



**HAYAH**

Policy Conditions

**Global Protect Life Plan**



# Preamble

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## **Subject Matter of the Policy**

The Proposal Form, the Policy Schedule, this document and any annexed Endorsements are deemed to constitute the contract of insurance and must be read together as “the Policy”.

WHEREAS the Policyholder has applied to HAYAH INSURANCE COMPANY PJSC (hereinafter called “the Company”), by way of a written proposal and declaration for the above Policy, which together with any information or particulars supplied to the Company by the Policyholder shall be the basis of this Contract and be considered as incorporated herein. In consideration of the payment of the first Premium and on condition that the subsequent Premiums are paid, the Company agrees to provide the benefits as described in the Policy Schedule or in any Endorsements attached hereto, provided that this Policy remains valid subject to the terms and conditions, exceptions and exclusions stated and attached hereto and any conditions and provisions endorsed or written hereon and signed for by the Company as being relevant hereto.



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## Definitions

For the purpose of this Policy, the terms used herein shall have the following meaning unless specifically stated otherwise.

### **Accident or Accidental**

An unexpected, unforeseen, unplanned event caused by violent, sudden, external and accidental means, which is not planned.

### **Accidental Death**

Death due to direct consequence of an Accident and occurring during the period of 365 (three hundred sixty five) days from the date of Accident.

### **Actively at Work**

The employee is performing the work of his/her normal occupation and is working the normal number of hours required by his/her contract of employment, either at his/her normal business location or at a location to which he/she is required to travel for business purposes.

If an employee is absent from work, has received medical advice to refrain from working in his/her normal occupation, is working in a reduced capacity or is working a reduced number of hours due to Sickness or Accident, then he/she is not considered to be Actively At Work.

We will consider employees as actively at work if they are on a leave approved by the Policyholder in advance, unrelated to any illness or injury and not exceeding 12 months in duration, such as maternity/paternity leave, study leave, compassionate leaves, sabbatical or annual leaves.

If an employee is not Actively at Work on the Coverage Effective Date, he/she will not be covered under the Policy until he/ she comes back to work in his/her normal capacity. Upon return, no disability coverage will be provided for the medical condition for which the employee was not Actively at Work. This limitation will be removed once the employee has completed 30 (thirty) days of uninterrupted work in his/ her normal capacity.

### **Atomic, Biological and Chemical**

Any action taken in controlling, preventing, suppressing, or in any way relating to any event where Atomic, Biological or Chemical material is involved.

### **Aerial Flight**

Insured Person traveling in licensed aircrafts is covered under the Policy for all benefits. Insured Person travelling on non licensed or non recognized aircrafts will be covered for Death Any Cause benefit only.

### **Capital Sum Insured**

The total amount of the Life Benefit that is specified in the Policy Schedule.

### **Coverage Effective Date**

The date of commencement of the Policy for all staff members who are employed by the Policyholder or the first day of employment with the Policyholder for new staff members.

### **Deferral Period**

Period during which any claim occurring within will be automatically turned down.

### **Dependant**

Refer to the Annexure "Cover for Dependants"

### **Elimination Period**

The period during which no benefits will be payable in respect of a claim. Benefit payment commences only at the end of this Elimination Period as stated in the Policy Schedule.

### **Endorsement**

A written document issued by the Company amending or explaining the Policy Terms and Conditions or Policy Schedule which is attached to or endorsed on to the Policy.

### **Epidemic/Pandemic**

An epidemic of infectious disease that has spread through and affected a large portion of human populations across a large region; for instance multiple continents, or even worldwide. The World Health Organization (WHO) is the only recognized authority to be empowered to declare the status of Pandemic/Epidemic.

### **Free Cover Limit**

The limit that is shown in the Policy Schedule up to which all employees Actively at Work on the Coverage Effective Date will be automatically covered without having to provide any medical evidence of insurability.

### **Inception of Cover**

The date of the start of the Policy.

### **Insured Person**

The person covered under this Policy and upon whose life the Policy benefits are payable as defined in the Policy Schedule.

### **Medical Expenses**

Expenses necessarily incurred for the Insured Person towards medical, surgical or hospitalization needs as a result of an Accident.

### **Medical Practitioner**

A medical doctor, acceptable to the Company, with a recognized degree in medicine who is legally authorized to practice medicine and/or surgery in his country of residence and is not the Insured Person or any person related by blood, married to the Insured Person, the employer or employee of the Insured Person.

### **Mental and Nervous Disorder**

Syndrome regardless of cause, psychiatric or psychological, characterized by clinically significant disturbance in the Insured Person's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological, biological, or developmental processes underlying mental functioning.

### **Period of Insurance**

The period of insurance as mentioned in the Policy Schedule for which Premiums are fully paid or agreed to be paid by the Policyholder and are accepted by the Company. This period starts on Inception of Cover and continues for 12 (twelve) calendar months, unless specifically stated otherwise in the Policy Schedule.

**Permanent Partial Disability (PPD)**

Partial disability of a permanent nature as a result of an Accident or Sickness occurring prior to attainment of age of 65 years of the Insured Person (a) which prevents the Insured Person from performing, in full-time capacity, his/her own occupation or any other occupation for which he/she is reasonably suited by reason of education, experience, training; or (b) in which the Insured Person suffers a loss as enumerated under the disability scale under this Policy ("3. Scale of Permanent Partial Disabilities"). By inclusion of the word 'permanent', it is understood that the disability lasts for 6 (six) calendar months from the diagnosis date and, at the expiry of that period, is beyond expectation of improvement.

**Permanent Total Disability (PTD)**

Permanent total and absolute disability as a result of an Accident or Sickness occurring prior to attainment of age of 65 years of the Insured Person which entirely prevents the Insured Person from performing his/her own occupation or any other occupation for which he/she is reasonably suited by reason of education, experience, training. By inclusion of the word 'permanent', it is understood that the disability lasts for at least 6 (six) calendar months from the diagnosis date and, at the expiry of that period, is beyond expectation of improvement.

**Policy Schedule**

An integral part of this Policy which provides details such as the amounts of benefits, Premiums payable, Period of Insurance and any other limitations/special conditions.

**Policyholder**

The entity which submits the 'Proposal Form' and which has insurable interests in the Insured Persons, and agrees with the Company on the Policy's Benefits and its terms and conditions, and is responsible for the Premium payments.

**Pre-Existing Conditions**

Illness, disease or sickness occurring or manifesting, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Coverage Effective Date.

**Premium**

The amount of money payable by the Policyholder to the Company in consideration of the insurance cover.

**Proposal Form**

The application form which the Policyholder completes for the purpose of enrolment under this Policy.

**Sickness**

Illness or impairment of normal physiological function serious enough to require medical attention from an accredited medical practitioner.

**Sport and Activity**

All Sports and Activities are covered when practiced as leisure. Professional practice or participation in any sport or adventure will not be covered for any benefit.

**Temporary Total Disability (TTD)**

Temporary total and absolute disability (certified by a registered medical practitioner) as a result of an Accident or Sickness occurring prior to attainment of age 65 years of the Insured Person which prevents the Insured Person from following or engaging in or giving attention to his/her usual business or occupation. The Insured Person must be under the regular care of a physician while disabled.

**Terrorism**

An act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention of or effect of influencing any government or commercial enterprise or of putting the public or any section of the public in fear.

**War or Warlike Operations**

War or Warlike Operations (whether war is declared or not), invasion, act of foreign enemy, hostilities, civil war, civil commotion, rebellion, revolution, insurrection, conspiracy, military or usurped power, riot or strike or mutiny, martial law or state of siege.

**Weekly Benefit**

The periodical weekly indemnity paid under the Temporary Total Disability Benefit (TTD) beginning with the first day following the Elimination Period, for the continuous duration of total disability, but not exceeding the maximum period stated in the Policy Schedule.

## Benefits

The following benefits are covered only if they are specifically included in the Policy Schedule.

### **Section 1: Life Benefit (Death Any Cause)**

The Company shall pay the Capital Sum Insured as specified in the Policy Schedule in the event of the Insured Person's death and in the event of death, during the Period of Insurance but after payment of any disability benefit(s), the Life Benefit will be reduced by the total payment made on Permanent Total Disability and Permanent Partial Disability benefits.

### **Disappearance Clause**

If the Insured Person under this Policy has not been found within 12 (twelve) months of the disappearance under imminently deadly circumstances such as sinking, wrecking, forced landing or stranding of the conveyance – craft and/ or airplane, boat, car or any other type of conveyance – in or on which the Insured Person was traveling at the time of the Accident it will be presumed that the Insured Person suffered death resulting from bodily injury caused by an Accident at the time of such disappearance, sinking, wrecking, forced landing or stranding and the Company shall only pay the death benefit under this Policy provided that the person or persons to whom such sum is paid shall sign an undertaking and execute an indemnity bond to refund such sum to the Company if the Insured Person is subsequently found to be living. No additional benefit will be paid under this clause.

### **Terminal Illness Benefit**

If the Insured Person has been diagnosed as being terminally ill prior to attainment of his/her age of 70 years while insured under this Policy, the Company will pay a portion of the Life Benefit to the Policyholder. The maximum Terminal Illness Benefit amount that is payable under this Benefit is the lesser of:

- 50% (Fifty percent) of the Life Benefit under this Policy, or
- USD 100,000 (or equivalent in local currencies)

Prior to receiving a Terminal Illness Benefit, the Policyholder/Insured Person must provide satisfactory evidence to the Company that the Insured Person's life expectancy is 12 (twelve) months or less from the date of application for this benefit. This evidence must include certification from the treating physician. The Company reserves the right to obtain a second or third medical opinion at its own expense from a specialist.

In case of death, during the Period of Insurance but after payment of the Terminal Illness Benefit, the remaining Life Benefit will be paid to the Policyholder.

### **Section 2: Accidental Death Benefit**

The Company shall pay the Accidental Death benefit specified in the Policy Schedule in the event of Accidental Death.

### **Section 3: Permanent Total Disability Benefit**

The Company shall pay the Permanent Total Disability benefit specified in the Policy Schedule in the event of Permanent Total Disability due to Accident or Sickness. Permanent Total Disability due to Mental and/or Nervous Disorder is covered subject to a waiting period of 12 (twelve) months and relevant documents to be provided from the treating physician.

### **Section 4: Permanent Partial Disability Benefit**

The Company shall pay the percentage of the Permanent Partial Disability Benefit specified in the Policy Schedule in the event of Permanent Partial Disability due to Accident and/or Sickness (as defined in "3. Scale of Permanent Disability" and/ or based on a medical proof provided as a formal Disability Certificate issued by the Ministry of Health stating the Disability percentage). In no circumstances will the total amount payable in respect of any Insured Person, whether as a result of one disability or a number of disabilities, exceed the Permanent Partial Disability Benefit specified in the Policy Schedule.

### **Section 5: Temporary Total Disability Benefit**

The Company shall pay Weekly Benefits, subject to the limits specified in the Policy Schedule, in the event of Temporary Total Disability due to Accident or Sickness.

The Benefit period shall not exceed the number of weeks stated in the Policy Schedule calculated from the date of the Accident or Sickness.

If the Insured Person has received Weekly Benefit for the maximum benefit period under the Policy and is still disabled and unable to return to work, the Weekly Benefit will cease. If the Insured Person suffers a recurrence of an injury and/or Sickness for which he/she has received Weekly Benefit, the recurrence shall be treated as the same single claim unless there has been a period exceeding 90 (ninety) days since he/she was last disabled and unable to attend to his/her usual occupation, business or duties.

### **TTD Benefit Period**

It is the maximum number of weeks for which this benefit is payable in respect of any Insured Person for disability due to any Accident or Sickness. The benefit period commences at the end of the Elimination Period (if any) stated in the Policy Schedule and no benefit will be payable in respect of disability continuing or occurring after the period specified in the Policy Schedule has elapsed.

### **Aggregate Disability Indemnity**

The maximum amount of compensation that is payable under one or more than one of the benefits under "2. Benefits – Sections 3, 4" for any Insured Person, shall under no circumstances exceed the highest of benefits under "2. Benefits – Sections 3, 4" set out in the Policy Schedule. If such maximum compensation is paid to any Insured Person (up to 100% of the Life Benefit amount) this payment shall, as from the date of occurrence of the Accident or Sickness, automatically cancel the insurance for this Insured Person and discharge the Company from any further claims under this Policy for this Insured Person.



**Section 6: Repatriation Expenses Benefit**

If the Insured Person suffers Death or Permanent Total Disability which shall necessitate the repatriation of the Insured Person or his/her mortal remains, the Company hereby agrees to indemnify travelling expenses necessarily incurred by such repatriation subject to the limit specified in the Policy Schedule.

This includes (for repatriation following death) the cost of embalming the body, cost of coffin for transporting the body, economy class air ticket for one accompanying passenger and transportation from the airport to the place of residence in his/her home country; and includes (for repatriation following Permanent Total Disability) the cost of economy class air ticket for the Insured Person and one accompanying passenger and transportation from the airport to the place of residence in his/her home country.

**Section 7: Medical Expenses Benefit**

The Company shall reimburse the actual Medical Expenses incurred following an Accident subject to the limit specified in the Policy Schedule. The limit specified is for each Insured Person per annum.

**Section 8: Critical Illness Benefit**

If an Insured Person is diagnosed having one of the critical illnesses covered under the Policy, the Company will pay the critical illness benefit as specified in the Policy Schedule.

The claim date is defined as the date of the first diagnosis of the critical illness covered, or as the date upon which the condition needing the covered surgery to be performed is diagnosed.

The covered critical illnesses are defined in the Annexure "Critical Illnesses covered under the Policy"

The benefit is subject to a deferral of coverage period of 90 (ninety) continuous days. The deferral of coverage period is calculated from the Coverage Effective Date.

The benefit is subject to a survival period of 30 (thirty) continuous days. No critical illness benefit will be paid if death occurs within 30 days following the claim date.

**Section 9: Passive War Risk Cover and Passive Terrorism Cover**

If an Insured Person dies or becomes disabled as a direct or indirect consequence of War or Warlike Operations as an innocent bystander, provided that the Insured Person did not intentionally enter the immediate area of hostilities, the Company's liability under this Policy for the Insured Person shall be limited to the Life Benefit and/or disability benefit(s) specifically designated in the Policy Schedule as benefiting from this provision.

If an Insured Person dies or becomes disabled as a direct or indirect consequence of acts of Terrorism as an innocent bystander, the Company's liability under this Policy for the Insured Person shall be limited to the Life Benefit and/or disability benefit(s) specifically designated in the Policy Schedule as benefiting from this provision.

However, Passive War Risk Cover will not apply and no benefits will be paid if at the time of occurrence, the Insured Person was:

a. Travelling to a country or an area where the British Government Foreign and Commonwealth Office advises against "all travel" there but "essential to travel" for less than 28 days;

b. Remains in a country or an area for more than 28 days from the date of change of status where the British Government Foreign and Commonwealth Office advises against "all travel" there;

c. Taking an active participation in any of the above mentioned events;

d. Member of any armed force or serving in any armed force or member of any police or security or body guard services;

# Scale Of Permanent Partial Disabilities

## Section 1: Continental Scale

[A] Total Disabilities Description	% of Sum Insured
Total and irrevocable loss of sight of both eyes	100
Complete & permanent deafness of both ears of traumatic origin	
Loss of speech of traumatic origin	
Removal of lower jaw	
Loss of both arms or both hands	
Loss of both legs or both feet	
Loss of one arm and one leg	
Loss of one arm and one foot	
Loss of one hand and one foot	
Loss of one hand and one leg	
Total paralysis of four limbs	

[B] Partial Disabilities Description	% of Sum Insured	
<b>1) Head:</b>		
Loss of osseous substance of the skull in all its thickness:		
a. Surface of at least 6 sq cm	40	
b. Surface of 3 to 6 sq cm	20	
c. Surface of less than 3 sq cm	10	
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	40	
Loss of one eye	40	
Complete and permanent deafness of one ear	40	

<b>2) Upper Limbs:</b>		
(If it is medically stated that the Insured Person is left-handed and so declared in the Proposal Form, the compensation percentage specified thereon will be inverted)	<b>Right</b>	<b>Left</b>
Loss of one arm or one hand	60	50
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50	40
Total paralysis of the upper limb (incurable lesion of the nerves)	65	45
Total paralysis of the upper circumflex nerve	20	15
Shoulder ankylosis	40	30
Elbow ankylosis in favorable position (15 degrees round the right angle)	25	20
Elbow ankylosis in unfavorable position	40	35
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40	30
Total paralysis of the median nerve	45	35
Total paralysis of the radial nerve at the torsion cradle	40	35
Total paralysis of the forearm radial nerve	30	25
Total paralysis of the cubital nerve	30	25

	Right	Left
Anchylosis of the wrist in favorable position (straight & pronation)	20	15
Anchylosis of the wrist in unfavorable position (flexion of strained extension or supine position)	30	25
Total loss of thumb	20	15
Partial loss of thumb (ungula phalanx)	10	05
Total anchylosis of thumb	20	15
Total amputation of forefinger	15	10
Amputation of two phalanges of forefinger	10	08
Amputation of the ungual phalanx of forefinger	05	03
Simultaneous amputation of thumb and forefinger	35	25
Amputation of thumb and a finger other than forefinger	25	20
Amputation of two fingers other than thumb and forefinger	12	08
Amputation of three fingers other than thumb and forefinger	20	15
Amputation of four fingers including thumb	45	40
Amputation of four fingers excluding thumb	40	35
Amputation of the median finger	10	08
Amputation of a finger other than thumb, Forefinger and median	07	03

### 3) Lower Limbs:

Amputation of thigh (upper half)	60
Amputation of thigh (lower half)	50
Total loss of foot (tibio-tarsal disarticulation)	45
Partial loss of foot (sub-ankle-bone disarticulation)	40
Partial loss of foot (medio-tarsal disarticulation).	35
Partial loss of foot (tarso-metatarsal disarticulation)	30
Total paralysis of lower limb (incurable nerve lesion)	60
Complete paralysis of the external poplitic sciatic nerve	30
Complete paralysis of the internal poplitic sciatic nerve	20
Complete paralysis of the two nerves (poplitic sciatic external and internal)	40
Anchylosis of the hip	40
Anchylosis of the knee	20
Loss of osseous substance from thigh or both bones of a leg (incurable condition)	40
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40
Loss of osseous substance of the knee-pan while the movements are preserved	20
Shortening of the lower limb by at least 5 cm	30
Shortening of the lower limb by 3 to 5 cm	20
Shortening by 1 to 3 cm	10
Total amputation of all the toes	25
Amputation of four toes including big toe	20
Amputation of four toes	10
Anchylosis of the big toe	10
Amputation of two toes	05
Amputation of one toe other than the big toe	03

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

Permanent disabilities not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration.

The partial "functional" disability not specifically dealt with in the above scale of disabilities, of a limb or an organ is treated like the partial loss of the said limb or organ.

## Section 2: Limitations

The total compensation payable in respect of several disabilities due to the same Accident or by several Accidents is arrived at by adding the various sums, but shall be limited to and in no circumstances exceed the Capital Sum Insured amount stated in the Policy Schedule or the Permanent Partial Disability Benefit specified in the Policy Schedule.

# Conditions And Provisions

## Section 1: Contract

This Policy, including the attached terms and conditions, the Proposal Form, which shall be the basis and an integral part of the Contract, the Policy Schedule and Endorsements, if any, shall constitute the entire Contract between the parties hereto. All statements made by the Insured Person shall, in the absence of fraud, be deemed representations and not warranties.

## Section 2: Duration and Renewal

This Policy is valid for the period stated in the Policy Schedule and is renewable, from year to year, by mutual agreement between the Policyholder and the Company.

## Section 3: Grace Period

A period of 30 (thirty) days after the premium due date allowed for payment of due Premium, during which the cover will remain in force. If the due Premium remains unpaid after the Grace Period, the cover will lapse and benefits will not be payable. The Policy will be void from the Policy Effective Date for which the Premium remains unpaid, notification of which will be sent by registered letter, by the Company to the Policyholder's last known postal address.

## Section 4: Age Limits

- a. Minimum age at entry: 18 (Eighteen) years
- b. Maximum age at entry:
  - For Life Benefit (Death Any Cause/Terminal Illness): 69 (Sixty Nine) years
  - For Accidental Death Benefit/Disability Benefit/Critical Illness Benefit: 64 (Sixty Four) years
- c. Maximum age at coverage:
  - For Life Benefit (Death Any Cause/Terminal Illness): Benefit: 70 (Seventy) years
  - For Accidental Death Benefit/Disability Benefit/Critical Illness

Benefit: 65 (Sixty Five) years

However, if the Insured Person reached the maximum age during the Policy year, his/her Life Benefit coverage will continue until the expiry of the Policy period.

## Section 5: Assignment

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

## Section 6: Policyholder's Duties

The Policyholder shall give written notice to the Company within 7 (seven) days of the occurrence of change in the Insured Person(s) profession, business or occupation or pursuits, the event of which may require an additional Premium.

## Section 7: Premium Payment and Coverage Effective Date

The following conditions shall apply when this Policy is issued to cover all employees of a specified group or all employees of the Policyholder:

- a. Coverage in respect of new employees takes place at the first day of employment with the Policyholder.
- b. All eligible employees Actively at Work on the Inception of Cover will be covered without medical examination up to the Free Cover Limit shown in the Policy Schedule. For those Insured Persons whose Capital Sum Insured exceeds the Free Cover Limit, a medical questionnaire and/or medical examination will be required. The Company reserves the right to deny coverage/reduce coverage/ apply new terms and conditions to a particular Insured Person based on such questionnaire and/or such examination report for the sum insured in excess of the Free Cover Limit only. The Sum Insured in excess of Free Cover Limit shall be only valid after a written

notification is sent from the Company to the Policyholder.

c. If an employee is not Actively at Work on the Inception of Cover, he/she will be covered under the Policy when he/she has returned to work in his/her normal capacity and satisfies the Actively at Work definitions and requirements.

## Section 8: Premium Rates and Adjustments

- a. The annual Premium rates are agreed and subject to revision upon Policy expiry.
- b. In the event of an increase in insured benefits or new entries during any one year, the corresponding additional Premium(s) shall be payable as from the date of such increase or new entries.
- c. In the event of termination of service, the Company shall refund a corresponding pro-rata Premium if termination of service does not coincide with the policy renewal date. Policyholder should notify the Company within 90 (ninety) days from the termination date of the Insured Person. The Company will not accommodate any premium refunds for Insured Persons terminations reported retroactively for a period exceeding 90 (ninety) days and/or reported after Policy cancellation as per: "Section 9: Cancellation". No refund Premium is payable for any Insured Person whose claim has been paid and/or submitted (in total or partially).

## Section 9: Cancellation

This Policy may be cancelled by providing 30 days written notice to the Policyholder's last known postal address and, in such an event, the Company will refund a pro-rata portion of the Premium for the un-expired Period of Insurance. The cancellation shall take effect on expiry of the 30 days notice period.

The Policy may be cancelled at any time by the Policyholder by giving written notice to the Company. Provided no claim has arisen during the current Period of Insurance, the Policyholder shall be entitled to the difference (if any) between the Premium paid and the Premium calculated by the Company for the time during the period for which the Policy had been in force. The cancellation shall take effect 30 days after the Company has received the notice of cancellation.

**Section 10: Termination of Policy Benefits**

Insurance Cover for any Insured Person shall terminate immediately on the earliest of:

- a. After the last day of paid service in case of leaving the employment of the Policyholder;
- b. The date the benefits are paid to the extent of the Capital Sum Insured in respect of any Insured Person;
- c. The Premium due date, if the required Premium is not paid by the end of the Grace Period;
- d. Upon termination of the Policy by normal expiry or cancellation. Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

**Section 11: Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in the Policy shall invalidate all claims hereunder.

**Section 12: Fraud, Misstatement & Concealment**

Any fraud, misstatement or concealment by an Insured Person if unknown to the Policyholder, either in the Proposal on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder (unless associated with "5. Claims Procedure – Section 8: Proof of Age") shall render this insurance null and void insofar as it relates to the Insured Person in question, but any such fraud, misstatement or concealment known to the Policyholder shall render this

whole Policy null and void with no refund for any paid Premium(s), and all claims hereunder shall be forfeited.

**Section 13: Errors and Omissions**

No inadvertent error, oversight, omission or failure in making any reports or declarations hereunder shall prejudice the Policyholder's right of recovery but shall be corrected when discovered.

**Section 14: Conformity with Statutes**

Any provision of the Policy which, on the Inception of Cover or thereafter, is in conflict with laws of the country in which this Policy has been issued shall be amended to conform to the minimum requirements of such laws.

**Section 15: Law and Jurisdiction**

This agreement shall be governed and interpreted in accordance with the laws of The United Arab Emirates. Any dispute arising out of this agreement falls within the jurisdiction of Courts of The United Arab Emirates.

**Section 16: Legal Actions**

No action at law shall be brought to recover under the Policy prior to the expiration of 60 (sixty) days after written evidence of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 3 (three) years after the time written evidence of loss is required to be furnished.

**Section 17: Geographical Scope**

As specified in the Policy Schedule.

**Section 18: Sanction Limitation and Exclusion**

Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose the Company to any sanction, prohibition, or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Claims Procedure

### Section 1: Notice of Claim

Upon the happening of any incident which may give rise to a claim under this Policy, the Policyholder/Insured Person or his/her legal representatives shall give notice to the Company as soon as possible, but in any case, within 365 (Three hundred Sixty Five) days of such occurrence.

No claim will be payable if notice is given after 365 (Three Hundred Sixty Five) days or later from the date of the incident (date of death, onset of disability or Accident).

### Section 2: Substantiation of a Claim and Medical Requirements

- a. All documentation which is issued in any language other than Arabic or English must be accompanied by an English translation from a professionally qualified translator.
- b. All medical reports, certificates, information and evidence as required by the Company shall be furnished at the expense of the Policyholder/Insured Person or his/her legal personal representatives.
- c. The Insured Person, as often as required, shall submit to medical examination on the advice of the Company at their expense.
- d. The Company, in the event of death of the Insured Person shall, at its expense, be entitled to arrange, according to the local applicable law, an inquiry, including a post mortem.

### Section 3: Proof of Loss

All claim documents shall be submitted to the Company as soon as possible but in any case no later than 90 (ninety) days from the date of notification (Notice of Claim). Additionally, the Company is entitled to obtain any further information/documents as it may reasonably require. The Company may also, at its discretion, require the documents to be authenticated by the concerned authorities.

### Section 4: Claims Documentation

Following are the indicative list of documents required to support the claim in respect of the various benefits:

#### For Death due to any cause (Sickness/Accident)

- a. Claim Form.
- b. Death Certificate stating the cause of death.
- c. If death is overseas, then Death Certificate must be attested by the relevant Embassy in the country of residency.
- d. Police Report (if death was due to an Accident).
- e. Clear copy of National Identity document or Passport with residence visa page for the deceased.
- f. Last Salary Certificate (or copy of Payroll confirming last salary paid to the deceased).
- g. Letter from Employer confirming that deceased was actively at work at the time of death.
- h. The Repatriation Expenses Bills (if covered).
- i. Any other document as the Company may deem necessary.

#### For Disability Benefits (Sickness/Accident)

- a. Claim Form.
- b. Disability Certificate from a medical practitioner or a medical board authorized to assess disability (with degree/percentage of disability - in case of Permanent Partial Disability).
- c. Medical report from an authorized medical practitioner with detailed diagnosis, cause of disability, onset of ailment/accident and details of treatment given (if any).
- d. For Temporary Total Disability:
  - Medical report from an authorized medical practitioner stating period of disability (authorizing the sick leave); and
  - Copy of actual sick leave record [provided by the employer].
- e. Police Report (if disability is due to an Accident).

g. Clear copy of National Identity document or Passport with residence visa page for the Insured Person.

h. Last Salary Certificate (or copy of Payroll confirming last salary paid to the Insured Person).

i. Letter from employer confirming that the Insured Person was actively at work at the time of the event that led to the disability.

j. The Repatriation Expenses Bills (if covered).

k. Any other document as the Company may deem necessary.

#### For Medical Expenses Benefit

- a. Claim Form.
- b. Hospital report (Admission & Discharge Summary) including the following:
  - Admission Date;
  - Discharge Date;
  - Cause of Admission; and
  - Onset of the ailment/accident.
- c. Medical Expenses invoices/ receipts.
- d. Police Report (if injury caused by an Accident).
- e. Clear copy of National Identity document or Passport with residence visa page for the Insured Person.
- f. Letter from employer confirming that the Insured Person was actively at work at the time of the event that led to the hospitalization.

g. Any other document as the Company may deem necessary.

#### For Critical Illness Benefit (Sickness/Accident)

- a. Claim Form.
- b. Medical/Hospitalization Report from a licensed Medical Practitioner with detailed diagnosis of the Critical Illness, including date of onset of ailment/accident that led to the Critical Illness.
- c. Confidential Medical Questionnaire (in HAYAH format).
- d. Police Report (if Critical Illness was due to an Accident).

e. If Critical Illness was confirmed overseas, then the Medical Report must be attested by the relevant Embassy in the country of residence or provide another Medical Report from the country of residence, and provide copy of approved leave.

f. Copy of National Identity document or Passport with residence visa page for the Insured Person.

g. Letter from employer confirming that the Insured Person was actively at work at the time of the ailment/accident that led to the Critical Illness.

h. Any other document as the Company may deem necessary.

Documents may be required to be produced in original form for verification before the final settlement of claim.

**Section 5: Beneficiaries**

All claims under the Policy shall be paid to the Policyholder mentioned in the Policy Schedule. The Policyholder understands and undertakes that it is obliged to pay and will pay the claim(s) amount(s), paid by the Company under this clause, to the Insured Person(s) or his/her legal/ personal representative(s).

**Section 6: Indemnity**

The Policyholder agrees to indemnify and hold harmless the Company of and from any and all Insured Person(s) or his/ her legal/personal representative's(s') claims, demands, losses, causes of action, damage, lawsuits, judgments, including reasonable lawyer's fees and costs, but only to the extent caused by, arising out of, or relating to paying all claims under this Policy to the Policyholder.

**Section 7: Claim Payment**

The Company will pay the benefits as soon as it has satisfied itself of the validity of the claim with the documents submitted.

**Section 8: Proof of Age**

Evidence of age of an Insured Person satisfactory to the Company will be required before any benefit in respect of him/her is paid under this Policy. If after inception of the cover provided hereunder for any Insured Person

his/her date of birth proves to have been incorrectly notified to the Company, the Company shall notify the Policyholder of the adjustments to be made, if any, under the Policy in respect of such incorrect notification.

## Sanctioned Countries

UN/US and E.U. Sanctions clause is applicable:

The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and / or all other jurisdictions where the Company transacts its business.

## Anti-Money Laundering

Anti-money laundering requirements: in order to comply with money laundering regulations, the Company may require information or documents prior to processing particular transactions. The Insured Person shall provide us with any such information or documents. Failure to provide requested information or documents may result in delays or failure in the issuing of this Policy, the inception of insurance coverage and/ or the payment of claims. In such circumstances, we will not be responsible for the consequences of such delays or failure to provide cover.

## Exclusions

All policy exclusions apply up to the full sum insured benefit including the free cover limit amount.

The Company shall not be liable for any claim directly or indirectly occasioned through or resulted from or caused by:

**Section 1: exclusions applicable to all benefits**

- a. Active participation in war or war-like operations.
- b. Atomic, biological and chemical exclusion.
- c. Pandemic/epidemic.

**Section 2: additional exclusions applicable to all ancillary benefits**

- a. Suicide, attempt suicide while sane or insane.
- b. Alcohol or drugs abuse.



