

## **CARD-BASED LIFE ASSURANCE**

We, the Underwriters, will pay the Sum Assured mentioned in the Certificate to the Person or Persons to whom the same is therein expressed to be payable under production of proof satisfactory to us of:

- (1) the happening of the event mentioned in the Certificate and
- (2) the title of the person or persons claiming payment and
- (3) the age of the Life Assured
- (4) the policy is paid current and remains in good standing

PROVIDED ALWAYS THAT this Assurance is subject to the provisions and conditions set out below and those if any endorsed by the Underwriters herein.

### **C/O Address:**

United Nations Federal Credit Union  
Vienna Representative Office  
United Nations Office at Vienna (UNOV)  
Vienna International Centre  
Wagramer Strasse 5  
A 1400 Vienna, Austria

Please note the care of address is used solely for program filing purposes.

## **PROVISIONS AND CONDITIONS**

### **1. PREMIUM PAYMENT CLAUSE**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in 12 equal monthly installments to (Re)Insurers within 60 days of inception of this contract (or 30 days in respect of installment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60<sup>th</sup> day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 14 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

## 2. TERMINATION AND CANCELATION CLAUSE

At the discretion of the underwriter, coverage will cease on the earliest of the following: the date the insured terminates their Credit Union membership and/or no longer maintains an active Credit Union credit or debit card account; the date We, the underwriters, determine that the Insured or Someone on the Insured's behalf intentionally misrepresented facts or conducted fraud; the date the Insured attains the age of 71 years old; the date the premium ceases to remain current and in good standing; Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy. The underwriter reserves the right to cancel Policy at any time by sending written notice at least sixty (60) days in advance to the insured at the most recent address listed on file.

This insurance can be canceled by the insured at any time by providing Clements & Company dba Clements Worldwide written notice at least thirty (30) days in advance.

3. This Policy does not acquire a surrender value.
4. This Policy is free from all restrictions as to occupation, foreign travel or residence, except as may be specially provided herein to the contrary, and is indisputable unless there be non-disclosure or misrepresentation of a material fact.
5. Unless specially provided herein to the contrary Austrian Law shall govern this Policy and the Austrian Courts alone shall have jurisdiction in any dispute arising hereunder.
6. Renewal of this policy is not guaranteed and is subject to the agreement of Underwriters. Underwriters reserve the right of non-renewal at all times.
7. Clements & Company dba Clements Worldwide reserves the right to vary from time to time any of the terms of this Policy and Schedule and of any endorsement attaching to it upon giving to the Assured three months' notice of its intention to do so. Any such variation, other than a variation of the premium, shall apply only to the sums assured or increases in sums assured becoming effective on or after the expiry of such notice.
8. Clements & Company dba Clements Worldwide reserves the right upon giving written notice to the Assured to terminate this Policy upon any infringement of these general conditions and payment of any benefit shall be conditional upon the Assured complying with the terms of this Policy.
9. Any fraud, concealment, or deliberate misstatement by an Assured Person, if unknown to the Assured affecting assurance under this Policy or in connection with the making of any claim hereunder shall render this Policy null and void in so far as it relates to the Assured Person in question but any such fraud, concealment, or deliberate misstatement by or known to the Assured shall render the whole Policy null and void and all claims hereunder shall be forfeited.
10. Words in the masculine gender shall be deemed to include the feminine.

#### CLAIMS SERVICE

All claims and correspondence relating to claims should be addressed to:  
Clements & Company dba Clements Worldwide  
One Thomas Circle NW  
8<sup>th</sup> Floor  
Washington, DC 20005

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#### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

All third party rights granted by the Contract (Rights of Third Parties) Act 1999 are excluded from the Policy.

#### COMPLAINTS PROCEDURE

Any complaint regarding the handling of your policy should initially be addressed to:

Clements & Company dba Clements Worldwide  
One Thomas Circle NW  
8<sup>th</sup> Floor  
Washington, DC 20005

In the event that this proves unsatisfactory, written representation should be made to:  
Policyholder & Market Assistance Lloyd's Market Services,  
One Lime Street,  
London EC3M 7HA  
Telephone: +44 (0)207 327 5693  
Fax: +44 (0)207 327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If your complaint remains unresolved, you may be entitled to refer it to the Financial Ombudsman Service.

Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall  
London, E14 9SR

These arrangements for the handling of complaints are entirely without prejudice to a complainant's rights in English law, and you are free at any stage to seek legal advice and take legal action.

**Dated:** April, 2012

**By: Clements & Company dba Clements  
Worldwide**

Correspondent

Signed by:



Chris Beck, President

24/08/00

NMA2868

#### **FINANCIAL SERVICES COMPENSATION SCHEME**

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website ([www.fscs.org.uk](http://www.fscs.org.uk)).

#### **DEFINITIONS**

***Criminal Act:*** The intentional commission of an act usually deemed socially harmful or dangerous and specifically defined, prohibited, and punishable under criminal law.

***Normal Retirement Date:*** 71<sup>st</sup> birthday of an Assured Person or such other date as shall be agreed in writing between the Assured and the Underwriters.

***Eligibility Clause:*** Assured Person must be an active member of the Credit Union and hold a valid credit or debit card.

***Coverage Limits:*** Tiered limits as evidenced by your certificate.

## **POLICY EXCLUSIONS**

### **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

“Nuclear, Chemical, Biological Terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Policy by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If the Underwriters allege that by reason of this exclusion any loss is not covered by this Policy the burden of proving the contrary shall be upon the Assured.

### **CRIMINAL ACT**

This Policy does not cover death directly or indirectly arising out of or contributed to by an Assured Person's own criminal act (as defined herein).

### **SUICIDE EXCLUSION**

This Policy does not cover death directly or indirectly arising out of or contributed to by the Life Assured's willful self-injury, suicide, attempted suicide, or deliberate exposure to exceptional danger (except in the attempt to save human life).

### **ILLNESS WAITING PERIOD**

Death as a result of illness will not be covered within 6 months of the inception date of coverage. If there are any subsequent increases in coverage, a new 6 month waiting period will apply from the date of the increase in coverage to the amount in excess of the prior coverage limit. If death due to illness occurs during any waiting period, premiums will be refunded, or payouts will be limited to the original coverage amount, whichever is applicable. After the initial and any additional waiting period, death as a result of illness will be covered.