



Personal Accident Insurance Policy Wording

Takaful Oman

Towards a Shared Future



PERSONAL ACCIDENT INSURANCE

PREAMBLE

This Takaful Contract / Policy (herein after referred to as the "Plan") is made by and between:

1. Takaful Oman Insurance SAOG an Omani Company incorporated under the laws of Sultanate of Oman (hereinafter referred to as the "Company" / "First Party"), and acting as an Agent/Wakeel & Mudharib for the Participant's Takaful Fund (PTF)
2. And Named participant as mentioned in the Schedule (hereinafter referred to as the "Contributor" / "Policy Holder" &/or "Insured")

The Company / First party Takaful Oman Insurance SAOG is a Company acting subject to the Islamic Shariah which is approved by the Sharia Board of the Company, as an agent (Wakeel) for the Contributors to the Takaful fund to manage Takaful operations for fixed agency (Wakala) fees and investing their funds as a "Mudharib" against fixed percentage of the net return thereof.

POLICY WORDING

SCOPE OF COVER

The Company shall be liable to pay up to the sum insured stated in the Schedule of Benefits in case the Insured Person shall sustain bodily injury caused by an Accident happening during the Period of Insurance mentioned in the Policy and resulting directly, solely and independently of any other causes in:

1. **Death of the Insured person**
The company will then pay the Principal Sum applicable to the named Beneficiary (ies) in the Proposal Form or Application Form less any other amount paid or payable under Benefits 'II' and/or 'III'
2. **Permanent Total Disablement to the Insured person**
The Company will then pay the Principal Sum applicable to the Insured person, less any amount paid or payable as a result of the same accident under Benefit 'III'.
3. **Permanent Partial Disablement to the Insured person**
The company will then pay the Principal Sum as stated under the Scale of Permanent Disabilities stated in the policy.
4. **Medical Expenses:**
Company will reimburse the reasonable, customary and necessary medical expenses incurred up to 365 days from the date of the Accident. This benefit is on actual expense slips and on a reimbursable basis and shall not exceed the maximum amount shown against the benefit under Section IV for any one policy period.
5. **Repatriation of Mortal remains** – Company will pay for:
 - a. Cost of embalming.
 - b. Coffin; and
 - c. Transportation of the body to the Insured's home country.

This benefit does not include the transportation expense of anyone accompanying the deceased.

This benefit is on actual expense slips and on a reimbursable basis and shall not exceed the maximum amount shown against the benefit under Section 'V'

GEOGRAPHICAL LIMITS OF COVER

24/7 Worldwide Coverage excluding Afghanistan, Angola, Burundi, DR Congo (formerly Zaire), East Timor, Egypt, Eritrea, Guinea-Bissau, Haiti, Iran, Iraq, Liberia, Libya, Myanmar, Republic of Moldova, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syrian Arab Republic, Yemen, Zambia, Zimbabwe, Mali, Ukraine, Russia, Belarus, Crimea, and/or any other countries declared as a war prone area (war zone) by the United Nations and/or any countries on which sanction or trade embargo is declared by the United Nations or by any other similar world organizations or by the United Kingdom, European Union or the United States of America. Subject to Sanction & Limitation Clause.

DEFINITIONS

Accident or Accidental

An unexpected event caused by violent, sudden, external and visible means.

Death

Death occurring within 365 days from the date of the Accident.

Dependent Children

The natural or adopted children of the Insured, less than eighteen (18) years of age, or under twenty-three years of age if a full-time student, unmarried and primarily dependent on the Insured for support.

Insured or Insured Person

A person who is more than eighteen (18) and not exceeding sixty-four (64) years of age and completes and signs the Application for Insurance.

Individual Coverage

A Plan which applies only and solely to the Insured.

Family Coverage

A Plan which applies to the Insured, his/her spouse and Dependent Children.

Permanent Total Disablement

Permanent total and absolute disablement as a result of an Accident which entirely prevents the Insured Person from ever again following his/her occupation or any other occupation for which he/she is suited by reason of education, training or experience. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

Permanent Partial Disablement

Disablement as a result of an Accident which prevents the Insured Person from attending to a substantial part of his/her occupation or any other occupation for which he/she is suited by reason of education, training or experience. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

Loss of a Limb

The physical severance, at or above the wrist or ankle, or the permanent total loss of use of a hand or foot.

Loss of an Eye

The loss of sight rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.

Medical Expenses

Medical, surgical or hospital fees necessarily incurred as a result of an Accident.

Repatriation

Transportation of bodily remains of the Insured Person back to the Insured Person's Home Country following Accidental Death.

Terrorism

An act – including but not limited to the use of force or violence and/or threat 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

War

A conflict between different countries, involving the engagement of armed forces.

Warlike Operations

Violent riots, mutinies and hostilities, insurrections, rebellions, military or usurped power, invasion by foreign enemies, revolutions, civil wars, civil commotions, conspiracies, terrorist attacks, martial law and state of siege

EXCEPTIONS

The company shall not be liable for an accident:

1. Consequent upon the insured person engaging in:
 - a. Any adventure, dangerous or hazardous sports or activities such as parachuting, mountaineering or rock climbing (with or without use of ropes or guides), potholing, winter sports (other than curling or skating), bungee jumping, diving with scuba apparatus, water skiing, hunting, show-jumping, steeple chasing; the professional practice or participation in any sport; riding or driving in any kind of organized race or speed testing or reliability or endurance test of any motor vehicle.
 - b. Aviation, gliding or any form of aerial flight other than as a passenger in a fully licensed passenger carrying aircraft, provided that the term 'passenger', for the purpose of this policy, shall not include any person who is a member of the crew of the aircraft or who is in such aircraft for the purpose of undertaking any technical operation therein.
 - c. Any police, para- military, naval, military or air force operation.
2. Directly or indirectly caused by, contributed to, or aggravated by:
 - a. Insanity, intoxication, alcohol or drugs not prescribed by a licensed medical practitioner, childbirth, pregnancy, mental and nervous disorders.
 - b. Physical defect in sight or hearing or any other infirmity rendering the insured more than usually liable to accidents.
 - c. War or warlike operations.
 - d. Active participation in any strike, riot or civil commotion.
 - e. Martial law, state of siege, or any of the events or causes which determine the proclamation or the maintenance of martial law or state of siege.
 - f. Acts of sabotage, violence, looting, sacking or pillage.
 - g. Acts of terrorism including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

- h. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purpose of this exception, combustion shall include any self- sustaining process of nuclear fission).
- i. Accidental or deliberate spread or use of atomic, biological or chemical material including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where atomic, biological and chemical material is involved.
- j. as a result of, or which is contributed to by, the Covered Person suffering from any pre-existing condition or pre-existing physical or mental defect or infirmity.

Pre-existing diseases shall mean such injury/diseases, which have been in existence at the time of proposing this Takaful cover. Pre-existing condition also means any illness/sickness/injury or its symptoms, which existed prior to the effective date of this Takaful cover, whether or not the Covered Person had knowledge that the symptoms were relating to the sickness. Complications arising from preexisting disease will be considered part of that pre-existing condition.

Pre-existing condition also means any physical or mental defect or infirmity or its symptoms, which existed prior to the effective date of this Takaful cover, whether or not the Covered Person had knowledge that the symptoms were relating to the physical or mental defect or infirmity. Complications arising from the pre-existing physical or mental defect or infirmity will be considered as part the pre-existing condition

If Takaful Oman alleges that by reason of any of the above-mentioned exclusions (c) to (j) inclusive, any death, bodily injury or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured/ beneficiaries or their legal representatives.

3. Occasioned by or happening through:
 - a. Suicide or any attempt thereat, intentional self- injury.
 - b. Any unlawful or criminal act of the insured person or his/her wilful exposure to danger (other than in an attempt to save human life).
 - c. Venereal diseases, sexually transmitted diseases, Human Immunodeficiency Virus, (HIV) infection, acquired immunodeficiency syndrome (AIDS) or an AIDS related condition.
4. Persons whilst engaged in the following occupations are also excluded.
 Aircraft pilots and crew, Armed Forces personnel, Artistes engaged in hazardous performances, Aerial crop sprayer, Bookmaker (for gambling), Demolition contractor, Explosives users, Fisherman (seagoing), Jockey, Marine salvager, Miner and other occupations underground, Off-shore oil or gas rig worker, Policeman (Full time), Pop Musicians, Professional sports person, Roofing contractors and all construction, maintenance and repair workers at heights in excess of 50ft/15m, Saw miller, Scaffold Worker, Scrap metal merchant, Security guard (armed), Steeplejack, Stevedore, Structural steelworker, Tower crane operator, Tree feller, Ship crew

GENERAL CONDITIONS

Duration and Renewal

This Policy is valid for the period stated in the Schedule and is renewable, from year to year, by mutual agreement between the Insured and Takaful Oman Insurance SAOG.

Cancellation

This Policy may be cancelled at any time by registered letter, from the Company to the Insured's last known postal address and, in such event, Company will refund a pro- rata portion of the premium for the unexpired Period of Insurance. The Policy may be cancelled at any time by the Insured by registered letter and (provided no claim has arisen during the current Period of Insurance) the Insured shall be entitled to the difference (if any) between the Premium paid and the Premium calculated at Company's Customary Short Period rates subject to a Minimum Premium for the time during the current Period of Insurance the Policy has been in force.

For the purpose of this Condition, the cancellation shall take effect 7 (seven) days after the time the notice of cancellation should have been received, in the ordinary course of post.

The Insured/Insured Person shall give written notice to the Company:

- a. of any change in his/her profession, business or occupation or pursuits.
- b. of any injury or disease or physical or mental defect or infirmity with which he/she has been or is affected, and of which he/she has become aware.

These written notices shall be given to the Company within 5 (five) days of the happening of any of these events. The Company, on the occurrence of such events, may require an additional premium for continuance of the insurance.

Upon the happening of any Accident which may give rise to a claim under this Policy, the Insured/Insured Person or his/her legal personal representatives shall give notice to Takaful Oman Insurance SAOG as soon as possible but, in any case, within 30 (thirty) days of the occurrence. Failure to give such notice within 30 (thirty) days shall not invalidate, reduce or prejudice any claim if it shall be shown not to have been reasonably possible to do so due to the inability of the Insured Person to communicate.

However, no claim will be payable if notice is given after one year from the date of the Accident.

Substantiation of a Claim and Medical Requirement

1. All medical reports, certificates and information and evidence as required by the Company shall be furnished at the expense of the Insured/Insured Person or his/her legal personal representatives and shall be in such form and of such a nature as the Company may prescribe.
2. Company shall not be liable unless after an Accident the Insured Person shall procure and act upon proper medical or surgical advice.
3. The Insured Person, as often as required, shall submit to medical examination on behalf of the Company at their expense.
4. In case of the death of the Insured Person, Company at their own expense, shall be entitled to arrange an inquiry, including a post-mortem where it is not forbidden by law.

Observation of Terms & Conditions of the Policy

The due observance and fulfilment of the Terms, Conditions and Endorsements of the Policy, by the Insured/Insured Person or by his/her legal personal representatives, and the truth of statements and answers in the Application Form, shall be conditions precedent to any liability of the Company to make any payment.

Fraud, Misstatement and Concealment

Any fraud, misstatement or concealment by an Insured Person either in the Application Form 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 shall render this Insurance null and void insofar as it relates to the Insured Person in question.

Arbitration

All disputes having arisen out of or in connection with this contract, including any question regarding its existence, validity or termination, the parties agree in the first instance to refer the dispute to be amicably resolved by Mediation in Oman, administered by the Oman Commercial Arbitration Center (OAC), in accordance with the Mediation Rule of Oman Commercial Arbitration Center, which rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by Mediation within Forty-Five days the filing of the request for Mediation, or within such further period as the parties may agree in writing, the dispute shall be referred to and finally settled by arbitration under the Arbitration Rule of the OAC, which rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English & Arabic

The number of arbitrators shall be Three

The seat or legal place of the arbitration shall be Muscat, Sultanate of Oman

The governing law of the contract shall be the substantive law of Sultanate of Oman

Note:

Compensation shall not be payable under more than one of Sections I to III inclusive and the payment of such Compensation under Section I or Section II shall as from the date of the occurrence of the Accident cancel this insurance and discharge Takaful Oman Insurance SAOG from any further claims under this Policy in respect of that Insured Person.

The aggregate liability of the Company for Sections I to III inclusive under this Policy for each Insured Person shall not exceed the amount payable under Section I (Loss of Life due to Accident).

Age Limits:

Cover will cease at the end of the period of insurance during which the Insured person's 65th birthday occurs.

Claim for Spouse and Dependent Children:

No claim shall be allowed if the named Spouse or Dependent Children engage in activities that are excluded under the Policy even that they are not aware of the Policy Exceptions.

Time of Payment of Claim:

Benefits payable under the Policy for any loss will be paid immediately upon receipt of due written proof of such loss and after satisfactory due diligence of claim and assessment of claim by the claim-team at Takaful Oman Insurance SAOG.

To Whom Benefits are Paid:

Indemnity, if any, for Accidental Death of the Insured Person is payable to the beneficiary as evidenced in the Application Form who shall be the legal beneficiary designated in writing provided such beneficiary survives the Insured Person by thirty (30) days, otherwise to the estate of the Insured Person. Any other accrued indemnities, including payments



for Accidental Death of Spouse or Dependent Children, will be paid to the Insured Person. Any payment made by Company in good faith pursuant to this provision shall fully discharge Takaful Oman Insurance SAOG to the extent of the payment.

Jurisdiction: This Policy applies only to judgments delivered by or obtained from a Court of Competent Jurisdiction of the Sultanate of Oman.

Designation or Change of Beneficiary:

Nominee can be changed by the Insured person by serving a letter and duly acknowledged by the Company, but the Policy cannot be assigned to anyone.

Disappearance:

If after a period of one year has elapsed and all evidence available have been examined by the Company and there is no reason to suppose other than an Accident has occurred, the disappearance of an Insured shall be considered to constitute a claim under this Policy, provided that the person or persons to whom such payment is made shall sign an undertaking to refund to Takaful Oman Insurance SAOG any amount if at any time after the payment has been made the Insured is found to be alive.

Other Insurance with Company: If the Insured holds more than one such policy with the Company, the aggregate indemnity for this policy together will be extended to a maximum of OMR 25,000 equivalent per person.

Reasonable Care and Precautions:

The Insured shall take all reasonable precautions to prevent accidents.

Alterations to Policy: No alteration in the terms of this Policy will be held valid unless the same is approved, signed or initialed by an Authorized Official of the Company.

THE SCALE OF BENEFITS

Occurring within Three Hundred and Sixty-Five (365) days after the date of the Accident.

A. Permanent Total Disablement due to Accident

Description	Compensation as percentage of Sum Insured
a. Permanent Total Disablement	100%
b. Loss of both eyes	100%
c. Loss of two limbs (both hands or both feet or one hand and one foot)	100%

B. Permanent Partial Disablement due to Accident

Description	Compensation as percentage of Sum Insured	
a. Head:		
Loss of an eye		40%
Loss of hearing or speech		40%
Loss of hearing in one ear		15%
b. Upper limbs*:	Right	Left
i. Loss of a limb	60%	50%
ii. Total and permanent paralysis of shoulder	20%	15%
iii. Total and permanent paralysis of elbow	20%	15%
iv. Total and permanent paralysis of wrist	20%	15%
v. Total and permanent loss of thumb and index finger	35%	25%
vi. Total and permanent loss of three fingers (other than thumb and index finger)	25%	20%
vii. Loss of thumb:	20%	17%
viii. Loss of index finger:	15%	10%
ix. Loss of Any other finger	5%	5%
c. Lower limbs:		
Loss of a limb		50%
Paralysis at hip		30%
Paralysis of knee		20%
Paralysis at ankle		20%
Total loss of great toe		8%
Total loss of any other toe		3%

* If it is medically stated that the Insured is left-handed, the compensation percentage specified thereon will be inverted.

Where the injury is not specified, Takaful Oman will adopt a percentage of disablement which - in their opinion - is not inconsistent with the provisions of this Scale of Permanent Partial Disabilities.

TAKAFUL PROVISIONS

It is hereby agreed and understood that this contract is for Takaful coverage whereas,

- 1) The Participant seeks to enter into a Takaful relationship for promotion of solidarity, mutual cooperation and assistance whereby any residual amounts may be declared as surplus as defined later in the policy and made available to the Participants;
- 2) The company established and managing two separate accounts: one for shareholders and other for participants as separate entity from shareholders fund for takaful operation as per takaful rules and SSB supervision.
- 3) The Company in this Policy is a Takaful company authorized by **Financial Services Authority** of Sultanate of Oman and acting in accordance with the Shari'a principles and as an agent/Wakeel for the Participant to manage the Takaful operations for fixed agency fees and acts as Mudarib for investment of Contributions and Funds within the risk pool, and is entitled to an agreed percentage of realized profits under the guidance of an appointed Shari'a Supervisory Board ("SSB")
- 4) The Contributions are donations to the Takaful Fund
- 5) Part of surplus, if any, shall be distributed to the Participants at the end of each financial year according the Company's policy and approval by its SSB. From this distributed Surplus, 1% will be donated to a Social Responsibility Reserve under the supervision of the SSB. Similarly in case of deficit, interest free loan/Qard Al-Hasan will be granted to the Takaful Fund by the Shareholders as per terms agreed.
- 6) At the liquidation of the Company all the accumulated and undistributed surplus amounts in the Takaful Fund shall be distributed to charities under SSB's supervision.

DEFINITIONS AND EXPLANATION OF TERMINOLOGY:

Accident:	A sudden, unforeseen and fortuitous event caused by external, violent and visible means
Agent/Wakeel:	The representative of the Participant's Takaful Fund
Application form:	A signed statement of facts made by the applicant for Takaful, on the basis of which the Company carry out an underwriting in full accordance with the terms and conditions of this Plan. The application form becomes part of the contract when the Plan is issued.
Benefits:	The Takaful coverage provided by this Plan and any extensions or restrictions shown in the Plan schedule or in any endorsements (if applicable).
Company:	Takaful Oman Insurance SAOG
Contribution:	The amount paid by the Participant to the PTF based on a commitment to donate towards risk protection.
Material Fact:	A material fact is one which affects the judgement of the Underwriter, in deciding whether to accept a risk or not and if he decides to accept, the terms on which he will do so. For an existing contract it affects the Company's judgement of whether it wishes to continue to cover the risk and if so on what terms].
Mudarib:	Manager of Investment Fund
Participant:	The applicant for the Takaful coverage, acting in the name of the Participant Members application on whose behalf is formally accepted by Company and protection is provided under this Plan.
Plan Period:	The period of this Plan stated in the Plan schedule & the coverage from the effective date to the expiry date

- Plan Schedule:** A list issued by Company in which information on the contractual parties are specified, together with the specific conditions of this Plan including but not limited to both parties data, the effective date, the expiry date, Plan name and number, contribution and contribution payment details, benefits details (including annual maximum limits and benefits annual sub-limits, territorial limit, deductible amount and percentage of co- payment, if applicable), provider networks list, membership list including Participant Members details (name, date of birth, gender and Participant Member's joining dates), and the Plan's special conditions, if any.
- Surplus:** The surplus comprises of residual contributions of the participants in addition to the reserves and profits, after deducting all expenses and indemnity amounts. The residual amount thus computed is considered Surplus, rather than profit.
- Takaful:** It is a kind of cooperative insurance under the management of specialized company that adheres to the rules and principles of Islamic Shari'a.
- Takaful Fund:** The Participant's Takaful Fund (**PTF**) is a collective pool (and has a separate financial entity from the Company) established, invested and managed by the Company with the sole purpose of providing Protection Benefits as per the terms of this Policy. All costs, expenses, charges and fees for maintaining and investing the assets of the Takaful Fund and any other expenses related to the Takaful Fund including the Re-Takaful or Reinsurance, claims expenses and strengthening reserves to secure or maintain the claim paying ability, shall be borne by the Takaful Fund. Any investment gains or losses on the assets of the Takaful Fund are credited or charged to the Takaful Fund
- Wakala:** Islamic contract to appoint someone to be Participant's agent for a certain fee
- Qard Hasan:** Interest Free Loan (benevolent loan)



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