

# DIGI TERM

## TERMS AND CONDITIONS



# WELCOME

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# INTRODUCTION

Thank you for choosing Oman Insurance Company P.S.C. ("Sukoon") 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 Life Assured, by a proposal which shall form an integral part of this insurance contract, has applied to Sukoon 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", Sukoon 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** means 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.

**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 Sukoon.

**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 Sukoon 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 Sukoon 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 Sukoon, the details provided by the Life Assured in the Proposal Form, and any other material information provided by the Life Assured to Sukoon, all of which shall together constitute the entire insurance policy contract.

**Life Assured** Life Assured 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 Life Assured under this Policy.

## SECTION 2

# BENEFITS

### 1. Death

In the event of death of the Life Assured, the policy Sum Assured will be payable as a Death Benefit.

No Death Benefit is payable on occurrence of death post termination date of the policy.

On payment of Death 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 Sukoon to issue a reminder/renewal notice for the same.

### 2. Grace Period

- a. If the Life Assured 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 Sukoon.
- 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 Sukoon, notwithstanding any reminder or termination notice was sent by Sukoon or not. 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 Sukoon 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. Suicide

If, within two (2) years from the Date of Commencement of risk or this Policy's last reinstatement, whichever is later, the Life Assured commits suicide whether sane or insane, or should the Life Assured's death be a consequence of a judicial sentence, then the contract of insurance shall be void whether or not any beneficial interest has been created therein and Sukoon will not entertain any claim by virtue of this Policy. The actual date of Death will be the basis for determining the validity of this Policy.

### 4. Pre-Existing Conditions

All pre-existing conditions are excluded.

# 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 Sukoon. If the circumstances in which this Policy insurance contract was entered into are materially altered without the written consent of Sukoon, the Policy shall become null and void.
- e. Sukoon 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 Sukoon.
- f. No change in this Policy shall be valid unless approved by Sukoon and evidenced by endorsement or amendment.
- g. Failure at any time during the term of this Policy of Sukoon to enforce any provision of this Policy shall not constitute a waiver of such provision nor prejudice the right of Sukoon to enforce such provision at any subsequent time.
- h. In the event that Sukoon 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 Sukoon.

### 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, Sukoon at its sole discretion may repudiate the claim and no benefit shall be payable for that claim or Sukoon 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. 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 from the date of Policy issuance, date when coverage commences or date when Policy documents are signed by the Policy Owner, whichever is earlier together with a letter signed by the Policy Owner requesting for cancellation.

This Policy shall then be cancelled from the Effective date of this Policy and the Policy Owner shall be refunded the total Premium after deducting expenses incurred on medical tests if any as medical examination fees.

### 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 Sukoon shall refund to the Policy Owner, without interest, the corresponding Premiums actually received by Sukoon 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 Sukoon signed by the Owner and the irrevocable Beneficiary, if any. No such change will take effect unless recorded by Sukoon 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 Sukoon 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. Sukoon 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 Sukoon shall satisfy to that extent all liability of Sukoon under this Policy.

A receipt for any amount paid and signed (or bona fide believed by Sukoon 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 Sukoon 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 Sukoon with respect to it have been fully satisfied.

## 8. Assignment

Sukoon 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 Sukoon for registering in Sukoon's records. In registering the assignment, Sukoon 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 federal 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

Sukoon 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, Federal Decree No. 20 of 2018 on Anti- Money Laundering & Combating the Financing of Terrorism & Illegal Organizations and Insurance Authority Decision No.10 of 2019 - Anti- Money Laundering & Combating the Financing of Terrorism & Illegal Organizations.

## 11. Sanctions

Sukoon 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 Sukoon 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 Sukoon 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 Sukoon 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 Sukoon is pursued for any such taxes in the United States, the Policy Owner hereby permit Sukoon 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 Sukoon being unable to continue this Policy without adversely affecting the interests of Sukoon and the interests of the Policy Owner, then Sukoon will attempt to make such changes to this Policy as are reasonably necessary to put Sukoon 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 Sukoon is unsuccessful in making such changes, v reserves the right to cancel this Policy, with immediate effect.

## 14. Currency

- a. All Benefits payable under this Policy from Sukoon 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 Sukoon 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, Sukoon will use the prevailing rate of exchange available from Sukoon'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

Sukoon 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 Sukoon 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 Sukoon, Sukoon 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 Sukoon. The Policy Owner shall be responsible for advising Sukoon of any change of address.

The Policy Owner must inform Sukoon 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 Sukoon, and Sukoon sends an electronic or written communication to the last address / mobile phone number that was provided to Sukoon, then Sukoon will be treated for the purposes of this Policy as having communicated to the Policy Owner at the correct contact information.

## 18. Notices under the Policy

The Policy Owner shall notify Sukoon 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. Sukoon shall not be liable for any loss or damage that might result from the Policy Owner's failure or negligence to notify Sukoon in accordance with the provisions of this clause.

- a. Any notice, direction or instruction to be given by Sukoon 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 Sukoon.
- b. Any notice, direction or instruction to be given by the Policy Owner to Sukoon under this Policy shall be in writing and delivered by hand, post, facsimile or email to the Head Office of Sukoon, unless the Policy Owner has been informed by Sukoon 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 Sukoon

Any amount due under this Policy shall be payable at the Head Office of Sukoon. Surrender of this Policy to Sukoon 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 Death Benefit claim payment under this Policy, Sukoon may require the claimant or claimants to surrender this Policy, and to produce satisfactory proofs in writing and under oath of the death of the Life Assured, and the cause thereof, accompanied by an official certificate of death, an affidavit of the attending physician, together with any other sworn statements, proofs or information that Sukoon 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, Sukoon, 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 Sukoon 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 Sukoon 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

Sukoon 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 Sukoon.

In the event that Sukoon decides to exercise any right to vary the Terms of Policy, Sukoon shall make all efforts to inform the Policy Owner. However Sukoon 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 Sukoon 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 Sukoon, for and in respect of this Policy or

its terms, or Sukoon's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with Sukoon'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 and the Life Assured hereby agrees and authorizes:

- a. Sukoon 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 Sukoon with any information requested about or related to the Policy Owner as in its possession;
- c. Sukoon, 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 Sukoon, 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. Sukoon to collect, store, disclose and/or transfer your personal sensitive information (including which you provide to us) to third parties including but not limited to reinsurers, surveyors, loss adjustors, loss assessors, IT service providers, claim administrators, medical providers, emergency support/assistance providers, professional advisors, consultants, auditors, additional administrative and/or support service providers, and other entities or persons, whether within or outside the UAE, as may be required in relation to underwriting/ issuing/administering / processing/ reinsuring your policy/ claims or as may be required by Sukoon.
- e. Sukoon 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 Sukoon's other products or promotions.
- f. Sukoon to disclose and/or report your personal information to legal/regulatory agencies/bodies if and as required by law.

## 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 Sukoon.

## 27. Complaints

Tell us what you think of Sukoon, we are always happy to hear your comments. If you have any feedback or complaints, please contact us through our call center on 800 SUKOOON (785666) from inside the UAE, or on +971 4 230 2599 from outside the UAE (8 AM to 8 PM (UAE time) - Saturday to Thursday), or by visiting our website, [www.sukoon.com](http://www.sukoon.com), alternatively you can email us on [complaints@sukoon.com](mailto:complaints@sukoon.com).

## 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. Death of the Life Assured;
- c. Any Force Majeure Event
- d. In addition to the above, Sukoon 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 Sukoon 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.

# CLAIM

- b. In the event that Sukoon 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 Sukoon.
- 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 Sukoon and evidenced by endorsement hereon or by amendment hereto, by an authorized representative of Sukoon.
- e. Failure at any time during the term of this Policy of Sukoon to enforce any provision of this Policy shall not constitute a waiver of such provision nor prejudice the right of Sukoon 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. Sukoon 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 Sukoon as part of second opinion, the medical report obtained by Sukoon 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 is to receive from 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 Sukoon agrees to pay the policyholder

When Oman Insurance Company P.S.C. ("Sukoon" 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 Sukoon 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.

Sukoon must be notified in writing within ninety (90) days from the date of Death 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 Sukoon. 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 Sukoon may reasonably require being given within sixty (60) days from the date of notice of claim.

In case of a Death claim Sukoon, at its own expense, shall have the right to conduct an examination and autopsy where it is not forbidden by law.

### Death Benefit Claim

Sukoon must be notified in writing within ninety (90) days from the date of Death 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 Sukoon.

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

In case of a Death claim Sukoon, at its own expense, shall have the right to conduct an examination and autopsy where it is not forbidden by law.



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