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# Barclaycard Business Credit Card Customer Agreement Schedule of Fees & Charges

This schedule of fees & charges is part of the Barclaycard Business Credit Card Customer Agreement and should be read together with the Terms & Conditions.

## Key Financial Information

Amount of Credit	We will tell you your credit limit when you first receive your Barclaycard Business. We may change your credit limit depending on our assessment of your account.								
Monthly Repayments	You must make the minimum payment every month of 4% of the amount you owe us on your monthly statement. You must pay the minimum payment by the due date shown on your statement. This will normally be 20 days after your statement date.								
Annual Percentage Rates (APR)	Depending on the bundle chosen, variable from 23.9% to 29.9%. <table border="1" data-bbox="319 1159 718 1289"> <tr> <td data-bbox="319 1159 451 1237">Elegant bundle</td> <td data-bbox="451 1159 584 1237">Elite bundle</td> <td data-bbox="584 1159 718 1237">Esteem bundle</td> </tr> <tr> <td data-bbox="319 1237 451 1289">29.9%</td> <td data-bbox="451 1237 584 1289">26.3%</td> <td data-bbox="584 1237 718 1289">23.9%</td> </tr> </table>			Elegant bundle	Elite bundle	Esteem bundle	29.9%	26.3%	23.9%
Elegant bundle	Elite bundle	Esteem bundle							
29.9%	26.3%	23.9%							

## Other Financial Information

<p>Annual Interest Rates (Variable)</p>	<p>Standard Rate - Depending on the bundles chosen, variable from 23.9% to 29.9%.</p>	<p>Cash Rate - 29.9% for all flexi-options.</p>	<p>We may from time to time make available Promotional Balances on which a lower rate will be charged.</p>
<p>Promotional Annual Interest Rate</p>	<p>Balance Transfer – 0.99% per month flat interest rate on balances transferred to your account. Interest will be charged on the original principal amount transferred to your account. 3-month interest free holiday for repayment terms over 18 months.                  Cash on Call – 1.1% per month flat interest rate on Cash on Call sums.                  Easy Instalment Plan – 0.89% per month flat interest rate on easy payment plan sums.</p>		
<p>Charging Interest</p>	<p>You will not pay interest on purchases if you pay your balance in full and on time. Otherwise you will pay interest on the amount of each purchase from the date of the purchase until the balance is repaid in full.                  We charge interest on all other amounts from the date they are added to your account even if you repay your balance in full by the payment due date. We add all interest to your account on the date of your statement each month. Interest is calculated on a daily basis.</p>		
<p>Allocation of Payments</p>	<p>If you do not pay the total outstanding balance in full by the payment due date, we will apply the amount you do pay to reduce what you owe us in the following order against:</p> <ul style="list-style-type: none"> <li>• any interest charges;</li> <li>• any other fees and charges made under this Agreement;</li> <li>• promotional balance to which a promotional interest rate applies (including instalment balance);</li> <li>• the Cash Balance;</li> <li>• the Standard Balance;</li> <li>• any unbilled amounts.</li> </ul> <p>If you have more than one balance of each type, those with the lowest interest rate will be paid off before your other balances of the same type. If we change the order for any promotions we will tell you when we give you details of the promotion.</p>		
<p>Changes to the APR</p>	<p>The APR shown above does not take into account any changes we may make to the interest rates at any time by advising you.</p>		

## Key Information

<b>Fees &amp; Charges</b>	Fees and charges vary from time to time and will be communicated to you when you first receive your Barclaycard Business and thereafter from time to time.						
<b>Membership Fee</b>	We will charge you the relevant annual fee set out below for your credit card and account, regardless of the amount you use your card. <table border="1" data-bbox="317 383 717 513"> <tr> <td data-bbox="317 383 448 459">Elegant bundle</td> <td data-bbox="448 383 580 459">Elite bundle</td> <td data-bbox="580 383 717 459">Esteem bundle</td> </tr> <tr> <td data-bbox="317 459 448 513">Free</td> <td data-bbox="448 459 580 513">AED 550</td> <td data-bbox="580 459 717 513">AED 950</td> </tr> </table>	Elegant bundle	Elite bundle	Esteem bundle	Free	AED 550	AED 950
Elegant bundle	Elite bundle	Esteem bundle					
Free	AED 550	AED 950					
<b>Insurance Fees</b>	If you have Credit Shield Insurance in relation to your credit card, the charge is 0.65% of the outstanding amount on your account.  Please note that separate Terms and Conditions apply to all insurances connected with your credit card and account.						
<b>Default Charges</b>	We will charge you for any reasonable costs or losses we incur if you break this Agreement, including the following charges: <ul style="list-style-type: none"> <li>• AED 120 if you do not make at least your minimum payment by the payment due date;</li> <li>• AED 120 if you exceed your credit limit at any time;</li> <li>• AED 100 if a direct debit, cheque or other item is not paid when first presented.</li> </ul>						
<b>Charges</b>	We will charge you: <ul style="list-style-type: none"> <li>• AED 100 for each copy of transaction details (unless the copy shows a transaction, which has been wrongly put on your account); and</li> <li>• AED 25 for each copy of a statement; and</li> <li>• AED 120 for early settlement of the instalment plans of the balance transfer facility, the Cash on Call facility or the easy payment plan.</li> </ul> We will usually charge a cash advance fee of AED 60 or 3%, whichever is higher, on the amount of cash or Barclaycard Business cheques charged to your account by you or any additional cardholder.  If you use your card outside of the UAE, a foreign currency processing fee will be charged. This processing fee is 2.75% for all transactions outside of the UAE.						

Please note that the Barclaycard Business Points redemption offer against purchase of airline tickets is an introductory feature only (valid till 31st July 2009).

# Barclaycard Business Credit Card Customer Agreement Terms & Conditions

This Barclaycard Business Credit Card Customer Agreement (the "Agreement") sets out the Terms and Conditions governing the use of the Barclaycard Business Card and the relationship between the Bank and the Company in relation to the Barclaycard Business Card. In addition to the Agreement, the Bank shall provide a schedule of fees and charges (as may be amended from time to time) and any Application Form signed by the Company. The schedule of fees and charges and the Application Form shall form part of this Agreement.

Activation and/or use of the Barclaycard Business Card shall be deemed to be unconditional and irrevocable acceptance by the Company and Authorised Individual of the Agreement.

## DEFINITIONS

The defined terms used in this Agreement have the following meanings:

**"Application Form"** means the application for a Barclaycard Business Card made by a Company and Authorised Individual in the format prescribed by the Bank.

**"ATM"** means an automated teller machine or any card operated machine, which accepts the Barclaycard Business Card for the purpose of issuing cash.

**"Authorised Individual"** means the person nominated by the Company, being either an employee or shareholder of the Company, to utilise the Barclaycard Business Card, the said person shall be a joint applicant for the Barclaycard Business Card along with the Company.

**"Balance Transfer"** means the transfer of all or part of the Company's and/or Authorised Individual's outstanding balances under credit cards issued by other banks to the Card Account.

**"Bank"** means Barclays Bank PLC (including the UAE Branch).

**"Barclaycard Business Card"** means the credit card issued by the Bank under the terms of this Agreement in conjunction with [Visa/MasterCard].

**"Barclaycard Business Cheques"** means a demand draft or manager's cheque issued by the Bank on the instructions of the Company or Authorised Individual.

**"Card Account"** means an account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Company and/or the Authorised Individual by utilising the Barclaycard Business Card.

**"Cash Advance"** means any cash obtained at an ATM or otherwise using the Barclaycard Business Card.

**"Cash Advance Fee"** means the fee charged by the Bank for making each Cash Advance.

**"Cash-on-Call"** means the facility by which the Bank makes available to the Company and/or Authorised Individual a sum, the amount of which is to be agreed by the Bank, which will not exceed the unutilised credit limit on the Card Account.

**"Cash Rate"** means the interest rate payable by the Company and Authorised Individual in respect of a Cash Advance as set out in the schedule of fees and charges as posted on the announcement boards at the UAE branches.

**"Company"** means a sole proprietorship, partnership concern, limited liability company, private joint stock company, public joint stock company or such other form of corporate entity acceptable to the Bank, the said entity shall be a joint applicant for the Barclaycard Business Card along with the Authorised Individual.

**"Current Balance"** means the total debit balance outstanding in the Card Account payable to the Bank according to the Bank's records on the date the Statement of Account is issued.

**"Easy Payment Plan"** means the facility, which enables the Company and/or Authorised Individual to make a high value purchase from a selected merchant (as determined by the Bank) using the unutilised credit limit on Card Account.

**"Information"** means personal data and financial information about the Company and Authorised Individual.

**"Minimum Balance"** means the minimum balance payable by the Company and/or Authorised Individual as set out in the Statement of Account.

**"Payment Due Date"** means the date specified in the Statement of Account by which date payment of the Current Balance or any part thereof or the Minimum Balance is to be paid by the Company and/or Authorised Individual to the Bank.

**"PIN"** means the personal identification number issued in respect of a Barclaycard Business Card.

**"Standard Rate"** means the rate of interest applicable in respect of unpaid

amount of the Current Balance as set out in the schedule of fees and charges as posted on the announcement boards at the UAE branches. Such rate shall not apply to Cash Advances.

**“Statement of Account”** means the statement of account or other periodic statement of account sent by the Bank to the Company and/or Authorised Individual showing particulars of the Current Balance and Minimum Balance.

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

**“UAE Dirhams”** means, the lawful currency of the UAE.

## **1. APPLICATION FOR BARCLAYCARD BUSINESS CARD**

**1.1** The Barclaycard Business Card will be issued in the joint names of the Company and the Authorised Individual.

**1.2** The Authorised Individual and the Company shall duly complete and submit the Application Form, together with all the relevant documents, as required by the Bank.

**1.3** Provided the Application is accepted by the Bank, the Barclaycard Business Card shall be despatched to the Authorised Individual by mail, hand delivery or such other mode of despatch as agreed between the Bank and the Company or Authorised Individual. On signing the Application Form, the Company and the Authorised Individual confirm that they have received, read, understood and accepted the Agreement.

## **2. BARCLAYCARD BUSINESS BALANCES AND PAYMENTS**

**2.1** Company and the Authorised Individual shall be jointly and severally liable for any liabilities that arise with regard to the Barclaycard Business Card and under this Agreement.

**2.2** The Company and the Authorised Individual are required to make all payments by the Payment Due Date.

**2.3** The Statement of Account provided to the Company and/or Authorised Individual shall contain the Current Balance for the relevant period. The Company and/or Authorised Individual may choose to pay the Current Balance by the Payment Due Date. If the Company and/or Authorised Individual chooses not to pay the Current Balance, the Company and/or Authorised Individual shall pay an amount equal to or more than the Minimum Balance stated in the relevant Statement of Account by the Payment Due Date.

**2.4** If the Company and/or Authorised Individual pay the entire Current Balance by the Payment Due Date, then interest will not be charged. If the Company and/or Authorised Individual do not pay the Current Balance by the Payment Due Date, interest would be charged to the Company and Authorised Individual and debited to the Card Account. Such interest shall be charged at the Standard Rate. For avoidance of doubt, interest will be levied on Cash Advances at the Cash Rate.

**2.5** The Standard Rate and Cash Rate shall be determined by the Bank and notified to the Company and/or Authorised Individual.

**2.6** Any payments made by the Company and/or Authorised Individual to the Bank will be credited to the Card Account only on the date of the Bank receiving cleared funds. If the Bank does make a credit to the Card Account before receipt of cleared funds, we may reverse all or part of the credit (including any applicable interest), make an appropriate entry to the Card Account and require repayment of an amount corresponding to any debit balance.

**2.7** If the Company and/or Authorised Individual does not pay the Minimum Balance stated in the relevant Statement of Account by the Payment Due Date the Bank may cancel the Barclaycard Business Card issued to the Company and Authorised Individual. The Company and/or Authorised Individual will also be required to immediately pay the Current Balance standing in the Card Account and any other amounts that are owed by them to the Bank. Interest will continue to be charged on the Current Balance until payment in full has been received. The Company and/or Authorised Individual must return all cards to the Bank and cancel any instructions the Company and/or

Authorised Individual has given to others to charge transactions to the Card Account.

**2.8** All payments must be made in UAE Dirhams and shall be net of any and all bank charges and commissions. If payment is made in any other currency, the Company and Authorised Individual will be liable to pay to the Bank all exchange, commission and other charges incurred by us in converting such payment into UAE Dirhams.

### **3. USE OF THE BARCLAYCARD BUSINESS CARD**

**3.1** The Barclaycard Business Card is issued for use in connection with the facilities made available by the Bank from time to time including:

- (a) Payment for purchase of goods and/or services, which payment is charged to the Card Account;
- (b) Any ATM transaction effected through the Company or Authorised Individual's other accounts;
- (c) Cash Advance, as set out under Clause 9 hereof; and/or
- (d) Other facilities, subject to prearrangement with the Bank.

**3.2** The Company and/or Authorised Individual shall be responsible for all transactions whether processed with the Company's and/or Authorised Individual's knowledge or by their express or implied authority. The Company and Authorised Individual accept the record of the transaction as conclusive and binding for all purposes.

**3.3** The Bank shall be entitled to, at any time, without prior notice, without giving any reason and without liability towards the Company or Authorised Individual, withdraw and restrict the Company's and/or Authorised Individual's right to use the Barclaycard Business Card or to refuse to authorise any transaction.

**3.4** The Bank may change the credit limit relating to the Barclaycard Business Card depending on the Bank's assessment of the usage of the Card Account. As a responsible lender, the Bank may restrict the Company's and/or Authorised Individual's Cash Account limit, suspend its rights to use the Barclaycard Business Card for Cash Advances and use the Bank's discretion to offer Barclaycard Cheques. The Bank will inform the Company and/or Authorised Individual before it takes this action or as soon as possible afterwards.

**3.5** The Company and/or Authorised Individual shall be responsible for all credit card transactions at an ATM facility whether concluded with the Company's and/or Authorised Individual's knowledge or with the Company's and/or Authorised Individual's express or implied authority.

**3.6** The Company and/or Authorised Individual undertakes not to use the Barclaycard Business Card for any illegal or immoral purposes.

### **4. COMMUNICATIONS**

**4.1** The Bank may contact the Company and/or Authorised Individual by post, telephone, facsimile and electronically using the latest contact details the Company or Authorised Individual has given to the Bank. The Company and Authorised Individual are required to inform the Bank as soon as possible if their addresses or other contact details have changed. The Bank will not be held liable for loss or damage resulting from the Company's and/or Authorised Individual's failure to receive information from the Bank.

**4.2** The Company and/or Authorised Individual can give the Bank instructions either in writing, verbally, by telephone or electronically unless the Bank informs the Company and/or Authorised Individual that instructions can only be given in a specific way. Before the Bank can act on instructions given to it by telephone, facsimile or electronically the Bank will agree security procedures with the Company or Authorised Individual.

**4.3** The Company or Authorised Individual may collect the Barclaycard Business Card personally from the Bank or at the Company's and/or Authorised Individual's own risk the Barclaycard Business Card may be sent by post or courier service to the address notified by the Company or Authorised Individual.

**4.4** The Company and/or Authorised Individual may, upon written instruction to the Bank, request that the Bank issue the Company and/or Authorised Individual a Barclaycard Cheque.

## **5. KEEPING TRACK OF SPENDING**

**5.1** The Bank will send the Company and/or Authorised Individual a monthly statement showing details of Current Balance on the Card Account and the Minimum Balance payable along with the Payment Due Date. The Company and/or Authorised Individual must check the statements carefully and inform the Bank within 14 days of the date of dispatch of the statement if the statement contains something, which appears to be incorrect. Failure to notify the Bank of the discrepancy within the 14-day period will make the statement final and will be treated as conclusive evidence in respect of the period of time to which it relates.

**5.2** The Bank will charge the Company and Authorised Individual the following fees, which may be amended from time to time:

- (a) an annual fee for the Barclaycard Business Card;
- (b) Cash Advance Fee;
- (c) a fee for issuance of a Barclaycard Cheque;
- (d) a fee for additional copies of account statements;
- (e) a fee for providing additional products and services using the Barclaycard Business Card.

Current fees and charges shall be posted on the announcement board at our UAE branches.

**5.3** The Bank will charge the Company and Authorised Individual for any reasonable costs or losses it will incur if the Bank is in breach of this Agreement, including the following charges, to be decided by the Bank:

- (a) a fee if the Company and/or Authorised Individual does not pay at least the Minimum Amount Payable by the Payment Due Date;
- (b) a fee if the Company and/or Authorised Individual exceeds the credit limit at any time;
- (c) a fee if a direct debit, cheque or other item is not paid when first presented; and
- (d) a fee if the Company and/or Authorised Individual fails to make any required payments for additional products or services.

Current default charges shall be posted on the announcement board at our UAE branches.

## **6. PROTECTING THE BARCLAYCARD BUSINESS CREDIT CARD**

**6.1** The Company and Authorised Individual must:

- (a) keep the Barclaycard Business Card details and Barclaycard Business Cheques (if any) safe and not allow anyone else to use them; and
- (b) learn the allotted PIN and other security information and keep them secret at all times and must never write down or record the PIN or other security information.

**6.2** The Company and Authorised Individual must only reveal the Barclaycard Business Card number to make a transaction, to report the loss or theft of the Barclaycard Business Card or if the Banks allows such disclosure.

## **7. LOSS OR THEFT OF BARCLAYCARD BUSINESS CARD**

**7.1** If the Barclaycard Business Card is stolen or lost, the Company and Authorised Individual are required to immediately report the loss or theft to the Bank and the local police station along with particulars relating to the Barclaycard Business Card and details of where the loss or theft has occurred. The Company and/or Authorised Individual must notify the Bank in writing as soon as possible if the Company and/or Authorised Individual suspects that the Barclaycard Business Card may be misused or that someone else may know the PIN.

**7.2** In the event of loss or theft of the Barclaycard Business Card, the Company and Authorised Individual will be liable for all transactions concluded until

such time as the Company and/or Authorised Individual have informed the Bank of the loss or theft of the Barclaycard Business Card. If someone uses a Barclaycard Business Card and obtained it with the Company and/or Authorised Individual's permission, the Company and Authorised Individual will be liable for all the transactions, which take place prior to notifying the Bank of the misuse.

## **8. REFUNDS AND CLAIMS AGAINST THE BANK**

**8.1** The Bank can refuse to act on any instruction if:

- (a) it has a good reason for believing that the Company and/or Authorised Individual did not give the Bank the instruction;
- (b) the instruction is not clear;
- (c) the Bank believes that by carrying out the instruction the Bank might break a law, regulation, code or other duty; or
- (d) the Bank reasonably believes that carrying out the instruction may damage its reputation.

**8.2** The Bank will not be liable to the Company and/or Authorised Individual if:

- (a) the Bank does not act on instructions given by the Company and/or Authorised Individual for any reason under 8.1;
- (b) the instructions the Company and/or Authorised Individual gives the Bank are not correct; or
- (c) the Bank cannot carry out our responsibilities under this Agreement as a result of anything that the Bank cannot reasonably control.

**8.3** The Bank will not be liable to the Company and/or Authorised Individual in any circumstances for loss of business, loss of goodwill, loss of opportunity, loss of profit, or any type of special, consequential or indirect loss whatsoever.

**8.4** The Company and/or Authorised Individual cannot use a claim the Company and/or Authorised Individual may have against someone else to make a claim against the Bank, or refuse to pay the Bank, unless the Company and/or Authorised Individual have a legal right to do so.

**8.5** If the Company and/or Authorised Individual breaches any of the conditions of this Agreement, the Bank shall be entitled to claim from the Company and/or Authorised Individual any losses or costs that the Bank incurs as a result of such breach. The Bank's entitlement to claim such losses from the Company and/or Authorised Individual is in addition to the Bank's entitlement to recover from the Company and/or Authorised Individual any monies that the Company and/or Authorised Individual already owe the Bank.

## **9. CASH ADVANCES**

**9.1** The Company and/or Authorised Individual may use the Barclaycard Business Card to obtain Cash Advances in such amounts that may from time to time be acceptable to the Bank.

**9.2** The Company and/or Authorised Individual may obtain a Cash Advance by presenting the Barclaycard Business Card at any of the Bank's UAE branches or any member institution of Master Card/Visa International that offers this facility along with relevant identity documentation. Alternatively, the Company and/or Authorised Individual may obtain the Cash Advance by using the Barclaycard Business Card at any of the Bank's ATMs or at the ATM of such other bank with whom the Bank has made the relevant arrangements. Cash Advances taken through the use of an ATM will be subject to daily withdrawal limits.

**9.3** The Company and Authorised Individual shall be required to pay the Cash Rate on Cash Advances. The Cash Rate at the prevailing rate applied by the Bank will accrue on each Cash Advance from the date of the Cash Advance till the date of repayment in full (both inclusive).

**9.4** The Company and Authorised Individual shall also be required to pay a Cash Advance Fee for each withdrawal. The Cash Advance Fee shall be decided from time to time by the Bank and posted on the announcement board in the Bank's UAE branches.

## **10. BALANCE TRANSFER, CASH-ON-CALL AND EASY INSTALMENT PLAN**

### **10.1 Balance Transfer**

**10.1.1** The Balance Transfer facility allows the Company and/or Authorised Individual to transfer all or part of the Company's and/or Authorised Individual's outstanding balances under credit cards issued by other banks to the Card Account.

**10.1.2** The minimum amount that can be transferred under the Balance Transfer facility shall be two thousand dirhams (AED 2,000) and the maximum cannot exceed the lower of fifty thousand dirhams (AED 50,000) or 90% of the authorised credit limit provided to the Company and/or Authorised Individual, subject to the unutilised credit limit on the Card Account at the time of the transfer.

**10.1.3** In the event that the repayment term of the balance transfer is for a period of eighteen (18) months or greater, the Bank will waive the interest charged on the Balance Transfer for a period of three (3) months.

**10.1.4** Billing of the Balance Transfer facility will commence from the Statement of Account sent to the Company and/or Authorised Individual at the end of the next full billing cycle.

### **10.2 Cash-on-Call**

**10.2.1** Through the Cash-on-Call facility the Bank may make available to the Company and/or Authorised Individual a sum, the value of which to be agreed by the Bank, which will not exceed the unutilised credit limit on the Card Account.

**10.2.2** Billing of the Cash-on-Call facility will commence from the statement of account sent to the Company and/or Authorised Individual at the end of the next full billing cycle.

### **10.3 Easy Instalment Plan**

**10.3.1** The Easy Instalment Plan, which the Bank may make available to the Company and/or Authorised Individual would enable the Company and/or Authorised Individual to make a high value purchase from a selected merchant (as determined by the Bank) using the unutilised credit limit on the Cash Account.

**10.3.2** Billing of the Easy Instalment Plan monthly instalment will commence from the first Statement of Account sent to the Company following the date of the Company's and/or Authorised Individual's purchase.

**10.3.3** The Bank will not be liable for any damage or loss incurred by the Company and/or Authorised Individual arising out of the use or otherwise of the Easy Instalment Plan purchase nor shall the Bank be responsible in any way for the quality of the Easy Instalment Plan purchase. Any complaint with regard to the quality of the Easy Instalment Plan purchase shall be referred to the relevant supplier or merchant and shall not affect the Company's and/or Authorised Individual's obligation to continue making payments under this condition.

## **11. USE OF INFORMATION**

**11.1** In order to provide the Company and/or Authorised Individual with products and services the Bank requires to collect, use, share and store personal and financial information about the Company and/or Authorised Individual ("Information"). This includes information which the Bank:

- (a) obtains from the Company and/or Authorised Individual or from third parties when the Company and/or Authorised Individual applies for a Barclaycard Business Card or any other related product or service, or which the Company and/or Authorised Individual or such other sources provide to the Bank at any other time; or
- (b) learns from the way the Company and/or Authorised Individual uses and manages its Barclaycard Business Card and Card Account, and related products and services, from transactions the Company and/or Authorised Individual executes, such as the date, amount, currency and the name and type of supplier.

**11.2** Where the Company and/or Authorised Individual provides personal

and financial information relating to others, the Company and/or Authorised Individual confirms that it has the relevant persons/entities consent or is otherwise entitled to provide this information to the Bank and for the Bank to use it in accordance with this Agreement.

**11.3** The Bank and other companies in the Barclays Group will use Information to manage the allotted Barclaycard Business Card and Card Account, provide statements and provide the Bank's services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), to prevent and detect fraud, money laundering and other crime, carry out regulatory checks and meet our obligations to any relevant regulatory authority, and to develop and improve our services and protect the Bank's interests.

**11.4** The Bank and other members of the Barclays Group will use Information to inform the Company and/or Authorised Individual by letter, telephone, text (or similar) messages, digital television, e-mail and other electronic methods, about products and services (including those of others) which may be of interest to the Company and/or Authorised Individual. The Company and/or Authorised Individual may notify the Bank at any time if the Company and/or Authorised Individual do not wish to receive marketing communications from the Bank and/or other members of the Barclays Group by writing to us.

**11.5** The Bank and credit reference and fraud prevention agencies will share the Information. Credit reference agencies keep a record of the Bank's enquiries and may record, use and give out information the Bank gives them to other lenders, insurers and other organisations. The information recorded by fraud prevention agencies may be accessed and used by organisations in the UAE and in other countries, including law enforcement agencies.

**11.6** The Bank may give information about the Company and/or Authorised Individual and how the Company and/or Authorised Individual manages its Barclaycard Business Card and Card Account to the following:

- (a) Other companies within the Barclays Group.
- (b) Entities that provide a service to the Bank or are acting as the Bank's agents, on the understanding that they will keep the information confidential.
- (c) Anyone to whom the Bank transfers or may transfer its rights and/or duties under this Agreement.
- (d) Any third party as a result of any restructure, sale or acquisition of any company within the Barclays Group, provided that any recipient uses the Information for the same purposes as it was originally supplied to the Bank and/or used by the Bank.

The Bank may also give out the Information if the Bank has a duty to do so or if the law allows the Bank to do so. Otherwise, the Bank will keep the Information confidential.

**11.7** If the Bank transfers Information to a person, office, branch or organisation located in another country, the Bank will make sure that such person, office, branch or organisation agrees to apply the same levels of protection as the Bank is required to apply to the Information and to use the Information strictly in accordance with the Bank's instructions. In order to make certain payments, the details of the payment (including information relating to those involved in the payment), Information may be sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime).

**11.8** The Bank will retain information about the Company and/or Authorised Individual after the closure of the Card Account and cancellation of the Barclaycard Business Card, or if the application is declined or abandoned for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.

**11.9** The Company and/or Authorised Individual can ask for a copy of the Information the Bank holds relating to the Company and/or Authorised Individual through a written request to the Bank. A fee will be charged for this service.

## **12. CHANGES TO THE TERMS OF THIS AGREEMENT**

**12.1** The Bank may change the Terms and Conditions of this Agreement

and the schedule of fees and charges at any time and the Bank will notify the Company and/or Authorised Individual about any changes made. For example, the Bank may make changes based on changes in the Company's and/or Authorised Individual's credit risk or general changes to take account of: market conditions; changes in the cost of providing services; changes or predicted changes in legal or other requirements affecting the Bank; any system or product development.

**12.2** The Bank may introduce changes to and charges for the Bank's services at any time. The Bank may also upgrade the Barclaycard Business Card or enhance the services the Bank provides to the Company and/or Authorised Individual.

**12.3** The Bank will inform the Company and/or Authorised Individual about any changes, which are to the Company's and/or Authorised Individual's disadvantage by changing any relevant information on the announcement board at the Bank's UAE branches and may also do this by:

- advertising in the press;
- sending written notice by post or electronically;
- putting messages on the Company's and/or Authorised Individual's statements; or
- text (or similar) messages.

The Bank will inform the Company and/or Authorised Individual about any other changes using the above methods, by notices in the Bank's UAE branches or by information given on the Bank's website.

**12.4** Apart from changes to the Bank's interest rates, which the Bank can apply immediately, most changes will take effect at least 30 days after the Bank notifies the Company and/or Authorised Individual about the change. The Bank may introduce changes immediately and advise the Company and/or Authorised Individual within 30 days of the change if the Bank reasonably considers it necessary.

## **13 REPRESENTATION AND WARRANTIES**

**13.1** The Company represents and warrants to the Bank:

(a) that the Company is a duly incorporated, validly existing corporation under the laws of the place of its incorporation;

(b) that the Company has full power and authority to enter into this Agreement and the exercise of the Company's rights and performance of its obligations there under have been duly authorised by all necessary corporate and other action;

(c) that all governmental, municipal and other licences, permits, consents and registration, which are legally or administratively required for the carrying on of its business are obtained and each such licence, consent and registration will be kept in full force and effect and that all the Terms and Conditions thereof will be complied with and the duties, fees and payments due or which become due from time to time will be settled;

(d) that under the laws of the jurisdiction of its incorporation in force at the date hereof, it is not necessary that this Agreement be filed, recorded or enrolled with any court or other authority in such jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Agreement;

(e) that in any proceedings taken in its jurisdiction of incorporation in relation to the Agreement, the Company will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process;

(f) that all acts, conditions and things required to be done, fulfilled and performed in order (i) to enable the Company lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by the Company under this Agreement and (ii) to ensure that the obligations expressed to be assumed by the Company under this Agreement are legal, valid and binding;

(g) that the carrying out of the other transactions contemplated by this Agreement does not infringe any existing applicable law or regulation in the UAE;

(h) that it has not taken any action and no legal proceedings have

been initiated or threatened against it for its winding-up, dissolution, administration, bankruptcy or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of all or any material part of its assets or revenues.

**13.2** Each of the representations and warranties constituted by Clause 13 shall survive the execution of this Agreement, is made on the date hereof and shall be deemed to be repeated on the date of each Statement of Account and on each Purchase Transaction Date with reference in each case to the facts and circumstances then subsisting.

## **14. COVENANTS**

**14.1** The Company shall:

(a) obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations of the jurisdiction of its incorporation, and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Agreement;

(b) promptly inform the Bank of the occurrence of any default or potential default;

(c) comply in all material respects with all applicable laws; and

(d) not enter into any amalgamation, demerger, merger or corporate reconstruction.

## **15. TERMINATION OF THIS AGREEMENT**

**15.1** The Bank or the Company and Authorised Individual (jointly) can terminate this Agreement by giving written notice to the other party. Unless there are exceptional circumstances, the Bank will give the Company and/or Authorised Individual 30 days' notice before the Bank terminates this Agreement. The Company and Authorised Individual must return the Barclaycard Business Credit Card and unused Barclaycard Business Cheques to the Bank and cancel any instructions given to others to charge transactions to the Card Account. The Company and Authorised Individual must make all payments due and this Agreement will continue until all amounts have been paid including amounts added to the Card Account after the notice to end the Agreement.

**15.2** The Bank may cancel the Barclaycard Business Card and require the Company and Authorised Individual to immediately repay all amounts owed to the Bank under this Agreement if the Bank reasonably believes the:

- the Company and/or Authorised Individual are not eligible to obtain a Barclaycard Business Card;
- the Company and/or Authorised Individual have given the Bank any false, misleading or incorrect information at any time;
- the Company and/or Authorised Individual or someone else is using the Card Account illegally or for criminal activity;
- the Company's and/or Authorised Individual's behaviour means that it is inappropriate for the Bank to maintain the Card Account;
- by continuing to provide the Company and/or Authorised Individual with a Barclaycard Business Card we might break a law, regulation, code or other duty, which applies to the Bank;
- by continuing to provide the Company and/or Authorised Individual with a Barclaycard Business Card we may damage our reputation; or
- the Company and/or Authorised Individual have been in serious or persistent breach of this Agreement.
- any representation, undertaking, warranty, declaration or statement made or deemed to be made by the Company and/or Authorised Individual herein or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith is or proves to have been incorrect or misleading in any material respect, when made or repeated, as determined by the Bank,
- any covenant or undertaking provided by the Company and/or Authorised Individual is violated

The Bank may require the Company and/or Authorised Individual to immediately repay all amounts owed to the Bank under this Agreement if the Authorised Individual dies or become, or are likely to become, bankrupt, or

the Company takes any corporate action, or other steps or legal proceedings are commenced, for its liquidation, termination, dissolution, or reorganisation by reason of its financial difficulties; or any other steps are taken to initiate its bankruptcy or liquidation, either voluntary or compulsory, or external management or bankruptcy management is adopted or the Company is declared bankrupt or goes into liquidation, either voluntarily or compulsorily.

**15.3** Interest will continue to be charged on all outstanding balances on the Card Account until payment or any judgement is made against the Company and/or Authorised Individual up to and including the date of full settlement.

## **16. GENERAL**

**16.1** If the Bank knows of, suspects or wishes to prevent misuse of the Barclaycard Business Card (which could include fraudulent or illegal activity or use of the Barclaycard Business Card other than in accordance with this Agreement) or is required to do so under a provision of law, court order or under a government regulation or notification the Bank may, without informing the Company and Authorised Individual:

- refuse to approve a transaction;
- cancel or suspend the Company's and/or Authorised Individual's rights to use the Barclaycard Business Card for any or all purposes;
- refuse to replace any Barclaycard Business Card.

The Bank shall not be responsible for any loss or damage incurred by the Company and/or Authorised Individual as a result of taking the above actions.

**16.2** The Bank may, without the Company's and/or Authorised Individual's consent, transfer or assign to any other person any or all of the Bank's rights and duties under this Agreement at any time (including, without limitation, our duty to lend to you). The Bank can execute such assignment without notifying the Company and/or Authorised Individual.

**16.3** The Company and/or Authorised Individual shall be liable to pay all taxes and costs, which the Bank may be called upon to pay in connection with this Agreement.

**16.4** The Bank may at any time without notice or demand, combine and/or consolidate the Company's and/or Authorised Individual's Card Account with all or any of the Company's and/or Authorised Individual's other accounts with the Bank, at any of the Bank's branches (whether any such other accounts are now existing or hereinafter opened) and/or set-off or transfer any credit balance in any such accounts in or towards satisfaction of any of the Company's and/or Authorised Individual's obligations or liabilities to the Bank.

**16.5** The Bank reserves the right to refuse the Company's and Authorised Individual's application for a Barclaycard Business Card or any particular product or service without giving reasons.

**16.6** This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai, and the Federal Laws of the UAE (to the extent applicable).

**16.7** The Company and Authorised Individual irrevocably and unconditionally submit to the jurisdiction of the courts of Dubai, UAE. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the Bank's right to take proceedings against the Company and/or Authorised Individual in the courts of any other competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

**16.8** This Agreement is in English and Arabic and the Bank will write and communicate with the Company and/or Authorised Individual in English unless the Company and/or Authorised Individual write to the Bank to request that the Bank write and communicate with the Company and/or Authorised Individual in Arabic.

Barclaycard Business is a trading name of Barclays Bank PLC. Barclays Bank PLC in England is authorised and regulated by the Financial Services Authority and in the UAE is authorised and regulated by the Central Bank of the UAE.

Registered in England No: 1026167. Registered Office: 1 Churchill Place, London E145HP.

UAE address: Building 6, Burj Dubai.

# Credit Shield Insurance

## Cover Details

Provided by  
**Oman Insurance Co. PSC**

In association with  
**Barclays Bank PLC**

We welcome you as a Barclaycard Cardholder to enjoy the benefits of this Credit Shield Protection provided by Oman Insurance Company. We request you to go through the Cover details in order to understand thoroughly the extent and terms of the Cover offered.

## Scheme Highlights

- 24-hour worldwide cover for Death PTD and Critical illness benefits.
- No medical certificate is required
- Accidental hospitalisation for upto 60 days
- Credit Card Liability Waiver due to dishonesty of the supplementary cardholder(s).
- Low monthly rate of 0.79% of your last credit card statement balances.
- Credit spend by supplementary cardholders is also covered.

## Important Notice

1. A nominal rate of 0.79% will be applied on the total outstanding amount in each month's card statement.
2. The Cardholder has the option to opt out of the scheme at any time. However, once opted out, the Cardholder will not be allowed to re-join the scheme.
3. The cover is applicable only for Primary Cardholders except in respect of Credit Card Liability Waiver Benefit and excludes lodged and Corporate Cards. In respect of Credit Card Liability Waiver the cover is against the dishonesty of the supplementary cardholder(s).
4. The Cardholder should be of age between 18 to 65 years.
5. The Territorial Limit is 'worldwide' in respect of Death Disability Critical Illness and Credit Card Liability waiver and Secure Wallet Plus cover and 'UAE' in respect of Accidental hospitalisation expenses.
6. The Cover is subject to the Jurisdiction of the competent courts of Dubai.
7. The Bank reserves the right, at any time, to change the terms, conditions, rates and/or reject, discontinue or cancel the Cover applicable without assigning any reason thereof.
8. Death or Disablement could be due to any cause except those expressly excluded.
9. Benefits payable under this scheme shall be adjusted against the Cardholder's total amount outstanding with the Bank on his credit card account.
10. The Bank is not at any time considered as an agent of Oman Insurance Company the "Insurance Provider". Any claims or contestations for any insurance coverage can however be negotiated directly with Oman Insurance Company, Dubai, through the banks offices.

## Definitions

For the purpose of this policy, the following definitions shall apply unless the context otherwise requires:

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

**"Bank"** means Barclays Bank, Dubai, United Arab Emirates.

**"Benefit"** means the indemnity payable under the scope of this policy in respect of Death or Permanent Total Disablement or Critical Illness or Credit Card Liability Waiver or Accidental hospitalisation expenses or Secure Wallet Plus of the Cardholder.

**"Cardholder"** means a Primary Account holder of the Credit Card Facility with the Bank who has not unsubscribed to the benefits under this cover and has not been disqualified by the provisions of this policy to be eligible to receive the benefits under this policy. However, "Cardholder" in respect of Credit Card Liability Waiver Benefit shall mean any person other than the primary credit cardholder (the owner of the Company) authorised by the Company to use the SME Credit Cards for Company business only who are either:

- (a) under a contract of/for service or apprenticeship with the Company; or
- (b) undergoing training under any government approved training scheme

under the control of the Company in connection with the business

Subject always to the Cardholder having reached the age of eighteen. The term Cardholder shall include a director of the Company if such person:

- i) is also employed by the Company under a contract of service; and
- ii) controls no more than 5% of the issued share capital of the Company or of any subsidiary of the Company.

**“Commencement Date”** means the date the Cardholder is enrolled for this cover or the date of inception of this cover whichever is later. Cardholders are enrolled for this cover by checking the check box in the credit card application to avail the credit shield benefits.

**“Company”** means the Oman Insurance Company, Dubai, United Arab Emirates.

**“Cover”** means the Credit Shield Benefit offered by the Bank in association with the Company.

**“Cover Period”** means the period after Commencement Date during which the benefits under this Cover shall apply.

**“Credit”** means the credit or other form of financial accommodation provided by the Bank to the Cardholder under the Credit Card Facility.

**“Credit Card Facility”** means the Bank’s Credit Card Facility including any Supplementary Cards, which have been nominated as the facilities to which the benefits under this Cover are to apply.

**“Charges”** shall mean all amounts charged to the Company’s SME Credit Card account with the Bank where:

- (a) the Company has paid the bill but been unable to obtain reimbursement from the Cardholder; or
- (b) the Bank has billed the Cardholder direct and the Company has reimbursed the Cardholder but the Cardholder has not paid the Bank; or
- (c) the Company has received direct or indirect benefit but is contractually required to pay twice as a result of (b) above.

It is understood and agreed that there can be no circumstance where the Company can pay a claim twice.

Provided that such unauthorised charges:

- (a) are billed up to 75 days preceding the Discovery Date and notified by the Company to the Bank on or within 14 days of the Discovery Date.
- (b) are incurred but are not yet billed as of the Discovery Date or up to 14 days after the date on which the Bank received a request to cancel that Cardholders Card whichever occurs first
- (c) are discovered not later than 75 days after the termination of this Policy OR the insurance in respect of the Company employing the Cardholder concerned with the loss whichever occurs first.

Critical Illness means any of the following:

### **Cancer**

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin’s Disease. Any non-invasive cancer in-situ, Hodgkin’s Disease stage 1, prostate cancer stage A, all skin cancers except invasive malignant melanoma (starting with Clark Level III) and any malignant tumour in the presence of any Human Immunodeficiency Virus are excluded.

### **Heart attack (myocardial infarction)**

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis for this will be evidenced by all of the following criteria:

- history of typical chest pain

- new electrocardiogram changes
- elevation of infarction specific enzymes
- Non-ST segment elevation myocardial infarction (NSTEMI) with elevation of troponin I or T is excluded.

### Stroke

Any cerebrovascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Evidence of neurological deficit for at least 3 months has to be produced.

### Coronary artery (bypass) surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography. With regard to this cover, angioplasty and/or any other intra-arterial procedures are excluded.

### Kidney failure (end-stage renal disease)

End-stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.

### Major organ transplantation

The actual undergoing of a transplantation as the recipient of a heart, lung, liver, pancreas, kidney or bone marrow.

### Multiple sclerosis

Unequivocal diagnosis of multiple sclerosis by a consultant neurologist holding such an appointment at an approved hospital. The Cardholder must exhibit neurological abnormalities that have existed for a continuous period of at least six months or must have had at least two clinically documented episodes. This must be evidenced by the typical symptoms of demyelisation and impairment of motor and sensory functions.

**Date of Event** means any one of the following:

1. In respect of death the date of death resulting from an accident or illness happening after the Commencement Date and during the Cover Period.
2. In respect of Permanent Total Disablement the date of recognition of Permanent Total Disablement by a competent authority resulting from an accident or illness happening/manifesting after the Commencement Date and during the Cover Period.
3. In respect of Critical Illness the date of diagnosis of Critical Illness by a competent authority resulting from an accident or illness happening/manifesting after the Commencement Date and during the Cover Period.
4. In respect of accidental hospitalisation expenses the date of admission in the hospital following an accident after the commence date and during the Cover Period.
5. In respect of Secure Wallet Plus the date the cardholder has discovered that the credit card has been misused by a unauthorized person.

**'Death'** means death by injury or illness.

**'Hospital'** means an establishment, which meets all of the following requirements: (1) holds a licence as a hospital in the UAE, if required; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organised facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and (7) maintains X-ray equipment and operating room facilities.

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

**'Indebtedness'** means the total amount outstanding in the Credit Card Facility as on the Date of Event but excluding any Credit facility availed after the Date of Event subject to a maximum of the Cardholder's credit limit.

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

**'Minimum Payment Due'** means the 'Minimum Payment Due' mentioned in the Credit Card billing statement issued for the period covering the Date of Event.

### **Permanent Total Disablement**

Means either of the below as a result of the injury or illness arising out of a cause not specifically excluded under this policy

- Permanent Loss of sight of both eyes.
- Physical severance/amputation of two limbs
- Complete and Permanent Paralysis
- Totally Disabled and 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

Provided that the disability shall be for a period of six consecutive months and that the Company is satisfied that the Cardholder will be so rendered indefinitely. However, this time limit shall not apply to cases 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 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 Commencement Date.

### **SME**

SME shall mean Small and Medium Enterprise holding an SME Credit Card with Barclays Bank.

### **Theft**

shall mean any act of Fraud or dishonesty by any Cardholder committed in connection with the Authorised Card issued to them with clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Cardholder to receive such gain.

### **ELIGIBILITY CONDITIONS**

1. The Cardholder must meet the eligibility criteria stipulated by the Bank to become a Cardholder.
2. The Cardholder shall be within the age criteria specified in the schedule of this policy.

### **SCOPE OF COVER**

1. Death, or
2. Permanent Total Disablement, or
3. Critical Illness or
4. Accidental hospitalisation expenses or
5. Credit Card Liability Waiver
6. Secure Wallet Plus

### **AMOUNT COVERED**

1. In respect of **Death** or **Permanent Total Disablement** or **Critical Illness** of the Primary Cardholder, the Cardholder's Indebtedness as on the Date of Event subject to a maximum of AED 100,000/- would be waived off by Bank.
2. In respect of **Accidental Hospitalisation** of the Primary Cardholder, AED 200 per day subject to a maximum of 60 days towards reimbursement of incurred expenses.

3. In respect of **Credit Card Liability Waiver** loss of Charges due to the Bank or for which the Company is legally responsible caused by any act of Theft committed during the Cover Period by any Cardholder other than the Primary Cardholder (the owner of the SME) subject to a maximum of AED 100,000 would be waived off by the Bank.

#### 4. Secure Wallet Plus

4.1 In the event of card/s pursuant to the credit card facility of the cardholder card is lost / stolen anywhere in the world the company will indemnify any or all losses (other than those specifically excluded in the exclusions applicable to Secure Wallet Plus cover) arising within 48 hours prior to the time the card is reported lost or stolen, and /or resulting from misuse of such lost or stolen card by an unauthorized person.

4.2 The indemnity contained in clause 5.1 above shall be subject to maximum of AED 10,000 or the actual loss whichever is lower.

#### EXCLUSIONS

1. No Benefits under this policy shall be payable in respect of a Cardholder where the Event giving rise to a claim under this policy occurs as a result of:

- (a) Death by suicide within 12 months of the commencement date;
- (b) Illness occurring within 30 days of the commencement date;
- (c) Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from an legally recognised medical practitioner);
- (d) The effects or complications arising from pregnancy;
- (e) Any accident occurring on or in or about any aircraft other than an aircraft in which the Cardholder was travelling as a bonafide passenger and which is operated by a licensed commercial or chartered airline;
- (f) Nuclear Radiation, Nuclear Fission, Nuclear Fusion and/or Radioactive Contamination;
- (g) Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurrection, popular rising, usurped power, terrorism;
- (h) The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner but this exclusion shall not apply to Death arising out of the above reason;
- (i) Due to Chronic Illness/Condition but this exclusion shall not apply to Death resulting from Chronic Illness/Condition;
- (j) Illness due to pre-existing condition but this exclusion shall not apply in respect of Death occurring after a continuous period of 6 months from the Date of Commencement in respect of the particular Cardholder. However, this exclusion is applicable only if the Company is able to substantiate 'pre-existing condition' within 1 month from the date of submission of all required claims documentation to the Company;
- (k) 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.

2. Exclusions applicable to Accidental Death and medical expenses only: No payment shall be made under this policy on the death of the cardholder or medical expenses incurred by him, if such death or medical expense occurs as a result of:

##### (a) Motor cycling

as a driver or passenger on machines with more than 150 cc engine capacity; or as a driver if the cardholder does not have a valid motor cycle licence.

(b) Mountaineering or rock climbing that uses ropes or guides, bungee jumping, scuba diving, pot holing or organised team sports.

(c) Big Game Hunting, BMX Stunt Riding, Boxing, Free Climb Mountaineering, Go-Karting, 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. Competing

in or practising for speed or time trials, sprints or racing of any kind. Taking part in expeditions or being a crewmember on a vessel.

3. Exclusions applicable in respect of Credit Card Liability Waiver arising out of and attributable to and/or in connection with the following:

- (a) loss of interest or consequential loss of any kind
- (b) loss caused by any act of any supplementary Cardholder committed prior to the commencement date for that supplementary Cardholder
- (c) charges incurred to Purchasing goods or services for the Primary Cardholder or for persons other than the Primary Cardholder pursuant to the instructions of the Primary Cardholder or acquiescence thereto by the Primary Cardholder if those goods or services are of the type, which are regularly purchased by or for the Primary Cardholder
- (d) charges incurred by a supplementary Cardholder after the discovery date of the loss by the Primary Cardholder or charges incurred beyond 14 days after the Bank receives a request to cancel the supplementary Cardholder's SME Credit Card whichever is the earlier
- (e) cash advances, after Notification of Termination Date
- (f) cash advances, which exceed AED 1,500/- per day or a maximum of AED 5,000/- in all prior to notification of Termination
- (g) War and Civil War
- (h) Radioactive Contamination
- (i) Insolvency
- (j) Financial Guarantee
- (k) Electronic Date Recognition

4. Claims reported later than 30 days from the date of event.

5. Exclusions applicable to Secure Wallet Plus Cover

- a. Losses of credit cards not reported to the issuing company within 24 hours of the discovery of the loss or theft.
- b. Loss due to the use of a genuine credit card by an authorised person using his/her genuine signature with intent to defraud.
- c. Losses arising as a result of the unauthorise use of card by a close relative.
- d. Any legal liability of whatsoever nature.
- e. Any loss not discovered during the Cover Period
- f. Any Internet transactions following occurrence of the event giving raise to claim under the Secure Wallet Plus Cover.

#### **CONDITIONS APPLICABLE**

- 1. The Cardholder/Insured shall furnish the Company with any information the Company may require (including details of the state of health) in respect of the Cardholder for the benefits hereunder. Prior to acceptance, the Company may, at its sole discretion, require the Cardholder to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit.
- 2. The benefits under this policy shall be extended only to Primary Cardholders and not to an additional or supplementary Cardholder.
- 3. No Benefits shall be paid in respect of a Cardholder who attains the Maximum Coverage Age specified in the schedule of this policy (at which time that Cardholder shall cease to be covered).
- 4. Notwithstanding anything contained herein to the contrary the benefits under this policy in respect of the Cardholder shall terminate upon the happening of any one or more of the following:
  - (i) Cancellation of the Cardholder's Credit Card Facility. However, the cancellation of cover shall be effective only from the 90th day of cancellation of the respective Credit Card Facility.
  - (ii) The Cardholder having attained the Maximum Coverage Age of this policy.

- (iii) Upon payment of a claim under Death or Disablement or Critical illness benefits.
- (iv) Upon payment of a claim under Credit Card Liability Waiver benefits. However, the cover will cease only in respect of this benefit.
- (v) The Cardholder becomes a defaulter for a period of 90 days. However, this policy will be automatically reinstated once the Cardholder has paid his dues.
- (vi) Cancellation of the benefits under this policy by the Bank or the Cardholder at any time in accordance with the Terms and Conditions of this policy.
- (vii) Cancellation of the benefits under this policy by the Bank or the Cardholder at any time in accordance with the Terms and Conditions of this policy.
- (viii) Transfer of Cardholder's indebtedness to another person.

5. The observance by the Cardholder of the terms of this policy and the truth of the statements and the answers by the Cardholder in any material information provided by the Cardholder shall be condition precedent to benefits applicable under this Cover. If the circumstances in which the insurance contract was entered into are materially altered without the written consent of the Company, the policy shall become null and void.

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

7. All claims and/or disputes shall be subject to the Jurisdiction of the Competent Courts of Dubai.

8. The maximum cumulative amount of Benefits payable under this Policy for any any one person shall not exceed the amount stated herein irrespective of the number of policies in force or the number of Credit Card Facilities in respect of which the Cardholder has obtained a similar benefit as provided herein.

9. Special conditions applicable of credit card liability waiver benefit

#### **a) OBLIGATIONS OF THE COMPANY**

- For a valid claim to arise it is a condition of this Policy that the Primary Cardholder (Owner of the SME) shall as soon as any act of Theft is discovered make every effort to retrieve the Credit Card from the supplementary Cardholder and destroy the same.
- Immediately following the discovery by the Primary Cardholder of any act of Theft by a supplementary Cardholder it shall be the duty of the Primary Cardholder to inform the Bank immediately and to have the Card placed upon the suspended card list. The Company shall bear no liability for future acts of Theft by the supplementary Cardholder following the said discovery of fraudulent act.
- Any money of the supplementary Cardholder in the Primary Cardholder's hands upon discovery of any loss and money, which but for the supplementary Cardholder's Theft would have been due to the supplementary Cardholder from the Primary Cardholder shall be deducted from the amount of the loss before a claim is made under this Policy.

#### **b) MINIMUM STANDARDS OF CONTROL**

- The Primary Cardholder has two (2) or more Cards in good standing on or after establishing a Card account with Bank.
- The claim notification should state:
  - i. Amount of Charges;
  - ii. The Supplementary Cardholder's name, Card number and last known business and home address;
  - iii. In cases where the Bank invoices the Supplementary Cardholder directly, that the Primary Cardholder has contacted the supplementary Cardholder in writing and directed him to immediately pay all outstanding Charges to the Bank and;
  - iv. Whether the Card was retrieved from the supplementary Cardholder.
- The Primary Carholder has delivered to the supplementary Cardholder

or sent by first class mail a written notice stating that the supplementary Cardholder's Card has been cancelled, that he should immediately discontinue all use of that Card, that he must immediately pay any outstanding amounts owed to the Bank, and that he must immediately return that Card to the Primary Cardholder.

- The Primary Cardholder has used and will continue to use its best endeavours to retrieve the Card from the supplementary Cardholder and to return it, cut in half, to the Bank.
- The Primary Cardholder shall promptly give written notice to the Bank if any supplementary Cardholder's employment has been terminated or in cases where the Bank invoices the supplementary Cardholder, if the Primary Cardholder knows or should know that a supplementary Cardholder is receiving reimbursement for Charges but is not paying the Bank for those Charges.

#### **SPECIAL CONDITIONS APPLICABLE TO SECURE WALLET PLUS COVER**

1. Loss (Losses) resulting from the use of a Credit Card shall be deemed discovered during the Cover Period only if the Cardholder first discovered, during the said Period, that such a credit card had been lost, stolen and misused by an unauthorised person.
2. As a condition precedent to their rights and to be indemnified under this policy, the Cardholder shall, as soon as possible and in any event within 24 hours after discovery of any loss or presumption of loss hereunder which may give rise to a claim for loss, give written notice thereof to the police and the Bank.
3. The Cardholder shall also, within three months after such discovery, furnish to the Bank affirmative proof of loss together with full particulars.
4. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of two years from the discovery of such loss. If the said two years' limitations are prohibited by any law controlling the construction of this policy, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
5. Payment of any loss under this policy shall be settled to the Bank.
6. In the event of payment under this Policy, the Company shall be subrogated to all the Cardholder's rights of recovery.

#### **CLAIMS PROCEDURE**

Upon happening of an event giving rise to a claim under this policy, the Cardholder/Cardholder's Legal Representatives/Insured shall follow the following procedure:

1. Give immediate written notice to the Company but not later than 30 days from the Date of Event and in the event of accidental hospitalisation the company should be notified within 72 hours from the time of event. In the event of loss or misuse of credit card within 24 hours of discovery to the police and the Bank.
2. The Bank or the Cardholder or the Cardholder's legal personal representative shall complete the standard claim form issued by the Company and produced at no cost to the Company with such evidence to substantiate the claim to the satisfaction of the Company as the Company may reasonably require.
3. The Cardholder or the Cardholder's legal personal representative or the Insured shall submit the following documents:

##### **for Death Claims**

- a. Copy of Death Certificate
- b. Copy of Post Mortem Report (wherever legally required)
- c. Copy of Police Report (if death was due to an accident)
- d. Copy of Medical Report from a licensed and registered medical officer with Detailed Diagnosis and Cause of Death if required by the Company when the actual cause of death is not clearly mentioned in the Death Certificate

- e. Copy of passport with visa page
- f. Any other documents as may be required

#### **for Permanent Total Disablement Claims**

- a. Disability Certificate from an authorised medical practitioner to assess disability
- b. Police Report (if disability is due to an accident)
- c. Medical Report from a licensed and registered medical officer with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any)
- d. Copy of passport with visa page
- e. Any other documents as may be required

#### **for Accidental medical expenses claims**

- a. Certificate of Insurance and Declaration form
- b. Police Report
- c. Medical Report from a licensed and registered medical officer
- d. Discharge Summary with the final invoice/s
- e. Any other documents as may be required

#### **for Critical Illness Claims**

- a. medical report\* diagnosing critical illness
- b. police report (if critical illness is due to an accident)
- c. copy of passport with visa page

#### **for Secure Wallet Plus Claims**

- i. Police Report
- ii. Proof of report given to the Bank
- iii. Details of unauthorised transactions.
- iv. Any other documents as may be required.

\*from an Authorised Medical Practitioner.

All papers as indicated above may be required to be produced as attested copies (other than those surrendered to the authorities or Employer) for verification before the final settlement of claim.

#### **CONTACT INFORMATION**

For any queries on coverage, benefits or claims procedure please contact Barclays Bank on +9714-4286000.