

Himayati

Terms and Conditions

The rights and obligations ofCardholder shall be governed by the terms and conditions, set out below, of Hiamayati (“the Plan”) which is offered by the National Commercial Bank (“NCB”) to its customers holding principal and supplementary cards (each “Cardholder” and collectively “Cardholders”). According to he Plan, the Cardholder shall be exempted totally or partially from payable owing by him/ her in case of his/ her death, permanent disability as a result of accident, subject always to the terms and conditions set out herein and in the relevant insurance policy issued by Saudi MedGulf Insurance Company.

I. Interpretation and Definitions

For the purpose of these terms and conditions, the following meanings and definitions shall apply unless otherwise required by context:

“**Benefit**” means any entitlement the becomes due to the Cardholder in the event of his/ her death, permanent partial or total disability.

“**Beneficiary**” means the claiming cardholder.

“**Effective Date**” means the date on which the Agreement is executed or the credit card is issued to the Cardholder in accordance with the terms and conditions.

“**Credit Card Facilities**” means the facilities extended under the credit card and are accepted to be utilized as facilities to which the Plan applies.

“**Exposure**” means the debt outstanding and payable by the Customer to the Bank at the time of the accident.

“**Death**” means the death as a result of injury or disease.

“**Event**” means death, permanent partial disability, or total disability.

“**Indebtedness upon Death or Permanent Disability**” means:

- (a) In the event of a partial disability benefit that was not paid earlier, the amount payable shall be the sum of:
 1. Final balance set out in the last statement showing the facilities of the credit card of the Cardholder outstanding before the occurrence of the disease or body injury which caused the death or permanent disability of the Cardholder, plus:
 2. the value of the authorized transactions effected under the credit facilities before the occurrence of the said body injury but have not been reflected in the said statement subject to a maximum equal to the credit limit assigned for that card, or
- (b) if a partial disability benefit, a portion of which has been paid, is due, the amount shall be calculated as follows:

1. Final balance set out in the last statement of the credit card facilities extended to the Cardholder before the body injury due to which the partial disability benefit became due, plus:
2. the value of the authorized transactions effected under the card credit facilities outstanding before the occurrence of the body injury but have not been reflected in the said statement subject to a maximum limit equal to the credit limit assigned for the credit card of the Cardholder, minus:
3. the amount equal to any reduction in these amounts due to the value of any previously paid partial disability benefit.

“**Injury**” means any body damage resulting from an accident after the effective date.

“**Cardholder**” means the account holder having credit card facilities.

“**Monthly Payment**” means the minimum amount due and payable by the Cardholder to the Bank as per the last statement issued before the accident which gave rise to the claim.

“**NCB or the Bank**” means the National Commercial Bank.

“**Partial Permanent Disability Resulting form Accident**” means disability of the Cardholder resulting from an accident due to which the Cardholder has lost a limb or part thereof, as per the disability schedule of the policy.

“**Total Permanent Disability Resulting form Accident**” means total disability of the Cardholder for consecutive 12 months due to body injury, as a result of which the Cardholder becomes unable to earn living through any profession, job or business, and provided that the insurance company is satisfied that the Cardholder shall remain in such incurable state for the rest of his/ her life. The Bank may at its own discretion waive such 12 month period.

II. The Benefit and Eligibility Restriction

- (a) Subject to the terms and conditions set out herein, the benefit available under this insurance shall be as follows:
 1. **Death Benefit:** in the event of the death of the Cardholder, the Bank shall exempt him/ her from the outstanding balance at the time of the event and any profit margin payable then payable on such balance.
 2. **Partial Disability Benefit:** the Bank shall exempt the Cardholder sustaining a partial disability due to an accident from a portion of the outstanding balance and the profit margin payable thereon, in commensurate with the disability benefit assigned to the Cardholder under the contract, commencing from the date of the first statement issued immediately after the date of disability, provided that the company is notified in no later than 120 days form the date injury is sustained.
 3. **Total Permanent Disability Benefit:** in the event of the total permanent disability of the Cardholder, the Bank shall exempt him/ her from the outstanding indebtedness and the profit margin, from the date of the first statement is issued immediately after the date of the initial disability, minus the amount of any monthly benefit advanced to the Cardholder.
- (b) For each accepted Cardholder:
 1. No benefit shall be paid in the event of failure by the Cardholder to notify the company of the injury within 120 days.

2. The maximum aggregate amount of the benefits to which a Cardholder may be entitled under these terms and conditions in respect of each single event or a number of events in any given year shall not exceed the outstanding indebtedness owing by the Cardholder on the date of the relevant event or the maximum credit limit assigned to the Cardholder.

III. General Provisions

- (a) The Bank shall consider acceptance/ participation of any person in the Plan subject to the terms and conditions set out herein, provided that such person maintains an NCB Credit Card Facilities Account and is satisfies the prerequisites determined by the Bank at its sole discretion from time to time in respect of the credit card.
- (b) The Cardholder shall provide any information that may be required by the Bank relating to the person submitting an application to subscribe in the Plan under these terms and conditions.
- (c) Insurance shall be provided only to principal and secondary cardholders. The Bank may accept subscription by an account holder having more than one credit card, in which case, subject to any conflicting restrictions, limits or provisions contained herein, insurance for each credit card shall be an independent and separate.
- (d) To be eligible for benefit the Cardholder must be less than 70 years for death benefit and 65 years for partial or permanent disability benefit.
- (e) The benefit payable shall be credited to the account of the Cardholder. Such payment shall be considered a release of the Bank in respect of the claim submitted under there terms and conditions.
- (f) For each accepted Cardholder:
 1. Insurance shall be providing pursuant to these terms and conditions effective from the date the card is issued.
 2. The Bank shall have the right not provide the benefit in the event of failure by the Cardholder to pay any premium that falls due.

IV. Termination of Insurance

Without prejudice to any provision of these terms and conditions, insurance provide to any Cardholder under the Plan shall terminate upon the first occurrence of any of the following events:

1. If the card facilities extended to the Cardholder are terminated; such termination is to take effect from the date of the next billing.
2. When the Cardholder attains the age of 70 years.
3. if the Cardholder dies or sustains a permanent disability.
4. Failure by the Cardholder to use his/ her card for 12 consecutive months. However, insurance shall be activated automatically once the Cardholder activates his/ her account and reuses his/ her card.
5. If insurance is terminated by the Bank or the Cardholder in accordance with these terms and conditions.

V. Claim Procedure

If a claim is to be submitted by a Cardholder:

1. The Cardholder must inform the Bank of such claim within 120 days from the date of the event either through the phone or in writing.
2. The Cardholder is required to submit all supportive documents within 120 days from the date of the event.
3. the authorized representative of the claimant(s) must complete a Bank's benefit claim form for not cost, supported by adequate proofs as may be reasonably required by and acceptable to the insurance company.
4. The claimant must submit a medical report evidencing his/ her health condition issued by an a third party acceptable to the insurance company.
5. The claimant must use any medicament prescribed by a legally authorized practitioner.
6. The representative of the claimant(s) must provide a certificate proving of the age of the claimant.

VI. Exceptions

The Cardholder shall not be entitled for coverage if death or disability, as the case may be, is attributed to any of the following:

1. suicide, whether or not the Cardholder is mentally competent;
2. any willfully self-inflicted injury, whether or not the Cardholder is mentally competent;
3. commitment by the Cardholder of acts in violation of Shaia or law;
4. for female Cardholders, effects or complications resulting from pregnancy;
5. any disability of the Cardholder resulting from participation hazardous sports;
6. civil commotion, riot, strike, terrorist act, or war, whether declared or not;
7. use by the Cardholder of alcohol or drugs;
8. in case of permanent disability, if the Cardholder has previously obtained any permanent disability benefit;
9. If the Cardholder is determined to be ineligible for participation in the plan because he/ she was over 70 years when his/ her subscription to the Plan was originally approved.
10. If the Cardholder is infected with AIDS or any other similar disease.

VII. General Provisions

1. The Bank reserves the right and full discretion to terminate the Plan at any time without prior notice and without having to assign reasons for such termination, in which case the Cardholder shall be notified.
2. In addition to the above terms and conditions, unless otherwise required by the context, the Plan shall be subject to the relevant interpretations set out in the Cardholder Agreement which is not expressly referred to herein.
3. The Plan shall be subject to the provisions, conditions and exceptions set out in the insurance policy issued by the Saudi MedGulf Insurance Company.