobile Banking Account(s) or executing transactions relating to payment of utility bills, internal and external transfer of funds to or from any Account and payment of credit card bills, card activation, cheque book request, top up and/or renewal of Al Wasel and other similar programs and such other transactions that the Bank may introduce from time to time. Upon execution of the transaction, the Bank shall send a SMS to the Account Holder confirming such execution.

2.4 In order to avail the Mobile Banking Services, the Account Holder must register for Mobile Banking Services at any of the branches of the Bank or through ADCB@active, ADCB's Phone Banking Service, or SMS a telephone

number provided by the Bank. The Account Holder understands that such registration for the Mobile Banking Services will be deemed to be the Account Holder's agreement to these Terms and Conditions. The Bank reserves the right to accept or refuse the Account Holder's registration application without providing any reason whatsoever.

2.5 The Bank will not be liable for the failure of the Account Holder to receive an Alert or for the failure to execute a Request if the Account Holder fails to provide updated information to the Bank. The Account Holder agrees to provide any additional information required by the Bank, from time to time, for the purpose of making the Mobile Banking Services available to the Account Holder.

3. AVAILABILITY

3.1 The Mobile Banking Services are available to the Account Holder at the Account Holder's request.

3.2 The Alerts and Requests will be sent to the Account Holder only if the Account Holder is within the coverage area of the CSPs or within the areas forming part of the roaming network of such CSPs.

3.3 The Bank may, if feasible, extend the Mobile Banking Services to other cellular service providers as will be notified by the Bank from time to time.

4. PROCESS

4.1 To receive Alerts, the Account Holder will need to provide to the Bank set Triggers either (i) over the Bank's website through ADCB@active; (ii) through ADCB's Phone Banking Service or (iii) through written instructions.

4.2 The Account Holder is responsible for informing himself with the process for using Mobile Banking Services and the Bank is not responsible for any error by the Account Holder in setting the Triggers.

4.3 To set Triggers through the Bank's website, the Account Holder may be required to use the ADCB@active and the terms and conditions relating thereto will apply. To set Triggers through ADCB's Phone Banking Service the Account Holder will be required to use his TPIN (as defined in the Section E) and the terms and conditions of ADCB Phone Banking Service will apply to such usage. The terms and conditions relating to the ADCB@active and ADCB Phone Banking Service must be read in conjunction with and in addition to these Terms and Conditions. To set the Triggers by written instructions, the Account Holder must fill in the prescribed application form and sign the same and deliver it by fax/courier to the Bank in order for the Bank to set the Alerts for the Account Holder after verification of such application.

4.4 The Account Holder acknowledges that the Bank may at a later stage send Alerts and Requests via additional mediums of communication. Initially, Alerts and Requests shall be sent via e-mail and/or through SMS messages to the mobile phone of the Account Holder. The Bank may, from time to time, change the features of any Trigger or Alert or Request. The Account Holder will be responsible for keeping himself updated as to the available Triggers or Alerts or Requests, which will be notified by the Bank over its website. The Account Holder may, from time to time, change or add to the Triggers he has selected without the necessity of a new registration.

4.5 The Account Holder accepts that all information/ instructions/Triggers/ Requests will be transmitted to and/or stored at various locations and will be accessed by personnel of the Bank (and its affiliates) within or outside the United Arab Emirates.

5. JOINT ACCOUNTS

5.1 For joint accounts the Mobile Banking Services will be available only to the primary or first named signatory.

6. SETTING TRIGGERS AND RECEIVING ALERTS AND SENDING REQUESTS AND RECEIVING INFORMATION

6.1 The Bank will not acknowledge receipt of any Triggers set by the Account Holder nor will the Bank be responsible to verify any Triggers and/or Requests or the Account Holder's mobile phone number. The Bank will endeavour to give effect to Triggers and/or Requests on a best effort basis and as soon as practically possible.

6.2 The Bank may, in its discretion, not give effect to any Triggers and/or Requests if the Bank has reason to believe in its sole discretion that the Triggers and/or Requests are not genuine or otherwise improper or unclear or raise a doubt or cannot be put into effect. The Bank will in such event be under no duty to notify the Account Holder of its decision.

6.3 The Account Holder is responsible for notifying the Bank of any change in his phone number or e-mail address or Mobile Banking Account details, and the Bank will not be liable for the Account Holder's receipt of (or failure to receive) Alerts or Requests over the Account Holder's mobile phone number or email address registered in the Bank's records.

6.4 The Account Holder acknowledges that to receive Alerts and Requests, his mobile phone must be in an "on" mode. If the Account Holder's mobile phone is kept "off" for a continuous period of forty eight (48) hours from the time of delivery of an Alert or Request message by the Bank, that particular message may not be received by the Account Holder.

6.5 Triggers and Requests will be processed by the Bank upon receipt by the Bank. The Account Holder acknowledges that there will be a certain time lag between the Bank processing the Triggers and Requests and sending the Alerts, information requested and confirmation of execution of a Request.

6.6 The Account Holder acknowledges that the Mobile Banking Services are dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank and the Account Holder. The Account Holder accepts that timeliness, accuracy and readability of Alerts, information and confirmation of execution of Requests sent by the Bank will depend on factors affecting the CSPs and other service providers.

The Bank shall not be liable for non-delivery or delayed delivery of Alerts, information and/or confirmation of execution of Requests or errors, losses or distortion in transmission of Alerts, information and/or confirmation of execution of the Requests to the Account Holder. The Bank shall not be liable for the Account Holder's lack of receipt of Alerts, information and/or failure to execute Requests due to technical defects in the Account Holder's phone or any damage or loss incurred by the Account Holder as a result of use of the Mobile Banking Services (including relying on the Alerts, information and/or confirmation of execution of the Requests) for causes which are not directly attributable to the Bank. The Bank shall not be liable in any manner to the Account Holder in connection with the use of the Mobile Banking Services.

6.7 The Account Holder accepts that each Alert, information and/or confirmation of execution of the Requests may contain account information relating to the Account Holder. The Account Holder authorizes the Bank to send such account-related information. The Account Holder acknowledges that the Alerts, information and/or confirmation of execution of the Requests sent to him contain confidential information and should such confidential information be sent to another individual through no fault of the Bank, the Bank will not be liable for such disclosure.

7. WITHDRAWAL OR TERMINATION

The Bank may, in its discretion and without prior notice, temporarily suspend the Mobile Banking Services or terminate it completely.

8. FEES

The Mobile Banking Services are currently made available by the Bank on a complimentary basis. The Bank reserves the right to and in the future intends to charge the Account Holder for use of the Mobile Banking Services by the Account Holder. The Bank shall notify the Account Holder of such charges, as and when they become applicable. The Account Holder shall be liable for payment of such airtime or other charges that may be levied by the CSP in connection with sending of the Requests and/or receipt of the Alerts, information or confirmation of execution of Requests as per the terms and conditions of the CSP.

9. DISCLAIMER

9.1 The Account Holder is solely responsible for protecting his/her TPIN, his/her mobile phone number and/or his/ her email address.

9.2 The Bank will not be liable for (a) any unauthorized use of the Account Holder's TPIN or mobile phone or email address for any fraudulent, duplicate

or erroneous instructions/Triggers/Requests; (b) acting in good faith on any instructions/Triggers/Requests received by the Bank; (c) any error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers; (d) any loss of any information/instructions/Alerts/Requests in transmission; or (e) any unauthorized access by any other person to any information/instructions/Triggers/Alerts/ Requests or any breach of confidentiality. (e) The Mobile Device or any other item of the Account Holder's equipment not being suitable or not functioning properly.

9.3 The Bank will not be concerned with any dispute between the Account Holder and the CSP or any other third party, and the Bank makes no representation or warranty with respect to the quality of the service provided by the CSP or any third party and makes no guarantee for timely delivery or accuracy of the contents of each Alert or other information.

10. LIABILITY AND INDEMNITY

The Account Holder shall not interfere with or misuse in any manner whatsoever the Mobile Banking Services and in the event of any damage due to improper or fraudulent use by the Account Holder, the Account Holder shall be liable for any damages to the Bank. If the Account Holder notifies the Bank that it wishes to unsubscribe from the Mobile Banking Services, the Account Holder shall remain liable for all the Triggers, Alerts, Requests and transactions that occur prior to the Bank deactivating the Account Holder's Mobile Banking Services.

Use of the Mobile Banking Service including any material and / or data download or otherwise obtained through the use of the Mobile Banking Service is downloaded or obtained at the Customer's own risk. The Bank assumes no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user communications or personalization settings or any damage to the Customer's computer system or mobile device, or loss of data that results from the download or the obtaining of such material and/or data.

11. VIRUSES AND TECHNICAL PROBLEMS

The Bank shall not be held liable for any harm caused by the transmission through the Mobile Banking Service, of a virus, and/or other mobile code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, and/or otherwise impede in any manner the operation of the Mobile Banking Service and/or any of the Customer's software, hardware, data or property.

12. EQUIPMENT/SOFTWARE

12.1 The Customer is solely responsible for ensuring that the Mobile Device and other equipment with which the Customer accesses and uses the Mobile Banking Service are suitable for such use and are functioning properly.

12.2 Upon completion of the prescribed installation and activation procedures, the Customer will be granted a limited, non-exclusive, non-transferable right to use the Software, provided the Customer agrees:

- not to use the Software for any purpose other than to access the Customer's own Account via the Mobile Banking Service on the Customer's own Mobile Device;
- not to permit or enable any person to access the Software, or leave the Mobile Device unattended in such a manner as to enable others to access the Software;
- neither to reproduce, modify, reverse engineer, modify or decompile the Software nor permit any other person to do so;
- not to permit any person to access and/or enable any person to download a copy of the Software.

12.3 The Customer acknowledges that the Mobile Banking Service and all Software are owned, proprietary or licensed to the Bank and/or third party providers.

12.4 The Customer agrees to have always the latest version of the Software.

12.5 The Bank is not required to support all the versions of Mobile Devices or operating systems.

7. ADCB@ACTIVE PERSONAL INTERNET BANKING SERVICES

As a user of adcb@active - retail internet banking service, it is important for you to carefully read these terms before using the adcb@active. By registering for and using adcb@active you acknowledge and accept these terms and our account operating terms and conditions:

Abu Dhabi Commercial Bank's (ADCB) ADCB@active is governed by these Terms. Any written terms and conditions (other than these) which affect your Account(s) will continue to apply. Where such other terms are different to these Terms, these Terms will take precedence with regard to ADCB@active.

1. DEFINED TERMS

- Account(s) means account(s) you have with ADCB operable through its branches in the U.A.E., which ADCB has determined, is accessible by ADCB@active, including any new accounts opened from time to time.
- Account Holder means a person who has an Account in his/her name held either singly or jointly with another and who has subscribed to ADCB@active.
- AED means the U.A.E. Dirham.
- Banking Day means any day on which banks in U.A.E. are open for business.
- ADCB means Abu Dhabi Commercial Bank, P.O. Box 939, Abu Dhabi, United Arab Emirates operating through its branches in the U.A.E.
- Instruction(s) means any request or instruction to ADCB which is effected through ADCB@active.
- ADCB@active means the retail internet banking service that ADCB makes available in its website, accessible through the internet network, to enable the electronic receipt and transmission of information and Instructions (including in relation to an Account).
- Password is a unique 8 character alpha-numeric expression used to access ADCB@active.
- Terms mean these terms and conditions, as amended from time to time.
- U.A.E. means United Arab Emirates

- You means an Account Holder who has accepted these Terms and your has a corresponding meaning.
- User ID means your 8-20 digits identity number assigned to you by ADCB for accessing ADCB@active.
- We means Abu Dhabi Commercial Bank and us and our has a corresponding meaning

2. ACCEPTANCE OF ADCB@ACTIVE

2.1 By using the ADCB@active, you acknowledge and accept these Terms as binding. If you have previously used the internet banking service of ADCB, your first use of ADCB@active is confirmation of your acceptance of the Terms.

3. USE OF ADCB@ACTIVE

3.1 In order to use ADCB@active you must maintain an Account with ADCB in the U.A.E and you must be registered by ADCB for use of ADCB@active. ADCB reserves the right to refuse any application for use of ADCB@active . Registration is done by your submission of an online registration form and our acceptance of the same signified by confirmation on your computer screen that you have been successfully registered.

3.2 ADCB@active can be used to view the balance of any Account, transfer funds to or from any Account, view your Account statement, give standing order payments in relation to any Account and update your personal details held by us for any Account.

AUTHORITY TO ACT ON INSTRUCTIONS

3.3 You agree to irrevocably and unconditionally accept as binding any Instruction made or given in connection with ADCB@active at your own risk and responsibility.

3.4 You agree that any Instruction received by us shall be deemed to have been authorised and to have originated from you, even if they may conflict with any other mandate given at any time concerning your Accounts or

affairs and you authorise us to debit your Accounts with any amounts we have paid or costs incurred in accordance with any Instructions.

3.5 You agree that we can act on any Instructions issued by you or purportedly issued by you without obtaining any further written or other confirmation from you, even if the Instructions are not issued or authorised by you.

3.6 You agree that any person who uses your User ID and Password will be allowed access to ADCB@active and to your Account. We are not obliged and will not further check the identity of such person or the authenticity of an Instruction given by him/her.

3.7 If ADCB has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.

3.8 We will make reasonable efforts to modify, not process or delay processing any Instruction where you request us to do so but we shall not be liable for any failure to comply with such request.

3.9 We are not liable for any failure by any third party with which you have accounts or for any delay or other shortcoming of any such party.

3.10 You are responsible for the accuracy of your Instruction and we shall not be liable for any consequences by reason of any erroneous Instruction issued by you.

3.11 ADCB may reset your User ID or Password at any time, by notifying you in writing. You may also change your Password at any time by contacting the Internet support team of ADCB.

DELAY OR REFUSAL TO ACT ON INSTRUCTIONS AND NON-AVAILABILITY OF ADCB@ACTIVE

3.12 We may refuse to act on an Instruction, including without limitation:

- (a) if we suspect or reasonably consider your Instruction not to be accurate or authentic;
- (b) if we may be in breach or contravention of any laws, regulations or other such duty by acting on such Instruction;
- (c) if a transaction exceeds a particular value or other limit;
- (d) if we know or suspect a breach of security; or
- (e) by reasons of conditions beyond our control (including any systems or equipment failure or other force majeure causes).

3.13 You agree that ADCB may delay acting upon an Instruction or ask for more information before acting on an Instruction.

3.14 We may, at any time, suspend access to ADCB@active provided to you where we consider it necessary or advisable to do so.

3.15 You agree that routine maintenance requirements, excess demands on the systems and circumstances beyond our control may result in ADCB@active not being available during its normal operating hours.

4. SECURITY PROCEDURES

4.1 To enable you to use ADCB@active we will give you a User ID and an initial Password. Your User ID and your Password will be used to identify you whenever you access ADCB@active.

4.2 ADCB may from time to time provide guidelines for ensuring the security of a User ID and Password

4.3 ADCB may deactivate a User ID or Password at any time without notice if it believes they are being misused.

5. YOUR RESPONSIBILITIES

5.1 You have sole responsibility for:

(a) ensuring availability of sufficient funds in the Account to which ADCB@active relates before effecting any transfers. If for any reason an Account is overdrawn by the use of ADCB@active, you shall be responsible for immediately making up the deficit by a direct payment or transfer of funds from any other account maintained with us or with another bank.

(b) acquiring and maintaining any equipment required for your continued access to and use of ADCB@active (such as your telephone or computer), and for your own computer's anti-virus and security measures including the adequate protection and back up of data and/or equipment and to undertake reasonable precautions to scan and protect your internal computer systems and applications free from any computer viruses or other destructive properties;

(c) complying with our general terms and conditions of operating account(s) including the Accounts;

(d) the accuracy of all information transmitted to our systems by you;

(e) using ADCB@active as directed by us; and

(f) checking your Account records and statements carefully and promptly notifying us of any discrepancies.

5.2 You agree:

(a) not to interfere with or damage (or attempt to interfere with or damage) any User ID, Password, data or software associated with ADCB@active;

(b) to keep your User ID, Password secure and secret at all times and take steps to prevent unauthorised use of it.

In particular:

-never write or otherwise record the User ID or Password in a way that can be understood by someone else;

-never record/store the User ID and Password together;

-never disclose the User ID or Password or answers to others including our staff;

-never select a Password which is easy to guess or which represents your birth date, a recognizable part of your name or any personal details which are easily accessible to third parties such as your telephone number;

-never record your User ID or Password on any software which saves it automatically;

-never access ADCB@active from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that no one else will be able to observe or copy your access or get access to ADCB@active pretending to be you;

(c) to change your Password on a regular basis;

(d) to notify ADCB immediately if a record of your User ID and/or Password is lost or stolen or you become aware or suspect another person knows your User ID or Password or has made unauthorised use of ADCB@active. ADCB will then, use its best efforts to cancel your Password and arrange for you to select/collect a new one;

(e) not to respond to emails asking for secure information, even if they appear to have been received from ADCB. In particular do not disclose your password in any mail to any person including ADCB;

(f) to exit ADCB@active when leaving your computer unattended; and

(g) comply with any requirements designed to protect the security of your use of ADCB@active which are notified by us to you.

5.3 You also undertake:

(a) to promptly notify us immediately of any faults, errors or inconsistencies in the use or operation of ADCB@active;

(b) not to use ADCB@active for any illegal or unauthorised purpose; and

(c) to execute any additional documents that may be required by us prior to provision of any modified/ additional facilities under ADCB@active.

6. LIABILITY FOR UNAUTHORISED TRANSACTIONS

6.1 If any loss of funds arises from any unauthorised transaction on your Account, you will be liable if the loss occurs before you notify ADCB of such unauthorised transaction.

6.2 You will be liable for any loss of funds arising from a transaction if:

(a) the activity was fraudulent,

(b) you failed to observe any of the security responsibilities referred to in these Terms; or

(c) you have delayed notifying ADCB of the unauthorised transaction.

6.3 You will not be liable for:

(a) a transaction that has been performed through ADCB@active after you have notified us of any misuse, loss, disclosure or theft of your User ID or Password or

(b) the fraudulent or grossly negligent action of ADCB's employees or agents.

6.4 You agree that ADCB may disclose information about you or your Account to third parties if it thinks it will help prevent or recover losses.

7. DISCLAIMER AND LIABILITY

7.1 You agree that the Internet is not a completely reliable means of communication and should you choose to communicate through such

means, you shall do so entirely at your own risk and accordingly you shall indemnify us, our employees, nominees or agents promptly from and against all actions, omissions, negligence, proceedings, claims, demands, damages, losses, costs and expenses including legal costs which we may suffer or incur, howsoever caused, as a result of your use of ADCB@active.

7.2 ADCB does not represent or warrant that ADCB@active and the website through which ADCB@active is offered will be available to meet your requirements or that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

7.3 Due to the open nature of the internet, over which ADCB has no control, ADCB cannot guarantee and nor does it warrant the complete security of your transactions from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the latest security features which have been implemented. Nevertheless, ADCB will take all reasonably practicable steps to ensure that your transactions are secure. This includes the installation of security features which are designed to keep all communication private and confidential.

7.4 It is your responsibility to ensure that your ability to use ADCB@active is permitted by the law applicable to you.

7.5 ADCB makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with ADCB@active or its website through which ADCB@active is offered.

7.6 ADCB has taken reasonable steps to ensure the accuracy, adequacy or completeness of the information and materials (including text, graphics, links or other items) contained in ADCB@active and on the website through which ADCB@active is accessed. However, the use of ADCB@active and the website through which ADCB@active is accessed is at your sole risk. Such information and materials are provided on an «as is» and «as available» basis and ADCB does not warrant accuracy, adequacy or completeness of this information and materials and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information and materials.

7.7 Unless otherwise stated or agreed with you, the information contained in ADCB@active and on the website through which ADCB@active is accessed has been prepared in accordance with the regulations and laws of the United Arab Emirates and for the supply of products or services within the United Arab Emirates. The information is not directed at you if it does not comply with the laws of the jurisdiction in which you reside or from which you are accessing ADCB@active.

7.8 Our records maintained through computer systems or otherwise, unless proven to be wrong, shall be accepted as conclusive and binding of your dealings with ADCB in connection with ADCB@active.

7.9 ADCB will not be liable to you or any other person for any negligence, breach of contract, misrepresentation, claim, delay, expense, damage or any other liability including legal costs, for any loss however caused (including any loss whether direct, indirect, consequential or incidental) and irrespective of whether any claim is based on the loss of profit, business revenue, investment, goodwill, interruption of business or anticipated savings or loss of data, arising from:

- (a) ADCB acting or failing to act upon any Instructions received from you or genuinely believed by ADCB to have been received from you;
- (b) any error contained in the information input and transmitted to our ADCB@active systems;
- (c) the accessing or use of ADCB@active using a valid User ID and Password but, in a manner, or for a purpose not authorised by you;
- (d) the failure of our or your telecommunications systems and communications networks or any mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment;
- (e) an event or cause reasonably outside our control including but not limited to acts of God, power failure or variation in the supply of power, machinery or systems or processing systems failure, strikes, riots, acts of war, lockouts or industrial disturbances, governmental action, or communication line failures;

- (f) any fraudulent activity or negligence by you;
 - (g) any delays in the transmission of data between you and any recipient of the information, whether caused by breakdown, viruses or a fault in your equipment or software programs resident on your equipment or our systems;
 - (h) any consequences of any virus or other destructive features which may adversely affect your hardware, software or equipment;
 - (i) the failure of a transaction; or
 - (j) any other cause,
- except where it is because of gross negligence or willful default on the part of ADCB or breach of a condition or warranty implied by statute in contracts for the supply of goods and services and which cannot be excluded, modified or restricted provided ADCB's liability shall be restricted to supply of the services again, or to the payment of the fees for providing the services.

8. INFORMATION

Where ADCB needs to pass, both inside and outside the U.A.E., information pertaining to you and your Accounts to our head office, subsidiaries, affiliates, associates, branches, service providers, assignees, agents, insurers, third party contractors, third party financial institutions, credit reporting agencies, debt collection agencies or any other persons in order to execute your Instructions or where it reasonably thinks that it is necessary or advisable for such information to be disclosed pursuant to any rule, regulation order of a tribunal, authority, court or government agency or legal advice, you authorise us to transmit and disclose such information about you and your Accounts. ADCB may record telephone calls made to its call centre for transaction verification and quality control training purposes.

9. SUPPLEMENTARY TERMS, CHANGES TO THE INTERNET BANKING SERVICE

9.1 ADCB reserves the right to change these Terms and any other information it has issued about ADCB@active at any time. Notice of any change to these Terms will be given on your Account Statements or on our Web Site or by an advertisement appearing in the press no later than the date on which the change takes place.

9.2 When we introduce new services under ADCB@active, we may provide them on supplementary terms which will be notified to you from time to time in accordance with these Terms.

10. TERMINATION OF ADCB@ACTIVE AND THE TERMS

10.1 You may request termination of your access to ADCB@active at any time by giving written notice of 21 days to ADCB and you shall be responsible for all transactions until the time of cancellation of your access to ADCB@active.

10.2 Funds transfers for which Instructions have been given and which are scheduled to be made after termination of your access to ADCB@active will not be effected by ADCB unless fresh instructions are issued by other means.

10.3 The Terms may be terminated by ADCB at any time with prior notice to you.

10.4 Furthermore, ADCB may by notice in writing to you immediately terminate the Terms if:

- (a) you interfere with our systems or ADCB@active and cause security concerns;
- (b) you breach any provision of the Terms and fail to rectify the breach within three working days after receiving notice from us requiring the breach to be remedied; or
- (c) you disclose your User ID and/or Password or allow any unauthorised person access to ADCB@active; or
- (d) in the event of your death, insolvency or lack of capacity.

10.5 On termination of the Terms :

- (a) we may immediately remove your access to our systems and ADCB@active.

11. INTELLECTUAL PROPERTY

11.1 Intellectual Property Rights in all information and other materials contained in ADCB@active, including without limitation to the expression «ADCB@active» and on the website through

which ADCB@active is provided is owned by or licensed to ADCB. All rights are reserved and no proprietary rights or ownership rights vest in you by reason of the software provided for use of ADCB@active. You agree to treat the access rights, documentation, or any other information related to ADCB@active, strictly private and confidential at all times and shall not reproduce, adapt, distribute, display, transmit or otherwise exploit ADCB@active, the website through which ADCB@active is accessed or any part of the same or allow access to any other party without the written permission of ADCB. Furthermore, you must not link any other website to our website.

11.2 Any trademarks including logos, trading names, service names, colour schemes, slogans and taglines displayed in respect of ADCB@active and our website are owned by or licensed to ADCB. Nothing contained on such website should be construed as granting any licence or right to use any such trademarks without the prior written consent of ADCB.

12. COMMUNICATIONS

12.1 All notices may be delivered personally or sent by ordinary post to the last known billing or other address or sent by an SMS to the last known mobile number or sent by an e-mail to the last known e-mail address or sent by a facsimile to the last known facsimile number of the Account Holder and such communication shall be deemed to have been served on the Account Holder on the day of delivery if delivered by hand, on the next business day after posting, if sent by post, on the same business day, if sent by SMS, e-mail or facsimile. The Account Holder will bear all risk of harm, loss, transmission errors, telecommunications systems failure, communications networks problems or damage in connection with demands, notices or any other communication through any of the modes of communication mentioned above. The Bank may use copies, printouts or electronic versions of facsimiles, e-mail, SMS and other electronic transmissions and data in any court, arbitral or other legal proceedings.

13. SEVERABILITY

13.1 Any Term which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining Terms.

13.2 No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as a waiver of any right or remedy.

14. GOVERNING LAW

The Terms and the transactions carried out under it are governed by the laws in force in the United Arab Emirates. Both you and ADCB submit to the non-exclusive jurisdiction of the courts of Abu Dhabi in respect of any dispute arising hereunder.

Part 3

ADDITIONAL BENEFITS

These terms and conditions shall be without prejudice to the general terms and conditions contained in Part I hereof titled ADCB Credit Card Terms and Conditions governing the issuance and use of credit cards issued by the Bank and the terms and conditions contained in Part II hereof titled Special Benefits terms and conditions which shall also apply to the simplylife cash back credit card. The Cardholder shall be deemed to have accepted these terms and conditions herein upon activating the Card.

1. Definitions

“simplylife cash back credit card” means a Card issued by the Bank that is classified as a simplylife cash back credit Card by the Bank.

2. Cash back

2.1 The cash back offer is available to all qualifying Cardholders, who meet the eligibility criteria as determined by the Bank at its sole discretion from time to time.

2.2 The cash back shall be calculated by the Bank as a percentage of the value of eligible transactions and shall be subject to a maximum limit as determined by the Bank in its sole discretion.

2.3 The offer is valid on all retail purchases billed to the Card Account under this Program are eligible to earn Cash back. This will not include the following transactions:

- Balance transfers
- Cash advances
- Credit Card Cheques
- Finance charges
- All fees charged on the Card by the Bank
- Transactions reversed by Merchant
- Any other transactions determined by the Bank from time to time

2.4 The cash back shall be credited on a monthly basis to the Card Account reflecting in the Statement of Account in the month subsequent to the date of qualifying transaction.

2.5 The Bank is neither responsible for a transaction that does not get captured under the appropriate category code nor accepts any responsibility for refusal of acceptance of ADCB Credit Cards by any movie theatre in the UAE for any reason whatsoever.

3. General

The following terms and conditions shall be applicable to all the benefits set out herein above in this Part III (“Additional Benefits”):

3.1 The Benefits will be offered, at the Bank’s sole discretion, to Cardholders, provided they meet the eligibility criteria as determined by the Bank from time to time. The Bank reserves the right to refuse to grant a Benefit without revealing the reasons for such refusal.

3.2 The books and records of the Bank shall be conclusive evidence in respect of whether or not a Cardholder has qualified for a Benefit.

3.3 In addition to any other conditions outlined in these terms and conditions, the Benefits will not be offered if (a) the Card Account is not current (i.e. there are past due balances on the Card Account); (b) the Card Account is not in good standing in the opinion of the Bank; (c) there has been a breach by the

Cardholder under any terms and conditions governing the use of the Card by the Card holder; or (d) any other event, which, in the sole discretion of the Bank should result in the cancellation of the Benefit to the Cardholder.

3.4 The Bank is entitled, at any time without any prior notice and without being liable to the Cardholder in any manner whatsoever, to terminate the Benefits and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or modify or limit the value of the Cash Transactions that will be required to earn Benefits, if applicable, and/or withdraw and/or the Merchants/service providers/travel agents that are designated to provide the Benefits.

3.5 The Bank shall not be liable for and shall not entertain claims related to any Benefits or in respect of any services provided by Merchants/service providers/travel agents/Lounges/Priority Pass Ltd offering the Benefits, including any accidents, injuries, delays, death suffered by the Cardholder and/or any of the other persons utilizing a Benefit.

3.6 The Bank shall not at any time be deemed as an agent or representative of the Merchant/service provider/travel agent/Lounges/Priority Pass Ltd providing the Benefits.

3.7 The Benefits are for the personal use of the Cardholders and his/her immediate family (as defined in above). Any other use of the Benefits including use of the Benefits for business or commercial purposes shall be deemed as wrongful use of the Benefits by the Cardholder and the Cardholder shall be liable to refund the Benefit or the cost of the Benefit to the Bank. The Cardholder shall indemnify and hold harmless the Bank against any wrongful use of the Benefits.