



Critical
illness



Terms and Conditions

Forward 
together


شركة عمان للتأمين
Oman Insurance Company

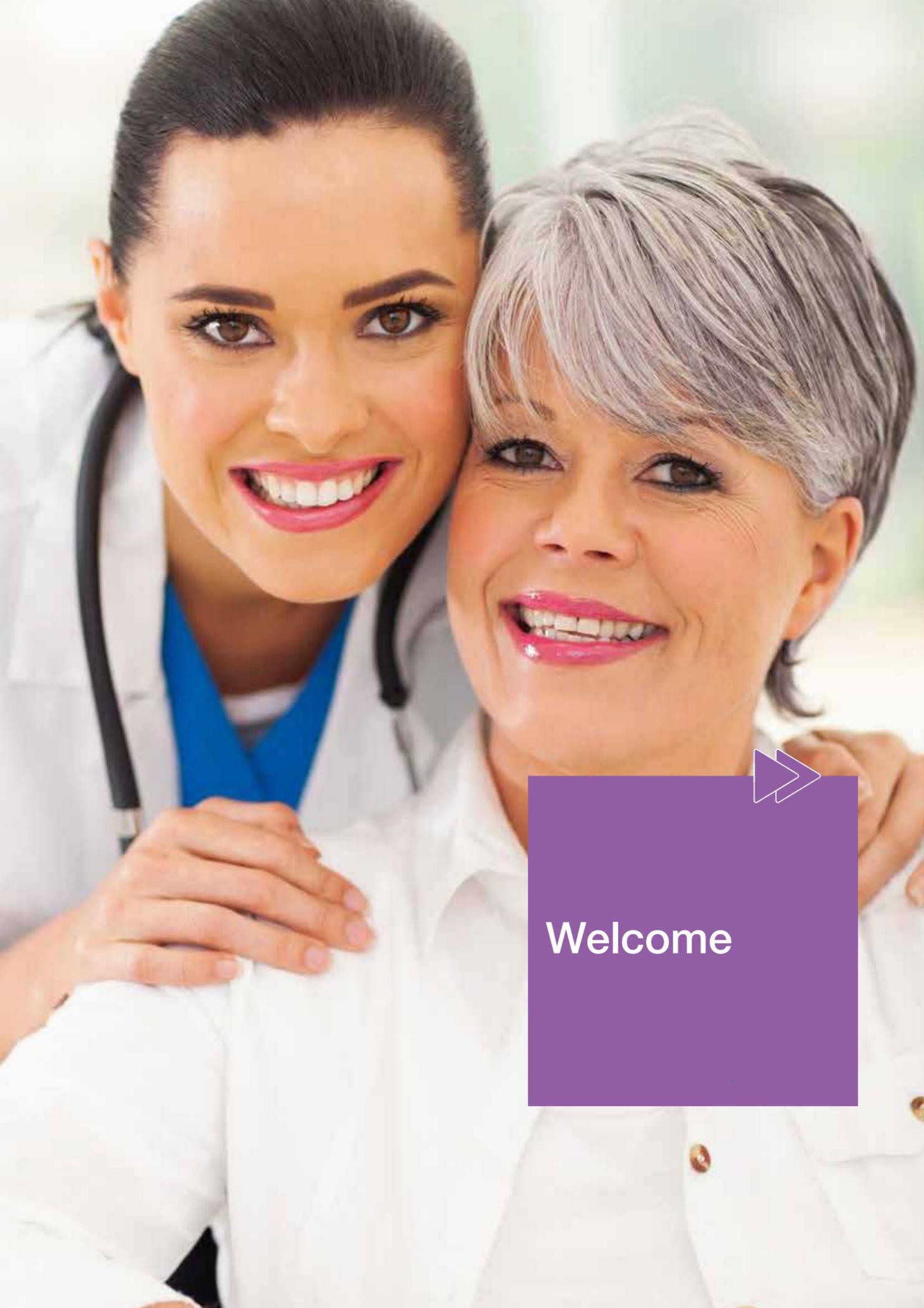


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Welcome

Introduction

Thank you for choosing Oman Insurance Company for your critical illness plan. You are now insured with the largest insurance company in the United Arab Emirates. You can be confident that we will be there whenever you need us.

Please take some time to read this booklet and accompanying Policy Schedule. These documents provide details of what this policy does and does not cover. If you would like to change anything or have any queries please contact your relationship manager.

Thank you and happy living!

Preamble

Whereas the Policy Owner, by a proposal which shall form an integral part of this insurance contract, has applied to the Company for the insurance coverage hereinafter contained, and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy witnesseth that in respect of the diagnosis of Critical Illness of the Life Assured occurring during the Policy Term within the Territorial Limits stated in the Policy Schedule, subject to the terms and conditions and exclusions contained herein or endorsed hereon (hereinafter collectively referred to as the "Terms of this Policy", the Company shall pay the Benefits as stated in this Policy.

Section 1 Definitions

For the purpose of this Policy, the following definitions shall have the meaning assigned to them, unless the context otherwise requires.

Age

The Life Assured's age on last birthday.

Annual Due Date

The date corresponding numerically with the Date of Commencement of this Policy in each year subsequent to the year of commencement of this Policy.

Beneficiary

The person(s) as stated in the proposal form and notified from time to time by the Life Assured, to the Company in writing, to be the authorized person to receive the Critical Illness Benefit under this Policy. In case of an assignment of the Policy, the assignee shall become the irrevocable beneficiary of the Benefits of this Policy.

Benefit

The amount payable under this Policy and/or under any Supplementary Contract attached to this Policy.

Business Day

The working day of the head office of the Company.

Company

Oman Insurance Company (PSC), as the insurer of this Policy.

Critical Illness

Subject to exclusions, is any Critical Illness as listed and defined in this Policy.

Critical Illness Benefit

The amount payable upon diagnosis of Critical Illness as defined in this Policy.

Date of Commencement

Effective date of this Policy as shown in the Policy Schedule, and is the basis for determining the Annual Due Date.

Grace Period

The period of time following a monthly transaction date during which this Policy will continue in force.

Head Office

The principal place of business of Oman Insurance Company (P.S.C.) in Dubai, United Arab Emirates.

Life Assured

The person upon whose life this Policy is effected and mentioned in the Policy Schedule.

Maturity Benefit

Amount payable by the Company on survival of the Life Assured to the Maturity Date of this Policy subject to the terms and conditions and exclusions of this Policy. For avoidance of doubt, there is no Maturity Benefit payable under this Policy.

Maturity Date

Date on which this Policy matures.

Policy

This document together with any supplementary contracts or endorsements and/or any amendments hereto signed by the Company, the details provided by the Policy Owner and/or the Life Assured in the Proposal Form, and any other material information provided by the Policy Owner and/or the Life Assured to the Company, all of which shall together constitute the entire insurance policy contract.

Section 2 Benefits

Policy Owner

Owner of this Policy as shown on the Policy Schedule page.

Policy Schedule

An integral document attached to this Policy detailing the important information about this Policy. The Policy Schedule is attached to the Policy and made a part thereof.

Policy Term

Duration between Date of Commencement of this Policy and the Policy Termination Date whichever is earlier.

Policy Termination Date

Date on which any of the Policy termination events (as detailed in point 28 under 'General Provisions' (Termination)) occurs.

Policy Year

Period of twelve calendar months commencing from the Date of Commencement of this Policy and ending on the last day of the twelfth month. Each subsequent Policy Year will begin after the end of the previous policy year and thereafter shall end on the last day of the twelfth month.

Premium

Initial premium and the subsequent premiums due and payable by the Policy Owner under this Policy.

Premium Payment Term

The time period that the Policy Owner has agreed to make the Premium payments regularly into this Policy. The Premium Payment Term is stated in the Policy Schedule.

Proposal Form

A written statement or declaration made by the Policy Owner and/or the Life Assured considering which this Policy has been issued by the Company. The Proposal Form forms an integral part of the Policy.

Sum Assured

The amount of money payable to the Beneficiary if the Life Assured is diagnosed with a covered Critical Illness while the Policy is in force and other Policy terms and conditions herein are met.

Surrender

An option whereby the Policy Owner voluntarily discontinues this Policy in return for the Surrender Value. For avoidance of doubt, there is no Surrender option or any Surrender benefit payable under this Policy.

1. Death

The Company shall pay the Life Assured the Critical Illness Benefit amount under this Policy as indicated in the Policy less any indebtedness, subject to the provisions, conditions, and limitations contained herein, and:

- a. upon receipt and approval of due proof that the Life Assured has been diagnosed with a covered Critical Illness after more than ninety (90) days from the Policy's commencement date or from the date of last reinstatement; and such diagnosis occurred prior to the Policy Anniversary before the Life Assured's fifty-fifth (55th) birthday; and
- b. this Policy is in force at the date of diagnosis of Critical Illness.

If the Life Assured suffers from more than one Critical Illness, the amount of benefit payable shall be subject to diagnosis of the first diagnosed Critical Illness and will be limited to the Benefit Amount under this Policy as specified in the Schedule above.

No Critical Illness Benefit is payable on diagnosis of Critical Illness post Termination Date of the Policy.

On payment of the Critical Illness Benefit, this Policy will terminate and all rights, benefits and interests under the Policy will be extinguished.

2. Surrender Value

The Policy has no Surrender Value.

3. Maturity

The Policy has no maturity benefit.

Section 3 Premiums

1. Payment of Premiums

- a. Regular Premiums are payable without any obligation on the Company to issue a reminder/renewal notice for the same.

2. Grace Period

- a. If the Policy Owner skips a due premium payment a Grace Period of thirty (30) calendar days shall be allowed for the payment of all due premiums, as determined by the Company.
- b. If the Life Assured is diagnosed with Critical Illness during the Grace Period, the part of the total due Premiums will be deducted from any settlement hereunder.
- c. If all required Premium is not paid by the end of the Grace Period, all coverage under this Policy shall terminate and the Policy shall end without value, without any liability on the company, notwithstanding any reminder or termination notice was sent by the Company or not. The Policy Owner and the Life Assured hereby agrees to ensure that they alone shall track and be responsible for timely payments of all required Premiums.

3. Reinstatement

Reinstatements are not permitted.

Section 4 Policy Exclusions

1. Passive War Risk / Terrorism Exclusion

Excluded are any claims directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claims:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion assuming the proportions of or amounting to a 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.
- b. Any act of terrorism. For the purpose of this Policy 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 the intention to influence any government and/or to put the public, or any section of the public, in fear.

Excluded are also any claims directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any claim is not covered by this Policy, the burden of proving the contrary shall be upon the claimant.

2. Criminal / Unlawful Act

No Critical Illness Benefit shall be payable if the Critical Illness of the Life Assured is caused due to participation by the Life Assured in a criminal or unlawful act.

3. Pre-Existing Conditions

Claims that arise (directly or indirectly) as a result of a Pre-Existing Condition are excluded.

A Pre-Existing Condition is an illness, injury, condition or symptom:

- a. that was known to the insured prior to the commencement of insurance; or
- b. for which the insured had consulted a registered medical practitioner prior to the commencement of insurance; or
- c. for which a reasonable person in the insured's position would have consulted a registered medical practitioner prior to the commencement of insurance.

4. Other Exclusions

- a. Unreasonable failure to seek or follow medical advice.
- b. Infection with human immunodeficiency virus (HIV) or conditions due to any acquired immune deficiency syndrome (AIDS).
- c. Living outside of the primary country of residence for more than 13 consecutive weeks in any 12 months.
- d. Any illness occurring or manifesting itself within 90 days of the contract commencement date or reinstatement date, if later;
- e. Intentional, self-inflicted injury or suicide or any attempt thereat while sane or insane.
- f. Taking of poison, gas or fumes, whether voluntary or involuntary; intoxication by alcohol, narcotics or drugs, unless as prescribed by a medical practitioner.
- g. Any consequence of declared or undeclared war, any act of war, invasion or civil war, participation in the armed forces.
- h. Nuclear fission, nuclear fusion or radioactive contamination.
- i. Assault or murder, riot or civil commotion, strikes or terrorist activities.
- j. Engaging in or taking part in hazardous pursuits, hazardous sports, professional sports as well as driving or riding in any kind of race or speed contest; underwater activity involving the use of breathing apparatus.
- k. Violation of the law, resisting arrest.

Section 5

Covered Critical Illness

1. Cancer

The diagnosis of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion of normal tissue. The diagnosis of cancer must be verified by provision of the histopathological report. Cancer includes: leukaemia¹, malignant lymphoma including cutaneous lymphoma, Hodgkin's disease, malignant bone marrow disorders, and sarcoma.

The following are excluded:

- a. "Carcinoma in situ" or "cancer in situ", dysplasia, and all pre-malignant conditions.
- b. Prostate cancer unless having progressed to at least TNM classification T2N0M0.
- c. Any primary skin cancer other than malignant melanoma that has invaded beyond the epidermis (outer layer of skin).
- d. Papillary cancer of the thyroid gland that is organ confined.
- e. All tumours and cancers in the presence of HIV infection.

2. Stroke

Death of brain tissue due to inadequate blood supply or hemorrhage resulting in all of the following:

- a. Onset of new neurological symptoms consistent with a stroke.
- b. New objective neurological deficits on clinical examination persisting continuously for at least sixty calendar (60) days following the diagnosis of the stroke.
- c. New findings on CT scan or MRI, if done, consistent with the clinical diagnosis.

For the above definition, the following are not covered:

- a. Transient ischaemic attack (TIA)
- b. Traumatic injury to brain tissue or blood vessels.
- c. Secondary haemorrhage into a pre-existing cerebral lesion.
- d. An abnormality seen on brain or other scans without clearly related clinical symptoms and neurological signs.

3. Heart Attack (Myocardial Infarction)

Final diagnosis of acute myocardial infarction: death of heart muscle caused by obstruction of the blood supply. This must be confirmed by the typical rise and/or fall of a cardiac biomarker blood test (Troponin I, Troponin T or CK-MB) with at least one level above the 99th percentile of the upper reference limit plus one of the following:

- a. Acute cardiac symptoms and signs consistent with a heart attack.
- b. New serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block.

Other acute coronary syndromes including but not limited to angina pectoris are excluded.

4. Coronary Artery Bypass Surgery

The undergoing of open heart surgery to correct the narrowing of, or blockage to, one or more coronary arteries by means of a by-pass graft.

Percutaneous coronary interventions such as angioplasty and all other intra-arterial, catheter based techniques or laser procedures are excluded.

5. Major Organ Transplant

The actual undergoing of a transplant as a recipient of one of the following complete human organs: heart, lung, liver, kidney, or pancreas.

Transplant of any other organs, parts of organs, tissues or cells are not covered.

6. Kidney Failure

End stage chronic kidney disease (kidney failure) for which regular dialysis is necessary.

General Provisions

1. Entire Contract

- a. This Policy, including the proposal form, the Policy Schedule, and the endorsements and amendments (if any), together with medical reports/records (if any), will constitute the entire contract between the parties in respect of its content.
- b. The Policy Schedule forms part of this Policy and the expression "this Policy" or "Policy" wherever used in this contract shall be read as including the schedule and any attached sections, specifications, amendments, endorsements or exclusions.
- c. Any special provisions subject to which this Policy has been entered into whether endorsed in this Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
- d. The observance by the Policy Owner and the Life Assured of the terms of this Policy and the truth of the statements and the answers by the Policy Owner and/or the Life Assured in the proposal form and/or other material information provided by the Policy Owner, shall be condition precedent to any liability of the Company. If the circumstances in which this Policy insurance contract was entered into are materially altered without the written consent of the Company, the Policy shall become null and void.
- e. The Company shall not be responsible either for any omission or other errors made by the Policy Owner and/or the Life Assured that may affect the underwriting decision of the Company.
- f. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.
- g. Failure at any time during the term of this Policy of the Company to enforce any provision of this Policy shall not constitute a waiver of such provision nor prejudice the right of the Company to enforce such provision at any subsequent time.
- h. In the event that the Company incurs any cost and/or expense not insured under this Policy on the Policy Owner's behalf, the Policy Owner shall reimburse such costs and expenses to the Company.

2. Full Disclosure

This Policy has been issued on the representation of the Policy Owner that he has made full disclosures of all relevant facts and circumstances to underwrite the risk. Any concealment, non-disclosure, misrepresentation or fraud by the Policy Owner and/or the Life Assured so as to impact the underwriting decision or claim processing, the Company at its sole discretion may repudiate the claim and no benefit shall be payable for that claim or the Company may also at its sole discretion consider the Policy liable for cancellation and / or voidable from the Policy Effective Date or Policy Issue Date whichever is earlier, in which case the Policy Owner may also have to forego all Premiums paid.

3. Free Look Period

- a. The Company shall provide a free look period of thirty (30) days from the date the Policy Owner receives this Policy document for review.
- b. In the event that the Policy Owner is not completely satisfied with this Policy (including the terms and conditions and exclusions), this Policy can be returned within 30 days of having received the Policy together with a letter signed by the Policy Owner requesting for cancellation.
- c. This Policy shall then be cancelled from the Effective date of this Policy and the Policy Owner shall be refunded the total premium paid.
- d. This free look period has the following conditions:
 - i. The Policy Owner's request to cancel must be sent directly to and received at the Company's Head Office within fifteen (15) days from the date the Policy Owner received this Policy.
 - ii. No refund can be made when a claim has been admitted.

- e. The free look period shall commence on the date that this Policy is received or is deemed received by the Policy Owner. This Policy is deemed received by the Policy Owner when it is delivered at the Policy Owner's office or regular place of business, with some competent person in charge thereof, or if sent by post or electronically.
- f. By not returning the Policy Terms & Conditions within thirty (30) days of receiving the Policy, the Policy Owner expressly declares to have clearly read and understood the detailed terms and conditions and exclusions about this Policy and the authorization's provided and to be in agreement to the same.

4. Global Coverage

Worldwide coverage will be provided for the benefits under this Policy subject to the Policy Owner and Life Assured being resident/s in UAE as on the Policy Effective Date of this Policy.

5. Language

All insurance Policies are issued in both Arabic and English. In case of dispute over the interpretation of this Policy, the Arabic text shall prevail.

6. Misstatement of Age

The age at issue of the Life Assured is his/her completed age as on the Policy Issue Date. If the age of the Life Assured has been misstated, the amount payable under this Policy shall be adjusted in accordance with the correct issue age of the Life Assured.

If at the correct Age, the Life Assured is not eligible for any coverage under this Policy, then the Company shall refund to the Policy Owner, without interest, the corresponding Premiums actually received by the Company under this Policy, less any indebtedness.

7. Change of Beneficiary

The Beneficiary of this Policy can be changed from time to time by written notice in form satisfactory to the Company signed by the Owner and the irrevocable Beneficiary, if any. No such change will take effect unless recorded by the Company at its Head Office. However, upon being so recorded, any such change will take effect as of the date the notice was signed whether or not the Life Assured is living when the change is recorded, subject to any payment made or any other action taken by the Company before such recording. If any Beneficiary dies before the Life Assured, the interest of the deceased Beneficiary shall vest in the Policy Owner unless otherwise provided in this Policy. In case of Policy assignment, the assignee shall then become the irrevocable Beneficiary of the Policy. The Company in determining the persons comprising any class designated as Beneficiary hereunder, may rely upon any affidavit or other evidence satisfactory to it, and consequent payment made in good faith by the Company shall satisfy to that extent all liability of the Company under this Policy.

A receipt for any amount paid and signed (or bona fide believed by the Company to have been signed) by the Beneficiary, who is entitled to the Benefit payable in accordance with the Terms of Policy will be good and valid discharge to the Company and will be final and conclusive evidence that such amount has been duly paid to and received by the person lawfully entitled to it and that all claims and demands against the Company with respect to it have been fully satisfied.

8. Assignment

The Company shall not be deemed to have knowledge of an assignment unless a copy of the assignment executed and signed by the assignor (Policy Owner) and assignee (irrevocable beneficiary) is submitted to the Company for registering in the Company's records. In registering the assignment, the Company does not accept responsibility or express any opinion as to its validity or legal effect.

9. Governing Law and Jurisdiction

This insurance Policy shall be subject to and governed by, in its interpretation or in respect of any difference or dispute arising out of or in connection with it, to the laws and regulations of the United Arab Emirates. The competent Courts of the United Arab Emirates shall have the sole jurisdiction in case of any difference or dispute arising out of or in connection with this Policy.

10. Anti-Money Laundering and Combating Terrorist Financing

The Company is in compliance with Anti-Money Laundering & Combating Terrorist Financing laws (UAE Federal Law No. 4, 2002 - Criminalization of Money Laundering, UAE Federal Law No. 1, 2004 - Combating Terrorism Offences, and Insurance Authority Resolution No. 16 of 2013 - Anti-Money Laundering and Combating Terrorism Financing).

11. Sanctions

The Company shall not provide cover nor shall it be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, United Arab Emirates and all other jurisdictions where the Company transacts its business.

12. FATCA

The Policy Owner hereby confirms that he / she understands the United States ("U.S.") tax consequences of this savings product. The Policy Owner further undertakes that the Company will not be held liable for any adverse U.S. tax consequences suffered by the Policy Owner as a result of saving / investment in this Policy. The Policy Owner also undertakes to pay any annual tax liability, State Premium Tax, Federal Excise Tax or any other State or Federal taxes which may be due under this savings/ investment product, and in the event that the Company is pursued for any such taxes in the United States, the Policy Owner hereby permit the Company to make good the liability from the value of this savings/investment Policy.

13. Conformity with Law and Changes in Legislation

Any and all provisions of this Policy which may be in conflict with any law by which this Policy is governed are understood, declared and acknowledged to be amended to conform hereto.

If any changes in legislation or the introduction of statutory levy results in the Company being unable to continue this Policy without adversely affecting the interests of the Company and the interests of the Policy Owner, then the Company will attempt to make such changes to this Policy as are reasonably necessary to put the Company and the Policy Owner in the financial position that they would have been in but for the change in legislation of the statutory levy. In the event the Company is unsuccessful in making such changes, the Company reserves the right to cancel this Policy, with immediate effect.

14. Currency

- a. All Benefits payable under this Policy from the Company to the Policy Owner and/or nominated Beneficiary will be in the currency given on the Policy Schedule.
- b. All Premiums under this Policy will also be in the currency given on the Policy Schedule.
- c. On a request by the Policy Owner and/or Beneficiary, the Benefit payments by the Company may be made in UAE Dirhams or any other currency instead of the currency given on the Schedule.
- d. Whenever it is necessary for the purposes of this Policy to convert any amounts denominated in one currency to some other currency, the Company will use the prevailing rate of exchange available from the Company's bankers at the time when the conversion is made and such exchange rate shall be considered final, fair and acceptable.

15. Currency Revaluation

The Policy Owner accepts the financial consequences of any political risks associated with the de-pegging or revaluation of the United Arab Emirates Dirham vis-a-vis the United States Dollar.

16. Change of Occupation / Any Material Change

The Company must be notified of any material change including change in the occupation, profession or hobbies of the Life Assured during the term of this Policy, failure in doing so may result to the Company declining the benefits in case the insured event arises or is related to such material change including such changed occupation, profession or hobbies. In the event of such change notified to the Company, the Company in its absolute and sole discretion, reserves the right to take such action as it may deem appropriate, including right to cancel the Policy and/or any coverage and/or increase the Premium at its sole discretion.

17. Mailing Address

All statements, advices and other written communications to the Policy Owner will be mailed to the address as indicated on the proposal form or the most recent address available with the Company. The Policy Owner shall be responsible for advising the Company of any change of address.

The Policy Owner must inform the Company about any change in his/her mailing address, phone number, or email address. In case the information about the change in contact information is not provided to the Company, and the Company sends an electronic or written communication to the last address / mobile phone number that was provided to the Company, then the Company will be treated for the purposes of this Policy as having communicated to the Policy Owner at the correct contact information.

18. Notices by the Policy Owner Under the Policy

The Policy Owner shall notify the Company at its Head Office in writing of any assignment, of this Policy, change in Beneficiary, exercise of any right or option or any notice under any clause of this Policy whatsoever relating to this Policy. The Company shall not be liable for any loss or damage that might result from the Policy Owner's failure or negligence to notify the Company in accordance with the provisions of this clause.

- a. Any notice, direction or instruction to be given by the Company under this Policy shall be in writing and delivered by hand, post, facsimile or email as per the details specified by the Policy Owner / Life Assured / Assignee in the Proposal form, or as per any change of address intimation subsequently submitted by the Policy Owner to the Company.
- b. Any notice, direction or instruction to be given by the Policy Owner to the Company under this Policy shall be in writing and delivered by hand, post, facsimile or email to the Head Office of the Company, unless the Policy Owner has been informed by the Company to send such communication to any other address.
- c. Notice and instructions shall be deemed served seven (7) days after posting or immediately upon receipt in the case of hand delivery, facsimile or email.

19. Payment by the Company

Any amount due under this Policy shall be payable at the Head Office of the Company. Surrender of this Policy to the Company will be required in any settlement hereof. Any indebtedness hereon shall be deducted from any settlement under this Policy.

20. Proof of Death

Before making any Critical Illness Benefit claim payment under this Policy, the Company may require the claimant or claimants to surrender this Policy, and to produce satisfactory proofs in writing and under oath of the diagnosis of Critical Illness of the Life Assured, and the cause thereof, accompanied an affidavit of the attending physician, together with any other sworn statements, proofs or information that the Company may require.

21. Transfer of Residence

After this Policy is issued, in the event of the Policy Owner changing the residence outside of the UAE / GCC, the Company, at its sole discretion, may agree to facilitate the benefit payments under this Policy to the requested country subject to:

- a. Policy Owner/Beneficiary bearing all foreign exchange losses/charges/taxes or other expense arising while facilitating the benefit payments.
- b. Policy Owner/Beneficiary fully complying with all applicable governmental and/or regulatory laws/ regulations/ restrictions/sanctions/taxes as applicable in the recipient country.
- c. Policy Owner/ Beneficiary agreeing not to hold the Company responsible in any manner if the transaction is delayed or not effected at all or is effected in some other account for any reasons due to incomplete or incorrect information provided by the Policy Owner/Beneficiary.

22. Force Majeure

No liability shall arise if the Company or any person acting on its behalf is prevented from fulfilling its obligations under the Policy by reason of any supervening event beyond its control (including, but not by way of limitation, acts of God, war, national emergency, fire, flood, earthquake, strike or industrial action, etc.).

23. Changes to the Policy Terms

The Company at its own sole discretion will be entitled to make such reasonable alterations to the Terms of the Policy if it is unable to maintain the Policy without it adversely affecting the Policy Owner or the Company.

In the event that the Company decides to exercise any right to vary the Terms of Policy, the Company shall make all efforts to inform the Policy Owner. However the Company may also implement changes without prior notice where in its reasonable opinion it has insufficient time to issue any prior notice or where the expected adverse impact may be higher if not implemented soon.

24. Electronic Transactions

The Policy Owner agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

25. Authorization by the Policy Owner and the Life Assured

The Policy Owner & the Life Assured hereby agrees and authorizes:

- a. The Company to use any of its approved verification agencies or make references/inquiries from any source of information, or any person or entity nominated herein;
- b. All financial institutions, bank, debt collection agencies, credit bureaus or any other person or entity to disclose and provide the Company with any information requested about or related to the Policy Owner as in its possession;
- c. The Company, at any time and at its absolute discretion, to use and/or disclose the particulars and information provided in the Policy or the proposal form or any information relating to Policy Owner's liabilities towards the Company, or any other financial information including any breach of obligations or defaults (including in Premium payment or repayment) or any other financial information to any other entity, individual, organization, institution or financial institutions or banks, debt collection agencies or credit bureaus;
- d. To disclose your details (including personal data) to our reinsurers, third party administrators, third party service providers, claim processors etc. if any, whether in or outside the UAE and to store and/or process such data/information directly or indirectly within or outside the U.A.E.;
- e. The Policy Owner agrees and authorizes the Company and its associate partners to contact the Policy Owner or the Life Assured anytime (including electronically through email, SMS or telephone) for seeking any additional information and/or for providing any additional information whether related to the Policy and/or other Company's products or promotions.

26. No Right to Share in Profits or Surplus of Company's Business

This Policy does not in any way confer any right whatsoever on the Policy Owner / Life Assured to otherwise share in the profits or surplus of the business of the Company.

27. Complaints

Tell us what you think of Oman Insurance Company (P.S.C.). We are always happy to hear your comments. If you have any feedback or complaints, please contact us on 800 4746 from UAE, on +971 50 454 3778 from outside UAE (8 AM to 5 PM - Saturday to Thursday), or visit our website www.tameen.ae. Alternatively, you can email us on complaints@tameen.ae.

28. Termination

The Policy will stand terminated on the first occurrence of:

- a. if sufficient Premium is not paid by the end of the Grace Period; or
- b. if the Policy Anniversary prior to the Assured's fifty-fifth (55th) birthday is reached; or
- c. on the Maturity Date of this Policy; or
- d. if a Critical Illness benefit under this Policy becomes payable; or
- e. any Force Majeure Event.

In addition to the above, the Company may cancel the Policy at any time, with or without any reason, by written notice delivered to the Policy Owner or mailed to the last address as shown by the records of the Company stating when not less than ten (10) days thereafter such cancellation shall be effective. Such cancellation shall be without prejudice to any valid claim-originating prior thereto.

29. General

- a. Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter gender. Further, words and expressions in the singular include the plural and vice versa except where the context otherwise requires.
- b. In the event that the Company incurs any cost and/or expense not insured under this Policy on the Life Assured or the Policy Owners behalf, the Policy Owner shall reimburse such costs and expenses to the Company.
- c. No third party has authority to change this Policy or waive any of its Terms and Conditions.
- d. No person or third party or agent is authorized to alter or amend this Policy, to accept Premiums in arrears or to extend the due date of any Premium, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement hereon or by amendment hereto, by an authorized representative of the Company.
- e. Failure at any time during the term of this Policy of the Company to enforce any provision of this Policy shall not constitute a waiver of such provision nor prejudice the right of the Company to enforce such provision at any subsequent time.
- f. In this Policy headings are used for reference only and do not affect the construction or meaning of the Policy.
- g. The Company reserves its right to seek a second opinion in lieu of any provided medical report as part of claim documents. In the event of any conflict between any medical report submitted as part of claim document and the medical report obtained by the Company as part of second opinion, the medical report obtained by the Company shall at all times supersede and prevail.

30. Taxes

a. Premium Payments

For avoidance of doubt, all premium amounts mentioned herein are exclusive of Value Added Tax (VAT). VAT and any other taxes currently applicable or which will be applicable in connection with this insurance policy shall solely be borne by the Insured/Policyholder.

The Insured/Policyholder hereby agrees to pay to the Insurer the applicable VAT/any other taxes paid by the Insurer, on the Insured/Policyholder's behalf, within 15 working days of receiving the invoice failing which the Insured/Policyholder shall be considered to be in material breach of the Policy's terms and conditions and, the Insurer shall be within its right to invoke legal remedies available to the Insurer including to terminate the policy and/or offsetting such VAT or other tax amounts from any other amount which the Insured/Policyholder owes to the Insurer without the need to obtain any further consent from the insured/policyholder and/or any court judgment/order. The Insured hereby unconditionally accepts to the same.

In the event that VAT/any other tax treatment as assessed by relevant tax authorities is different from that assigned by the Insurer on our tax invoice/invoice to you and/or the invoice generated/computed by the Insurer is incorrect/, the Insured/ Policyholder hereby agrees to pay immediately and on demand the differential balance of any VAT/tax to the Insurer.

b. Claim settlements - where the Insurer agree to pay the policyholder

When Oman Insurance Company ("OIC" or "we") pays a claim, your VAT registration status will determine the amount we pay you.

When you are:

- i. not registered for VAT, the amount we pay, will be the sum insured/limit of indemnity or any other limits of insurance cover, including VAT;
- ii. registered for VAT, the amount we will pay will be the sum insured/limit of indemnity or any other limits of insurance cover and where you are liable to pay an amount of VAT in respect of an acquisition relevant to your claim, we will pay the VAT amount. However we will reduce the VAT amount we pay for by the amount of any input tax credits to which you are or would be entitled to if you had made the relevant acquisition. In such instances the input tax credit would be claimable by you upon filing of your VAT return.

All policyholders making a claim with OIC must declare their VAT registration status.

Any VAT liability arising from your incorrect declaration is and will be payable by you (the policyholder).

Where the settlement amount of your claim is less than the sum insured/limit of indemnity or any other limits of insurance cover, we will only pay an amount of VAT (less any entitlement to an input tax credit) applicable to the settlement amount.

Claim

The Company must be notified in writing within ninety (90) days from the date of diagnosis of Critical Illness or any other event covered under this Policy for which claim is payable as per the terms and conditions of this Policy. Such notice can be given by the designated Beneficiary or by the legal representatives of the Life Assured to the Company. Failure to give notice within the time provided shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Admission of any claim will be subject to production of such proof as the Company may reasonably require being given within sixty (60) days from the date of notice of claim.

To notify a claim, email us on life.claims@tameen.ae and provide your policy number stated in the Policy Schedule.

In case of a Critical Illness Claim the Company, at its own expense, shall have the right to conduct an examination where it is not forbidden by law.



A full circle of insurance products
keeps you covered at all angles.



Tel: 800 4746
www.tameen.ae