

Bank Borrowers Protection Scheme M/S National Bank of Fujairah	
Geographic Limitation	Borrowers are residents of UAE
Basis of Sum Insured	Outstanding Loan Balance as on date of claim
Age limit	Minimum age at entry : 18 years Maximum age at entry: 69 Maximum age for cover:70 Cover ceases on attainment of age 70 for Death or Permanent Total Disability (Accident) and on attainment of age 70 for Permanent Total Disability (Sickness) or on payment of a Permanent Total Disability Claim
Benefits	
Death Any Cause (DAC)	In the event of death of the life assured due to any cause an amount equivalent to the basic sum assured is payable, provided that <ol style="list-style-type: none"> 1. The scheme was in force at the date of death and the deceased was a scheme member at the date of the event resulting in the claim. 2. The death occurred prior to the attainment of the claimant of age 70 years last birthday.
Permanent Total Disability - Accident (PTDA)	<p>In the event of an insured staff member being totally, continuously and permanently disabled as a result of an Accident to the extent of being unable ever again to follow Any Occupation/Activities of Daily Living as defined below, the insurer shall, pay the sum insured equivalent to the basic life sum insured under the Policy.</p> <p>The disability must have resulted solely, directly and independently of all other causes, from bodily injury effected through external, violent and visible means and the onset of disability shall be within 90 days of such accident. The disability start date shall be the date of accident leading to Permanent Total Disability or the date loss occurred or started due to the accident.</p> <p>The disability must have continued uninterrupted for at least 6 months and the relevant specialists must reasonably expect and certifies that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends, or the insured person expects to retire.</p> <p>Any Occupation: A complete and irrecoverable loss of the ability due to accident, before attaining age of 65 years, to the extent that the insured person is unable to perform duties of Any occupation ever again. Any Occupation means any type of work at all, irrespective of location and availability.</p>

	<p>Activities of Daily Living: For Members who are not employed or above the age 65, PTD shall be unable to follow at-least 4 out of 6 Activities of Daily Living. Activities of Daily Living are defined as below: Washing: the ability to wash in the bath or shower (including getting into or out of the bath or shower) or wash satisfactorily by other means Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances Feeding: the ability to feed oneself once food has been prepared and made available Toileting: the ability to use the lavatory or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene Mobility: the ability to move indoors from room to room on level surfaces Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa Cover for the member automatically terminates upon payment of PTD Claim.</p> <p>Disabilities for which the relevant specialists cannot give a clear prognosis are not covered.</p> <p>AFNIC reserves the right to refer the Life Assured for an independent medical examination on a case to case basis.</p>
<p>Permanent Total Disability - Sickness (PTDS)</p>	<p>In the event of an insured staff member being totally and permanently disabled as a result of sickness to the extent of being unable ever again to follow Any Occupation/Activities of Daily Living as defined below, the insurer shall, pay the sum insured equivalent to the basic life sum insured under the Policy.</p> <p>Sickness means an illness or a disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment. The Disability start date shall be the date of sickness or the medical condition diagnosed by a Registered Medical Practitioner, that restricted the member from performing the occupation defined above.</p> <p>The disability must have continued uninterrupted for at least 6 months and the relevant specialists must reasonably expect and certifies that the disability will last throughout life with no prospect of improvement, irrespective of when the cover ends, or the insured person expects to retire.</p> <p>Any occupation: A complete and irrecoverable loss of the ability due to sickness, before attaining age of 65 years, to the extent that the insured person is unable to perform duties of Any occupation ever again. Any Occupation means any type of work at all, irrespective of location and availability.</p>

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Exclusions	
	<p><u>STANDARD EXCLUSION FOR DEATH AND DISABILITY BENEFITS</u></p> <p>No benefit will be payable should the claim event occur directly or indirectly due to the following:</p> <ul style="list-style-type: none"> - Active participation in War, warlike operations (whether war is declared or not, conventional, biological, chemical or nuclear), invasion, acts of foreign enemies, hostilities, acts of terrorism, terrorist sabotage, rebellion, mutiny, civil commotion, civil war, revolution, insurrection, military or usurped power, martial law, embargo or any act committed by any person or persons for the purpose of overthrowing a government by violent force or to influence political decision making. Terrorism (suspected or proven) shall be understood to include the consequences of hostage taking, drive-by shooting, planting of bombs and any other forms of physical violence. - In the event of loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with biological, chemical or nuclear explosion, pollution, contamination and/or fire following thereon. - Any disease or medical impairments not declared in the Application Form / Health Declaration / Medical Questionnaire shall be excluded. Loans granted to borrower for medical illness and treatment of self not covered. - Defaults for more than 6 months. AFNIC is inclined to review this exclusion subject to full clarification from the bank on their process in classifying the defaulted loan as "impaired assets"/"Provisioning for bad debt"/"writing off as bad debt".

STANDARD EXCLUSION FOR DISABILITY BENEFITS

- a. Attempted suicide or self-inflicted injury whilst sane or insane.
- b. War, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power or any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of its Government or to the influencing of it by terrorism or violence.
- c. Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- d. The misuse of drugs or alcohol
- e. Ingestion of poison or drugs, or inhalation of fumes, voluntarily, except in the case of an Accident admitted by any occupational health and safety board or failure to seek medical advice.
- f. The exercise of dangerous sports including but not limited to: -
polo, boxing, climbing/mountaineering requiring ropes or guide or free climbing, gliding, ballooning, racing of any kind other than on foot (including but not limited to horse or motor racing), participation in speed or endurance tests or record breaking feats, any underwater activity involving breathing apparatus, such as deep sea diving, skydiving or parachuting, bungee jumping, show jumping, steeple chasing, evening or flat racing with horse, potholing, sailing outside territorial waters.
- g. Participation in any sports in a professional capacity.
- h. Any breach of law by the life assured or any assault provoked by him.
- i. Mental illness or mental disease or nervous conditions.
- j. Pregnancy, childbirth or abortion or any complications arising there from.
- k. Injury caused by nuclear fission, nuclear fusion or radioactive contamination.
- l. Insured engaging in or taking part in any naval, military or air force operation.
- m. Pre-existing conditions

PASSIVE WAR RISK COVER & TERRORISM :

Scope of Cover:

It is hereby agreed that, notwithstanding the terms and provisions of the basic policy Contract, the insurance Company will cover the insured member of the group against death or permanent disability occurring as a direct or indirect consequence of War & Terrorism, where the insured member is not an active participant.

The Term "War" includes but not limited to:

Invasion or acts perpetrated by foreign enemies (whether war be declared or not), hostilities, civil war, martial law or declaration of a state of siege, state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, civil disobedience, general mobilization, revolution, usurpation of power (military or politically), insurrection, rebellion, mutiny, riots, civil commotion, revolution, conspiracy, mutiny, strike, pillage, any kind of military projectile or explosive including booby trapped vehicles or objects, cannon shells, rockets or other weapon of war, whatever their origin and type, any act unlawful act perpetrated by armed individual be they members of political, military or paramilitary organizations or parties or not and be they acting on their behalf or on behalf of any other organizations.

The Term "Terrorism" as used herein, shall mean an activity that satisfies both of items below:

- a. Involves a violent act or an act dangerous to human life, tangible or intangible property or infrastructure, causing damage to property or injury to persons, or a threat thereof; and
- b. Appears to be intended to intimidate, coerce or incite a civilian population or inflict economic loss or disrupts any segment of a local, national or global economy; or Influence, protest, intimidate or coerce against the policy or conduct of a government by any means, including mass destruction, murder, kidnapping, hijacking, hostage-taking.

The Company's liability under this rider shall be at any time limited to the benefit payable at the time on the death/ disability of the said Insured provided such benefits shall not exceed a maximum amount as described in the basic policy.

"Active participant" in war-like operations means an active member of the military forces e.g. Army, Navy, Air Force, Territorial Army or Police or any other special forces activated by Government or other public authorities to defend law and order in case of a war or warlike operation, or any other person who takes up arms in an active or defensive role. The term Active Participant includes but not limited to participation in opposition forces in conflicts, civil commotion, revolution, and insurgency or any similar situation.

Exclusions for Passive War Risk & Terrorism:

However, this extension will not apply, and no benefit will be payable if at the time of occurrence, the insured member(s) is directly or indirectly:

1. taking an active participation in any of the above-mentioned events,
2. engaged in any quarrel or dispute whether armed or not,
3. resisting arrest,
4. member of any armed force or serving in any armed force or member of any police or security or bodyguard services,
5. Travelling a country or an area where the British Government Foreign and Commonwealth Office advises against 'all travel' there; or
6. Remains in a country or an area for more than 28 days from the date of change of status where the British Government Foreign and Commonwealth Office advises against 'all travel' there; or
7. Travelling to a country or an area where the British Government Foreign and Commonwealth Office advises against 'all but essential travel' and stays for more than 28 days from the date of change of status or date of travel;
8. Syria, Iraq & Afghanistan

If the Re-insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Re-insured.

Dispute Resolution:

Any dispute, controversy or claim arising out of or in connection with this cover, including without limitation the existence, validity, breach or termination thereof, shall be finally settled by the DIFC LCIA Arbitration Centre under the rules in force on the date an arbitration request is filed with the Registrar of the Arbitration Centre of the Dubai International Financial Centre London Court of International Arbitration (the "DIFC LCIA Arbitration Centre"). The rules of the DIFC LCIA Arbitration Centre are deemed to be incorporated by reference in this clause. The arbitration tribunal shall consist of 3 (three) arbitrators. The place of arbitration shall be Dubai, UAE and the language of the arbitration shall be English.

The arbitration award shall be final and binding on both Parties and not subject to any appeal. Any monetary award shall be made payable in United States Dollars, free of any tax or any other deduction. The award shall include costs and expenses of the prevailing party including its reasonable legal fees and interest from the date of any breach or other violation of any of the provisions of this Agreement to the date when the award is paid in full. The arbitrators shall fix an appropriate rate of interest.

Judgment upon the award rendered may be executed in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or any order of enforcement thereof, as the case may be.