

Credit Shield Plus

- a) Credit Shield Plus is a mandatory feature for all Commercial Bank cardholders. A nominal fee will be applied on the total outstanding monthly amount thereafter.
- b) Corporate and Lodge Cards shall not be eligible for enrolment into the Credit Shield Plus scheme.
- c) For enrolment to Credit Shield Plus you must provide us with any documents and other evidence we, or the relevant insurance company, may require.
- d) You may be required to undergo a standard medical examination by a recognised medical practitioner.

1- Credit Shield Coverage

- a) If your Card provides for automatic enrolment to Credit Shield Plus, your coverage shall apply from the date of approval of your Card application.
- b) If your Card requires you to notify us for enrolment to Credit Shield Plus, your coverage shall apply from the date of completion of the Credit Shield Plus application process.
- c) In the case of principal and supplementary Card holder, Credit Shield Plus coverage shall only cover the principal Card holder.

DEFINITIONS:

For the purpose of the s 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.

Benefit: Means the indemnity payable under the scope of this policy in respect of Death or Permanent Total Disablement or Temporary Total Disablement or Involuntary Loss of Employment of the Cardholder.

Cardholder: Means a Primary Account holder of the Credit Card Facility with the Insured who has not unsubscribed to the benefits under this policy and has not been disqualified by the provisions of this policy to be eligible to receive the benefits under this policy.

Commencement Date: Means the date the Cardholder is enrolled for this policy by the Insured or the date of inception of ' this policy whichever is later.

Credit: Means the credit or other form of financial accommodation provided by the Insured to the Cardholder under the Credit Card Facility.

Credit Card Facility: Means the Insured's Visa, Master or Diners Club Credit Card Facility including Additional/Supplementary Cards which have been nominated as the facilities to which the benefits under this policy is to apply.

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 policy period.
2. In respect of Permanent or Temporary Total Disablement the date of recognition, of Permanent or Temporary Total Disablement by a competent authority resulting from an accident or illness happening/ manifesting after the Commencement Date and during the policy period.
3. In respect of Involuntary Loss of Employment, the date of notice of termination served to the Cardholder after the Commencement date and during the policy period.

Death: Means death by injury or illness.

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.

Indemnity Period: Means:

1. In respect of Temporary Total -Disablement the Indemnity Period specified in the schedule of this policy Commencing from the Date of Event,
2. In respect of Involuntary Loss of Employment the Indemnity Period specified in the schedule of this policy commencing from the date of actual unemployment.

Injury: Means bodily injury resulting from an Accident occurring after the Commencement Date.

Insured: Means the bank insured as specified in the schedule of this policy

Involuntary Loss of Employment: Means unemployment of the Cardholder arising out of the unilateral decision of the employers to terminate his employment contract without citing any reason or for any reason or employer does not confirm the cardholder after the probation period other than those mentioned under exclusions in the Policy.

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 6 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 10 (ten) months from the date of actual unemployment.

Temporary Total: Disablement Means total disablement caused by injury or illness arising out of a cause not specifically excluded under this policy and as a result of which the Cardholder is prevented from attending to his/her own occupation and provided the Cardholder is not otherwise employed.

ELIGIBILITY CONDITIONS

1. The Cardholder must meet the eligibility criteria stipulated by the insured Bank to become a Cardholder.
2. The Gross Salary of the Cardholder should not be less than QR 1,500 per month
3. The Cardholder should have been employed with the same employer for at least 3 months.
4. The cardholder should have a full time permanent employment contract with his employer (one or two year contract inclusive)
5. The Cardholder shall be within the age criteria specified in the schedule of this policy.
Eligibility conditions 2, 3 and 4 apply to Involuntary Loss of Employment Section only.

SCOPE OF COVER

Subject to the terms and conditions provided in this policy the Company shall indemnify the Insured as hereinafter provided:

Section 1 - Death Benefit

In the event of the death of a Cardholder due to injury or illness 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 under the schedule of this policy, indemnify the insured with an amount of the Cardholder’s indebtedness as on the Date of the event.

Section 2 - Permanent total disablement benefit

In the event of the Permanent Total Disablement of a Cardholder due to injury or illness 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 under the schedule of this policy, indemnify the insured with an amount of the Cardholder’s indebtedness as on the Date of the Event.

Section 3 - Permanent partial disablement benefit : Major Losses

It is hereby declared that in the case of loss by physical separation of any limb or member of the body or total and irrecoverable loss of sight as set out in the attached scale the company shall pay the Assured the percentage of the sum assured in the attached scale provided that:

1. The policy is in force and the claimant was a scheme member at the date of the event resulting in the claim occurring.
2. The event occurred prior to the attainment of the claimant of age 60.
3. The loss resulted solely, directly and independently of all other causes, from bodily injury affected through external, violent, visible and accidental means or from a surgical operation necessarily consequent thereon within 90 days of such accident.
4. In no circumstances will the total amount payable under this benefit in respect of any one life assured, whether as a result of one accident or a number of accidents, exceed 100% of the sum assured.
5. The assured survived the accident and is alive 30 days after such accident or such earlier date as payment of the claim is effected by the company. If a claim is also subsequently lodged under the Accidental Death or Permanent Total Disability or Life Sections of this policy in respect of death or disability arising from the same accident as gave rise to the claim under this Section of the policy, such subsequent claim will be reduced by any amount already paid under this Section.
6. If the member qualifies for payment under this Endorsement and the Permanent Partial Disability (Sickness) and/or the Temporary Total Disability Endorsements (if applicable) then the total payment shall not exceed the greatest Sum Assured under any one of the Endorsements.

Notwithstanding the above this Endorsement shall be subject to the special conditions in the Schedule of Exclusions applying to Ancillary Benefit Endorsements.

Schedule of permanent partial disablement (by accident)

Loss of one arm or one hand	50%
Total paralysis of the upper limb (incurable lesion of the nerves)	50%
Amputation of four fingers including thumb	45%
Amputation of thigh (upper half)	50%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	50%
Shortening of the lower limb by at least 5 cm.	40%

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

If the Assured person is left-handed the percentages set out above for the various disabilities for the right upper limb and left upper limb will be transposed.

Section 4 - Temporary total disablement benefit

In the event of the Temporary Total Disablement of a Cardholder after the Commencement Date and during the policy period, due to injury or illness arising out of a cause not specifically excluded under this policy the Company shall, subject to the limit(s) specified under the schedule of this policy, indemnify the insured with an amount of 5% of the Cardholder's indebtedness as on the Date of the event or the Minimum Payment Due whichever is less for each month of the Cardholder's Temporary Total Disablement and the total period of such indemnity shall not exceed the Indemnity Period specified in the schedule of this policy.

Provided that:

Temporary Total Disablement Benefits shall not be payable for the first thirty days of the period of Temporary Disablement.

Section 5 - Involuntary loss of employment benefit

In the event of involuntary unemployment of the Cardholder after the Commencement Date and during the policy period:

The Company shall pay:

- For cancelled QID of the Card holder: 100% of the Indebtedness in lump-sum.
- For non-Cancelled QID of the Card holder: 10% of the Indebtedness for that month, for each month of the Cardholder's unemployment subject to the Maximum Monthly Benefit specified in the schedule of this policy and the total period of such indemnity shall not exceed the Indemnity Period specified in the schedule of this policy.

Provided that:

1. The Date of Event falls after a waiting period of 90 days from the Commencement Date
2. The Cardholder remains unemployed during the period for which the benefit under this policy is paid and shall provide all necessary proofs as may be called upon by the Company in order to substantiate his unemployment.
3. The Cardholder/Insured shall inform the Company as soon as the Cardholder accepts an alternative job within twelve months period from the date of his actual unemployment. In case, it is found that the Cardholder has been reemployed, the bank has to intimate to insurance company for records to take due note of the same to stop benefits payment from the following month.
4. The Cardholder is eligible as per the eligibility conditions provided hereunder
5. The Total Amount paid by way of monthly indemnity shall in no case exceed the sum of indebtedness and accrued interest for the Indemnity Period
6. The Company may at any time elect to pay the entire indebtedness amount and in the event that the Company elects to pay the entire Indebtedness amount any time after effecting the first monthly indemnity payment, the Company shall be liable for the accrued interest only up to the date of effecting the full and final settlement. If the Company elects to effect full settlement before effecting the first monthly indemnity payment, then the liability shall be limited to amount of Indebtedness only.

Conditions:

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. Claim procedure for Reemployment cases within 12 months
 - Any recovery of settled instalments shall not be asked for.
 - Remaining installments (If any) to be discontinued in case of reemployment within 12 months.
 - If Cardholder changes employment and is terminated during the probation period, credit Shield cover to stay intact subject to continuation of same credit card number.
5. 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:
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.
 - The Cardholder having attained the Maximum Coverage Age specified in the schedule of this policy. In the event premiums are received by the Company for customers over the Maximum Coverage age, the Company will, in good faith, return to the bank the excess premium paid on behalf of customers above the maximum coverage age.
 - The Cardholder's Death or Permanent Total Disablement;
 - Cardholder becoming unemployed voluntarily. However, the termination of cover in such event shall be only in respect of Section 4-Involuntary Loss of Employment
 - 6 months prior to the Cardholder's normal retirement date depending upon the age of the Cardholder and the law of the land where he is employed. However, the termination of cover in such event shall be only in respect of Section 4 - nvoluntary Loss of Employment;
 - Cancellation of the benefits under this policy by the Insured or the Cardholder at any time in accordance with the terms and conditions of this policy.
6. The Schedule forms part of this policy and the expression "this policy" or "policy" wherever used in this contract shall read as including the Schedule and any attached Sections, Specifications, Endorsements or Exclusions.
7. The observance by the Insured of the terms of this policy and the truth of the statements and the answers by the Insured in the proposal and other material information provided by the Insured shall be condition precedent to any liability of the Company. 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.
8. 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.

1. It is hereby noted and agreed that the insured shall provide a monthly listing within 15 days from the end of each month in electronic format (Microsoft Excel Spreadsheet or Microsoft Access Database or any other format that can be easily convertible to above mentioned formats) containing the following information in respect of the Cardholders:
 - Customer Name
 - Account Balance
 - Premium Payable to Underwriter
 - Date of Joining
 - Date of Birth
 - Maximum Amount Covered for
 - Account Balance excluding Underwriters premium

10. It is hereby noted and agreed that this policy may be cancelled by either party by giving 3 months written notice to that effect. In the event of cancellation of the policy by the insured, the premium adjustment shall be made on the basis of the monthly adjustments up to the month of cancellation against the minimum and deposit premium for the policy period in force. In no case shall the refund premium exceed the amount of total monthly premium calculated up to the date of cancellation based on the monthly declarations made less the minimum and deposit premium charged at the inception of the current policy period. In the event of cancellation of the policy by the Company, the premium adjustment shall be made on the basis of the monthly adjustments up to the month of cancellation against the minimum and deposit premium for the policy period in force.

11. 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 statutory provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.
All claims and/or disputes shall be subject to the Jurisdiction of the Competent Courts of the Qatar.

12. The maximum cumulative amount of Benefits payable under this Policy for any one person shall not exceed the amount stated in the schedule of this policy. 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 under this policy.

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 60 days from the Date of Event
2. The Insured 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
 - Death Certificate
 - Post Mortem Report (wherever legally required)
 - Police Report (if death was due to an accident)
 - Medical Report* with Detailed Diagnosis and Cause of Death if required by the Company when the actual cause of death is not clearly mentioned in the Death Certificate.
 - Copy of passport with visa page or QID copy
- For Permanent Total Disablement Claims
 - Disability Certificate from an authorised medical practitioner to assess disability
 - Police Report (if disability is due to an accident)
 - Medical Report* with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any)
 - Copy of passport with visa page or QID copy
- For Temporary Total Disablement Claims
 - Disability Certificate from an authorized medical practitioner to assess disability
 - Police Report (if disability is due to an accident)
 - Medical Report* with Detailed Diagnosis, Cause of Disability and Details of treatment given (if any),
Period of Temporary
 - Total Disablement
 - Copy of passport with visa page or QID copy

*from an Authorised Medical Practitioner.
- For Involuntary Loss of Employment Claims
 - Notice of Termination from the Employer
 - Copy of Passport with Visa Page or QID Copy

The Company may also request for a copy of the Labour Contract from the Employer if it is required to verify the period of employment contract. In the event no labour contract exists, salary certificate and 3 months bank statement mentioning the date of joining and type of contract.

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

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:
 - Death by suicide within 12 months of the commencement date;
 - Illness occurring within 30 days of the commencement date;
 - Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from an legally recognised medical practitioner);
 - The effects or complications arising from pregnancy;
 - 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;
 - Nuclear Radiation, Nuclear Fission, Nuclear Fusion and/or Radioactive Contamination
 - Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurre tion, popular rising, usurped power, terrorism

- 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.
 - Due to Chronic Illness / Condition but this exclusion shall not apply to Death resulting from Chronic Illness/Condition.
 - 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.
 - 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. The benefits under this policy shall not be payable to the Cardholder where the Cardholder has received or have applied to receive a similar benefit covering the Same interest under any other product or insurance in respect of the period for which the indemnity under this policy shall apply.
3. The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
- Employment on a part time or temporary employment
 - Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement
 - Disability, sickness or accident or any other medical reasons (mental and/or physical)
 - Involuntary Loss of Employment which starts within 90 days of the Commencement Date
 - Where the Cardholder was aware of pending unemployment on or before the Commencement Date
 - Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities
 - 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 of the employment contract
 - Unemployment due to any of the following:
 - Misconduct
 - Refusal to accept orders from the superiors
 - Non Performance
 - Convicted in a crime
 - Dishonesty or Fraudulent Act
 - The period for which payment from the employer is received instead of working notice.
 - Payment after the Cardholder reaches the Maximum Coverage Age specified in the schedule of this policy
 - Termination of employment due to voluntary retirement
 - Company failure where a contributing cause was a natural catastrophic peril
 - Qatarisation (When clearly indicated in termination letter)

- The IOLE installment benefits shall start after the completion of notice period in case of termination.
 - 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.
 - Due to Chronic Illness / Condition but this exclusion shall not apply to Death resulting from Chronic Illness/Condition.
 - 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.
 - 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.
4. The benefits under this policy shall not be payable to the Cardholder where the Cardholder has received or have applied to receive a similar benefit covering the Same interest under any other product or insurance in respect of the period for which the indemnity under this policy shall apply.
5. The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
- Employment on a part time or temporary employment
 - Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement
 - Disability, sickness or accident or any other medical reasons (mental and/or physical)
 - Involuntary Loss of Employment which starts within 90 days of the Commencement Date
 - Where the Cardholder was aware of pending unemployment on or before the Commencement Date
 - Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities
 - 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 of the employment contract
 - Unemployment due to any of the following:
 - Misconduct
 - Refusal to accept orders from the superiors
 - Non Performance
 - Convicted in a crime
 - Dishonesty or Fraudulent Act
 - The period for which payment from the employer is received instead of working notice.
 - Payment after the Cardholder reaches the Maximum Coverage Age specified in the schedule of this policy
 - Termination of employment due to voluntary retirement
 - Company failure where a contributing cause was a natural catastrophic peril
 - Qatarisation (When clearly indicated in termination letter)
 - The IOLE installment benefits shall start after the completion of notice period in case of termination.

SCHEDULE - SECTION A

Insured: The Commercial Bank (P.S.Q.C.)
 Post Box No. 3232
 Doha, State of Qatar

Business: Group Contract for Credit Cards issued by the Insured

Policy Period:

Coverage Sections: To indemnify the Primary Cardholders of the assured in respect of the following:

- Section 1 - Death: Covered
- Section 2 - Permanent Total Disablement: Covered
- Section 3 - Permanent Partial Disablement: Covered
- Section 4 - Temporary Total Disablement: Not Covered
- Section 5 Involuntary Loss of Employment: Covered

Limits of Indemnity:

- Section 1 - Death: QR. 100,000 maximum limit per person
- Section 2 - Permanent Total Disablement: QR. 100,000 maximum limit per person
- Section 3 - Permanent Partial Disablement: Major Losses QR. 50,000 maximum limit per person
- Section 4 - Temporary Total Disablement: Not Applicable
- Section 5 - Involuntary Loss of Employment: QR. 4,000 maximum limit per month

Geographical Limits:

- Section 1 - Death: Worldwide
- Section 2 - Permanent Total Disablement: Worldwide
- Section 3 - Permanent Partial Disablement: Major Losses Worldwide
- Section 4 - Temporary Total Disablement :Not Applicable
- Section 5 - Involuntary Loss of Employment State of Qatar

Indemnity Period:

- Section 3 - Temporary Total Disablement: Not Applicable
- Section 4 - Involuntary Loss of Employment: 12 Months

Interest Rate: Fixed rate of maximum 24% per annum

Minimum Employment: 3 months

Period:

Minimum Age at Issue: 18 years

Maximum Coverage Age:

- 60 years for Section 5
- 60 years for Section 1 to 3

Jurisdiction: State of Qatar

Annual Premium: As agreed

CREDIT SHIELD PLUS INSURANCE - SECTION B

The proposal made by the Insured is the basis of and forms part of this contract.

In consideration of the Insured having paid or agreed to pay the premium to Q Life & Medical Insurance Co. LLC (hereinafter called the 'Company') the Company hereby agrees to provide insurance within the terms, conditions and exclusions of this policy as hereinafter provided during the period of insurance or any subsequent period for which the Insured pays and the Company agrees to accept a renewal premium.

DEFINITIONS:

Bank: Means the Insured specified in the schedule hereunder.

Card: Means any Credit Card issued by the Bank including Principal and Supplementary Cards for which the benefits under this Policy shall apply.

Cardmember: Means holders of cards issued to Eligible Accounts by the Bank.

Commencement Date: Means the date the Cardmember is enrolled for this benefit.

Company: Means the QLM

Covered Purchase: Means an item purchased by a Cardmember and paid for by using an Eligible Account. For a purchase to be considered a Covered Purchase, the entire purchase amount for the item must have been made through the Eligible Account by a single transaction.

'Due Diligence': Means the performance of all vigilant activity, attentiveness and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

Eligible Account: Means Credit Card Account issued by the Bank for which benefits under this Policy shall apply as per the provisions of the Bank.

Mysterious Disappearance: Means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

Stolen: Means a loss which involves the disappearance of a Covered Purchase from a place following violent entry and/or exit.

SCOPE OF COVER:

Section 1 - Purchase Protection

In the event of a Covered Purchase being stolen or damaged by accidental, external, violent and visible means within 90 days of the date of the Covered Purchase, the Company shall, subject to the terms and conditions of this Policy, pay

- The amount of the Covered Purchase indicated on the Eligible Account; or
- The actual cost to repair or replace the Covered Purchase with an item of like kind and quality.

Whichever is less subject to the Limits of Indemnity specified in the schedule of this policy.

Exclusions applicable to Section 1

1. Covered Purchase does not include:

- Boats;
- motorised vehicles (including but not limited to airplanes, automobiles and motorcycles) or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- Any item which, when purchased, has been used, altered or is second-hand.
- Land or buildings (including but not limited to homes and dwellings);
- Travellers cheques, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent, stamps, collectable items, custom dental appliances and dwelling;
- Items intended for business or commercial use;
- Plants or animals;
- Consumables and perishables;
- Items which the Cardmember damages through alteration (including cutting, sewing or shaping); or
- Services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advice of any kind).

2. Theft of, or damage to, jewellery, cameras or video recording equipment contained in baggage is not covered unless carried by the Cardmember by hand or under the personal supervision of the Cardmember or the Cardmember's travelling companion previously known to the Cardmember.

3. Coverage is not provided for theft or damage caused by

- Fraud, failure to follow the manufacturer's instructions, abuse, wear and tear, gradual deterioration, seepage or ingress of water, moisture, humidity, change in atmospheric conditions including change in temperature,
- Moths, vermin, inherent product defects,
- War or hostilities of any kind including but not limited to invasion, rebellion or insurrection, terrorism, civil war, usurped power, popular rising; any weapon of war employing atomic fission or radioactive force, whether in time of peace or war
- Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the perils insured against in this Policy;
- Confiscation by any government, public authority or customs official;
- Losses arising from illegal activity or acts;
- Act of God (including but not limited to flood, hurricane and earthquake);
- Mysterious Disappearance;
- Property while in the care, custody or control of any third party other than as permitted under exclusion 2.
- Property whilst in the process of cleaning, repairing or restoring.
- For loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to the failure or the fear of failure or the inability of any computer equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date whether the property of the Insured Person or not.

Exclusion: applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense;

4. Coverage is not provided for loss or damage when the Cardmember fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
5. Coverage is not provided in respect of scratching, denting, discoloration of painted or polished surface.
6. Items stolen from public places are not covered unless they are locked wherever and whenever circumstances permit. Stolen items are not covered unless they are reported as stolen, within 36 hours, to the police or an appropriate authority where the incident took place.
7. Items stolen from unattended vehicles are not covered.
8. Theft of items unless accompanied by violent entry or exit.
9. No cover is in force prior to the delivery and personal acceptance, by the covered person or other designated person, of a consumer product in perfect condition.
10. Consequential losses of any kind.

Section 2 - Extended Warranty

Subject to the Schedule(s) of Benefits, coverage is provided which doubles the original manufacturer's warranty period, if applicable, to a period of not exceeding twenty four (24) months from the date the Covered Purchase was bought as indicated in the applicable Schedule of Benefits, Coverage is also provided for items which carry a store brand warranty, but only if the store warranty is on a store-branded item. If a warranty is purchased with the product, in addition to the manufacturer's original warranty or store warranty, coverage hereon is applicable only after all other warranties expire but only within twenty four (24) months from the date the Covered Purchase was bought. No registration of the Covered Purchase is necessary. Covered Purchases given as gifts are covered.

If a Covered Purchase ceases to operate satisfactorily and requires repair during the period covered by this Policy, benefits will be paid to cover the cost of the repair. The item may be replaced, instead, at the Company's option. In no event will this Policy pay more than the actual purchase amount charged to the Eligible Account for the item covered by the warranty.

Exclusions applicable to Section 2

Covered Purchases do not include:

- Boats;
- Motorized vehicles (including but not limited to airplanes, automobiles, trailers, caravans or any towed items and motorcycles) but their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle);
- Land or buildings (including but not limited to homes and dwellings);
- Consumables and perishables or services (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods, property or professional advices of any kind),

The Company will not pay for:

1. The breakdown of the insured Product due to:
 - Fire, lightning, explosion or flood;
 - Theft or attempted theft;
 - The variation and/or failure of electrical, gas or water supplies;
 - Wilful act, neglect or disregard of the manufacturer's instructions

- Rusting, corrosion, denting, scratching or general wear and tear
- The action of sunlight wind or weather
- 2. The cost of:
- 3. Consequential loss following the breakdown of the Insured Product.
- 4. Any loss not covered under Original manufacturer's warranty.

Section 3 - Price Protection

If in the event that, during the period of 60 days from the date of the purchase with the credit card, the item purchased is advertised at a lower price in the press or at another store, Company will reimburse the cardholder for the difference between the original purchase price paid and the lower advertised price.

Exclusions applicable to Section 2

1. Specific sales and promotions.
2. Any staff related discounts.
3. Purchases made outside a 30-mile .
4. Purchases not bought for the customers' own personal use.
5. Cover will not be given for purchases of:
 - Tickets and services including flights
 - Holidays and hotel accommodation
 - Car hire, car purchase, repairs and parts
 - Jewellery
6. Internet purchases

CONDITIONS:

1. Notification of Claims

Immediate notice of loss or damage shall be reported to the Bank but not exceeding 30 days from the date of loss or damage. Failure to give notice within 30 days from the date of the incident will result in a denial of the claim. The Card member shall take all reasonable measures to protect, save and/or recover the property and at their own cost shall surrender the damaged property to the Company when required.

2. Non-Contribution Clause

Coverage is limited only to those amounts not covered by any other insurance or indemnity, up to the original purchase amount. In no event will this coverage apply as contributing insurance.

This "Non-contribution" Clause will take precedence over the "Non-contribution" Clauses found in other insurance or indemnity language.

3. Claims Forms

The Company, upon receipt of a notice of claim, will furnish to the Card member the necessary forms for filing the claim.

4. Proof of Loss:

Written proof of loss including any required information necessary to support a claim must be furnished to the Bank at its said location within seventy five (75) days after the date of the incident. The Company will only pay claims that are completely substantiated in the manner requested within six (6) months from the date of loss. The basic documents required are as follows and the Company may request for any additional documents as may be necessary to process the claim:

- Purchase Protection claims

- A legible copy of the credit card charge slip
- Credit Card Account statement showing the Covered Purchase and/or
- store receipt and police report or other proof of loss.
- **Extended Warranty Claims**
 - Original Manufacturer's warranty Card with terms and conditions of the warranty provided.
 - A legible copy of the credit card charge slip
 - Credit Card Account statement showing the Covered Purchase and/or
 - Store receipt and police report or other proof of loss,
- **Price Protection Claims**
 - Documentary or written evidence supplied by the store of the lower price, (excluding press advertising errors).
 - A legible copy of the credit card charge slip
 - Credit Card Account statement showing the Covered Purchase and/or
 - Store receipt

5. Pair and Set Clause

with respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of jewelry or fine arts consisting of articles in a pair, set or collection will not be more than that cost of any particular parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair, set or collection.

6. Time of Payment of Claims

Benefits payable under this Policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim. Company may in any claim for damage recoverable hereunder, require the Eligible Person to send the damaged item to an address designated by Company at the Eligible Person's expense.

7. Payment of claims

All Benefits payable will be paid to the Eligible Person or, in the case of death, to the Eligible Person's estate.

8. Legal Actions

No Action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy.

9. Conformity with State Statutes

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

10. Excess

The excess amount specified in the schedule of this policy shall be deducted from each item, each and every occurrence.

11. Termination of Cover

A Card member's coverage shall terminate from the date the Card member is no longer eligible to participate as per Bank's rules or the date of termination of this policy whichever shall happen first.

12. Misrepresentation and Fraud

Coverage as to an Card member shall be void if, whether before or after a loss, the Card member has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof; or the interest of the Card member therein, or if the Card member commits fraud or false swearing in connection with any of the foregoing.

13. Right to Recover From Others

If the company makes payments, it is entitled to recover such amounts from other parties or persons. Any party or person to or for whom the Company makes payment must transfer to the Company his or her rights of recovery against any other party or person. The party or person transferring such right must do everything necessary to secure these rights and must do nothing that would jeopardize them.

14. Examination and Audit

The Company shall be permitted to examine the Insured's records relating to the Policy during normal business hours and upon reasonable advance notice at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

15. Assignment

This Policy is not assignable, but benefits may be assigned.

16. Cancellation

The Company may cancel this Policy at any time by written notice delivered to the Insured or mailed to the last address as shown on the records of the Company, stating when, not less than 30 days thereafter, such cancellation shall be effective; the Insured may cancel this policy at any time by 30 days written notice delivered or mailed to the Company.

In the event of such cancellation by either the Company or the Insured, the Company shall promptly return the unearned premium paid, if any, and the Insured shall promptly pay the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

17. Claim Payment

All benefits payable under this policy shall be credited to the Card member's Eligible account

18. Advertisement and Publicity

The Insured shall not release any Advertising and Publicity material in respect of the Cover provided under this Policy without prior approval from the Company.

19. Entire Contract

The Policy, including any endorsements and attached papers constitutes the entire contract of Insurance. No change in the Policy shall be valid until approved by the authorized official of the Company and unless such approval is endorsed and attached hereto

SCHEDULE - SECTION B

Insured: The Commercial Bank (P.S.Q.C.)
Post Box No. 3232
Doha, State of Qatar

Business: Group Contract for Credit Cards issued by the Insured

Adherence: Obligatory for all eligible Primary and Supplementary Cards

Policy Period: From: 01st April 2018
To: 31st March 2021

Interest: To indemnify the Primary Cardholders of the assured in respect of the following:

- Section 1: Purchase Protection of items purchased being stolen damaged by accidental external, violent and visible means within 90 days of the date of the covered purchase.
- Section 2: Extended Warranty
- Section 3: Price Protection

Limits of Indemnity:

- Section 1: Purchase Protection
Per item - USD 2,000
Any one occurrence - USD 4,000
Any one year per cardholder - USD 8,000
- Section 2: Extended Warranty
Per item - USD 2,000 and a maximum of five claims per annum per cardholder but not more than USD 10,000 in all.
- Section 3: Price Protection
Per item - USD 500 and a maximum of four claims per annum per cardholder but not more than USD 2,000 in all.

Policy Aggregate Limit: USD 500,000

Excess:

- Section 1: Purchase Protection
USD 75 each and every loss
- Section 2: Extended Warranty
USD 150 each and every loss
- Section 3: Price Protection
USD 30 each and every loss

Geographical:

- Section 1 & 2 : Worldwide Limits:
- Section 3: State of Qatar.

Jurisdiction: State of Qatar

Annual Premium: As agreed

Service Agreement — Credit Shield Plus Policy

Made:

Between: Q Life & Medical Insurance Co. LLC
P.O. Box 201233
Doha, State of Qatar
Here in after referred to as the “**Insurer**”

And The Commercial Bank (PQSC)
P.O. Box 3232
Doha, State of Qatar
Here i after referred to as the “**Bank**”

Whereas:

- The parties to this Agreement wish to enter into the Credit Shield Plus Policy (as defined below).
- The parties have agreed to enter into this Agreement for the purpose of regulating the basis on which the Credit Shield Plus Policy (as defined below) is provided by the Insurer to the Bank.

DEFINITIONS:

In this Agreement:

QR (Qatari Riyal): Means the lawful currency for the time being of the State of Qatar.

Billing Cycle: Means the monthly period during which the Bank permits any Customer to incur outstanding amounts on its credit cards before issuing it with a bill.

Customers: Means the customers of credit card facilities provided by the Bank.

Effective Date: Has the meaning given to that term in Article 14.

Premium: Means the amount payable to the Insurer pursuant to Article 3(c).

Credit Shield Plus: Means the protection plan to be offered by the Bank to Customers, covering them for those events insured under the Credit Shield Plus Policy.

Credit Shield Plus Policy: Means the Insurance Policy to be taken out by the Bank in relation to credit card services provided to its subscribing Customers in the form set out in Annexure 1.

UNCITRAL Rules: Means the International Commercial Arbitration Conciliation rules of the United Nation as Commission on International Trade Law as amended from time to time.

Article 1 : Scope of Services to be provided under this Agreement

1. The Insurer has agreed to offer the Credit Shield Plus Policy to the Bank upon its request.
2. The terms, conditions and exclusions of the Credit Shield Plus Policy as set out in Annexure 1 may be amended by the Insurer at any time, after obtaining the Bank's prior consent, in order to reflect developments in the insurance market.

Article 2: Administration of the Credit Shield Plus Policy

1. The Insurer shall provide to the Bank the wording of all information to be provided to their Customers in relation to the Credit Shield Plus. The Bank shall make all necessary arrangements to design, print and distribute such information to their Customers.
2. From the effective date of the Credit Shield Plus Policy, all the identified eligible Customers will be automatically covered under the Credit Shield Plus Policy unless they decide to opt out of the policy by exercising such option in writing or by telephone using the Bank's phone banking service.
3. Within a week from the end of each Billing Cycle the Bank or any party appointed by it will furnish to the Insurer a "Microsoft Excel" or a "Microsoft Access" document containing the particulars of its Customers. Such details shall include the name of the Customer, the Customer's account number, Issue Date, Date of Birth and the total outstanding in relation to the relevant credit card account.
4. Subject to the terms of Article 3, the Premium in respect of the Credit Shield Plus Policy shall be payable by the 15th of every month for all the billing cycles due to the Insurer within fifteen days of the close of the Billing Cycle.

Article 3: Premium payable in respect of the Credit Shield Plus Policy

1. From the first month after the commencement of the Credit Shield Plus Policy the Bank shall be liable to pay to the Insurer agreed premium on the monthly outstanding balance of each Customer who has not unsubscribed in accordance with the provisions of Article, 2(b).
2. Any new Customer who subscribes for a credit card from the Bank will charge in accordance with terms and conditions.
3. The premium referred to in Article 3 (b) will be paid by the Bank to the Insurer within fifteen days of the close of the Billing Cycle.
4. Amounts received by the Insurer from the Bank pursuant to Article 3(b) above will be adjusted in accordance with the provisions of Article 3(a).

Article 4: Claims procedure in respect of the Credit Shield Plus Policy

The procedure for making claims by Customers under the Credit Shield Plus Policy shall be as set out in the policy, The flow of documents shall be in accordance with the process flow chart enclosed as annexure 2. For the avoidance of doubt, the Bank shall be responsible for arranging any documentation in relation to any claim made by a Customer in accordance with such procedure.

Article 5: Indemnity

1. The Insurer undertakes to indemnify and keep indemnified the Bank from and against all loss, damages, costs (including legal costs), expenses or other liability suffered or incurred by the Bank of its obligations under this Agreement except as a result of the Bank's willful misconduct, gross negligence or bad faith.
2. The Bank shall allow the Insurer to take the sole conduct of any actions arising in connection with any claims against the Bank in relation to credit card insurance contracts covered by this agreement, and the Bank shall give to the Insurer all such assistance as the Insurer may reasonably require in avoiding, disputing, resisting, settling, compromising, defending, counter claiming or appealing any such claim

and shall instruct such legal advisers as the Insurers may reasonably nominate to act on behalf of the Bank, but to act in accordance with the Insurers instructions.

3. The Obligations of both the parties under this Article shall survive the expiration or termination of this Agreement.
4. The Bank shall repay any amounts received pursuant to this indemnification clause, if it shall be ultimately determined by a court of competent jurisdiction that the Bank was not entitled to receive such amount or that payment of such amount is prohibited by law or against public policy.

Article 6: Litigation & Arbitration

In the event a dispute arises in connection with the interpretation or implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved in this matter within sixty days after the commencement of such discussions, either party may submit the dispute to arbitration in accordance with the following procedure:

1. In the event such cordial settlement hereinabove cannot be achieved, then the dispute shall be finally and conclusively settled under UNCITRAL Rules.
2. The Parties acknowledge that they shall not proceed against each other before a court except for the purpose of enforcement of the arbitration award.
3. The arbitration shall take place in Doha, Qatar, The proceedings shall be conducted in English. The number of Arbitrators shall be one unless either party requests otherwise in which case there shall be three. In that case, the Appointing Authority (as defined in the UNCITRAL Rules) shall be the Qatar Chamber of Commerce & Industry.
4. The Arbitration Tribunal shall be composed of experienced managers, fluent in English, who have at least ten years of experience in (i) the insurance industry as arbitrator, lawyer, underwriter, claims manager, broker or consultant, or in (ii) insurance transactions.

Article 7: Duration

1. This Agreement is concluded for a period of one year from the Effective Date.
2. At the end of this period, it shall continue by tacit renewal from year to year until cancelled by the Insurer or the Bank by giving a written notice at least six months before the renewal date.
Expiration or termination of this agreement shall be without prejudice to those provisions which expressly contemplate post expiration or termination operation.

Neither party to this Agreement shall directly or indirectly assign this agreement or any of its rights and obligations, without the prior written approval of the other party.

Article 8: Confidentiality

This Agreement and any content provided by the Insured to the Insurer is confidential to the parties concerned and neither of them would discuss or divulge its details to any third party, save as required by law, without the written permission of the other party. This clause would survive the termination of this agreement.

Article 9: Role of Either party

The Insurer acknowledges that its relation with the Bank is limited to provision of services as above. It does not create any other relation between the Insurer and the Bank whether of agent or otherwise and whether direct or indirect. Under no circumstances will the Insurer have the ability to legally bind the Bank in any way

other than through defaults in the performance of obligations under this agreement,

Article 10: Inconsistency

In the event of any inconsistency between this Agreement and the Credit Shield Plus Policy, the terms of the Policy will prevail over the terms of this Agreement.

Article 11: Governing Law

This Agreement is governed by Qatari law.

Article 12: Effective Date

The effective date of this agreement is xxxx

For Q Life & Medical Insurance Co.LLC

For The Commercial Bank