

**RAK Protect
Policy Terms and Conditions**

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 period of Insurance at an identifiable time and place including exposure resulting from a mishap to a conveyance in which the Insured Person(s) is traveling.

Beneficiary means the individual nominated by the Insured Person and to whom the Company will pay the benefits under the policy as may be applicable

Bodily Injury means identifiable physical injury which is caused by an Accident and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury.

Certificate of Insurance means the schedule of benefits duly signed by the Company which includes the Certificate number, the name of the Policy Holder the benefits, limits as well as the Effective Date and premium.

Company means Oman Insurance Company.

Deductible means the amount of expenses to be paid or supported by the Policy Holder, in excess of which the benefit becomes payable.

Effective Date means the date the Policy Holder is enrolled for the Plan by the Company as mentioned in the Certificate of Insurance.

He/She – where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

Hospital means an establishment which shall meet all of the following requirements: (a) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (b) operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (c) provides a 24-hour a day nursing service by registered or graduate nurses; (d) has a staff of one or more physicians available at all times; (e) provides organized facilities for diagnosis and major surgical procedures; (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and, other than incidentally, a place for alcoholics or drug addicts; (g) maintains X-ray equipment and operating room facilities.

Illness means a disease or sickness first occurring during the period of insurance

Medical Expenses means expenses necessarily incurred by the Insured Person for inpatient treatment in a hospital within the Territorial Limits.

Period of Insurance means the period for which premium is fully paid by the Policy Holder.

Permanent Total Disablement means either of the below as a result of the injury arising out of a cause not specifically excluded under this Policy

- Permanent Loss of sight of both eyes.
- Physical severance/amputation of two limbs
- Complete and Permanent Paralysis
- When the Insured Person is permanently disabled from performing any occupation or employment for which he will be reasonably fitted by qualification, experience, training or occupation for compensation or profit

Provided that the Company is satisfied that the Insured Person will be so rendered indefinitely.

Premium means the amount payable by the Policy Holder to the Company, in consideration of the Insurance cover provided by the latter.

Policy means the plan selected by the Insured Person and in which he has been successfully insured under, along with any other mentioned in the certificate of insurance.

Policy Holder / Insured Person means enrolled customer who has taken the policy and who pays the Premium.

RAKBANK means The National Bank of Ras Al Khaimah (P.S.C), United Arab Emirates.

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.

Sum Insured means the amount payable, subject to the terms and conditions, by the Company to the Policy Holder or his Beneficiary as stated in the Certificate of Insurance

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.

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.

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

Passive War means a situation where the Insured Person is not actively involved in war, whether declared or not, or any warlike operations, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

SCOPE OF COVER

SECTION – I – DEATH DUE TO AN ACCIDENT

In the event of a Bodily Injury which results in death of an Insured Person within 365 days after the date of the Accident, the Company shall pay the Beneficiary the sum as stated in the certificate of insurance or any endorsement in accordance with the terms and conditions, less any other amount paid or payable under Section II or III.

SECTION – II – PERMANENT TOTAL DISABILITY (PTD)

In the event of a Bodily Injury which results in the permanent and total disability of the Insured Person within 180 days of the date of Accident, the Company shall pay to the Policy Holder the sum as stated in the certificate of insurance or any endorsement in accordance with the terms and conditions of this Policy, less any amount paid or payable under Section III.

SECTION – III – PERMANENT PARTIAL DISABILITY (PPD)

In the event of a Bodily Injury, which results in permanent partial disability of the Insured Person within 180 days of the date of Accident, the Company shall pay to the Policy Holder a percentage of the sum as stated in the certificate of insurance or any endorsement in accordance with the Scale of Disabilities (percentage) mentioned hereunder (subject to a deductible of 10% of the payable amount):

Scale of Disability benefits (percentage):

| <i>Nature of disability</i> | RIGHT | LEFT |
|--|-------|------|
| For total: | | |
| • loss of an upper member | 70% | 60% |
| • loss of the hand or forearm | 60% | 50% |
| • loss of a lower member above knee | 60% | 60% |
| • loss of a lower member at the level of the knee or below | 50% | 50% |
| • loss of a foot | 40% | 40% |
| • loss of the thumb | 18% | 16% |
| • loss of the index finger | 14% | 12% |
| • loss of the pinky | 12% | 10% |
| • loss of the middle finger | 8% | 6% |
| • loss of the ring finger | 8% | 6% |
| • loss of the big toe | | 5% |
| • loss of any other toe | | 3% |
| • deafness of one ear | | 10% |
| • deafness, both ears | | 40% |
| • loss of visual acuity of one eye | | 25% |
| • loss of visual acuity, both eyes | | 100% |
| • loss of speech | | 100% |

For ankylosis of the fingers (other than the thumb) and of the toes (other than the big toe) 50% only of the compensation, which would be due for the loss of the said members, shall apply.

The total compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum stated in the Certificate of Insurance.

If the Insured Person is left-handed, the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Percentage of benefits in respect of any other permanent partial disability will be assessed by the medical advisers of the Company.

SECTION – IV – ACCIDENTAL MEDICAL EXPENSES

In the event of a Bodily Injury, which results in hospitalization of the Insured Person within 30 days of the date of Accident, the Company shall reimburse the medical expenses necessarily incurred towards the cost of medical treatment up to a maximum sum as stated in the certificate of insurance or any endorsement in accordance with the terms and conditions. A deductible of AED 100 (AED One Hundred) shall apply for each and every claim under this section.

SECTION V – REPATRIATION EXPENSES

In the event of death of the Insured Person due an accident covered under the policy the Company will reimburse the expenses incurred to transport mortal remains to his home country subject to a maximum sum as stated in the certificate of insurance or any endorsement.

CONDITIONS

1. CONTRACT

This Policy, and any endorsements, if any, and the Certificate of Insurance shall constitute the entire contract between the parties. All statements made by the Insured Person 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 Certificate of Insurance.

No Agent but only a duly authorised Officer of the Company has the power on behalf of the Company to extend the time for the payment of premium or in any way to modify this Contract.

All benefits under this Policy are payable at the Head Office of the Company situated at Dubai, UAE.

2. CLAIM INTIMATION

Any claim under this Policy shall be intimated to the Company as soon as practicable but in any event within 30 days after the date of accident of the Insured Person.

3. FRAUDULENT CLAIMS

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person 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.

4. CANCELLATION

The Company may cancel the Policy at any time by written notice delivered to the Policy Holder or mailed to the last address as shown by the records of the Company stating when not less than fifteen (15) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim originating prior thereto.

In the event the Premium has been paid in advance the Policy is cancelled by the Company, the unearned premium shall be refunded on a pro-rata basis for the balance of the months of cover due under the plan.

5. 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 Policy Holder. No assignment of interest shall be binding upon the Company until the Company thereof receives the original or 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.

6. 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.

7. JURISDICTION

This Agreement is governed by UAE Law & all claims and/or disputes shall be subject to the Jurisdiction of the Competent Courts of Dubai, United Arab Emirates

8. COMPLIANCE WITH POLICY PROVISIONS

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

9. BENEFICIARY

Only one Beneficiary can be nominated. Only Spouse or Children or Parents or direct brothers or sisters can be nominated as a Beneficiary and it is not mandatory that the Beneficiary should be a resident of UAE. In absence of nomination of Beneficiary by the Policy Holder, legal heirs as per Sharia Law, of Policy Holder would be the Beneficiary.

UNIFORM PROVISIONS

1. PREMIUMS

All premiums and applicable taxes are payable in advance by the Policy Holder 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 Provision entitled Grace Period.

2. REVIEW / FREE-LOOK PERIOD

The Policy Holder is entitled to a full refund of premium if coverage under the Policy is cancelled by the Policy Holder within sixty (60) days from the date the first premium is paid. The Company reserves the right to decline a second application following the cancellation of the first application under this plan, from the same Policy Holder.

3. GRACE PERIOD

A grace period of thirty (30) 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 Policy Holder 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 on settlement.

4. PREMIUM PAYMENT AND COVERAGE EFFECTIVE DATE

Coverage in respect of the Policy Holder shall commence from the Effective Date mentioned in the Certificate of Insurance. As advised by the Policy Holder the premium collected from Credit Card / Account / Cheque.

5. TERMINATION DATES OF CERTIFICATE OF INSURANCE

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

- (1) the date the Policy is terminated;
- (2) the date the Named Insured is no longer eligible within the definition of Policy Holder
- (3) the premium due date if the required premium is not paid within the Grace Period;
- (4) the date the benefits are paid to the extent of the Principal Sum in respect of any Named Insured;
- (5) the date the Policy Holder has attained the age of 70 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 premium in advance at the Company's rate in force at the time of renewal. Subject to provisions 7 and 8, the insurance in respect of the Insured Person will be automatically renewed each month in the case of Monthly Premium and each year in the case of Annual Premium, subject to payment of premiums unless cancelled by the Policy Holder / the Company.

7. REINSTATEMENT OF POLICY

When the Policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the Policy by the Company shall solely be at the Company's option and shall only cover loss resulting from injury sustained after the date of such reinstatement.

8. AGE

18 years to 70 years but not more than 65 at the time of enrollment.

If only the year of birth of an Insured Person is provided to the Company then the date of birth for this Policy shall be December 31st of such Policy Holder's year of birth unless it is mentioned & confirmed by passport or National ID.

9. CLAIMS PROCEDURE

a. Documents to support the claim in respect of various benefits, required by the Company, include but are not limited to the following:

i. Accidental Death

- Certificate of Insurance
- Death Certificate
- Police Report
- Post-mortem report if it is legally required
- Copy of Passport (with residence visa page for expatriates) or National Identity Certificate (UAE Nationals only)
- Any other document as may be required

ii. Permanent Total & Partial Disability

- Certificate of Insurance
- Disability Certificate from an authorized medical practitioner to assess disability
- Police Report (where legally required)
- Medical Report* with Detailed Diagnosis, Cause of Disability and Details of Treatment given (if any)
- Copy of Passport (with residence visa page for expatriates) or National Identity Certificate (UAE Nationals only)
- Any other document as may be required to establish Permanent Total & Partial Disability.

iii. Accident Medical Expenses

- Certificate of Insurance
- Police Report (where legally required)
- Medical Report*
- Discharge Summary with the final invoice.
- Copy of Passport (with residence visa page for expatriates) or National Identity Certificate (UAE Nationals only)
- Any other documents as may be required.

** from an Authorized Medical Practitioner.*

iv. Repatriation Expenses (in addition documents submitted for death claim)

- Proof of expenses as may be applicable
- Any other documents as may be required.

- 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 and documents in respect of medical expenses should be submitted within a maximum period of 90 days from the date of discharge from the hospital.
- d. Claim Payment: Indemnity, if any, for Accidental Death of the Policy Holder is payable to the Beneficiary. Any other document as may be required to establish Permanent Total & Partial Disability.
- e. In the event that either:
- (a) the Insured Person has not nominated a Beneficiary for the purposes of receiving the proceeds of this Policy; or
 - (b) the Beneficiary nominated by the Insured Person in this Policy predeceases the Insured Person;

The Company shall be entitled to pay all policy benefits to the legally appointed executor of the Insured Person's estate or to such other person authorised as a matter of law to deal with the Insured Person's estate for distribution to the Insured Person's heirs in accordance with the laws applicable to the Insured person's estate.

- f. The Company shall be entitled, in its sole discretion, to request such documentation as it deems necessary in order to determine whether an individual is a legally appointed executor or otherwise authorised as a matter of law to deal with the Insured Person's estate.
- g. Payment by The Company of the policy benefits to such executor or authorised person shall fully and finally discharge the Company's liability hereunder.
- h. The Company shall have no liability or obligation to any heir of the Insured Person under the Policy following the payment of the Policy benefit.

10. MEDICAL EXAMINATION

The Company, at its own expense, shall request the Insured Person to attend a medical examination when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law,

11. CHANGE IN PREMIUM RATES AT POLICY ANNIVERSARY DATE

The Company may, at any time, change the premium rates effective each anniversary of the Policy Effective Date (monthly in case of monthly payment premium policies, and annual in case of annual premium payment policies), by advance written

notice delivered to the Policy Holder or mailed to his last address as shown on the records of the Company, no later than thirty (30) days prior to such anniversary of the Policy Effective Date.

12. CONFORMITY WITH STATUTES

Any provision of the Policy which, on the Policy 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.

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. However restricted to UAE in respect of Accidental Hospitalization Expenses.

15. OTHER INSURANCE

In case the Policy Holder has an existing medical insurance then this scheme will pay 50% of the actual Accidental Hospitalisation expenses or 50% of the maximum sum stated in the certificate of insurance or any endorsement.

16. RESIDENCY STATUS

The customer should have valid UAE residence visa to avail the benefits under the policy. In case the customer loses the residency status during the term of the policy then the policy will still be valid until the termination of policy.

EXCLUSIONS

Exclusions applicable to this Policy:

No payment shall be made under this Policy on the Accident incurred by him, if such Accident occurs as a result of:

- i Motor cycling
 - a) as a driver or passenger on machines with more than 250 cc engine capacity; or
 - b) as a driver if the Insured Person does not have a valid motor cycle licence
- ii Mountaineering or rock climbing that uses ropes or guides, bungee jumping, scuba diving, pot holing or organised team sports.
- iii Big Game Hunting, BMX Stunt Riding, Boxing, Free Climb Mountaineering, Go Carting, Gymnastic, High Diving (other than from a purpose built diving board over a man-made swimming pool), Jousting, Martial Arts, Micro-lighting, Motor Rallies or Competitions, Outdoor Endurance, Outward Bound Courses, Safaris with guns, Show Jumping, Stunt Events, Underground Activities (other than as a part of an organised excursion or tour), Water Ski Jumping, White Water Rafting, Wrestling or any variations thereof.
- iv Competing in or practising for speed or time trials, sprints or racing of any kind.
- v Taking part in expeditions or being a crewmember on a vessel.
- vi Losses sustained or contracted in consequence of a named insured being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a physician.
- vii Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger, pilot and crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
- viii Any breach of criminal law by the life assured or an assault provoked by him;
- ix Consequent upon the following:
 - War other than Passive War. "Passive war" cover is excluded if an insured is travelling to a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or where there are war like operations.
 - Invasion
 - Act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs
 - Civil war
 - Riot
 - Rebellion
 - Insurrection
 - Revolution
 - Overthrow of the legally constituted government
 - Terrorist activity of any kind
 - Explosions of war weapons
 - Release of weapons of mass destruction that do not involve an explosive sequence
 - Murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not.
- x 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.
- xi Attempted suicide or self-inflicted injury whilst sane or insane within 1 year after the date on which the assurance of that life assured first commenced;