

BENEFITS:

Benefits	Sum Insured	Deductible
Baggage Delay	\$ 40/- up to a maximum of \$ 400/-	6 Hours
Missed Departure	\$ 400/-	\$ 50/-
24 Hour Assistance	Included	Nil
Accidental Death	\$ 10,000/-	Nil
Loss or Damage of Luggage/Personal Effects	\$ 1,000/-	Nil

1. DECLARATION , GENERAL WARRANTY

DECLARATION:

The coverage described in the Policy is provided and underwritten by Oman Insurance Company (P.S.C)(hereinafter referred to as the “the Company”).

If the **Policyholder** (You, Your) named in the Schedule pays the premium as agreed with **Oman Insurance Company (P.S.C), (We, Our or Us)**, We will provide the insurance described in this policy and any endorsements for the Insured Period as defined in this policy, to the **Insured Persons** detailed in the Schedule, in reliance upon the statements contained in the Proposal and Declaration, dated as stated in the Schedule and which is the basis of this policy and is deemed incorporated in the policy.

This document together with the **Policy Schedule** and any endorsements that accompany it set out the Policy between the Policyholder and the Company and should be read as one document. The Policyholder agrees to declare to the Company all **Insured Persons** to be covered under the Policy and to pay Premiums as stated in the **Policy Schedule** including but not limited to any minimum and deposit Premium.

The Company has relied on the information given by the **Policyholder**. For the Policy to be valid, all the information provided by the Policyholder must be true and complete. If there are any changes in circumstances which may affect the Policy, the Policyholder must advise the intermediary or the Company, as soon as is reasonably possible.

This Policy is only valid if issued with a **Policy Schedule**. The **Policy Schedule** will indicate the benefits purchased. Various provisions in the Policy restrict or exclude cover. The Policyholder must read the entire Policy carefully to determine the Insured Persons’ rights and duties, and what is and is not covered. The Company has no duty to provide cover unless there has been full compliance with all sections of the **Policy**.

GENERAL WARRANTY

At the time you take out this insurance or when booking a journey or trip you guarantee that you and any insured person

- do not know of any reason why the proposed journey or trip could be cancelled or abandoned;
- do not know of any medical condition of any person (whether travelling or not) which could result in a claim or need treatment during the period of insurance;
- have told us about any medical condition of anyone (including yourself) whom your journey depends on;
- Or any person has received a terminal prognosis, or is waiting for in-patient treatment at a hospital clinic or nursing home;
- Are not travelling against medical advice (whether such advice has been obtained or otherwise);
- Are not travelling with the intention of obtaining medical advice or treatment.

2 DEFINITIONS

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases

Accident means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any illness or disease) which results in physical bodily injury (but does not include mental, nervous or emotional disorders, depression or anxiety).

Accidental Death means a sudden, unforeseen and unexpected event caused by external, violent and visible means which occurs at an identifiable time and place, resulting in death

Acquired Immune Deficiency Syndrome - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

Assistance Provider means the **Global Emergency Assistance Company** contracted by the **Oman Insurance Company** to provide travel assistance services to **You**

Accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another Covered Person who is on a Journey

AGCC means the **Arabian Gulf Cooperation Council** countries comprising Bahrain, the United Arab Emirates, Saudi Arabia, Kuwait, Qatar and the Sultanate of Oman

Adverse Weather means any severe weather condition which delays the scheduled arrival or departure of a **Common Carrier**.

Beneficiary means the person to whom the benefit for item shall be payable to in the event of a claim under this policy

Trip means a **Journey**, caused by necessities and where the place of card holder home country is left transitionally.

Trip commences at the time the **insured person** leaves the **insured person's** normal place of residence or work, whichever is the place of departure for the **journey**, and ends at the time the **insured person** returns to the **insured person's** normal place of residence or work, whichever occurs first. The **Policy** requires the **Policyholder** to declare any unforeseen extensions or curtailment of **Trips**.

Dependant Child / Eligible Children means the **insured person's** unmarried children between Ages six (6) months and eighteen (18) living with the **insured person**, or under twenty-four (24) years of age and are full-time students at an accredited institution of higher learning and primarily dependant upon the **insured person** for maintenance and support. This includes step and legally adopted children

Card Holder means all eligible Citi Bank emirates gold and titanium credit card holders

Common Carrier means an aircraft, vehicle, train, vessel or other public or private transportation that is legally licensed to carry passengers in accordance with all locally applicable laws and regulations and in which the **Insured Person** is traveling only as a fare-paying passenger

The **Company (Insurer)** means **Oman Insurance Company (P.S.C.)**.

Country of Residence means the country:

- of which the Covered Person is a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- in which the Covered Person is residing on an overseas expatriate assignment

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder

Mechanical breakdown means any sudden, unforeseen breakdown in the **Common Carrier's** equipment that caused a delay or interruption of normal service.

Deductible or Excess means a sum of money You or the **Insured person** may be required to contribute to the amount of any claim as stated in the **Policy Schedule**

Geographical Area means territories which the **Insured Person** visit and which are covered under the terms and conditions of the **Policy**.

Hazardous Activities means sky diving, parachuting, hand gliding, bungee jumping, scuba diving, mountain climbing or the like.

Hospital means a lawful establishment (other than a convalescent nursing or rest home or convalescent nursing self care or rest sections unit of a hospital) which has accommodation for resident patients with organized facilities for diagnosis and major surgery and which provides a 24 hour a day nursing by registered nurses

Individual Insured Period means the time period corresponding to a **Journey** which an **Insured Person** takes and is declared by the **Policyholder** to the **Company**. The **Individual Insured Period** must begin during the **Policy Period** and terminate on the earliest of (a) the **Policy Expiry Date**, (b) the **Journey** return date, (c) the date of arrival in the **Country of Residence**.

Industrial Action means any measure taken by trade unions or other organised labour meant to reduce productivity in a workplace.

Injury means a bodily injury that is caused solely and directly by external and visible means as a result of an **accident** and which does not result from a **sickness or a disease**

Insured Event or Event means an incident which is covered by this policy

Insured Person(s) whether in the singular or the plural, masculine or feminine means the person(s) who come within the description of **Insured Person** stated in the Schedule, who are nominated by **you** from time to time during the Policy Period and for whom **premium** has been paid.

Insured Journey means any trip which:

- commences during the **period of insurance**;
- is undertaken on **your** behalf for a business/leisure purpose;
- is authorised and paid by **you**;
- begins and ends in the **Insured Person's country of residence**; and does not exceed Ninety (90) days.

Inpatient means an **Insured Person** who is confined to a **Hospital** and for whom a room and board charge is made.

Insured Policy Effective Date means the date, not before the **Policy Effective Date**, a card holder becomes an **Insured Person**.

Insured Policy Expiry Date means the date, not after the **Policy Expiry Date**, an **Insured Person** is no longer a **Card holder**.

Medically Necessary - means medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, prevision, or order

Medical Treatment means a **Physician's** medical advice, treatment, consultations and prescribed or repeat maintenance medication.

Necessary and Customary Charges means a charge which:

- (a) Is charged for treatment, supplies or medical services Medically Necessary to treat the Insured Person's condition;
- (b) Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and Does not include charges that would not have been made if no coverage existed

Natural Disaster means any naturally occurring incident or threat thereof including but not limited to earthquake, flood, fire or epidemic, pandemic, famine, volcanic eruption or windstorm

Period of Confinement means a **Hospital** confinement due to the same **Injury** or **Sickness** unless separated by at least ninety (90) days.

Personal Effects means spectacles, dentures, purses, wallets, cosmetics, mobile phone and other personal effects normally worn or carried on the person.

Physician means a suitably qualified legally licensed medical practitioner acting within the scope of his license. The attending Physician may not be the insured.

Policy means this document, schedule and any endorsements, Certificate of Insurance attached or issued with it.

Policy Effective Date means the date at which the Policy incepts as defined in the Policy Schedule or the Certificate of Insurance

Policy Expiry Date means the date after which the **Policy** is no longer valid as defined in the **Policy Schedule**.

Policyholder means **You** as the organisation stated in the Schedule

Policy Period means the time from the **Policy Effective Date** to the **Policy Expiry Date** as defined in the **Policy Schedule**.

Policy Schedule means the document which gives details such as, but not limited to, Policyholder name, benefits selected, **Premiums**, coverage limits, enclosed covers, extensions, exclusions and conditions.

Pre-existing Medical Condition means a condition for which medical care, treatment, or advice was recommended by or received from a **Physician** within a two (2) year period preceding the **Insured Policy Effective Date**, or a condition for which hospitalization or surgery was required within a five (5) year period preceding the **Insured Policy Effective Date**.

Premium means the periodic payments including but not limited to any adjustment or minimum and deposit made by the **Policyholder** for insurance protection which is based on the sum of all **Trip** durations and the "Rate" as defined in the **Policy Schedule**.

Principal Sum Insured (for Accidental Death) means the **Sum Insured** to be paid by **the Company** to the beneficiary in the event of the **Insured Person's Accidental Death**.

Professional Sport means any sport for which an **Insured Person** receives any fee or monetary reward as a result of their participation

Public Transportation means any passenger land, water or air conveyance. Transportation includes, but is not limited to buses, taxis, trains, subways and airplanes.

Private Transportation means any recognized transportation used by the Insured

Riot means a violent disturbance by three (3) or more persons assembled together and acting with common intent to cause disturbance to the public peace

Relative means the **insured person's first degree relative**, provided such person(s) reside(s) in the **insured person's country of residence**.

Spouse means the **Insured Person's** legally married husband or wife between the ages of 18 years and 69 years.

Sum Insured means the maximum amount afforded to each benefit according to the **Table of Benefits**.

Table of Benefits means the benefits included and as defined in the Policy Schedule.

Strike means any labour disagreement which interferes with the normal departure and arrival of a **Common or Private Carrier**.

Terrorism means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system against any individual, property or government, or with the stated or unstated objective of pursuing economic, ethnic nationalistic, political, racial or religious interests, whether such interests are declared or not.

Terrorism shall also include any act involving the use of release or the threat thereof of any nuclear weapon or device or chemical or biological agent and also any other act which is verified or recognized by the (relevant) Government as an act of terrorism.

UAE means **United Arab Emirates**

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, racial, religious or other ends.

We/Our/Us means **Oman Insurance Company (P.S.C)** who is the insurer/issuer of the Policy.

3 BENEFITS

The coverage stated hereunder are valid only in respect of the Benefits specifically indicated in the Schedule of Benefits by the insertion of the amount of indemnity, its limitation and of the appropriate premium

3.1 ACCIDENTAL DEATH

If a covered Injury results in death of an **Insured Person** within one hundred eighty (180) days after the date of the accident, the Company will pay the percentage Principal Sum Insured applicable to such Insured

Person in accordance with the classification of Insured Persons and Schedule of Benefits.

If more than one loss results from any one accident, only one amount, the largest, will be paid.

DEATH	...	100% of Principle Sum Insured
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Disappearance

We will pay the benefit for loss of life if the body of an Insured Person cannot be located within One Year (1) after the forced landing, stranding, sinking or wrecking of a conveyance in which such person was a passenger or, or as result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

3.1.1 SPECIFIC EXCLUSIONS

In addition to the general exclusions listed in this policy, this coverage section Accidental Death shall not cover:

1. loss caused directly or indirectly, wholly or partly by:
 - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of injury;

3.2 BAGGAGE DELAY

We will reimburse You for the expense of necessary personal effects, up to the maximum stated in the Policy Schedule, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than the Deductible shown on the Policy Schedule, from the time You arrive at the destination stated on Your ticket.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection.

3.2.1 SPECIFIC DEFINITION:

Checked Baggage - means a piece of baggage which was checked in and in the custody of a Common Carrier and for which a claim check has been issued to You by a Common Carrier.

3.2.2 SPECIFIC LIMITATION:

If upon further investigation it is later determined that Your baggage checked with the Common Carrier has been lost, any amount claimed and paid to You under the Baggage Delay Policy Section will be deducted from any payment due to You under the Common Carrier Baggage Loss or Baggage/Personal Effects Policy Sections as applicable.

3.2.3 SPECIFIC EXCLUSION:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover any Baggage Delay expenses incurred at Your final home destination or Your Country of Residence

3.3 LOSS OR DAMMAGE OF LUGGAGE/PERSONAL EFFECTS

The Company will pay the Insured Person, subject to the maximum shown in the Schedule, for the replacement cost of loss or damage to luggage and personal effects within the luggage during the period between the date of departure and the date of return of an Insured Journey. The Luggage and Personal Effects must be owned by and accompany an Insured Person during the course of an Insured Journey.

3.3.1 SPECIFIC LIMITATIONS

(a) The amount payable in respect of any one article shall not exceed the amount shown on the

Schedule;

- (b) We may make payment or at its option replace or repair subject to due allowance of wear and tear and depreciation in respect of articles more than one (1) year old;
- (c) Loss or damage must occur **(i)** while the **Luggage** or **Personal Effect** is / are in the care, custody and control of a hotel or **Common Carrier** and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to **Us**, or **(ii)** as the result of theft of the **Luggage** or personal effects from **an Insured Person** provided that such loss must be reported to the police having jurisdiction at the place of the loss no more than twenty four (24) hours from the incident. Any claim must be accompanied by written documentation from such police;
- (d) an **Insured Person** must take every possible step to ensure that the luggage or personal effects are not left unattended.
- (e) Benefits for **Luggage** and **Personal Effects** will be in **Excess** of any **Sum Insured** paid or payable by a **Common Carrier** or other third party responsible for the **Loss**

3.3.2 SPECIFIC EXTENSION

If an Insured Persons checked **Luggage/Personal Effects** with a **Common Carrier** and delivery is delayed, coverage for **Luggage / Personal Effects** will be extended until the **Common Carrier** delivers the property.

3.3.3 SPECIFIC LIMITATION

Benefits for **Luggage** and **Personal Effects** will be in excess of any amount paid or payable by a **Common Carrier** or other third party responsible for the loss. An **Insured Person** reimbursement will be reduced by the deductible stated in the **Policy Schedule**.

3.3.4 SPECIFIC EXCLUSIONS

- (a). The following classes of property are excluded from coverage: animals, motor vehicles (including accessories), motorcycles, boats, motors, any conveyance, snow skis, household effects, antiques, computers (including software and accessories), contact or corneal lenses, artificial teeth or limbs, money, securities, tickets or documents;
- (b). Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process initiated by an Insured Person to repair, clean or alter any property;
- (c). Loss of or damage to hired or leased equipment
- (d). Loss of or damage to property insured under any other insurance policy, or otherwise reimbursed by **Common Carrier** or a hotel;
- (e). Loss of an Insured Person Luggage left unattended in any vehicle or public place or as a result of an **Insured Person** failure to take due care and precautions for the safeguard and security of such property;
- (f). Loss of an Insured Person Luggage sent under any freight agreement, or items sent by postal or courier services;
- (g). Loss of business goods or samples;
- (h). Loss of data recorded on tapes, cards, discs or otherwise.
- (i). Damage sustained due to any process to repair, clean or alter any property
- (j). Mysterious disappearance;
- (K). Breakage of brittle or fragile articles, cameras, musical instruments, radios and similar property

3.4 MISSED FLIGHT CONNECTION

If **You** missed Your connection due to an **Insured Event**, We will reimburse reasonable additional

accommodation (room only) and travel Expenses necessarily incurred, during the **Insured Journey** to reach the destination or return to **Country of Residence**, subject to the maximum shown in the **Policy Schedule**,

3.4.1 INSURED EVENT:

We will reimburse the amount mentioned in the **Policy Schedule** as a consequences of :

- (a) Scheduled Public Transport Services failing to get You to Your destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown or
- (b) The Private Motor vehicle in which you are travelling suffering from an accident or mechanical breakdown which causes the **Insured Person** to arrive at the international rail terminal, port or airport too late to board the international train, sea vessel or aircraft upon which the **Insured Person** has been booked to travel on the initial outward or initial return leg of the **Journey**.

Note: - You may claim only Delayed departure or – Missed departure / missed connection, not both

3.4.2 SPECIFIC CONDITION RELATING TO CLAIMS

In the event of claim arising from any delay, you must obtain written confirmation from the carriers (or their handling agents) or emergency breakdown services of the location, reason for and duration of the delay. You must allow sufficient time for the Public Transport or other transport to arrive on a schedule and to deliver You to the departure time.

3.4.3 SPECIFIC EXCLUSIONS:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover

- (a) Expenses that you would have incurred during the normal course of your trip.
- (b) Circumstances already known at the time of taking out this insurance or booking the trip.
- (c) Your failure to allow sufficient time to get to the departure point.
- (d) Claims not supported by a written report from the appropriate authorities.

3.5 GLOBAL EMERGENCY ASSISTANCE SERVICES

Oman Global Assist will offer the following emergency assistance services, to eligible **Insured's subject to terms and conditions as stipulated in the travel insurance Policy**:

1. **Medical evacuation:** When an adequate medical facility is not available proximate to where the **Insured** is located, as determined by **Assistance Provider** physician and the consulting physician, **Assistance Provider** will arrange an emergency evacuation, with medical supervision, by an appropriate means to the nearest medical facility capable of providing the required care.
2. **Medical Repatriation:** When medically necessary, as determined by **Assistance Provider** physician and the consulting physician, repatriation under medical supervision to the **Insured's** legal residence at such time as the **Insured** is medically cleared for travel via commercial carrier, provided the repatriation can be accomplished without compromising the **Insured's** condition. If the time period to receive medical clearance to travel by common carrier exceeds fourteen days from the date of discharge from the hospital, an appropriate mode of transportation may be arranged, such as an air ambulance. Medical or non-medical escorts may be provided as necessary. Whenever a **Insured's** original means of returning home cannot be exercised due to the medical incident, **Assistance Provider** will repatriate the **Insured**.
3. **Critical Care Monitoring:** Monitoring of Eligible **Insured's** condition by medical personnel who will (i) stay in regular communication with the attending physician and/or hospital and (ii) relay necessary and legally permissible information to family members.

4. Transportation to Join Patient: Provide a designated family member or personal friend with an economy, round-trip, common carrier transportation to the major airport closest to the place of hospitalization, provided the **Insured** is travelling alone and is projected to be hospitalized for more than seven consecutive days. At a **Insured's** request, **Assistance Provider** will provide assistance with arrangements for the family member or the friend's accommodations.
5. Prescription transfer or replacement: **Assistance Provider** will aid in transferring and/or replacing a prescription when possible and legally permissible, upon authorization of the **Insured's** attending physician. **Insured** is responsible for the cost of the prescription.
6. Care and/or Transportation of Minor Children: When a minor child(ren) is left unattended as the result of a **Insured's** medical situation, **Assistance Provider** will provide the child with transportation to home or to the home of a person designated by the **Insured** living in the same country as the **Insured** and child. If appropriate, an attendant will escort the child.
7. Emergency Message Transmission: **Assistance Provider** will receive and transmit emergency messages to/from home.
8. Return of Mortal Remains: In the event of a **Insured's** death, **Assistance Provider** will arrange and pay for the return of mortal remains. **Assistance Provider** will render any assistance necessary in the transport including locating a local, licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, obtaining all legal clearances, procuring consular services (for death overseas), providing death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains, including retrieval from site of death and delivery to receiving funeral home.
9. Direct Billing in case of Hospitalization: When deemed medically appropriate, **Assistance Provider** will arrange for direct billing with medical service provider up to amount allowed in the **Policy** for the payment of medical expenses.

3.5.1 SPECIFIC EXCLUSIONS FROM EMERGENCY ASSISTANCE SERVICES

1. **Assistance Provider** will not provide any of the above services, described in **Section 3.25**, to an Eligible Insured:
 - a. If the **Eligible Insured** undertook travel for the purpose of securing medical treatment.
 - b. If injuries are sustained as a result of participation in acts of war or insurrections or any similar act.
 - c. If injuries are incurred while participating in criminal activity or as result of the unlawful consumption of drugs.
 - d. If injuries are sustained as a result or attempted suicide.
 - e. If the **Eligible Insured** is transferred, or to be transferred, from one medical facility to another of similar capabilities and providing similar level of care.
 - f. Unless the **Insured** is suffering from a critical / life threatening medical condition.
2. **Assistance Provider** will not evacuate or repatriate an **Eligible Insured**, if the **Eligible Insured** has:
 - a. no medical authorization;
 - b. mild lesions, simple injuries such as sprains, simple fractures, or mild sicknesses which can be treated by local doctors and do not prevent the **Eligible Insured** from continuing the **Journey** and/or returning home;
 - c. an advanced pregnancy beyond six months in term;
 - d. a mental or nervous disorder, unless hospitalized.

4. GENERAL EXCLUSIONS

The Policy will not cover any Loss, damage or legal liability arising directly or indirectly from:

- (1) any Pre-existing Condition, any complication arising from it or
- (2) suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune-deficiency Virus (HIV) infection; or
- (3) serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by the Policyholder, shall return the pro rata premium for any such Insured Period of service under the circumstances described in a Hazard; or
- (4) being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
- (5) participation in an actual or attempted felony, riot, crime, misdemeanour, (excluding traffic violations) or civil commotion; or
- (6) any Loss sustained while flying in any aircraft or device for aerial navigation except as a passenger; exclusions include, but are not limited to, pilot, operator, crew members or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft;
- (7) War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
- (8) any loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured. ;or
- (9) the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
- (10) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- (11) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
- (12) self exposure to needless peril (except in an attempt to save human life);
- (13) congenital anomalies or any complications or conditions arising there from; or
- (14) participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which you are trained or untrained; or.
- (15) any Loss sustained while the Insured Person is participating in any Professional Sports or school sports
- (16) any loss resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
- (17) for any loss of which a contributing cause was Your actual or attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or Your resistance to arrest; or
- (18) services, supplies, or treatment, including any period of Hospital confinement, which were not recommended, approved, and certified as Medically Necessary by a Physician; or

- (19) routine physicals or other examinations where there are no objective indications of impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a Physician; or
- (20) elective, cosmetic, or plastic surgery, except as a result of an Injury caused by a covered Accident while Our Policy is in force; or
- (21) dental care, except as a result of Injury caused by Accident to Sound Natural Teeth while this Policy is in effect; or
- (22) expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails; or
- (23) the diagnosis and treatment of acne; or
- (24) deviated septum, including sub mucous resection and/or other surgical correction thereof; or
- (25) organ transplants that are considered experimental in nature; or
- (26) well child care including exams and immunizations; or
- (27) expenses which are not exclusively medical in nature; or
- (28) eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or no Sickness cover has caused impairment of vision or hearing; or
- (29) treatment provided in a government Hospital or services for which no charge is normally made; or mental, nervous, or emotional disorders or rest cures; or
- (30) pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; or
- (31) medical expenses covered under any workers' compensation or similar policy; or
- (32) medical expenses incurred as the result of alcohol and/or drug abuse, addiction or overdose; or Therapeutic services unless conclusive scientific evidence proves, that it improves health
- (33) A fractured bone, if Osteoporosis or Pathological Fracture was diagnosed prior to the Policy Effective Date
- (34) Bacterial infections except pyogenic infections which are caused by an accidental wound
- (35) This policy will not cover any loss, injury, damage or legal liability sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons
- (36) Travel in, to, or through to any country not included in the Policy
- (37) Failure to obtain the required visa;
- (38) Any costs incurred due to fluctuation in exchange rates;

5. GENERAL PROVISIONS

1. Entire Contract

This policy, together with the Schedule and Proposal, as well as any forms, riders and endorsements hereto, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by **Our** authorized officer and such approval is endorsed hereon. No agent has authority to change this policy or to waive any of the provisions of this policy.

2. Consideration

This **Policy** is issued in consideration of the premium being paid in advance. No receipt for premium shall be valid except on Our official form. All premiums and applicable taxes are payable by the Policyholder 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 premium falling due after the first premium, subject to the terms of the Uniform Provision entitled Grace Period. The premium for this policy is based on the number of Insured Persons and/or the volume of benefits in each classification as specified in the Policy Schedule..

3. Grace Period:

Grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which time the policy shall be continued in force, unless the policy has been cancelled in accordance

with "Cancellation". The Policyholder shall be liable to the Company for the payment of the premium for the period the policy continues in force. If loss occurs within the Grace Period, any premium then due and unpaid will be deducted in settlement

4. Policy Period

This policy takes effect on the Policy Effective Date stated on the **Policy Schedule** page. After taking effect this policy continues in effect until the Date of Expiry and may continue in effect thereafter subject to the "Grace Period" and "Renewal Conditions" set forth herein. All periods of insurance shall begin and end at 12.01 p.m. at the address of the Policyholder

5. Renewal Conditions

This policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this policy shall terminate at the expiration of the period for which premium has been paid.

6. Associated Companies and Change in Risk

If this policy covers associated companies; You must provide a list of these companies. If Your associated companies or Your business activities change from those You have told Us about and summarized in the Proposal Form and business description in the Schedule You must tell Us immediately. We must confirm in writing that We accept the changes.

7. Transferring the Policy

We will not accept or be affected by notice of any trust or transfer or other dealing with, or relating to, this policy but Your receipt on behalf of Yourself or any Insured Person shall in all cases be an effective discharge to Us.

8. Cancellation

We may cancel this policy at any time by giving 15 days written notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto.

If You cancel the policy, the earned premium shall be computed in accordance with Our short rate table for the period the policy has been in force, provided no claim has occurred up to the date of cancellation, in which case the whole premium shall be fully earned and no return of premium will be made.

9. Claims Notification

It is a condition precedent to our liability hereunder that written notice of claim must be given to **Us** immediately after the occurrence or commencement of any loss that may be covered by the policy and in any event within [30] days thereafter. In case of death, written notice also for the death must, unless reasonable cause is shown, be given before interment cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight of amputation.

Notice of Claim : Written notice of claim must be given no later than thirty(30) days from the date of the incident. Failure to give notice within (30) days from the date of the incident may result in denial of the claim.

To lodge a claim, please write to: nmcoic@tameen.ae

Notice should also be forwarded to:

OMAN INSURANCE COMPANY – HEAD OFFICE (MAKTOUM OFFICE DUBAI)

GENERAL INSURANCE CLAIMS DEPARTMENT

Al Maktoum Building, Building No. 24, Al Maktoum Street, Deira

P.O.Box No. 5209, DUBAI UAE

UAE Toll Free Number 800 4746

Tel : +971 4 2337 463 / 464

Fax : +971 4 2337 765

Please contact Our Emergency Global Assistance on +971 4 270 8777 (available 24 hrs a day 365 days)

10. Claim Forms

We, upon receipt of a notice of claim, will furnish You such forms, as We usually require for filing proofs of loss.

11. Filing Claim Forms:

Completed claim forms and written proof of Loss must be furnished to the Company within sixty (60) days after the date of such Loss. Failure to furnish such proof within sixty (60) days shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, in no event will any claim be honoured if proof of Loss is not received within one (1) year from the date of Loss.

12. Medical Examination

We, at Our own expense, shall have the right and opportunity to examine the **Insured Person(s)** when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make a post mortem examination in case of death where it is not forbidden by law. It is further explicitly stated that the Insured Person undergoing such medical examination is a condition precedent to Our assuming liability under the policy.

13. Time of Payment

Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid with a reasonable time upon receipt of due written evidence of such loss. Subject to due written evidence of loss all accrued benefits for loss for which this policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

14. Payment of Claims

If We pay a claim under this policy and You accept the payment, We will not have to make any further payments for the same claim. All payments made by us in good faith will discharge us to the extent of such payment. Any payment for Accidental Death becoming due hereunder shall be payable to the Beneficiary of record, who shall be the legal Beneficiary designated in writing and on file with the Company, unless such Beneficiary records shall be maintained by the Policyholder. If no such designation is then effective such indemnity shall be payable to the Policyholder. Any other accrued indemnities, may, at the option of **the Company**, be paid either to **the Insured Person** or to the **Policyholder**. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment

15. Interest on the Benefit We Pay

We will not pay interest on any benefit We pay.

16. Legal Actions

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy.

If We disclaim liability to You or any **Insured Person** for any claim, and if You do not notify Us within one [1] year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover

this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy.

17. Compliance with Policy Provisions

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

18. Fraudulent and/or Dishonest and/or Deceitful Claim(s)

We shall not be liable to make any payment under this policy in respect of any claim(s) if such claim(s) is in any manner fraudulent, dishonest or deceitful or supported by any fraudulent, dishonest or deceitful means or device(s) whether by You or any other person acting on Your behalf or with Your authority.

19. Conditions Precedent to Liability

For the avoidance of doubt, your compliance with the terms and conditions of this Policy in so far as these relate to anything to be done by You or on Your behalf is a condition precedent to Our liability hereunder.

20. Effective Date and Termination Dates of Individual Insurance

The persons eligible for inclusion as **Insured Persons** hereunder shall be all persons designated in the proposal/Enrolment form. Commencing on the date any such eligible person comes within any classification established therein, such person shall automatically become an **Insured Person** with respect to such insurance as is afforded by the policy as applicable to such person's class.

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

- (1) The date the master policy is terminated;
- (2) The date the Insurance Certificate of any Insured is terminated;
- (3) The date the Insured person is no longer eligible within the classification of **Insured Persons**;
- (4) The premium due date if the required premium is not paid.
- (5) The date the **Insured** attains seventy (70) years of age

However, that such termination shall be without prejudice to any claim originating prior thereto.

21. Data Furnished by You:

If requested by Us, You shall furnish Us with the names of all the initially insured, of all new persons who become insured and of all Insured Persons whose insurance is cancelled, together with the data necessary for the calculation of premium.

22. Governing Laws & Jurisdiction

This policy shall be governed by the laws of the **United Arab Emirates**. A dispute between the Insurer and the Policyholder regarding any aspect of this **Policy will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates**.

23. Other Insurance

If at the time of a claim there is another insurance policy or other contract in Your name which covers the Insured Person for the same expense or loss, We will only pay Our share of the claim. This does not apply to, Accidental Death, Dismemberment, Permanent Total Disability which We will pay in full, subject to other provisions of this policy.

24. Other Interest

The Insured Person or the Insured Person's personal representatives cannot claim from or sue Us. If more than one person or company has an interest in the Insured Person, We will pay a benefit only once.

25. Designation or Change of Beneficiary; Assignment:

شركة عُمان للتأمين (ش.م.ع.) رأس المال المدفوع ٤٦١,٨٧٢,١٢٥ درهم إماراتي، رقم س.ت. ٤١٩٥٢، رقم القيد ٩ لدى هيئة التأمين بتاريخ ١٩٨٤/١٢/٢٤
المركز الرئيسي: ص.ب ٥٢٠٩، دبي، الإمارات العربية المتحدة. هاتف: ٢٣٣ ٧٧٧٧ ٤ ٩٧١، فاكس: ٢٣٣ ٧٧٧٥ ٤ ٩٧١، www.tameen.ae
Oman Insurance Company (P.S.C.), Paid up Capital 461,872,125, C.R. No. 41952, Insurance Authority No. 9 dated 24/12/1984
Head Office: P.O. Box 5209, Dubai, United Arab Emirates. Tel.: +971 4 233 7777, Fax: +971 4 233 7775, www.tameen.ae

The right of designation or change of Beneficiary is reserved to the Insured Person. No designation or change of Beneficiary under the policy shall be binding upon the custodian of Beneficiary records. No assignment of interest shall be binding upon the Company until the original of a copy thereof is received by the Company. The Company assumes no responsibility for the validity of such designation or change of Beneficiary or assignment. Consent of Beneficiary, if any, shall not be requisite to change of Beneficiary or to any other changes in this policy.

26. Reasonable Care and Assistance

You and each Insured Person must take all reasonable steps to avoid or reduce, as far as possible, any loss or damage. You and they must also make every effort to get back any property which has been lost.

In addition, You must assist and You must ensure that the Insured Person assists Us in any manner We may reasonably require in relation to the investigation or settlement of a claim or the preservation or enforcement of any rights of subrogation to which we may be entitled.

27. Change in Premium Rates at Policy Anniversary Date:

Each year, as of the anniversary of the Date of Issue of the policy, the Company may change the premium rates for this policy, by advance written notice delivered to the Policyholder or mailed to his last address as shown on the records of the Company, no later than 31 days prior to such anniversary of the Date of Issue of the policy.

28. Sanction:

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Insurer, its parent company or its ultimate controlling entity from providing the insurance coverage transacting business or otherwise offering economic benefits to the insured or any other beneficiary under the policy. All other terms, conditions and exceptions remain unchanged.

29. Not in Lieu of Worker's Compensation:

This policy is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.