



الوطنية للتأمين على الحياة والعام  
NATIONAL LIFE & GENERAL INSURANCE  
Ominvest Group  
مجموعة اومينفست

## INDIVIDUAL CREDIT LIFE INSURANCE PLAN

### TERMS & CONDITIONS



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## INDIVIDUAL CREDIT LIFE PLAN

### TERMS AND CONDITIONS

Whereas the Insured Person named in the Schedule/ Certificate of Insurance has agreed to effect the Insurance herein described and Insured Person/Policy Holder has delivered to the Company a Proposal Form and Declaration of Health, which Proposal Form and Declaration of Health are hereby declared to be basis of this Contract of Insurance contained in this policy.

Now this Policy witnesseth that in consideration of the payment already made (if any) of the Premium stated in the Schedule/ Certificate of Insurance and of the subsequent premium or premiums if any to be paid to the Company and on proof satisfactory to the Company of

- 1) The happening of any event covered under the policy (subject to exclusions), on which as provided in this Policy an amount is to become payable;
- 2) The proper title and eligibility of the person or persons claiming payment; and
- 3) The age of the Insured Person named in the Schedule/Certificate of Insurance (within the age limits specified under this policy)

The Company will pay, subject to the terms, exclusions and limitations of this Policy, to the beneficiary named in the Schedule/Certificate of Insurance for the respective assigned benefit, the amount or amounts provided herein.

And it is hereby declared that the Schedules/Certificate of Insurance, General Provisions and Special Provisions set out herein or endorsed by the Company herein or at any future time are to be deemed to be integral part of this policy.

### I. DEFINITIONS

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

**Accident/Injury** means where the bodily injury is caused solely and directly by external violent means, is unexpected, unforeseeable and not attributable to the Insured Person intentional self-injury or suicide and occurred during the period of insurance.

**Activity of Daily Life** means the insured person's ability to perform all the six basic Activities of Daily living (ADL): Eating, Bathing, Dressing, Toileting, Transferring (Walking) and Continence

**Benefit** means the indemnity payable under the scope of this policy in respect of Death or Permanent Total Disability or Permanent Partial Disability or any other rider benefits attaching to this policy and duly specified for as covered in the Schedule/Certificate of Insurance.

**Beneficiary** means any individual person or Grantee named/assigned by the Insured Person under the policy, to whom the relevant assigned benefits under the policy would be paid as per the scope of the policy.

**Borrower** is any person who is within the eligibility criteria of the grantee's lending / credit policy and is within the age limits specified in this policy and who has financial capacity to repay and avails himself of from the Grantee, a Loan, credit facility of whatever nature.

**Certificate of Insurance** means the schedule of benefits duly signed by the company which includes certificate number, name of the insured person, the benefits, limits, policy start date (commencement date), premium and beneficiary details.

**Commencement date** means the date specified in the Certificate of Insurance following the Policy holder submitting the completed application form along with a unique insured person identification document (such as passport copy, identity card issued by local authorities) along with applicable premium duly received by the Company.

**Company/Insurance Company/Insurer/We/Our(s)** means National Life and General Insurance Co SAOG

**Competent Authority** means the Compensation Board constituted by the Ministry of Health or any other equivalent authority duly constituted by the Government.

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

- a. Death : In respect of death the date of death resulting from an accident or illness happening after the Commencement Date and during the policy period.
- b. Permanent Total Disability : In respect of Permanent Total Disability due to accident or sickness, for Insured persons on regular salaried employment on the Commencement date of policy - the Date of Termination from employment due to the disability and in case the Insured Person is Unemployed / retired / businessman /self employed person- Date of Assessment of not able to carry on Activity of Daily Life duly certified by a Registered Medical Practioner authorized by the Company, and is subject to meeting up the Date of Onset of Disability criteria defined and the above dates happening after the Commencement Date and during the policy period.
- c. Permanent Partial Disability : In respect of Permanent Partial Disability due to accident or sickness and falling within the scale of disabilities specified in the Continental Scale of Disability shall be the Date of Assessment of Permanent Partial Disability by a Competent Authority or by a Registered Medical Practioner authorized by the Company, and is subject to meeting up the Date of Onset of Disability criteria defined and the above dates happening after the Commencement Date and during the policy period.

**Date of onset of disability** shall be, in the case of disability due to accident the date of accident which has resulted in a disability and in the case of sickness the first date of diagnosis of the severity of the disease or illness which has resulted in the disability and is subject to that accident or sickness happening / manifesting after the Commencement Date and during the policy period ,

**Date of Expiry** means the date the cover under the policy shall cease or terminate.

**Geographical Area** means worldwide.

**Grantee** means a Bank/ Financial Institution or any other registered entity or individual engaged in lending or granting credit facility.

**Hazardous Sports/activity** means in relation to

1. Motor Cycling:
  - i. As a driver or passenger on machines with more than 250 cc engine capacity; or
  - ii. As a driver if the Insured Person does not have a valid motor cycle licence.
2. Mountaineering or rock climbing that uses ropes or guides, bungee jumping, scuba diving, pot holing or organized team sports.
3. Big Game Hunting, BMX Stunt Riding, Boxing, Free Climb Mountaineering, Go Carting, 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 organized excursion or tour), Water Ski Jumping, White Water Rafting, Wrestling or any variations thereof.

**Illness/Sickness** means a disease or ailment or medical condition first occurring/onset after the Commencement Date.

**Insured Person** means the person who has taken the policy and signed up for this product/policy and duly issued in his name and specified in the Certificate of Insurance and for whom the benefits mentioned in the policy are covered..

**Non Medical Limit** means the age or/and sum assured limit above which the proposal is subject to medical underwriting.

**Period of Insurance/Policy Period** means the period specified in the Certificate of Insurance for which premium is fully paid by the Policy Holder and shall start from the Commencement Date and shall end on the earlier of Date of Expiry or Date of Termination/Cancellation of this policy

**Permanent Total Disability** means

(a) if the insured person is in regular salaried employment on the date of onset of disability and if such“ insured person becomes totally (100%) and Permanently disabled and unable to ever again perform the duties of any occupation or any business whatsoever for remuneration or profit.

(b) the insured person is an Unemployed / retired / businessman /self employed person on the date of onset of disability and if such insured person is Unable to perform all the six basic Activities of Daily living (ADL) based on a medical certificate and a report from a Registered Medical practitioner authorized by the Insurance company clearly establishing the inability to perform all the six basic Activities of Daily living (ADL). The disability results from an Accident or Sickness.

**Permanent Partial Disability** means insured person must be Partially disabled due to accident or sickness an event other than those specifically excluded under this policy, according to the degree of disability set out in the Continental Scale of Disabilities (percentages).

**Pre-existing Condition** means injury, illness, disease or sickness occurring or onset or manifesting prior to the Commencement Date, for which advice or treatment was sought or recommended or diagnosed or obtained from/by a medical practitioner, chiropractor, naturopath or any other practitioner of a similar kind.

**Premium** means the single premium payable by the Policy holder / Insured Person to the Insurance Company, in consideration of the Insurance cover by the Insurance company.

**Sum Insured** means the amount of benefit payable under the policy according to the levels/level of benefit shown on each section and subject to the applicable General and Special provisions, Exclusions, Schedules and any Endorsements to this policy.

## II. BENEFITS PAYABLE TO THE GRANTEE

### SCOPE OF COVER

#### Section 1 – DEATH BENEFIT

##### Section 1.1 - Eligibility

If this benefit is covered as per the Certificate of Insurance and in the event of the death of an Insured Person due to accident or sickness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, subject to payment of Premium for the Policy period / Period of Insurance the company shall pay the Beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section 1.2 below.

##### Section 1.2 Level of Benefit

In relevance to this policy, the Sum Assured for this benefit is the insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) as on the date of event. The Company shall pay the above sum assured to the Beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.



### **Section 1.3. Special Provisions applying to this Section1**

- 1.The exclusions in Article IV which apply to this Section are numbered 1,2,3,4, 5, 6.
- 2.No payment will be available under this section if the disability to the borrower occurs after 65th birthday
- 3.Any claim paid under this section will cancel the cover provided in respect of that member under all other sections of Article II.
- 4.Any Loan or credit facility granted by the grantee should have been utilized or availed or withdrawn by the insured person and consequently the liability to repay the loan or credit facility exists as on the date of event.
- 5.Where the insured person has subscribed to this policy and no loan/credit facility exists or is not outstanding on date of event then the grantee do not have right to exercise any right under this section of the policy.
- 6.If the date of event falls between two installment date as per the attached loan amortization schedule, then the accrued interest between the date of previous installment till the date of event will be paid.
- 7.Any claim payable under this Section will be reduced by any claim in respect of that member already paid under Section 3

### **Section 2 – PERMANENT TOTAL DISABLEMENT BENEFIT (ACCIDENT & SICKNESS)**

#### **Section 2.1 - Eligibility**

If this benefit is covered as per the Certificate of Insurance and in the event of the Permanent Total Disablement of an Insured Person due to accident or sickness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, subject to payment of Premium for the Policy period / Period of Insurance the company shall pay the Beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section 1.2 below.

#### **Section 2.2 Level of Benefit**

In relevance to this policy, the Sum Assured for this benefit is the insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) as on the date of event. The Company shall pay the above sum assured to the Beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.

For the purpose of settlement of claim under this benefit if the insured person is in regular salaried employment on the date of onset of disability the sum assured shall be the insured be the insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) as on the date of event.

For the purpose of settlement of claim under this benefit, If the insured person is an Unemployed / retired / businessman /self employed person on the date of onset of disability the sum assured for the purpose of settlement of claim under this benefit shall be the insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) as on the date of event.

#### **Section 2.3. Special Provisions applying to this Section2**

- 1.Settlement of claim under this benefit is subject to Permanent Total Disability Certificate issued by Competent Authority clearly specifying the percentage of disability as 100%. Any claim with a Disability certificate with a percentage of disability lesser than 100% or unfit for work shall not be payable under this section.



2. If the insured person is in regular salaried employment on the date of onset of disability, to be eligible for this benefit under this section, the insured person should be employed on the date of onset of disability. Such disability should:
  - (i) be the sole reason for the termination from the employment,
  - (ii) incapacitate the person to ever again follow any occupation, and
  - (iii) be duly certified as by the Competent Authority.
3. All exclusions in Section IV apply to this Section.
4. Accident only: Payment under this section relating to an accident applies only if a borrower suffers permanent total disability through bodily injury effected solely, directly and independently from all other causes, through external, violent, visible and accidental means within 30 days after such injuries are sustained.
5. No payment will be available under this section if the disability to the borrower occurs after 65th birthday.
6. Any claim payable under this Section will cancel the cover provided in respect of that Borrower under all other Sections under Article II.
7. Claim under this section shall not be paid until it has been proved that the Insured Person is unable to follow any occupation for a minimum period of twelve months unless the Insurance Company agrees in writing in relation to a specific claim to undertake an earlier assessment which results in a decision, at the strict discretion of the Insurance company, to make an earlier payment.
8. Any claim payable under this Section will be reduced by any claim in respect of that member already paid under Section 3
9. Any Loan or credit facility granted by the grantee should have been utilized or availed or withdrawn by the insured person and consequently the liability to repay the loan or credit facility exists as on the date of event.
10. Where the insured person has subscribed to this policy and no loan/credit facility exists or is not outstanding on date of event then the grantee do not have right to exercise any right under this section of the policy.
11. If the date of event falls between two installment date as per the attached loan amortization schedule, then the accrued interest between the date of previous installment till the date of event will be paid.
12. In no circumstances will the total amount payable in respect of any one member, whether as a result of one accident or a number of accidents exceed 100% of the full sum insured under the level of benefits above.

### **Section 3 – PERMANENT PARTIAL DISABLEMENT BENEFIT**

#### **Section 3.1 - Eligibility**

If this benefit is covered as per the Certificate of Insurance and in the event of the Permanent Partial Disablement of an Insured Person due to accident or sickness arising out of a cause not specifically excluded under this policy and the Disability established is one falling within the Continental Scale of Disabilities set out below and the event happens after the Commencement Date and during the policy period, subject to payment of Premium for the Policy period / Period of Insurance the company shall pay the Beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section 3.2 below.

#### **Section 3.2 Level of Benefit**

In relevance to this policy, the Sum Assured for this benefit is the percentage of disability as per the Continental Scale of Disabilities on insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) as on the date of event. The Company shall pay the above sum assured to the Beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.



### Section 3.3. Special Provisions applying to this Section 3

1. All exclusions in Section IV apply to this Section
2. Payment under this Section in case of accidents only applies if a member sustains bodily injury effected solely, directly or independently of all other causes through external, violent, visible and accidental means and within 30 days after such injuries are sustained.
3. No payment will be available under this Section if the injury or illness occurs after age 65
4. In no circumstances will the total amount payable in respect of any one member, whether as a result of one accident or a number of accidents exceed 100% of the full sum insured under the level of benefits above.
5. Any claim paid under this section will reduce the amount of any subsequent claim in respect of that member under Section 1,2 or 4.
6. Any Loan or credit facility granted by the grantee should have been utilized or availed or withdrawn by the insured person and consequently the liability to repay the loan or credit facility exists as on the date of event.
7. Where the insured person has subscribed to this policy and no loan/credit facility exists or is not outstanding on date of event then the grantee do not have right to exercise any right under this section of the policy.
8. If the date of event falls between two installment date as per the attached loan amortization schedule, then the accrued interest between the date of previous installment till the date of event will be paid.

#### Continental Scale of Disabilities

Total loss of sight of both eyes	100%
Complete deafness of both ears, of traumatic origin	100%
Complete loss of speech	100%
Loss of both arms or both hands	100%
Loss of both legs or both feet	100%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one leg	100%
Loss of one hand and one foot	100%
Total removal of the lower jaw	100%
<b>Head</b>	
Partial removal of the lower jaw, rising section in all or half of the maxillary bone	40%
Total loss of sight of one eye	40%
Complete deafness of one ear	30%
Loss of osseous substance of the skull in all its thickness	20%
<b>Upper Limbs</b>	
Loss of one arm or one hand	60%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Amputation of four fingers of one hand including the thumb	45%
Total loss of use of the thumb	20%
Partial loss of the thumb (nail phalanx)	10%
Amputation of any finger other than the thumb	8%
Amputation of a phalanx of any finger other than the thumb	3%
<b>Lower Limbs</b>	
Total loss of use of leg	60%
Total loss of foot (tibia-tarsal disarticulation)	45%
Amputation of all toes of one foot	25%
Amputation of four toes of one foot including the big toe	20%
Amputation of the big toe	10%
Amputation of one toe other than the big toe	3%
Shortening of the lower limb by 1 to 5 cm	10%
Shortening of the lower limb by more than 5 cm	30%
Ankylosis of the knee	20%
Ankylosis of the hip	40%



Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall entitle only to 50% of the compensation which would be due for the loss of the said members.

The total or partial functional disablement of a limb or an organ is treated like the total or partial loss of the said limb or organ.

In case of anatomical loss or reduction in the function of a limb or an organ already impaired, the indemnity percentage shall be reduced according to the degree of pre-existing disability and in proportion to the loss of the function.

In case of several injuries affecting the same limb or organ, the disability rate shall not exceed the percentage provided for the total loss of the said limb or organ.

In case of several disabilities caused by the same accident, the indemnity is established by adding the percentages corresponding to each single loss, up to a maximum limit of 100%.

#### **Section 4 – PASSIVE WAR RISK (Death / Disability)**

##### **Section 4.1 - Eligibility**

If this benefit is covered as per the Certificate of Insurance and in the event of the death/disability of an Insured Person as a result of Passive War as detailed in section 4.3 below, after the Commencement Date and during the policy period, subject to payment of Premium for the Policy period / Period of Insurance the company shall pay the Beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section 4.2 below.

##### **Section 4.2 Level of Benefit**

In relevance to this policy, the Sum Assured for this benefit is the insured outstanding loan amount as per the loan amortization schedule (Refer Schedule of Loan Amortization attached) of the Insured person with the Grantee as on the date of event. The Company shall pay the above sum assured to the Beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.

##### **Section 4.3 Special Provisions**

PAYABLE to the Grantee under the policy subject to the terms and conditions of this contract, if the death or disability of the insured results from a direct or indirect consequence of any of the following:

War or war-like operations (whether war be declared or not), provided that the war either takes place in the country of residence of the insured and the insured does not actively participate in any of the above-mentioned events or the insured is involuntarily affected by suddenly occurring war or warlike operations while travelling outside the country of residence where the insured remains no more than 28 days following the outbreak. For the avoidance of doubt it is understood that the company shall not be liable if the insured is travelling to a country after war has been declared in that country or after it has been recognized as a war zone or that country is exposed to warlike operations. In no case the Passive War Risk shall be covered in Iraq, Syria, Afghanistan and Palestine.

For the purposes of the passive war risk cover hereunder, solely death resulting directly and independently of all other causes from bodily injury effected through external, violent and visible means shall be covered, provided the death materializes within a period of 6 months after the bodily injury has occurred.

Notwithstanding any other provision in this contract the company shall not be liable for claims directly or indirectly caused by, resulting from, or in connection with acts of terrorism by making use of nuclear, biological or chemical weapons or material, or action taken in controlling, preventing, suppressing or in any way relating to any such act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence of the loss. An act of terrorism means an act – whether involving violence or the use of force or not – or the threat or the preparation thereof, of any person or group(s) of persons – whether acting alone or on behalf of or in connection with any organisation(s) or government (s) – which

- appears to be intended to intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and
  - from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives
- In any case, active participation of the insured in any acts of terrorism - whether making use of nuclear, biological or chemical weapons or material or not – shall be excluded.

### **Section 5 – Pre-payment/Closure & Top up or Reschedulement of Loan/credit Facility**

In the event of any Prepayment or closure or Top up or Re-Schedulement or change of loan type/category of the loan or tenor change or change to Equated Monthly Installment, the benefits payable to Grantee under Article II shall stand terminated on date of such repayment/closure/top up/reschedulement or effecting the above referred change.

In case of Prepayment or closure of loan/credit facility, upon submission of the original policy document assigned to grantee and obtaining full discharge of liability or confirmation on settlement of the loan/credit facility from the grantee, the insured person shall assign the benefits under the Article II for the remainder of the policy period (ie upto to the date of expiry) in favour of another person. The sum assured during such remaining period shall continue as per the Original/earlier amortization schedule(Refer Schedule of Loan Amortization attached) and any claim/benefit under the any of the above sections earlier paid shall be adjusted against any claim arising during such remaining period.

In case of Top-up or Reschedulement the benefits under the policy shall stand terminated and fresh policy upon request can be issued (subject to meeting up the underwriting requirement of the company) at the discretion of the company for the new loan amount and revised proposal form and revised premium amount shall apply and the refund premium for the old policy as per the refund formula specified in this policy shall be adjusted.

## **III. BENEFITS PAYABLE TO THE INSURED PERSON OR HIS/HER LEGAL HEIRS**

### **SCOPE OF COVER**

#### **Section A – ADDITIONAL DEATH BENEFIT**

##### **Section A.1 - Eligibility**

If this benefit is covered as per the Certificate of Insurance and in the event of the death of an Insured Person due to accident or sickness arising out of a cause not specifically excluded under this policy after the Commencement Date and during the policy period, subject to payment of Premium for the Policy period / Period of Insurance the company shall pay the legal heir(s) or declared Beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section A.2 below. If the death as result of Passive War as detailed earlier, then the provisions of section 4.3 shall equally apply to this benefit as well.

##### **Section A.2 Level of Benefit**

In relevance to this policy, the Sum Assured for this benefit is the Fixed Amount defined and chosen by the Insured person at the time submission of the Proposal Form to be benefit to be paid by the company upon happening of the covered event and duly specified in the Certificate of Insurance. The Company shall pay the legal heir(s) or declared beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.

#### **Section B – BURIAL EXPENSES**

##### **Section B.1 - Eligibility**

If this benefit is covered as per the Certificate of Insurance and in the event of an admissible claim under Section A.1 above of this policy after the Commencement Date and during the policy period, subject to payment

of Premium for the Policy period / Period of Insurance the company shall pay the legal heir(s) or declared beneficiary assigned for this Benefit (as in Certificate of Insurance) as per the Level of Benefit specified in Section B.2 below.

#### **Section B.2 Level of Benefit**

In relevance to this policy, the Sum Assured for this benefit is the Fixed Amount defined and chosen by the Insured person at the time submission of the Proposal Form to be benefit to be paid by the company upon happening of the covered event and duly specified in the Certificate of Insurance. The Company shall pay the legal heir(s) or declared beneficiary assigned for this Benefit and as endorsed in the Certificate of Insurance.

#### **IV. EXCLUSIONS**

No benefit will be payable under this Policy if the event under which a claim falls due occurs directly or indirectly from any of the following causes: -

1. (a) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotions assuming the proportions of or amounting to a popular rising, military uprising, insurrection, revolution, martial law, rebellion, military or usurped power or any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence.

For the purpose of this exclusion "terrorism" is defined as an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or of putting the public or any section of the public in fear.

(b) 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 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 insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or governments(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 synthesized toxins) which cause illness and/or death in humans, animals or plants.

If the Insurance Company alleges that by reason of this Exclusion any loss is not covered by this policy the burden of proving the contrary shall be upon the Grantee.

2. Injury caused by nuclear fission, nuclear fusion or radioactive contamination or by the Member engaging in or taking part in any naval, military or air force operation.

3.(a) The Acquired Immune Deficiency Syndrome (AIDS) as recognized by the World Health organization or any Syndrome or condition of a similar kind, howsoever it may be named, which is diagnosed by a licensed medical practitioner, doctor or surgeon or

(b) the presence of AIDS (or HIV) virus as revealed by any positive AIDS or HIV antibody virus test, or

(c) any illness from the above, unless such condition has been contracted after the Date of Entry of the Insured Person into this scheme and as a result of medical treatment of any nature whatsoever, except where the underlying illness or medical condition which has made such treatment necessary derives from or is in any way related to drug abuse or a sexually transmitted disease.

4. Suicide during the first twenty four months from the Commencement date

5. Any Breach of Law by the Insured or disappearance of the Insured.

6. Disease or congenital disabilities or medical impairment from which the Insured Person was suffering or had a serious past history of on the commencing date of this Policy, or his date of entry if later.

7. Attempted Suicide or self-inflicted injury whilst sane or insane, or a claim occurring whilst the Member was under the influence of or due wholly or partly to the effects of intoxicating liquor and / or drugs unless prescribed by a recognised medical practitioner or excessive use of prescribed drugs, hospital, or a claim involving any intentional breach of the law by the Member or an assault provoked by him.

8. Pregnancy, abortion or childbirth, or any complications arising there from.

9. Mental illness of any nature.

10. Engaging in aviation other than as a fare paying passenger on a regular route of a recognized airline.

11. Engaging in or training for any dangerous or hazardous sport or competition.

## V. GENERAL CONDITIONS

### a) Definition

This Policy, Schedule(s) , Annexure and Certificate of Insurance shall be read together as one contract and any word or expression to which a specific meaning has been assigned in any part of this Policy or of the Schedule (s) or Certificate of Insurance shall bear such specific meaning wherever it may appear.

### b) Observance of Conditions

The due observance and fulfillment of the Terms of this Policy is a condition in so far as they relate to anything to be done or not to be done by the policy Holder. The Company relies the information provided by the Insured person in good faith the statements and answers in the proposal , Declaration of Health/Medical questionnaire/ its related documents and/or during Medical Examination (if subjected), claim form etc shall be condition precedent to any liability of the Company to make any payment under this Policy.

### c) Misdescription

The Company shall not be liable under the policy and the policy shall be declared void, in the event of any misrepresentation, mis-description or non-disclosure or suppression/withheld of any facts/information (whether material or not) by the Policy Holder of at the time of submission of proposal , Declaration of Health/Medical questionnaire/ its related documents and/or during Medical Examination (if subjected) or in any document(s) and statements submitted/called to/for by the Insurance Company at any time during the currency of the Policy or in case it is found that the policy was issued on the basis of fake/tampered documents / proofs.

### d) Free look period

The Policy holder is entitled to a full refund of premium if coverage under the policy is cancelled upon written request of the Policyholder within thirty (30) days from the date the receipt of first premium by the Insurance Company. The Company reserves the right to decline a second application following the cancellation of the first application or otherwise under this plan, from the same insured person



#### e) Cancellation

This insurance may be terminated at any time at the request of the Policy holder or by the Company with 30 days notice to that effect to the Policyholder. The Refund of premium will be made as per the formulae mentioned in refund section below , provided no claim has been paid or is outstanding during the policy period.

#### f) Refund of Premium for Surrender of Insurance Cover / Pre payment of Loan

The refund premium in case of a Surrender/termination/cancellation of the policy or in case of pre-payment/top up/ reschedulement of loan will be calculated as per the following formula:

$$\text{Premium Refund} = \text{Premium Paid} \times (\text{Unexpired policy period (in months)} / \text{Total policy period (in months)}) \times 70\%$$

The insurance cover ceases upon Refund of Premium. The month in which the refund request is made shall be treated into the completed period of policy. Any change in the formula for refund of premium by the Company from time to time shall be duly notified and effected through an endorsement and such endorsement shall form an integral part of the policy

#### g) Premiums

All premiums and applicable taxes are payable in advance by the Insured persons/ Policy holder. Receipt of Premium in advance by the Company is a precondition for commencement / continuation of insurance cover.

#### h) Age Limit and Evidence of Age

18 to 64 years, subject to cessation of cover at age 65th birthday for all benefits.

Evidence of age satisfactory to the Insurance Company will be required along with the proposal or at any time during the currency of the policy period before payment of any claim under this Policy. If the age of the Insured Person has been misstated, at the discretion of the Insurance company, the policy shall be null and void and the provisions of cancellation shall apply as if the cancellation has been effected by the Insured Person/Policy holder

#### i) Fraud & Forfeiture

If the Policy holder/Insured Person or his representatives or by anyone acting on his or their behalf shall make any claim or connive in the making of any claim, knowing the claim to be false or claim is in any respect fraudulent or if any fraudulent means or devices are used by to obtain any benefit under this Policy, the policy shall become void and all claims/benefits will stand forfeited.

#### j) Endorsement

No variation in the terms and conditions of this Policy, either by Endorsement or otherwise, shall bind the Company, in any way unless it be made by a duly Authorised Official of the Company in writing.

#### k) Payment of policy proceeds

All claim payments will, unless otherwise agreed to in writing by the Company, be paid in Omani Rials from the Principal Office of the Company.

#### l) Termination of Insured's Benefits.

The cover under this Policy for any Insured Person shall terminate on the earlier of :

1. The insured reaches the 65th birthday.
2. The Date of Expiry of the policy
3. The date of cancellation of the Policy.
4. Non Payment of Premium for Policy period or Period of Insurance.
5. Permanent Total Disability or death claim of the insured.
6. Expiry / Cancellation of valid resident visa in case of Expat Employees.
7. Refund of premium

**m) Time Limitation**

In no case whatsoever shall the Company be liable for any loss or damage intimated to the company after the expiration of twelve months from the happening of any event-giving rise to the loss or damage unless the claim is the subject of pending action or arbitration.

Any legal action under this Policy shall be time-barred if not submitted within two years from the date of the event. However, in case of non-disclosure of material facts relating to the insured risk or false material information, the time-bar period stated above would become effective from the date on which the concerned party becomes aware of the withheld or true information.

**n) Written Communication**

Every notice and other communication to the Company required by these Conditions must be written or printed.

**o) Safeguards and Maintenance**

The Policy holder/Insured person shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations. If the Policy holder/Insured should fail to take such precautions or comply with such obligations and an accident or disease should be a direct result thereof no claim shall be payable relating to that accident or disease

**p) Arbitration**

If any difference shall arise as to the amount to be paid under a claim, liability being otherwise admitted, such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force. It is a condition precedent to any right of legal action against the Company that any difference in the amount of settlement of a claim be referred to arbitration.

**q) Jurisdiction**

The policy shall be subject to Sultanate of Oman jurisdiction.

**VI. CLAIMS PROCEDURE**

Upon happening of an event giving rise to a claim under this policy, the Insured Person (in case of PTD/PPD) or Beneficiary named in the Certificate of Insurance shall follow the following procedure:

1. Give immediate written notice to the Company but not later than 180 days from the Date of Event.
2. 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.

**1. for Death Claims**

- i. Copy of Death Certificate from appropriate Government Authority – in case of death of the Policy Holder outside Oman, the death certificate has to be attested by the embassy of Oman.
- ii. Copy of Post Mortem Report (wherever legally required)
- iii. Copy of Police Report (if death was due to an accident or unnatural event).
- iv. Copy of Medical Report\* with Detailed Diagnosis, Onset, Cause of Death if required by the Company
- v. Copy of passport with valid visa page / resident card.
- vi. Copy of the up to date statement of loan/credit facility starting from the commencement date/loan start date
- vii. Any other documents as may be required by company to substantiate the death claim.

**2.for Permanent Total Disability Claims.**

- i. Copy of Disability Certificate from the Competent Authority clearly specifying the percentage of disability to be 100%. (certificate such as “unfit to work” are not acceptable) .
- ii. Copy of Police Report (if disability is due to an accident)
- iii. Copy of Medical Report\* with Detailed Diagnosis, the date of onset, Cause of Disability and Details of Treatment given (if any).
- iv. Copy of passport with valid visa page / resident card .
- v. Copy of the up to date statement of loan/credit facility starting from the commencement date/loan start date
- vi. Any other documents as may be required by company to substantiate the disability claim.

**3.for Permanent Partial Disability Claims (as per Continental Scale).**

- i. Copy of Police Report (if disability is due to an accident).
- ii. Copy of Medical Report\* with Detailed Diagnosis and Cause of Disability and Details of Treatment given.
- iii. Copy of passport with valid visa page / resident card .
- iv. Copy of the up to date statement of loan/credit facility starting from the commencement date/loan start date
- v. Any other documents as may be required by company to substantiate the disability claim.

**4.for Burial Expenses Claims**

- i. Copy of Death Certificate from appropriate Government Authority – in case of death of the Policy Holder outside Oman, the death certificate has to be attested by the embassy of Oman.

\* From an Authorised Medical Practitioner.

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