TAKAFUL ELITE LIFE PLAN - TERMS AND CONDITIONS

PREAMBLE AND OPERATIVE CLAUSE

THIS TAKAFUL POLICY (herein after referred to as the “Plan /Policy”) is made by and Between

1. Takaful Oman Insurance SAOG, a Listed company incorporated under the laws of Oman (hereinafter referred to as the “Company”), and acting as an Agent / Wakeel for the Participant’s Takaful Fund (PTF) and Participant

Whereas

A. The Participant desires to take a family takaful plan in the manner hereinafter described and the Company has received from the Participant an Application Form and Declaration, which, together with any other written statements relating hereto, shall constitute the basis of this Plan and is hereby deemed incorporated herein.

B. Therefore, the parties hereto hereby agree that the Company as an Agent / Wakeel for the PTF and upon receipt of all Contributions as per Schedule attached and the happening of any contingency described hereinafter and further in strict accordance with the terms and conditions herein contained or endorsed hereon shall indemnify the Customer, i.e. the Participant against sudden and unforeseen physical loss of or damage to the covered property as hereinafter more fully described in the manner and to the extent hereinafter provided.

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 funds may be declared as surplus as defined later in the Policy and made available to the Participants.

2. The company has established and is 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 Plan is a Takaful company authorized by Oman Capital Market Authority and acting in accordance with the Shari’a principles and as an Agent / Wakeel for the Participant’s Takaful Fund 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 Supervisor Board (”SSB”).

4. The Contributions are donations to the Takaful Fund

التفهيد والبدن العملي

 تم إبرام وثيقة التكافل هذه (المشار إليها فيما بعد بـ "الخطة / الوثيقة") بين كل من:

1. شركة تكافل عمان يتمثل الشريحة في شركة مساهمة عمانية خاصة تم تشريتها وفقاً لقوانين سلطنة عمان، ويعمل أيضاً في شأنها، والتي تعمل بصفته وكيل لصندوق تكافل المشاركين.

2. المكتب في الحدول (والمشار إليها فيما بعد "المشارك").

وصيت أن:

1. المشارك يرغب في الحصول على التكافل العائلي لتغطية:

2. ودعا إلى مكافحة الأضرار المفاجئة أو الأضرار التي تلوى، وفقاً لما هو موضح في النص.

3. يسعى المشتركة في هذا العقد على أن تكون الشريحة صاحبة الصندوق المشترك، وسلامة الأموال، و⊂("خطة / الوثيقة") بين كل من:

4. شركة تكافل عمان يتمثل الشريحة في شركة مساهمة عمانية خاصة تم تشريتها وفقاً لقوانين سلطنة عمان، ويعمل أيضاً في شأنها، والتي تعمل بصفته وكيل لصندوق تكافل المشاركين.

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4. شركة تكافل عمان يتمثل الشريحة في شركة مساهمة عمانية خاصة تم تشريتها وفقاً لقوانين سلطنة عمان، ويعمل أيضاً في شأنها، والتي تعمل بصفته وكيل لصندوق تكافل المشاركين.

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5. Part of surplus, if any, shall be distributed to the Participants at the end of each financial year according to 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, an interest free finance / Qard Al-Hasan will be granted to the Takaful Fund by the Shareholders as per terms agreed and it shall be recovered from any surplus that may arise in the PTF in the subsequent years under SSB supervision.

6. At the liquidation of the Company all the accumulated and undisputed surplus amounts in the Takaful Fund shall be distributed to charities under SSB's supervision.

DEFINITIONS

For the purpose of this policy, the following terms wherever used herein shall be held to mean:

**Accident** means a sudden, unexpected, unintentional, specific event, which occurs during the Policy Period at an identifiable time and place including exposure resulting from mishap to conveyance in which the Participant is traveling.

**Agent/Wakeel** means the representative of the Participant’s Takaful Fund.

**Application form** means 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.

**Baggage** means personal goods belonging to the Participant or for which he or she is responsible which are taken by him or her on the Journey or acquired by him or her during the Journey.

**Beneficiary** means the individual named by the Participant and as shown in the Takaful Membership Certificate or any endorsement thereafter. Beneficiary shall be spouse or children or parents.

**Benefit** means the indemnity payable under the scope of this policy in respect of Death or Travel Cover or Gadget Protection.

**Bodily Injury** means identifiable physical injury which is caused by an Accident and solely and independently of any other cause results in Participant’s death, Permanent Total Disablistment or Dismemberment, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury.

**Contribution** means The amount paid by the Participant to the PTF based on a commitment to donate towards risk protection.

**Cancers** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

1. Cancer is diagnosed, confirmed by an oncologist or pathologist, and must be supported by histological evidence of malignancy and invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

In addition to the above, cancers are excluded other than:

1. Skin cancers (except for malignant melanomas less than 0.5 cm, and melanomas less than 1 mm), and CIN (3 and CIN 1-Cervical Dysplasia). The diagnosis must be confirmed by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

1. Invasive cervical carcinoma - in situ (Carcinoma - In Situ) in the pre-cancerous stages (CIN 1-Cervical Dysplasia).

2. Intracranial tumor.

3. Other cancers except for malignant melanomas less than 0.5 cm, and melanomas less than 1 mm.
1. Tumors showing the malignant changes of carcinoma-in-situ and tumors which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysplasia C1N-1, CIN-2 and CIN-3.

2. Hyperkeratoses, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3; unless there is evidence of metastases.

3. Prostate cancers historically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, TINOMO Papillary micro carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukemia less than RAI Stage 3; and

4. All tumors in the presence of HIV infection.

Checked in Baggage means the baggage of the Participant in respect of the Covered Trip under the care, custody and control of the airlines/carrier for the purposes of transit and which is not under the immediate supervision of the Participant concerned.

Close Relative means any member of the Participant’s Immediate Family or his parents or brothers / sisters.

Company means Takaful Oman Insurance SAOG.

Covered Trip / Journey means the first 90 days of any trip outside Oman falling within the period. The Journey shall be deemed to have begun with the Participant’s departure from Oman and shall have ended upon return to home.

Dismemberment means permanent loss of a limb including permanent loss of use of such limb or loss of eye(s) including total and irreversible loss of sight in such eye(s) caused by Bodily Injury occurring within 12 months from date of Accident.

Effective Date means the date the cover starts under the policy. The cover starts from the date the Participant has paid his first Contribution to the Bank.

Excess means the amount the Participant must contribute towards each and every claim made. The amount of the excess is confirmed in the Takaful Membership Certificate.

Gadget means Personal Mobile phone, Smart Phones (including iPhones), iPads, Laptops or Tablets owned by Participant are covered by this policy.

Hospital Daily Indemnity means payment to be made to the Participant for each complete 24 hour period that the Participant spends as a hospital in-patient outside his or her Country or Domicile on a Journey. No payment shall be made until the first 24 hour period has expired, after which the first 24 hour period is also eligible for payment.

Hijack meanspayment to be made to the Participant for each complete 24 hour period that the Participant is travelling as a passenger.

1. In respect of the Covered Trip under the care, custody and control of the aircraft or other conveyance or the crew thereof in which the Participant is travelling as a passenger.

2. Payment to be made to the Participant in respect of any trip outside Oman falling within the period. The Journey shall be deemed to have begun with the Participant’s departure from Oman and shall have ended upon return to home.

3. In respect of the Covered Trip under the care, custody and control of the aircraft or other conveyance or the crew thereof in which the Participant is travelling as a passenger.

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Takaful Oman Insurance SAOG (Takinco) is the Policy Issuing Company and all communications in respect of the policy shall be directed to Takaful Oman Insurance SAOG, P.O. Box 39, Al Har butt 220, Muscat, Oman.

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Hospital means a hospital recognised and registered as such by the local authority concerned.

Illness means any sudden and/or unexpected deterioration of health certified by a competent medical authority which first manifests itself whilst the Participant is on a Journey.

Participant means the customer who is covered under the Policy not more than 65 years of age and/or their Dependents as per the information/details mentioned on the Takaful Membership Certificate.

Immediate Family / Dependents means Participant and spouse and child(ren) (up to a maximum of 3 i.e. Spouse + 3 Children in all) up to age 18, or dependent children up to age 23 if in full time education, and dependent upon parents for support. "Children" includes natural children, stepchildren or legally adopted children.

Identification cards means driving license, labour card, Insurance Card and other identification cards/papers of similar kind.

Kidney Failure means chronic irreversible failure of both kidneys, requiring either permanent renal dialysis or renal transplantation.

Medical Expenses means all reasonable costs necessarily incurred outside Oman whilst the Participant is on a Journey for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

Money means coins bank notes postal and money orders signed travellers and other cheques letter of credit, travel tickets, credit cards, petrol and other coupons.

Mudarib means the Company management team who manage the contributions of participant Fund through Shari'a complaint Mudaraba product.

Permanent Total Disablement means disablement resulting from Bodily Injury, caused other than by loss of limb or eye, which has prevented the Participant from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Participant from engaging in any gainful occupation whatsoever for the remainder of his or her life.

Policy Period means the period for which Contribution is fully paid by the Participant mentioned in the Takaful Membership Certificate.

Pre Existing Illness means illness, disease or sickness occurring or manifesting prior to the Effective Date or the date of commencement of subscription, 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 Effective Date or the date of commencement of subscription whichever is later.

Proof of Purchase means the original purchase receipt provided at the point of sale (not from online auctions) that gives details of the Gadget purchased, or similar documents that provide proof that Participant owns the Gadget mentioned in the Takaful Policy.
Scheduled Airline means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for a civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, or regular or chartered flights operated by such carrier.

SAS means Speciality Assistance Services, whose services are requisitioned by the Company for rendering emergency assistance to the Participant. The contact details of the SAS worldwide are given in Appendix 1 of this policy.

SAS Doctor means the physicians attached to the SAS alarm centres throughout the world. This list is subject to change at the discretion of the Company.

Surplus means the Surplus comprised 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 a Surplus, rather than a profit.

Takaful means a kind of cooperative insurance under the management of a specialized company that adheres to the rules and principles of Islamic Shar’a and based on the set of takaful rules.

Takaful Membership Certificate means the schedule of Benefits duly signed by the Company which includes the certificate number, the name of the Participant, name of the Beneficiary and relationship, the Benefits, limits as well as the Takaful terms and conditions.

Terminal Illness means when the advent of death is highly probable within 12 months and medical opinion has highly probable death in favour of the relief of symptoms and support of both patient and family. The diagnosis of terminal illness is subject to change at the discretion of the Company.

Terrorism means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment of the economy.

Valuables means audio and video equipment cameras electrical electronic and photographic equipment telecommunications equipment radios personal stereo equipment telescopes and binoculars antiques jewellery watches precious stones and articles made of or containing gold silver or other precious metals or animals skins or hides.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, religious or other ends.

Warlike operations means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and military law or state of siege.

Rخصة أو تصريح مشابه لنقل الجوكي المدني المنظم وضخمة عن دولة صاحب الطائرة، والتراخيص المذكورة موجهة لنقل الجوكي المدني بدوام محدد ومتظمتة أو جدران معزولة أو مناطق طبيعية مفتاحية شريكية للنقل الجوي في هذه الخدمات.

خدمات الدعم التخصصي وخدمات الاستراحات أو أعمال الحكومة في حالة عزلة، والحروب أو الانتفاضات أو العمليات العسكرية أو الأخرى.

شريكية العضوية التكافلية هي نوع من التأمين التعاوني تحت إدارة شركة متخصصة تلتزم بمبادئ وأحكام الشريعة الإسلامية وتستند على مجموعة من قواعد التكافل.

المرض العضال ويفسر به عندما يتم تعليق وقود الوقعة خلال أي فترة من الأجل يتجاوز أجرام المرض في حالة المرض وضعية وعائدة. كما يجب أن يجري تشخيص المرض والعناية والتحليق في إجراءات المرضى المتغيرة من قبل أحد الأطباء المحترفين.

الإتهامات التي يمكن استخدامها أو التحقق بها باستخدام الكوأ أو العدد الضرود أو المكوث أو أي أهداف أخرى.

الأشياء الثمينة ويفسر بها معدات الصوت والفيديو والكابوريات والعملية والتهديدات الإلكترونية وخدمات التصوير الفوتوغرافي ومعدات الأقمار الصناعية والاستشراق والرادار والمكوثات الصناعية، والأجهزة الكهربائية والإلكترونية، وخدمات الإتصالات السلكية واللاسلكية، بالإضافة إلى الخدمات الأخرى المماثلة من الخدمات الأخرى.

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TAKAFUL ELITE LIFE PLAN - TERMS AND CONDITIONS

Wakala means the contract that appoints someone to be the Participant's agent for a certain fee.

The parties hereby agree that Takaful Oman Insurance SAOG (herein after called Company) the Agent / Wakeel for the PTF and upon receipt of all Contributions as per Schedule attached and the happening of any contingency described hereinafter and in strict accordance with the terms and conditions herein contained or endorsed hereon shall indemnify the Customer (the Participant) against the risks specified in this document subject to the Terms and Conditions hereinafter specified on or after the Effective Date of this Policy.

Provided always that this Policy shall be subject to the Terms and Conditions herein after specified and any endorsements made to this Policy now or at any future time by the Company and all such Terms and Conditions and any such endorsements are to be deemed part of this Policy.

In Witness Whereof the parties have executed this Plan in Muscat, Sultanate of Oman:

Signed for and on behalf of Date
Takaful Oman Insurance S.A.O.G.

Scope of Cover

Section 1. Family Takaful Coverage (Life)

Section 1A. High Value Family Takaful

In the event of a Bodily Injury or Illness which results in death of an Participant, other than those specifically excluded, after the Effective Date and during the Policy period, the Company shall pay the Beneficiary 60% of the eligible claim amount as lump sum (maximum OMR 60,000/-) in accordance with the terms and conditions of this policy.

Section 1B. Lifestyle Support

In the event of an admissible death claim under Section 1A, the Company shall pay the Beneficiary 40% of the eligible claim amount in 25 equal monthly installments (maximum OMR 40,000/- in all) in accordance with the terms and conditions of this policy to support the family in order to maintain their lifestyle.

Basis of Claim Computation for Section 1

Maximum Sum covered – OMR 100,000/-

1. Death due to accident: 100% of Sum covered from day one.
   - Death due to sickness:
     Up to 6 months: 20% of the Sum covered (however death due to pre-existing medical conditions is not covered)
     - 6+ to 12 months: 20% of the Sum covered

2. Death due to sickness:
   - Death due to accident: 100% of Sum covered

3. Death due to sickness:
   - Death due to accident: 100% of Sum covered

Section 1B. Lifestyle Support

In the event of a Bodily Injury or Illness which results in death of an Participant, other than those specifically excluded, after the Effective Date and during the Policy period, the Company shall pay the Beneficiary 60% of the eligible claim amount as lump sum (maximum OMR 60,000/-) in accordance with the terms and conditions of this policy to support the family in order to maintain their lifestyle.

Basis of Claim Computation for Section 1

Maximum Sum covered – OMR 100,000/-

1. Death due to accident: 100% of Sum covered from day one.
   - Death due to sickness:
     Up to 6 months: 20% of the Sum covered (however death due to pre-existing medical conditions is not covered)
     - 6+ to 12 months: 20% of the Sum covered

2. Death due to sickness:
   - Death due to accident: 100% of Sum covered

3. Death due to sickness:
   - Death due to accident: 100% of Sum covered

Section 1B. Lifestyle Support

In the event of a Bodily Injury or Illness which results in death of an Participant, other than those specifically excluded, after the Effective Date and during the Policy period, the Company shall pay the Beneficiary 60% of the eligible claim amount as lump sum (maximum OMR 60,000/-) in accordance with the terms and conditions of this policy to support the family in order to maintain their lifestyle.
EXCLUSIONS - Applicable to Section 1:

No payment shall be made under this policy on the death of Participant, if such death occurs as a result of:

1. Active participation in any war, whether declared or not, from warlike action, civil war, insurrection, riot, civil commotion or other acts of violence including terrorism originating from any political or civil unrest;
2. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger or pilot or crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
3. Any breach of Criminal law by the Participant or an assault provoked by him;
4. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
5. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
6. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
7. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
8. Terminal Illness, Kidney Failure and Cancer within 12 months after the date on which the assurance of that Participant first commenced;
9. Death due to Pre-existing medical condition but this exclusion shall not apply in respect of death occurring after a continuous period of 6 months from the Effective Date.

Coverage of Passive War Risk

The Passive War Risk shall be covered as follows:

Subject to the terms and conditions of this Policy/Plan, the Company shall be liable for claims that become payable on death as a result of 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 Participant and the Participant does not actively participate in any of the above-mentioned events or the Participant is involuntarily affected by suddenly occurring war or war-like operations while travelling outside the country of residence where the Participant.

The Passive War Risk shall be covered as follows:

1. Any breach of Criminal law by the Participant or an assault provoked by him;
2. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
3. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
4. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
5. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
6. Terminal Illness, Kidney Failure and Cancer within 12 months after the date on which the assurance of that Participant first commenced;
7. Death due to Pre-existing medical condition but this exclusion shall not apply in respect of death occurring after a continuous period of 6 months from the Effective Date.

EXCLUSIONS - Applicable to Section 1:

No payment shall be made under this policy on the death of Participant, if such death occurs as a result of:

1. Active participation in any war, whether declared or not, from warlike action, civil war, insurrection, riot, civil commotion or other acts of violence including terrorism originating from any political or civil unrest;
2. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger or pilot or crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
3. Any breach of Criminal law by the Participant or an assault provoked by him;
4. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
5. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
6. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
7. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
8. Terminal Illness, Kidney Failure and Cancer within 12 months after the date on which the assurance of that Participant first commenced;
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3. Any breach of Criminal law by the Participant or an assault provoked by him;
4. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
5. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
6. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
7. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
8. Terminal Illness, Kidney Failure and Cancer within 12 months after the date on which the assurance of that Participant first commenced;
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EXCLUSIONS - Applicable to Section 1:

No payment shall be made under this policy on the death of Participant, if such death occurs as a result of:

1. Active participation in any war, whether declared or not, from warlike action, civil war, insurrection, riot, civil commotion or other acts of violence including terrorism originating from any political or civil unrest;
2. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger or pilot or crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
3. Any breach of Criminal law by the Participant or an assault provoked by him;
4. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
5. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
6. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
7. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
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2. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger or pilot or crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
3. Any breach of Criminal law by the Participant or an assault provoked by him;
4. Attempted suicide whilst sane or insane within 1 year after the date on which the assurance of that Participant first commenced;
5. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
6. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost 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 Nuclear, Biological and Chemical material is involved.
7. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.
8. Terminal Illness, Kidney Failure and Cancer within 12 months after the date on which the assurance of that Participant first commenced;
9. Death due to Pre-existing medical condition but this exclusion shall not apply in respect of death occurring after a continuous period of 6 months from the Effective Date.
Participant 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 Participant 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 Syria, Libya, North Korea, Iraq, Iran, Yemen 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.

**Terrorism Exclusion**

Not withstanding any other provision in this Policy/Plan 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 Participant in any acts of terrorism - whether making use of nuclear, biological or chemical weapons or material or not – shall be excluded.

**Section 2. Annual Family Travel Takaful**

This section covers the Person and/or their Immediate Family /Dependents to whom the benefits shall apply. Unlimited trips during the Policy Period, single trip shall be up to a maximum of 90 days. The Participant(s) will have the facility to avail a Travel Takaful Certificate for Visa purposes.

1. **Personal Accident Takaful – 24 hour cover**

The Company shall pay the Sum covered for this Section stated in the Takaful Membership Certificate if in the course of the Covered Trip, the Participant sustains Bodily Injury solely and directly by outward violent and visible means or as a result of being struck by any air, land or water conveyance during the course of travel which solely and independently of any other cause within 12 calendar months of the date of the Accident or being struck results in the Participant suffering:

i. Death or
ii. Dismemberment (or)
iii. Permanent Total Disablement

**استثناء الارهاب**

بصرف النظر عن أي بلد آخر في هذه الاتفاقية، لا يتحمل العمد الكمالي/الأتميز مسؤولية أو مطالبات تنتمي بشكل مباشر أو غير مباشر أو تتعلق بأعمال إرهابية تعني على أساس الأخلاقية أو الأخلاق السياسية أو الأخلاقية، أو أي أجزاء من فريق استثناء على أي أعمال إرهابية أو عيقتها أو مفعولها أو مقصدها، فإن طبيعة الأشخاص، حتى لو وجد شخص أو سبب آخر في حالتها أو برأي ثالثة آخر في حالتها أو تصورًا، وإلى هذه الأعمال أو العناصر أو الأنشطة أو الأحداث المستقلة أو وحدة المنظمة (منظمات) أو جماعات (جماعات) من الأشخاص متعددة أو أحلام أو منظمة (منظمات) أو حكومة (حكومات) أو على طلة لها - وبدون أن يتم تصنيفه من طبيعته أو من نوايا أو مفهوم من أنه أهداف سياسية أو اجتماعية أو سياسية أو تجارية أو أي أهداف أخرى.

ومع أية حالة تستثنى المشاركة الفعلية من المشترك في أي من أعمال الإرهاب الأخرى. سواء تم في استخدام أسلحة أو موانع أو أي خيارات أو خيارات أخرى.

**القسم 2/ تكافل سفر الأسرة السنوي**

يغطي هذا القسم المشترك و/أو أسرة المشتركة / المجارين الذين سيستفيدون من إمكانيات التأمين المتوفرة غير المحدودة خلال فترة السفر، وسواء الحجب الأصلي للجهة المرتبطة تمتع بـ90 يوماً، سواء المسافرون المشترك (المؤمن عليهم) Diseased (أو) حياء أو جزء آخر مصغرة وفقًا للمعى خلال هذا فترة، يكتسب وفقاً بتطبيق من تاريخ الحادثة أو الضرر/الإصابة الذي يتسبب في معالجة المشتركة:

أ. الوفاة أو
ب. الإصابة أو
ج. العجز الكلي الدائم

**الاستثناءات النقطية على القسم 1 (بالإضافة إلى**

لإن تغطى المكان بوجب هذا القسم من هذه الوثيقة فيما يخص أي مؤمن عليه بوجب أكثر من بند من النموذج 8 of 36
Exclusions applicable to Section I  
(in addition to General Exclusions)  
The Benefits under this Section of this Policy shall not be paid in respect of any one under more than one of the item(s) i. to iii arising out of any one Accident.

2. EMERGENCY MEDICAL

2.1. Emergency Medical Legal and Referral Services

2.1.1 Emergency Evacuation

In case of serious Illness or Accident, and upon medical advice, the Participant can be evacuated by SAS to the nearest facility capable of providing adequate care, only if medical treatment is unavailable and the gravity of his medical condition warrants specialised, vital treatment.

Conditions

a. All decisions of medical nature, degree of urgency, state of the Participant and his fitness to travel as well as practical considerations such as access to airport, meteorological factors, distance to be covered and mode of transport would be taken by the SAS doctor in charge, in consultation with the doctor treating the Participant, and if possible with the Participant family doctor.

b. All services would be given under constant medical supervision.

2.1.2 Emergency Medication / Medical equipment expenses

Upon request from a local attending physician the Company / SAS will, when possible and legally permissible, dispatch any essential medicine and/ or medical equipment required for the Participant which is not locally available.

Conditions

The Participant would be responsible for the cost of the items dispatched unless they are required for an emergency evaluated by the SAS doctors.

2.1.3 Despatch of Physician

If an Participant is taken ill suddenly and cannot be moved, and should local treatment prove to be inadequate, SAS will send a medical specialist to the Participant.

2.1.4 Transportation to join the Participant and/or return of children

Scope of Cover

The Company shall indemnify the Participant in respect of transportation costs of a third party (any person designated by the Participant and originating from the same country of the Participant) and/or return of dependent children consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Conditions

a. Such costs are admissible only if the Participant has travelled alone and has been hospitalized for
a period of more than 3 days.

The liability for such costs cannot exceed the cost of a round trip economy class airline ticket. Accommodation costs for such third parties are not admissible.

b. The maximum liability for return of dependent children left unattended to their place of residence shall not exceed USD 5,000/-. Cost of qualified attendants to the dependent children is admissible at the discretion of the Company.

2.2. Emergency Services (Advice and/or Assistance)

The indemnity under this policy shall include the following emergency services:

a. 24 hours worldwide information / assistance

SAS would provide on request pre-trip referral information on countries and regions to be visited, including, where possible, local English – Speaking doctors and/or information on where the Participant can obtain medical accessories and phone numbers of Hospitals.

b. Hospital deposit Guarantee

The Company / SAS would guarantee or pay any required Hospital admittance deposit on behalf of an Participant.

c. Medical Monitoring

The Company / SAS would monitor the Participant condition if they are hospitalized and would keep the Participant employer or family informed

d. Legal Assistance

The Company / SAS would provide the members with the name, address telephone numbers and if requested by the members and if available, office hours for referred lawyers and legal practitioners. The Company would not provide any legal advice to the members.

e. Miscellaneous and Non-Medical assistance.

If an Participant should, while abroad, urgently require the services of a lawyer, interpreter, technician, etc., he/she should contact one of the SAS alarm centres (refer to Appendix 1). A phone call or telex to SAS explaining the service required is sufficient for SAS to put the Participant in contact with a local SAS correspondent. This service does not normally entail any extra charges. However, services thus obtained through SAS remain the financial responsibility of the Participant.

Conditions

a. The Company's liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

b. Liability under this section is subject to the claim being admitted under section 2.1 (Emergency Medical Legal and Referral Services)
c. The Participant shall contact the SAS physicians through the SAS alarm centres to provide a medical evaluation if the local facilities cannot be contacted or if a second opinion is required.

d. Telephone conversation even with the local attending physician would be considered only as advice.

e. The Participant will repay any sum advanced within 45 days without any interest.

f. The advance of funds for admission in the hospital would be made only with a valid credit authorisation

2.3. Hospital Daily Benefit

The Company shall indemnify the Participant or any person as may be selected by the Participant’s legal personal representative(s) in respect of hospitalization consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Exclusions (in addition to the General Exclusions)

a. No liability is admissible if the period of hospitalization is less than 24 hours. However if the period of hospitalization is more than 24 hours then the Participant is eligible for a compensation including the first 24 hours of hospitalisation.

b. The Participant suffering from sickness or disease not directly resulting from Accident, Bodily Injury or Illness.

2.4. Repatriation

In the case of the death of an Participant, the Company will cover the transportation charges for repatriation of the mortal remains and the cost of an economy air class ticket for an adult accompanying the mortal remains, to Oman. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Conditions

The SAS doctor in charge would decide upon the Repatriation in consultation with the doctor treating the Participant and if possible with the Participant family doctor.

Exclusions common to Section 2.1, 2.2, 2.3 & 2.4.

a. The facilities or services, which are not specified in this policy or any subsequent Journey or during a period for which payment is not received.

b. Services rendered without the authorisation and/ or intervention of SAS.

c. Services made by any party other than SAS for which no charge is usually made.

d. Cases of minor illness or injury which in the opinion of the SAS physician can be adequately treated locally and which do not prevent the Participant from continuing their travels or work.

2.4.1. Repatriation

In the case of the death of an Participant, the Company shall indemnify the Participant or any person as may be selected by the Participant’s legal personal representative(s) in respect of hospitalization consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

2.4.2. Repatriation

In the case of the death of an Participant, the Company shall indemnify the Participant or any person as may be selected by the Participant’s legal personal representative(s) in respect of hospitalization consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Exclusions (in addition to the General Exclusions)

a. No liability is admissible if the period of hospitalization is less than 24 hours. However if the period of hospitalization is more than 24 hours then the Participant is eligible for a compensation including the first 24 hours of hospitalisation.

b. The Participant suffering from sickness or disease not directly resulting from Accident, Bodily Injury or Illness.

2.4.3. Repatriation

In the case of the death of an Participant, the Company shall indemnify the Participant or any person as may be selected by the Participant’s legal personal representative(s) in respect of hospitalization consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Exclusions (in addition to the General Exclusions)

a. No liability is admissible if the period of hospitalization is less than 24 hours. However if the period of hospitalization is more than 24 hours then the Participant is eligible for a compensation including the first 24 hours of hospitalisation.

b. The Participant suffering from sickness or disease not directly resulting from Accident, Bodily Injury or Illness.

2.4.4. Repatriation

In the case of the death of an Participant, the Company shall indemnify the Participant or any person as may be selected by the Participant’s legal personal representative(s) in respect of hospitalization consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate.

Exclusions (in addition to the General Exclusions)

a. No liability is admissible if the period of hospitalization is less than 24 hours. However if the period of hospitalization is more than 24 hours then the Participant is eligible for a compensation including the first 24 hours of hospitalisation.

b. The Participant suffering from sickness or disease not directly resulting from Accident, Bodily Injury or Illness.
2.5 Emergency Medical Expenses

The Company shall indemnify the Participant in respect of emergency medical expenses consequent upon the Participant falling ill or sustaining Bodily Injury in the course of the Covered Trip, provided the Illness or Bodily Injury is serious enough to warrant hospitalization or in-patient treatment for a minimum period of 24 hours. The Company’s liability shall be in accordance with the Sum covered specified in the Takaful Membership Certificate Conditions.

The Participant should provide the following information from the Hospital where he was admitted as an in-patient during the Covered Trip.

a. Detailed diagnosis of the medical condition.

b. Details of the treatment given.

c. Number of days in the hospital as an ‘in-patient’.

d. Invoice for the treatment expenses.

Exclusions (in addition to the General Exclusions)

a. This section is subject to an excess of USD 150/- each and every loss.

b. Expenses, which are recoverable from any other Takaful policy or national insurance programme under which the Participant is covered.

c. Expenses incurred after 12 months from the date of the Accident or first manifestation of Illness giving rise to such expenses.

d. Dental or optical expenses, unless incurred as a result of an Accident.

e. Treatment provided other than by a qualified medical practitioner.

f. Expenses incurred within Oman.

g. Expenses incurred which are non-medical in nature e.g. telephone calls, newspaper etc.

h. Any expenses arising from pregnancy, childbirth, or any medical complications resulting therefrom if delivery is expected during a trip or within 12 weeks upon expiration thereon.

i. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.

j. Any claims arising from any health condition of the Participant where such condition has already been the subject of a claim under this takaful in respect of any earlier trip.
3. TRAVEL INCONVENIENCE

3.1 Cancellation and Curtailment

The Company shall indemnify the Participant in respect of unused portions of prepaid travel and accommodation expenses directly and necessarily incurred which were originally included in the covered trip due to Cancellation, Curtailment or Rearrangement of any part of the original Journey arising out of:

a. Participant sustaining Bodily Injury or becoming ill
b. Death, injury or illness of the Participant Close Relative or any person with whom the Participant had arranged to travel.

c. Compulsory quarantine, jury service subpoena or hijacking involving the Participant or any person with whom the Participant had arranged to travel.
d. Strike riot or civil commotion mechanical breakdown or adverse weather conditions.
e. Delay of outward Journey flight forming part of the booked trip for more than 10 hours as a direct result of adverse weather conditions, strike or industrial action.

Exclusions (in addition to the General Exclusions)

a. Any Cancellation, Curtailment or Rearrangement of a trip booked against medical advice.
b. Expenses incurred which would have been recoverable from any other source including other takaful policies.

3.2 Travel Delay

The Company shall indemnify the Participant in respect of the expenses reasonably incurred subject to the Sum covered shown in the Takaful Membership Certificate in the event of delay in departure of the flight or sea vessel caused by or arising out of industrial action, adverse weather conditions, mechanical breakdown or derangement of the aircraft or sea vessel or the grounding of the aircraft as a result of mechanical or structural defect.

Conditions

a. The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the travel itinerary.
b. The Participant should have checked-in according to the itinerary given to him or her by the tour operator or carrier and should have obtained written confirmation from the airline or shipping line or their handling agents stating the reason and period of delay.

Exclusions

a. Expenses incurred which would have been recoverable from any other source including other Takaful policies.
b. Claims for a period of delay of less than 8 hours.
3.3 Delayed Baggage

In the event of the Participant being temporarily deprived of his Checked-in Baggage outside Oman on his/her outward journey during a Covered Trip for a period in excess of the number of hours specified in the Takaful Membership Certificate, the Company shall, subject to the Sum covered specified in the certificate, indemnify the Participant in respect of such delayed baggage for the purchase of immediately necessary and reasonable items as may be required by the Participant.

Conditions
The Participant must obtain written confirmation from the carriers or their agents of the reasons for delay before a claim is considered under this Section of the policy.

Exclusions
a. Claims unaccompanied by the Carriers irregularity report.
b. Expenses incurred which would have been recoverable from any other source including other Takaful policies.
c. Claims for a period of delay less than 8 hours.
d. Claims settled under this section would be deducted from the final claim settlement should the items prove to be permanently lost and paid under Section 3.4.
e. Expenses incurred due to a delay in Customs and other such formalities.

3.4 Personal Baggage and Personal Money

In the event of an Participant suffering loss of or damage to Baggage or Money whilst on the Covered Trip, the Company shall indemnify the Participant in respect of such loss or damage up to the Sum covered specified in the Takaful Membership Certificate.

Conditions
a. The Participant shall as soon as practicable notify the carrier of the missing baggage and get written confirmation from the carrier of the number of hours he was without his baggage. In the event of the baggage being lost, the Participant shall obtain a written confirmation from the carrier that the baggage is ‘non-traceable’ or ‘lost’.
b. The Liability in respect of any item and for jewellery and valuables is specified in the Takaful Membership Certificate.

Exclusions
The Company shall not be liable in respect of the following:
a. Baggage delayed, detained or confiscated by Customs or officials of any local authority/body.
b. Claims in respect of accessories for vehicles or boats.
c. Loss or damage due to :-
   • moths, vermin, wear and tear, atmospheric or

3.3 تأكير وصول حقائب السفر

في حالة حرقان المشترك محالتا أن حقائب سفره المفحوصة خارج سلطنة عمان في رحلته الخارجية خلال الرحلة المشمولة بالتغطية لفترة تزيد على عدد الساعات المحددة في شهادة التكافل، تتعويض الشريكة المشتركة مع مبلغ التغطية المحدد في شهادة التكافل عن حقائب السفر المشفرة لشراء المواد اللازمة والعناصر اللازمة لطلبات المشتركة.

الشروط
تعمد على المشترك الحصول على تأكيد خطى من الناقل أو وكيله بإسباط الأضرار قبل النظر في المطالبة.

الاستثناءات

أ. المطالبات غير المرفقة بتقرير الطلق الصادر عن الناقل.

ب. الأمور المتفاقمة التي كان من الممكن استدراها من أي مصدر آخر بما في ذلك وثائق الأمان الآمن الرئيسي.

ج. مطالبات فترة التأخير التي تقل عن ثمان (8) ساعات.

د. تشمل المطالبات التي يتم تسهيلها وفقا لهذا القسم من تنسيقية التكافل المالية إذا تبقي مقدار المواد بشكل طبيعي، ويتم دفع مبلغها وفقا للبند.

ه. النفقات المتصلة بسبب تأخير في الجمارك وغيرها من مثل هذه الشكلات.

3.4 حقوق السفر والأموال الشخصية

في حالة تعرض المشترك لفقدان أو تلف حقائب سفره أو ضياع أو خسارة أثناء الرحلة المشمولة بالتغطية، فإن الشريكة تخضع عن هذا الخسارة أو الفضي من حدود مبلغ التغطية المحدد في شهادة التكافل.

الشروط

أ. يخطر المشترك باسرع وقت وحصت ممكن الناقل بأي حقائب سفر مفقودة، ويلتحصل على تأكيد خطى منها تكشف أن هناك حالات تخبر بها جميع المسائل، أي في حالة فقدان الحقائب السفر تحذر المشترك على تأكيد خطى من الناقل لأي حقائب سفره لا يمكن تعبير عن مفقودة.

ب. تحدده في شهادة التكافل المسؤولية المتحملة عن الشيء الواحد عند المجوعات والمواد الثمينة.

الاستثناءات
لا تتحمل الشريكة أي مسؤولية عن ما يلي:

أ. حقائب السفر السابقة أو التي اضطررتها أو صدمتها المحرك أو موظفوها أو مستوطنة حيث محلية.

ب. المطالبات الخاصة بكماليات السيارات أو القوارب.

ج. الفقدان أو الضياع الناتج عن:
   • الفقدان والمشترات الطفيلي واللولبي والبلي والظروف الجوية أو المباني أو التدهور التدريجي.
b. The Participant shall give notice as soon as practicable to the Company of any occurrence for which there may be liability under this section and provide the Company with such particulars as there may be evidence of any occurrence and any particulars of any occurrence which the Participant has reason to believe may result in a claim against the Company.

3.5 Passport

In the event of an Participant suffering loss of his/her passport whilst on the covered trip, the Company shall indemnify the Participant for up to the sum specified in the Takaful Membership Certificate in respect of replacement cost plus reasonable additional accommodation and travel expenses incurred only by the Participant whilst outside Oman the Journey. PROVIDED THAT upon discovery notification as soon as practicable shall be given to the Participant nearest Embassy and a written report obtained from them of the loss.

When not being carried by the Participant, passports must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Participant.

Exclusions

The Company shall not be liable in respect of any loss of which is not reported to the police within 24 hours and a written report obtained.

4. PERSONAL LIABILITY

The Company shall indemnify the Participant against all damages or costs in respect of Accidental death or Bodily Injury and/or Accidental loss or damage to material property belonging to any third party up to the limit specified in the Takaful Membership Certificate due to an incident during the covered trip.

Conditions

a. The Limit of Indemnity is inclusive of all the Participant costs and expenses incurred with the prior written approval of the Company;

b. The Participant shall give notice as soon as practicable to the Company of any occurrence for which there may be liability under this section and shall provide the Company with such particulars as there may be evidence of any occurrence and any particulars of any occurrence which the Participant has reason to believe may result in a claim against the Company.

climatic condition or gradual deterioration.

- Mechanical or electrical failure
- Any process of cleaning, repairing, restoring or alteration
- More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- Devaluation of currency or shortages due to errors or omissions during monetary transaction.
- Loss not reported to the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained.
- Any expenses incurred which would have been recoverable from any other source, including Takaful policies.
- Losses from unattended vehicles unless secured in a locked boot.
- Breakage of sports equipment in use or loss of or damage to pedal cycles or hired equipment.

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3.0 Journeys

- In the event of an Participant suffering loss of his/her passport whilst on the covered trip, the Company shall indemnify the Participant for up to the sum specified in the Takaful Membership Certificate in respect of replacement cost plus reasonable additional accommodation and travel expenses incurred only by the Participant whilst outside Oman the Journey. PROVIDED THAT upon discovery notification as soon as practicable shall be given to the Participant nearest Embassy and a written report obtained from them of the loss.

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and information as the Company may require and shall forward to the Company immediately on receipt any letter, writ, summons and process and shall advise the Company in writing immediately the Participant has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;

c. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Company. The Company shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Participant shall give any information and assistance required;

d. The Company may at any time and at their sole discretion pay to the Participant the maximum sum payable under this section in respect of any claim. The Company shall then be exempt from all future liability under this section.

Exclusions (in addition to the General Exclusions)

a. Injury to employees of the Participant
b. Liability arising out of
   - the ownership or use of animals, vehicles, air craft or water craft (other than manually propelled rowing boats, punts or canoes)
   - property belonging to or held in trust by or in the custody of or control of the Participant.
   - any wilful damage or misconduct
   - the carrying on of any trade, profession or business.

c. Liability to members of the Participant family or any employee
d. Liability assumed by the Participant by Contract.
e. Liability for which indemnity is provided to the Participant under any other Takaful

GENERAL EXCLUSIONS

APPLICABLE TO SECTION 2 (1,2,3 & 4)

The Company shall not be liable under this policy for:

1. Death, disablement, loss, damage or expenses directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority including an act of terrorism;

2. Death, disablement, loss or destruction of damage to any property whatsoever or any
TAKAFUL ELITE LIFE PLAN - TERMS AND CONDITIONS

loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

3. Death, disablement, loss or expense arising out of pressure waves caused by aircraft and other flying machine travelling at sonic or supersonic speeds;

4. Death, disablement or expense attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof;

5. Death, disablement, loss or expense directly or indirectly arising out of or contributed to by the Participant wilful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in an attempt to save human life), or the Participant own criminal act;

6. Death, disablement, loss or expense arising out of and or attributable to:

   a. the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse;

   b. any anxiety or depression;

   c. pregnancy or childbirth if the baby is due during the Covered Trip or within 12 weeks of the end of the Covered Trip;

   d. the Participant engaging in flying of any kind other than as a passenger;

   e. motor cycling

      • as a driver or passenger on machines with more than 125cc engine capacity;
      • as a driver if the Participant do not have a valid driving licence;

7. Death, disablement, loss or expense whilst the Participant is:

   a. Undertaking any form of hazardous work in connection with any business, trade or profession, racing, motor rallies and competitions, professional or organized sports, mountaineering (reasonably requiring the use of ropes or guides), pot holing, ski-diving, winter sports, or any form of aerial flight except as a fare paying passenger on a
The excess specified in the Takaful Membership Certificate as applicable to the relevant cover.

9. Expenses incurred as a result of the Participant engaging in active services in the Armed Forces of any nation.

10. Expenses incurred where the Journey is undertaken against the advice of a currently qualified medical practitioner.

11. Any property or expense more specifically covered under any other insurance.

12. Expenses arising through fraudulent use of credit cards.

13. Death, disablement, loss, damage or expenses directly or indirectly occasioned by or commission of or the attempt to commit an unlawful act.

14. Costs which would have been payable if the event giving rise to a claim had not occurred.

15. Costs incurred in respect of the period of any Journey that exceeds the 90 days duration of cover.

16. Pre-existing diseases of any kind.

17. CONSEQUENTIAL LOSS

Any costs or expenses incurred in pursuing claims against a travel agent, tour operator, insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, insurer insurance agent or carrier contracted as part of the original Journey and not any third party’s carrier booked directly by the covered during the Journey.

19. NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION

This Takaful does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If the Company allege that by reason of this exclusion any claim is not covered by this Takaful the burden of proving the contrary shall be upon the Participant.

SPECIAL PROVISIONS - APPLICABLE TO SECTION 2

1. A Covered Trip under this policy shall not commence:
   a. after receipt of a terminal prognosis.
   b. against the advice of a registered qualified medical practitioner.
c. while receiving in-patient treatment or awaiting such treatment.
d. with the intention of obtaining medical treatment during the Covered Trip.
2. The Participant must take reasonable care to prevent loss, damage, Accident, Bodily Injury or Illness.
3. The Participant shall at their own expense furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require, in the form and of the nature prescribed by the Company. The Company shall be allowed at their own expense and upon reasonable notice to the Participant to arrange a medical examination of the Participant from time to time, or in the case of death, upon reasonable notice to the Participant legal representatives, to have a post-mortem examination of the body.
4. The Takaful Membership Certificate forms part of this policy and the expression "this policy" or "policy" wherever used in this contract shall read as including the Takaful Membership Certificate and any attached Sections, Specifications, Conditions, Provisions, Limitations, Terms, Endorsements or Exclusions.
5. In the event that the Company incurs any cost and/or expense not covered under this policy on the Participant behalf, the Participant shall reimburse such costs and expenses to the Company.
6. The due observance and fulfilment of the terms, provisions, conditions, limitations of this policy in so far as they relate to anything to be done or compiled with by the Participant and the disclosure of all material facts shall be condition precedent to any liability of the Company under this policy. If the circumstances in which the Takaful contract was entered into are materially altered without the written consent of the Company, the policy shall become null and void in respect of that particular Participant.
7. No third party has authority to change this policy or waive any of its terms and conditions.
8. Neither party to this policy shall have any right or authority to create any obligation, warranty, representation, or responsibility, expressed or implied, on behalf of the other party, to bind the other party in any manner whatsoever, in so far as any other party is concerned, outside of the terms, conditions and stipulations of this policy.
9. All notices made under this policy may be served or sent by first class post or facsimile to the last known address or facsimile number of the Participant and the Company as set out in this policy. Letters mailed by registered mail, shall be deemed to be served at the expiry of 72 hours after the time of posting.
10. Failure at any time during the term of this policy of either party hereunder to enforce any provision of this policy shall not constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time.

11. The parties hereto acknowledge and agree that the terms of this policy constitute the entire terms between them and no amendment to or modification of this policy shall be effective for any purpose unless the same shall be confirmed in writing by the parties hereto but any such amendment to or modification of this policy shall not be construed as a waiver of any subsequent breach, whether of the same or different provisions.

12. In this policy headings are used for reference only and do not affect the construction or meaning of the policy.

13. References to certificate are references to the certificate to this policy and references to clauses or sub-clauses are, unless otherwise stated, references to clauses or sub-clauses of this policy.

14. If the Participant has more than one Policy covering similar Benefits covered herein, then he is eligible only for a ratable proportion of the claim under this Policy. This is not applicable to Personal Accident claims.

APPENDIX 1. Alarm Centre Numbers

Specialty Assistance Service (SAS) numbers for 24 hour assistance services:

For assistance Worldwide, contact:

SAS
Tel: +44 (0) 207 902 7405
Fax: +44 (0) 207 928 4748

For assistance in the Americas, contact:

SAS
Philadelphia, USA
Tel: +1 215 489 3785
Fax: +1 215 489 8525

For assistance in Africa, contact:

SAS
Johannesburg, South Africa
Tel: +27 10 209 8300
Fax: +27 10 209 8405

For assistance in Asia Pacific, contact:

SAS
Bangkok, Thailand
Tel: +662 645 3932
Fax: +662 645 3732

Section 3. Personal Gadget Protection

a) Accidental Damage

Company will pay repair or replacement costs if covered gadget is damaged as a result of an accident. Where only part or parts of covered Gadget have been damaged, Company will only repair or replace that part or parts.

b) Theft

If covered Gadget is stolen, Company will replace it. Where only part or parts of covered Gadget have been stolen, Company will only replace that part or parts.

TAKAFUL ELITE LIFE PLAN - TERMS AND CONDITIONS
c) Fraudulent Call Use

Company will pay up to OMR 50/- towards the cost of calls made without Participant permission from covered gadget with airtime capability while the gadget is stolen and while the calls are not barred by the airtime provider.

This is subject to such unauthorized calls being made within 12 hours of discovery of the theft of covered Gadget. There must also be a valid theft claim under this takaful cover to be able to claim for unauthorized calls.

d) Breakdown

This policy covers mechanical breakdown which occurs after the manufacturer’s guarantee period has expired. This cover is not available on laptops.

e) Accidental Loss

Company will replace covered Gadget if the covered accidentally lost it, meaning that you have accidentally left the Gadget in a location and you are permanently deprived of its use.

Where only part or parts of the gadget have been lost, Company will only replace that part or parts.

Special Conditions for Gadget Protection

1. The gadget must be under 12 months old, at the time of purchasing this Policy.
2. The maximum coverage period is 36 months for a Gadget.
3. There is 14 day initial exclusion period during which, if the covered gadget is stolen, lost, damaged or breaks down, covered will not be able to claim and this is called the ‘exclusion period’. The exclusion period is:
   a. 14 days after the start date of Policy
   b. 14 days after any change to the Policy in which Participant adds a gadget to the Policy or replace a current covered gadget – the exclusion period applies to the gadget that is added.
4. Participant must provide any receipts, documents or proof of purchase, that the Company requests.
5. Participant cannot transfer this Takaful to someone else or to any other gadget without the Company’s written permission.
6. Cover excludes costs or payments recoverable from any party, under the terms of any other contract, guarantee, warranty, or Takaful and in the event of a claim the covered is required to advise the Company of any alternative Takaful policies in place for the covered Gadget.

EXCLUSIONS

Gadget is not covered for:

1. The amount of the excess which applies to each and every claim.

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Gadget is not covered for:

1. The amount of the excess which applies to each and every claim.

HE) الخسارة العرضية

تستبدل الشركة الأجهزة الذكية المشمولة بالتغطية في حالة فقد المشترك لها بصورة عرضية أو أنها تقطت الأجهزة الذكية في مكان ما دون ضدع ورمدت من استخدامها بصورة نادرة.

إذا تعرض جزء أو أجزاء من الأجهزة الذكية المشمولة بالتغطية للحريق، تطول الشركة مسؤولة استبدال هذا الجزء أو تلك الأجزاء فقط.

الأحكام الخاصة المتعلقة بحماية الأجهزة الذكية

1. يجب أن يكون عمر الأجهزة الذكية أقل من 12 شهراً وقت شرائها هذه خلامة بالخصوص تعبر في كل مكان وورد إلى الوثيقة.
2. أفقر فترة تخضع هي 36 شهراً للأجهزة الذكية.
3. توجد فترة استثناء أولى تُقدر بـ 14 يوماً إذا تحدث تلك الفترة حتى لو سرت سرقة أو فقد أو الأخطار الجوية، فلا يمكن للمشترك تقديم أي مطالبة وتسمي هذه الفترة فترة الاستثناء، وتكون هذه الفترة مفتوحة وقابلة للتجديد.
4. يمكن للمشترك تقديم أي إياتصالات أو وثائق أو استدعاء نظير خدمة الشركة.
5. لا يمكن للمشترك تحويل هذا الكمال إلى شخص آخر أو إلى جهاز ذكي آخر دون موافقة خصبة من الشركة.

الاستثناءات

تكون الأجهزة الذكية غير مشمولة بالتغطية بالنسبة للاتي:

1. أي سرقة أو خسارة ما لم يدعمها محضر الشرطة.
2. أي سرقة أو خسارة ما لم يتم إبلاغ الشرطة.
3. أي مطالبة تضمن سرقة أو فقد ما لم يتم إبلاغ السلطات الرئيسية المحلية والشرطة (إن كان متطلعاً) خلال 24 ساعة من اكتشاف الحادث.
4. سرقة الأجهزة الذكية من العقار الشاغر ما لم يوجد دليل على داخل العقار بصورة مثبتة.
5. سرقة الأجهزة الذكية المتوقفة دون متاحة في مكان عام أو مثلاً داخل الموقف للسيارات.
6. سرقة الأجهزة الذكية من الشخص ما لم يستخدم المشتك من الشركة.

تشمل الأجهزة الذكية غير مشمولة بالتغطية بالنسبة للاتي:

1. متطلبات الخروج الذي يصر على كل مطالبة.
2. أي سرقة أو خسارة ما لم يدعمها محضر الشرطة.
3. أي مطالبة تضمن سرقة أو فقد ما لم يتم إبلاغ السلطات الرئيسية المحلية والشرطة (إن كان متطلعاً) خلال 24 ساعة من اكتشاف الحادث.
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6. سرقة الأجهزة الذكية من الشخص ما لم يستخدم المشتك من الشركة.
2. Any theft or loss unless supported by a Police Report.
3. Any claim involving theft or loss unless reported to the appropriate local Police authorities and the Network (if applicable) within 24 hours of discovering the incident.
4. Theft of the gadget from unoccupied premises unless there is evidence of violent and forcible entry to the premises.
5. Theft of the gadget left unattended in a public place or a place to which the public has regular access.
6. Theft of the gadget from the person unless force, pickpocketing or threat of violence is used.
7. Theft or loss of, or accidental damage to, the gadget whilst on loan to anyone else other than your immediate family.
8. Loss or theft of, or damage to, additional equipment or accessories other than SIM or PCIMA cards which were in the gadget at the time of the damage or theft.
9. Any claim where the IMEI/Serial number cannot be determined from covered gadget.
10. Any loss of or damage to information or data or software contained in or stored on the gadget whether arising as a result of a claim paid by this Takaful or otherwise.
11. Any claim resulting from the failure of any electrical or computer equipment, software, micro-controller, microchip, accessories or associated equipment to correctly recognise and process any calendar date or time.
12. Repair or other costs for:
   • routine servicing, inspection, maintenance or cleaning;
   • loss caused by a manufacturer’s defect or recall of the gadget;
   • replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
   • repairs carried out by anyone not authorised by Company;
   • wear and tear or gradual deterioration of performance;
   • claims arising from abuse, misuse or neglect;
   • a Gadget where the serial number has been tampered with in any way.
13. Any kind of damage whatsoever unless the damaged gadget is provided for repair.
14. Reconnection costs or subscription fees of any kind.
15. The cost of replacing any personalized ring tones or graphics, downloaded material or software.

7. سرقة أو خسارة الأجهزة الذكية أو تلفها بصورة عوضية عندما تكون معهًا إلى أي شخص غير أفراد أسرتك المباشرة.
8. سرقة أو خسارة أو تلف معدات أخرى أو خيوط إضافية غير شريحة (SIM) أو بطاقات (PCIMA) التي تكون داخل الأجهزة الذكية وقامت منهًا أو سرقتها.
9. أي طالب لا يحمل معرف الرقم السرّي ومن ثم مطالبة الدعم من الجهاز الذكي المطلوب.
10. أي مطالبة ناتجة عن تعطل أي معدات كهربائية أو معدات الكمبيوتر أو برامج أو أجهزة التحكم أو قرصين أو خيوط إضافية أو معدات ذات صلة.
11. تكاليف الإصلاح والتكاليف الأخرى الخاصة بها يلي:
   • تطبيق الحدود التوتوينية أو الخصوص أو الصيانة أو.
12. الحماية التامة عن عيب صناعي أو استغلال.
13. الأجهزة الذكية.
14. الاستدلال أو بضعة التحسينات أو مقاوض أو أزار.
15. التحكم أو البطاريات أو الهوائيات.
16. الإصلاحات التي يبغيها أي شخص غير معلم ملك.
17. المطالبات التي تشكلت في حالة الإصلاحات المعلنة.
18. الأداء.
19. المطالبات الناجحة عن سوء الاستخدام أو.
20. الازمة.
21. أي جهاز ذكي يجري طمس الرقم السري.
22. الموجود عليه بأي صورة كانت.
23. أي نوع من التلف فما كان مالم يقدم الجهاز الذكي للإصلاح.
24. تكاليف إعادة التوصيل أو رسوم القسط على اختلاف.
25. الواحد.
26. تحلية استبدال أي نغمات شخصية أو رسومات أو مواد.
27. أو برامج تم تنزيلها.
28. أي مصادر محلية جراء عدم استخدام الجهاز الذكي أو خسارة سلسلة تكاليف إصلاح أو استبدال الجهاز الذكي.
29. أي مطالبة عندما تقع الخسارة خلال فترة.

ملاحظة: بالنسبة للجهاز الذكي الذي لا تضمن خاصية
"PCIMA" أو "SIM"، لا تسري جميع الإستثناءات المذكورة.
"PCIMA" أو "SIM"، بأي بطاقات، لأي.
16. Any expense incurred as a result of not being able to use the gadget, or any loss other than the repair or replacement costs of the gadget.

17. Any claim where the loss occurred during the exclusion period.

Note: For a gadget without SIM or PCIMA card capability, all exclusions relating to SIM or PCIMA cards are not applicable.

GENERAL EXCLUSIONS

This Takaful does not cover

1. Liability of whatsoever nature arising from ownership or use of the gadget, including any illness or injury resulting from it.

2. Any other costs that are caused by the event which led to your claim, unless specifically stated in this policy.

3. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of Terrorism or War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4. Nuclear Risk, meaning damage or destruction caused by, contributed to or arising from:
   i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
   ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

5. Sonic Boom, meaning any damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THE POLICY

1. CONTRACT/POLICY/PLAN

This policy, including the terms and conditions and any endorsements, if any, the proposal form, if any and the Takaful Membership Certificate shall constitute the entire contract between the parties. All statements made by the Participant shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void this Policy or be used in defence of a claim hereunder, unless such statement is contained in the said Takaful Membership Certificate. Only a duly authorised Officer of the Company has the power on behalf of the Company to extend the time for the payment of the Premium due hereunder.

الاستثناءات العامة

هذا التكافل لا يغطي:

1. الالتزامات الناشئة عن ملكية أو استخدام الأجهزة الذكية، بما في ذلك أي مرض أو إصابة عليه.

2. أي تكاليف أخرى تنشأ عن الحادث الذي يتسبب في مطالبات ما لم يتم منصوص على ذلك في التحديث في هذه الوثيقة.

3. أي خسارة أو ضرر أو مسؤولية ناشئة أو ثابتة أو ناشئة عن بحورة مباشرة أو مباشرة عن الإهابات أو الحروق أو الإصابات الخارجية أو الأعمال الحادة الإدارية أو الأعمال الحادة الإدارية (سواء أكمل الحروق أو لم تكمل) أو التحذيرات الأولية أو التحذير أو العصابة أو استخدام القوة العسكرية أو اغتصاب السلطة أو المصادرة أو الأمانة أو الاستيلاء أو هناك أو لنفس الممتلكات من قبلك أو بناء على أمر من أي جهة متمكنة للدولة أو عامة أو محلية.

4. المخاطر النووية تعني التلف أو التدمير الحادث أو الناتج عن:
   i. الإشعاع أو التلوث المؤثر الناتج عن النشاط الإشعاعي أي وجود نواة أو عن أي مخلفات نووية نتتكر من تطبيق النواة النووية.
   ii. الحوادث الإشعاعية أو السامة أو التفجيري أو التلف الإداري أو أي تلف يعود إلى تأثير الن vũية أو أي مكون له منها.

5. قنبلة الصوت تعني أي ضرر أو تدمير يسبب بصورة مباشرة أو غير مباشرة عن وسائل الضربة الناتجة من الطائرات أو الأجهزة الطائرة التي تسرع بسرعة الصوت أو بسرعة نفاذة الصوت.

الأخلاق العامة

تسري على جميع أقسام الوثيقة

1. العقد / الوثيقة / الخطة

يشمل هذه الوثيقة ما هي ضمن الشروط والأحكام وأي تطبيقات إن وجدت، وشروط التحكم في العقود النشيطة بين الأطراف، وتحديد م标准化 مادة بيانات من المشتركون صراحة من العجلةية أم إضافي وإفرازات ومست Tributaries، ولا يتم استخدام هذه البيانات في إطار هذه الوثيقة كما لا يتم استخدامها في جميع أو مطالب مقدمة هنايا، وسيا للدعم. يذكر هذا بيان في شهادة التكافل، وتمنيات وقوع في التوفيق بحسب الأصول عن الشركة. تحدد فترة الخصخصة في الدفع، وتحدد هذه الأوامر، وتحدد هذه الوثيقة واحدة من الأحكام المحددة.

2. الأهلية

يستطيع المشتركون الحصول على المنافع المذكورة في هذه الوثيقة إذا تولفت فيه المعايير التالية:

• البنك

• إذا كانت الشركة والشريكا للمشاركة أو مكتوبًا لمعايير

• السن المحددة في هذه الوثيقة.
payment of Contribution or in any way to modify this Contract. All benefits under this Policy are payable at the Head Office of the Company situated at Sultanate of Oman.

2. ELIGIBILITY
The Participant is eligible for the Benefits under the policy if he meets the following criteria:

• Participant should meet the eligibility conditions as stipulated by the Bank.
• Participant and their dependents shall be within the age criteria mentioned herein.
• The Participant should have a valid Oman residence visa for expatriates or National Identity Certificate (Nationals only).

3. AGE LIMITS
Minimum age at entry : 18 years
Maximum age at entry : 60 years
Maximum coverage age : 65 years.
Dependent Children - up to age 18, or dependent children up to age 23 if in full time education

4. SUFFICIENCY OF NOTICE
Such notice on behalf of the Participant or the Beneficiary given to the Company or to any authorized agent of the Company, with particulars sufficient to identify the Participant shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that was given as soon as was reasonably possible.

5. FRAUDULENT CLAIMS
If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Participant or his representatives or by anyone acting on his or their behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

6. CANCELLATION
The Company may cancel the policy at any time by written notice delivered to the Participant or mailed to the last address shown by the records of the Company stating when not less than thirty (30) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim originating prior thereto.

In the event the individual Takaful offered to an Participant under the policy for which the Annual Contribution has been paid in advance is cancelled by the Participant or the Company, 80% of the unearned Contribution shall be refunded on a pro-rata basis for the balance of the months of cover due under the policy.

7. ASSIGNMENT
a) Neither party to this Policy shall directly or indirectly assign this Policy or any of its rights and obligations, without the prior written approval of the other party.
b) The right of designation or change of Beneficiary is reserved to the Participant. No assignment of interest shall be binding upon the Company until the Company thereof receives the original of a copy. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment.

c) Consent of the Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in the policy.

8. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company subject to Shari'ah rules and principles.

9. JURISDICTION

This Agreement is governed by Oman Law and all claims and/or disputes shall be subject to the Jurisdiction of the competent courts of Sultanate of Oman to the extent that they do not contradict to Islamic Shariah rules & principles subject to Shari'ah rules and principles.

10. COMPLIANCE WITH POLICY PROVISIONS

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

UNIFORM PROVISIONS

1. CONTRIBUTIONS

All Contribution and applicable taxes, if any are payable in advance by the Participant on or before the date they become due; unless official notice of termination has been given, a grace period will be granted for the payment of any Contribution falling due after the first Contribution, subject to the terms of the Provision entitled Grace Period.

2. REVIEW / FREE-LOOK PERIOD

The Participant is entitled to a full refund of Contribution if coverage under the policy is cancelled upon written request of the Participant within thirty (30) days from the date the first Contribution is paid by the Participant. The Company reserves the right to decline a second application following the cancellation of the first application under this plan, from the same Participant.

3. GRACE PERIOD

A grace period of thirty (30) days will be granted for the payment of each Contribution falling due after the first Contribution, during which time the policy shall be continued in force, unless the policy has been cancelled in accordance with “Cancellation”.

4. THE CONTRACT

If there is any breach of the above conditions, the policy is deemed terminated subject to Shari'ah rules and principles.

5. JURISDICTION

This Agreement is governed by Oman Law and all claims against the Company subject to Shari'ah rules and principles.

6. ARBITRATION

If any difference shall arise, an arbitrator will be appointed by the parties to take an award. The arbitrator’s award shall become final and binding on all parties to the extent that they do not contradict to Islamic Shariah rules & principles.

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4. THE CONTRACT

If there is any breach of the above conditions, the policy is deemed terminated subject to Shari'ah rules and principles.
The Participant shall be liable to the Company for the payment of the Contribution for the period the policy continues in force. If loss occurs within the Grace Period, any Contribution then due and unpaid will be deducted on settlement.

4. CONTRIBUTION PAYMENT AND COVERAGE EFFECTIVE DATE

Coverage in respect of each Participant shall commence from the date the Company has received the signed proposal form, if any and has paid the first Contribution receipt to the Bank.

5. TERMINATION DATES OF TAKAFUL MEMBERSHIP CERTIFICATE

Insurance of an Participant shall terminate immediately on the earliest of:

1. the date the policy is terminated;
2. the date the named covered is no longer eligible within the definition of Participant;
3. the Contribution due date if the required Contribution is not paid within the Grace Period;
4. the date the benefits are paid to the extent of the Principal Sum in respect of the Participant;
5. the date the Participant(s) has attained the age of 65 years old.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

6. RENEWAL CONDITIONS

The policy may be renewed with the consent of the Company from term to term by payment of the Contribution in advance at the Company’s rate in force at the time of renewal. Subject to provisions 7 and 8, the Takaful in respect of the Participant will be automatically renewed each year subject to payment of Annual Contribution unless cancelled in writing by the Participant / the Company.

7. REINSTATEMENT OF POLICY

If only the year of birth of an Participant is provided to the Company then the date of birth for this Policy shall commence from the day the Company has received the signed proposal form, if any and has paid the first Contribution receipt to the Bank. The policy may be renewed with the consent of the Company from term to term by payment of the Contribution in advance at the Company’s rate in force at the time of renewal. Subject to provisions 7 and 8, the Takaful in respect of the Participant shall solely be at the Company’s option.

8. AGE CORRECTION

If only the year of birth of an Participant is provided to the Company then the date of birth for this Policy shall be January 1st of such Participant’s year of birth unless it is mentioned & confirmed by passport or National ID.

9. SANCTION LIMITATION AND EXCLUSION CLAUSE:

No Insurer shall be deemed to provide cover and no Insurer shall 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 Insurer 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 or United States of America.
10. POLITICAL RISKS EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Takaful or any endorsement thereto, it is agreed that this Takaful excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in consequence of any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, civil war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not); or
2. mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
3. civil commotion assuming the proportion of or amounting to a popular rising; or
4. any act (whether on behalf of any organization, body, person or group of persons) in protest against any State or government, authority with force, or any provincial, local or tribal authority with force, calculated or directed to overthrow any State or government, authority with force, or any provincial, local or tribal authority with force, by means of fear, terrorism or violence or use of force or and/or the threat thereof; or
5. losses in any way caused or contributed to by an act of terrorism involving the use or
6. release or the threat of any nuclear weapon or device or chemical or biological agent; or loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination or missiles, bombs, grenades, explosives or any ammunition; or
7. conspiracy, confiscation, commandeering or nationalization or requisition or destruction of or damage to property by or under the order of any de jure or de facto government or by public or local authority; or
8. looting or pillage or theft or burglary in connection with any act referred to in this clause; or
9. consequential losses or damages arising from any act referred to in this clause; or
10. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in this clause; or
11. malicious damage in furtherance to any act referred to in this clause; or
12. any act of Terrorism.

For the purpose of this clause an act of terrorism means an act, including but not limited to the
use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including but not limited to:

1. the intention to influence or affect the conduct of any government (de jure or de facto); and/or
2. to put the public, or any section of the public in fear; and/or
3. to commit violence or threaten violence against one or more persons (whether legal or natural); and/or
4. damaging tangible or intangible property; and/or
5. endangering life; and/or
6. creating a risk to the health or safety of the public or a section of the public; and/or
7. an act designed to interfere with or disrupt an electronic system.

For the purpose of this clause contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Reinsurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Contract the burden of proving the contrary shall be upon the Recovered.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. CLAIMS PROCEDURE

Section 1. Family Takaful Coverage (Life)

a) Upon happening of an event giving rise to a death claim under this Policy, the documents to support the claim in respect of the benefit, required by the Company, include but are not limited to the following:

1. Takaful Membership Certificate
2. Death certificate
3. Legal heir certificate
4. Post mortem report (wherever legally required)
5. Police report (if death was due to an accident)
6. Medical report from an authorised medical practitioner with detailed diagnosis and cause of death if required by the Company when the actual cause of death is not clearly mentioned in the death certificate.
7. Copy of passport with valid visa page (in case of Expatriates)/ National Identity Card (in case of Nationals)

8. Any other documents as may be required to substantiate the claim.

b) The Company may, if need be, insist on the above documents to be provided in original for verification.

c) Documents in respect of death should be submitted within a maximum period of 180 days or any extension provided by the company from the date of death.

d) Claim Payment: Indemnity, if any, for Death of the Participant is payable to the Beneficiary as evidence in the Takaful Membership Certificate, who shall be the legal Beneficiary designated in writing provided such Beneficiary survives the Participant by thirty (30) days, otherwise to the estate of the Participant. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

Section 2. Annual Family Travel Takaful

Contact Takaful Oman Insurance SAOG – +968 22303030

• Notification of claim should be within 30 days from the date of event.
• Complete and return the claim form together with all receipts, reports and all evidence requested on the claim form. All claims must be substantiated by receipts valuations, medical, police or other report(s) as applicable.

Claim Documents required:
Takaful Membership Certificate common for all type of claims

1) Death Claims
   • Death Certificate
   • Police Report

2) Permanent Total / Dismemberment Claims
   • Disability Certificate from an authorised medical practitioner to assess disability
   • Police Report
   • Medical Report with details of treatment given (if any)

3) Emergency Medical Claims
   • Detailed Medical report issued by the Doctor who had treated the covered.
   • Invoice for Medicines purchased / facilities availed.
   • Air ticket or other evidence of travel undertaken by the designated person or the
dependent children
• Cash receipt given by the hospital.
• Proof of repatriation expenses if applicable.

4) Cancellation & curtailment Claims
• Death or medical certificate of Participant close relative causing cancellation of trip.
• Evidence of other reason (like SRCC or quarantine etc.), which causes cancellation of trip.

5) Travel Delay Claims
• Written confirmation from the airline or shipping line or their handling agents stating the reason and period of delay.

6) Delayed Baggage Claims
• Written confirmation of Airlines or Shipping lines or their handling agents stating the reasons and period of delay in respect delayed baggage.
• All the necessary bills/invoices pertaining to the consumables purchased by the Participant for his emergency needs.

7) Loss of Personal Baggage/Money Claims
• Written confirmation from carrier that baggage is “non-traceable” or “lost”
• Report from Police, Airlines, Shipping Lines or their handling agents in respect of loss of baggage.

8) Loss of Passport Claims
• Copy of notification given to the nearest Embassy
• Written report from the Embassy
• Police Report.

9) Personal Liability Claims
• Notice of claim lodged on the covered by third party.
• Copies of Correspondence exchanged between covered and third party.

Section 3. Gadget Takaful
Please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures may invalidate the claim.

Theft & Loss (if covered) Claims:
1. Notify the appropriate local Police authority within 24 hours of discovering the incident and obtain a Crime reference/Lost Property number and a copy of the Police Crime report.
2. For theft of phone covered must also contact the network provider within 12 hours of discovering the incident to place a call bar on the handset.
For all claims (including Theft & Loss):
Contact and report the loss to the Company (Call Centre) within 48 hours of discovering the incident. A claim form will be issued to the Participant, complete the claim form FULLY and return it to the Company in accordance with their instructions, and in any event within 30 days of notifying the claim together with any requested supporting documentation including:

- Police Crime Reference/Lost Property Number (where applicable)
- Proof of violent and forcible entry (where applicable)
- Proof of purchase
- Any other requested documentation.

The Company will assess the claim, and as long as the claim is valid, will authorize the repair or replacement of the gadget as appropriate.

In the event of a claim covered may be asked to provide details of any other contract, guarantee, warranty or Takaful that may apply to the item including but not limited to household Takaful. Where appropriate a ratable proportion of the claim may be recovered direct from these Takaful providers.

Please note: If the Company replaces the gadget in case of damage or lost and if it is subsequently returned or found, covered must notify the Company and send it to the Company if required.

12. CONFORMITY WITH STATUTES
Any provision of the policy which, on the Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes subject to Islamic Law and principles.

13. LEGAL ACTIONS
No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

14. TERRITORIAL LIMITS
24 hours Worldwide for Section 1 & 2, however restricted to Oman in respect of Section 3.

15. OTHER TAKAFUL
This Policy is independent of any other insurance policy held by the Participant for Section 1 however for Section 2 & 3 this Policy shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

16. TIME LIMITATION
If a claim be made and rejected and an action or suit is not commenced within six months after such rejection or (in case of an arbitration taking place as per provisions of this Policy) within six months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited in respect of the particular Participant.

Any other requested documentation.

The Company will assess the claim, and as long as the claim is valid, will authorize the repair or replacement of the gadget as appropriate.

In the event of a claim covered may be asked to provide details of any other contract, guarantee, warranty or Takaful that may apply to the item including but not limited to household Takaful. Where appropriate a ratable proportion of the claim may be recovered direct from these Takaful providers.

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12. CONFORMITY WITH STATUTES
Any provision of the policy which, on the Effective Date, is in conflict with statutes of the jurisdiction in which the policy is issued, is hereby amended to conform to the minimum requirements of such statutes subject to Islamic Law and principles.

13. LEGAL ACTIONS
No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

14. TERRITORIAL LIMITS
24 hours Worldwide for Section 1 & 2, however restricted to Oman in respect of Section 3.

15. OTHER TAKAFUL
This Policy is independent of any other insurance policy held by the Participant for Section 1 however for Section 2 & 3 this Policy shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

16. TIME LIMITATION
If a claim be made and rejected and an action or suit is not commenced within six months after such rejection or (in case of an arbitration taking place as per provisions of this Policy) within six months after the Arbitrator shall have made his award all benefit under this Policy shall be forfeited in respect of the particular Participant.
17. LANGUAGES
In case of any dispute between the English Version and Arabic Version of the policy wording, the Arabic version shall prevail.

COMPLAINTS PROCEDURE
a) Customer to Contact Takaful Oman Insurance: In first instance, we encourage customers to contact our call centre on 22303000 or Mobile Hotline 93644064, we will put our best step forward to resolve the queries to the best of our ability.
-Alternatively, customer could choose to send email to “mailtoc:bancahelp@takafuloman.com”

b) Complaint Acknowledgement from Takaful Oman: Once we receive your complaint, we will provide you a reference number and we will be in touch with you within three (3) working days from the date we receive your complaint. The reference number will be quoted in all correspondence related to your complaint.

In order for us to effectively deal with your complaint, please provide your complaint details and enclose any supporting documentation that may be relevant.

c) Responding to Complaint
Given that the nature of complaints may vary greatly, we endeavor to resolve your complaint within 3 working days from the date it was received. The final decision on your complaint will be conveyed to you no later than 10 days from the date the complaint was first lodged. Under certain circumstances, we may require an extended period to provide you with a full resolution. In this case, we will provide you a written explanation along with advice on the expected resolution date for your complaint.

d) Appeal
To keep your best interest at heart, you have the option to appeal to our Customer Service Supervisor at the address below if you are not satisfied with the outcome of our resolution:

Customer Service Supervisor
Takaful Oman Insurance SAOG
PO Box 207,
PC 134, Bareeq Al Shatti

We will acknowledge receipt of your appeal in writing within 3 working days following which our Customer Service team will send a full reply within 14 working days. If this is not a feasible time frame, we will provide a written explanation to advise when you can expect a full reply.

We will investigate your complaint inform you the result. We will also advise you on any action you can take if you are still unhappy with our response.

استلام الشكوى منكم، سوف نقوم بتزويدكم برقم مرجع وسنقوم باتصال بك في غضون (3) أيام عمل من تاريخ استلام الشكوى. وسيتم ذكر رقم المرجع في جميع المراسلات الخاصة بالشكوى.

وحتى تكون من التعامل مع الشكوى بطريقة فعالة، يرجى تقديم الشكوى وإرفاق أي مستندات داعمة ذات صلة بالشكوى.

(الت) الرد على الشكوى

إلا أن يكون طبيعة الشكوى قد تختلف بشكل كبير، سوف نسعى لحل الشكوى خلال (3) أيام عمل من تاريخ استلامها. وسيتم نقل القرار حول الشكوى لكم في وقت لا يتجاوز (1) أيام عمل من تاريخ إداعة الشكوى، وفي بعض الظروف قد تتعلق فترة ممددتنا للرد يمكنكما بالقرار الكامل، وفي هذه الحالة سوف نقدم لكم تصميم خلاص وإبلاغكم بتاريخ القرار المتوقع للشكوى المقدمة من قبلكم.

(ث) الاستئناف

للمحافظة على مصالحكم، لدينا الخيار والاستئناف لدى مشرف خدمات العملاء في العروض الهوائية أدناه في حالة عدم الاعتراف بقراراتنا.

- مشرف خدمات العملاء

- تفاعلي عملاء التأمين شرقي

- البريد البريدي: 43

- جرب الشاطئ

- سويفت نشر استلام الاستئناف كتابيا خلال (3) أيام عمل بعد ذلك سوف نقوم بتزويدكم برقم مرجع وسنقوم باتصال بك في غضون (1) أيام عمل، وإذا كان ذلك إطلاعًا مبكرًا، سوف نقوم بتوزيع كتاب وإبلاغكم بالموعد المتوقع للرد الكامل.

- سويفت نشر الاستئناف كتابياً.

- كما سوف نقوم بإبلاغكم أي إجراء يمكنكم اتخاذه في حالة عدم إبطالنا على رحنا.
Disclaimer: Takaful Elite Life Plan is a policy between the Participant and Takaful Oman Insurance SAOG (acting as agent/wakeel for Participant Takaful Fund) not the Bank. National Bank of Oman shall not be responsible for the actions or decisions of Takaful Oman Insurance SAOG, nor shall National Bank of Oman be liable regarding payment of claims or service under this policy.

المستندية خطة تكافل النخبة للتأمين على الحياة من برنامج حمايتى هو وثيقة اشترات مبرم بين العميل (المشترك) شركة تكافل عمان للتأمين وكيلا عن صندوق تكافل المشتركين ) وليس البنك ولا يتحمل البنك الوطني العماني أي مسؤولية عن اتصالات أو خدمات شركة تكافل عمان للتأمين شرعي . كما لا يتحمل البنك الوطني العماني أي مسؤولية إما بخصوص دفع المطالبات أو الخدمات المقدمة بموجب هذا البرنامج.