

# VISITOR HEALTH

## TERMS AND CONDITIONS



# THANK YOU

for choosing Oman Insurance Company P.S.C. (“Sukoon”) for Visitor Travel Health Insurance. You can be confident that we will be there whenever you need us.

Please take some time to read this booklet and the accompanying Travel Insurance Certificate. This document explains the process of making a claim.

If you would like to change your level of cover or have any queries please call our contact center on 800 SUKOON (785666).

we are here for you.

# VISITOR

# HEALTH

## PLANS AT A GLANCE

Benefits	Covers (AED)
Emergency Medical Expenses	up to 150,000
Accidental Death	up to 5,000
Repatriation of Mortal Remains	7,500

*Our aggregate trip cover is up to AED 150,000*

## PREMIUM SCHEDULE

Duration	Premium (AED)
15 days	50
30 days	80
90 days	180

*All Premiums subject to 5% VAT*

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# INTRODUCTION

If the **Policy** holder (**You, your**) named in the **Certificate of Insurance** pays the premium as agreed with Sukoon, (**We, Our or Us**) will provide the insurance described in this **Policy** and any endorsements thereto for the **Insured Period** as defined in this **Policy**, to the **Insured Persons** detailed in the **Certificate of Insurance** and in reliance upon the statements, dated as stated in the **Certificate of Insurance** and which is the basis of this **Policy** and is deemed incorporate in the **Policy**.

The insurance provided under this **Policy** is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the **Certificate of Insurance**. This document together with the **Certificate of Insurance** and any endorsements that accompany it set out the **Policy** between the **Policyholder** and Sukoon and should be read as one document.

This **Policy** will only be in force if the **Certificate of Insurance** is signed by a person **We** have authorized.

# HOW TO MAKE A CLAIM

Please review the complete policy wording as some sections require time sensitive reports from third parties (e.g. Police, Airlines) and contain specific limitations. **You** must submit **your** claim within max 7 days of hospital discharge.

If there are any circumstances that may result in a claim please follow these steps:

1. For serious illness or accidents which may lead to inpatient hospital treatment, repatriation of mortal remains, treatment taken in emergency room or in the event of an insured's death, please contact Our Claims department on 800 SUKOON (785666) or email us on [nmcoic@sukoon.com](mailto:nmcoic@sukoon.com).
2. In case of an emergency where you cannot contact us prior to hospital admission, **you** will need to contact them as soon as possible thereafter. You will be prompted for your policy number stated in the Certificate of Insurance.
3. **You** will need to:
  - a. Request a claim form and completion instructions.
  - b. Complete the claim form and return it to **Us** together with the required original supporting documentation.
  - c. Give brief details of the loss circumstances.
4. You may, if you prefer, visit one of our offices to complete and file your claim.

# DECLARATION AND GENERAL WARRANTY

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

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

This Policy is only valid if issued with a **Certificate of Insurance**. The **Certificate of Insurance** will indicate the benefits purchased. The **Policyholder** must read the entire **Policy** carefully to determine the Insured Persons' rights and duties, and what is and is not covered. **Sukoon** has no duty to provide cover unless there has been full compliance with all sections of the **Policy**.

## General Warranty:

At the time **You** take out this insurance or when booking a **Journey** or trip **You** guarantee that **You** and any **Insured Person**.

- Do not know of any medical condition of any person (whether travelling or not) which could result in a claim or need treatment during the period of insurance;
- Are not travelling against medical advice (whether such advice has been obtained or otherwise);
- Are not travelling with the intention of obtaining medical advice or treatment.

# DEFINITIONS

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

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

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

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

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

**Applicable Network** means the type of network assigned by **Sukoorn** as stated in the **Certificate of Insurance**.

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

**Certificate of Insurance** means the document which gives details such as, but not limited to, **Policyholder** name, Insurance Plan selected, Premiums, benefit limits, enclosed covers, extensions, exclusions and conditions.

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

**Country of Residence** means the country of which the Covered Person is a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country).

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

**Deductible or Excess** means a sum of money You or the **Insured Person** may be required to contribute to the amount of any claim as stated in the **Certificate of Insurance**.

**Emergency** means a health condition sustained as a result of sudden non excluded sickness or injury raising a legitimate professional concern that there may be significant medical problem necessitating treatment (medical or surgical) to be performed exclusively within the Territory of occurrence which cannot be delayed and which required immediate confinement to a facility followed by hospitalization or not.

**Emergency Sickness or Disease** means illness or disease contracted requiring treatment by a **Physician**, commencing or first manifesting itself during a **Trip** and while the **Policy** is in effect.

**Epidemic** means a contagious disease recognized by the World Health Organization (WHO) or an official government authority in your country of residence or your trip destination.

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

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

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

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

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

**Insured Event or Event** means an incident which in **Our** opinion is covered by this **Policy**.

**Insured Journey** means any trip which:

- a. Commences during the period of insurance;
- b. Is undertaken on **Your** behalf for a business/leisure purpose;
- c. Is authorized and paid by **You**;
- d. Begins and ends in the **Insured Person's Country of Residence**.

**Insured Person(s)** whether in the singular or the plural, masculine or feminine means the person(s) who come within the description of **Insured Person** stated in the **Certificate of Insurance**, who are nominated by **You** for whom premium has been paid.

**Loss** means the act or instance of losing and / or the disappearance of something cherished and / or a measurable reduction in some substance or process.

**Jurisdiction:** The onshore local courts of United Arab Emirates (which for the avoidance of doubt excludes Courts of DIFC/ADGM, any offshore and/or any other free zones authorities or Courts).

**Land/Sea Arrangement** means Pre-paid travel arrangements for a Scheduled tour, trip or cruise within the United Arab Emirates as arranged by a tour operator, travel agent, cruise line or other organization.

**Medically Necessary** means medical services or supplies which: (a) are essential for diagnosis, treatment, or care of the covered loss under the applicable benefit for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; (c) could not have been omitted without adversely affecting the insured person's condition or the quality of medical care rendered; and (d) is ordered by a Physician and performed under his or her care, provision, or order.

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

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

**Network** means a group of medical providers contracted by **Sukoon for the purpose of providing medical service.** Company may have more than one type of **network.**

**Non-Network** means Medical Service Providers that are not part of Sukoon **Network** or although are a part of Sukoon **Network** but are not part of the **Applicable Network** available.

**Necessary and Customary Charges** means a charge which:

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

**Pandemic** means an epidemic that is recognized as a pandemic by the World Health Organization (WHO) or an official government authority in your country of residence or your trip destination.

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

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

- a. The **Insured Person;** nor
- b. The **Insured Person's** Relative.

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

**Policy Effective Date** means the date at which the **Policy** incepts as defined in the **Certificate of Insurance.**

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

**Policy Period** means the time from the **Policy Effective Date** to the **Policy Expiry Date** as defined in the **Certificate of Insurance.**

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

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

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

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

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

**Relative** means the **Insured Person's spouse,** parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), halfbrother, half-sister, aunt, uncle, niece or nephew of the **Insured Person,** provided such person(s) reside(s) in the **Insured Person's Country of Residence.**

**Spouse** means the **Insured Person's** legally married husband or wife.

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

**Sukoon** means Oman Insurance Company P.S.C. ("Sukoon").

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

**Table of Benefits** means the benefits included and as defined in the **Certificate of Insurance.**

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

# BENEFITS

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

**Trip** means any Insured Journey during the Insured Period.

**Treatment** means any surgical, medical, pharmaceutical or other approach used to cure or rectify a insured member illness or injury which is deemed as being Medically Necessary and which must be legally permitted in the country where the Treatment was prescribed and covered under this contract.

**UAE** means United Arab Emirates.

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

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

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

## 1. Accidental Death

If a covered Injury results in death or dismemberment of an **Insured Person** within one hundred eighty (180) days after the date of the accident, Sukoon will pay the percentage Principal **Sum Insured** applicable to such **Insured Person** in accordance with the classification of **Insured Persons** as stated in **Certificate of Insurance**.

## Exposure

For the purposes of the Accidental Death and Dismemberment benefits above, a loss as described above resulting from such person being unavoidably exposed to the elements due to an Accident will be payable as if resulting from an Injury. Loss must occur within 180 days of the date of the accident.

## Disappearance

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

## 1.1 Specific Exclusions

In addition to the general exclusions listed in this **Policy**, this coverage section **Accidental Death and Dismemberment Including Paralysis** shall not cover:

- a. Loss caused directly or indirectly, wholly or partly by:
  - i. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
  - ii. Medical or surgical treatment except as may be necessary solely as a result of injury;
- b. Any bodily injury which shall result in hernia.

## 2. Emergency Accident & Sickness Medical Expenses

We will pay the Necessary and Customary charges for covered medical expenses incurred in the United Arab Emirates by You which are not due to a Preexisting Condition up to the maximum Aggregate Limit stated in the Certificate of Insurance for the treatment of an Emergency Injury or Sickness sustained by You while this Policy is in effect. In case of a contracted illness due to infectious disease (epidemic/pandemic) in any country other than the country where the Trip was originated, and following a positive diagnosis, we will pay for the necessary and customary charges occurred under Emergency Medical Expenses, up to AED 25,000.

### 2.1 Specific Limitation

Benefits will not be provided for any Loss or expense incurred after or upon return of the **Insured Person** to his **Country of Residence**.

### 2.2 Specific Definitions

**Covered Medical Expenses** means **Necessary and Customary Charges** incurred during a **Journey** by the **Insured Person** for services and supplies which are recommended by an attending **Physician**. They include:

- a. The services of a **Physician**;
- b. **Hospital** confinement and use of operating room including, x ray examinations or treatments and laboratory tests;
- c. Surgery;
- d. Anaesthetics (including administration);
- e. Ambulance services;
- f. Drugs, medicines, and therapeutic services and supplies.

### 2.3 Specific Extensions

**Pre-existing Medical Condition** exclusions as stated in 2.4(e) is not applicable, If any **Insured Person** is treated in **Emergency** room for any **Emergency Treatment**.

### 2.4 Specific Exclusions

Sukoon will not be liable to reimburse any Sum Insured for:

- a. Expenses which are not exclusively medical in nature;
- b. Expenses incurred for continuing treatment, including any medication

commenced prior to the commencement date of the **Journey**, which the **Insured Person** has been advised by a **Physician** to continue during the **Journey**;

- c. Expenses incurred when the **Insured Person** has travelled against the advice of a **Physician** or when the **Insured Person** is unfit on medical advice to undertake a **Journey**;
- d. **Pre-existing Medical Conditions**;
- e. Services, supplies, or treatment, including any period of hospital confinement, which were not recommended, approved, and certified as **Medically Necessary** by a **Physician**;
- f. Routine physicals or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a **Physician**;
- g. Elective, cosmetic, or plastic surgery, except as a result of an accident;
- h. Congenital anomalies and conditions arising out of or resulting there from;
- i. Expenses incurred in connection with weak, strained, or flat feet, corns, calluses, or toenails;
- j. The diagnosis and treatment of acne;

- k. Deviated septum, including sub mucous resection and/or other surgical correction thereof;
- l. Organ transplants that competent medical professionals consider experimental;
- m. Well child care including exams and immunizations;
- n. Expenses which are not exclusively medical in nature.
- o. Any expenses incurred in **Insured Person's Country of Residence**.
- p. Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless **Injury or Sickness** has caused impairment of vision or hearing; or
- q. Treatment provided in a government hospital or services for which no charge is normally made;
- r. Mental, nervous, or emotional disorders or rest cures;

### 3. Repatriation of Mortal Remains

**We** will reimburse benefits up to the amount stated in the **Certificate of Insurance** for covered expenses reasonably incurred to return **Your** body to **Your** Country of Residence if **You** die. Benefits will not exceed the maximum shown in the **Certificate of Insurance**.

**Covered Expenses** include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

### 3.1 Specific Definition

**Covered Expenses** means expenses for services provided and/or arranged by the **Assistance Provider** for the **Expatriation** of an **Insured Person**. **Covered Expenses** will include, but not be limited to, expenses incurred by the **Insured Person's** estate for services rendered by a mortician or undertaker, for the cost of a casket and for the embalming and/or the reasonable funeral and related costs if the **Insured Person** is buried or cremated at the place of death.

**Repatriation** means the necessary arrangements for the **Transfer** of the **Insured Person's** mortal remains and/or personal effects to the **Insured Person's** place of residence or the **Insured Person's** **Country of Residence** in the event of the **Insured Person's** death.

**Transfer** means the reasonable costs for scheduled **Common Carrier** transportation available and necessary for **Repatriation**.

### 3.2 Specific Exclusions

**We** will not be liable for expenses incurred for services provided by another party for which the **Insured Person** is not liable to pay, or any expenses already included in the cost.



# GENERAL EXCLUSIONS

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

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

# GENERAL PROVISIONS

trafficker, or purveyor of nuclear, chemical or biological weapons; or

20. Travel in, to, or through to any country not included in the **Policy**; or
21. Failure to obtain the required visa; or
22. Any costs incurred due to fluctuation in exchange rates.

## 1. Entire Contract

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

## 2. Consideration

This **Policy** is issued in consideration of the premium being paid in advance.

## 3. Age Limits

This **Policy** covers an Insured person who is between 2 months and 65 years of age.

## 4. Effective Date of Individual Insurance and Changes

The Persons eligible for inclusion as **Insured Persons** herein shall be persons designated on the **Certificate of Insurance**. The **Policy** takes effect on the date the Insured enters the **United Arab Emirates** and evidences such entry by a stamp from the appropriate immigration authority in their passport. After taking effect the **Policy** continues in effect until the expiry of the Period of Coverage stated in the **Policy**. Once a **Policy** is issued, it cannot be cancelled or refunded unless the insured persons petition for visit visa to the appropriate immigration official of the **United Arab Emirates** was rejected by the appropriate immigration official of the **United Arab Emirates** and by returning the original copy of the **Certificate of Insurance** prior to arrival in the UAE.

## 5. Termination Dates of Individual Insurance

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

- a. Date the Insured attains 65 years of age;
- b. The date the Insured person departs the United Arab Emirates and evidences such departure with a stamp in their passport from the appropriate immigration official of the United Arab Emirates;
- c. The date on which the Insured's United Arab Emirates visit visa expires
- d. The date the benefits are paid to the extent of the Sum Insured in respect of any Insured

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

## 6. Cancellation

The travel **Policy** you have purchased can only be cancelled at the sole discretion of Sukoon.

## 7. Claims Notification

It is a condition precedent to **Our** liability hereunder that written notice of claim must be given to **Us** immediately after the occurrence or commencement of any loss that may be covered by the **Policy** and in any event within seven (7) days thereafter.

## 8. Claim Forms

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

## 9. Loss Payable Clause

(Not applicable for Death and Disability claims) Any claim payable under this Certificate/Policy as per the terms and conditions thereof, will be paid to one of the following:

1. The Named Insured if he is a resident of UAE
2. To the local sponsor or the Broker, if the Named Insured is not residing in UAE and gives an NOC in their favor to the extent of claim payable, subject to a maximum of AED 50,000.
3. To close relatives of the Named Insured who is not residing in UAE and gives an NOC in their favor, subject to a limit of AED 10,000

## 10. Medical Examination

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

## 11. Payment of Claims

If We pay a claim under this **Policy** and You accept the payment, We will not have to make any further payments for the same claim. All payments made by us in good faith will discharge us to the extent of such payment. Any payment for **Accidental Death** becoming due hereunder shall be payable to the legal **Beneficiary**.

**12. Interest on the Benefit We Pay**  
We will not pay interest on any benefit We pay.

## 13. Legal Actions

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

If We disclaim liability to You or any **Insured Person** for any claim, and if You do not notify Us within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this **Policy**.

## 14. Compliance with Policy Provisions

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

## 15. Fraudulent and/or Dishonest and/or Deceitful Claim(s)

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

## 16. Conditions Precedent to Liability

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

## 17. Governing Laws & Jurisdiction

This **Policy** shall be governed by the federal laws of United Arab Emirates (which for the avoidance of doubt excludes the laws of the DIFC or the ADGM or of any offshore and/or any other free zone authorities). A dispute between the Insurer and the **Policyholder** regarding any aspect of this **Policy** will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates.

## 18. Other Insurance

If at the time of a claim there is another insurance **Policy** or other contract in Your name which covers the **Insured Person** for the same expense or loss, We will only pay Our share of the claim. This does not apply

to, **Accidental Death, Dismemberment** which We will pay in full, subject to other provisions of this **Policy**.

## 19. Other Interest

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

## 20. Designation or Change of Beneficiary

The right of designation or change of Beneficiary is reserved to the **Insured Person**. No designation or change of Beneficiary under the Policy shall be binding upon the custodian of Beneficiary records. Sukoon assumes no responsibility for the validity of such designation or change of **Beneficiary**. Consent of **Beneficiary**, if any, shall not be requisite to change of **Beneficiary** or to any other changes in this Policy.

## 21. Sanction

Sukoon shall not provide cover and Sukoon shall not 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 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 / or all other jurisdictions where Sukoon transacts its business.

## 22. 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.

## 23. Not in Lieu of Worker's Compensation

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

## 24. Language

A copy of the Arabic terms and conditions is available upon request. In case of differences over the interpretation of the **Policy**, the Arabic text shall prevail.

## 25. 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 Sukoon pays a claim, your VAT registration status will determine the amount we pay you.

When you are:

1. 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;
2. 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.

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08/2022

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