



Life Insurance

# Policy Life Protect Plus

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# 1 Preamble

## Subject Matter of the Policy

The Application Form, the Policy Schedule, this document and any annexed Endorsements are deemed to constitute the contract of insurance and must be read together as “the Policy”.

WHEREAS the Insured has made to “AXA Insurance (Gulf) B.S.C. (c)” (hereinafter called “the Company”) a written proposal and declaration which together with information or particulars supplied to the Company by the Insured shall be the basis of this Contract and be considered as incorporated herein.

It is hereby agreed that in consideration of the payment of Premium, the Company agrees to provide the Benefits as stated in the Policy Schedule, or in any Endorsements attached hereto, provided that this Policy shall remain subject to the terms and conditions, exceptions and exclusions stated and attached hereto and any conditions and provisions endorsed or written hereon and signed for the Company as being relevant hereto.

# 2 Definitions

For the purpose of this Policy, the terms used herein shall have the following meaning unless specifically stated otherwise.

## Accident or Accidental

An unexpected, unforeseen, unplanned event caused by violent, sudden, external and accidental means, which is not planned.

## Accidental Death

Death due to direct consequence of an Accident and occurring during the period of 90 (ninety) days from the date of Accident.

## Activities of Daily Living

- Dressing: The ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances;
- Feeding: The ability to feed one-self once food has been prepared and made available;
- Mobility: The ability to move indoors from room to room on level surfaces;
- Toileting: The ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a

satisfactory level of personal hygiene;

- Transferring: The ability to move from a bed to an upright chair or wheelchair and vice versa;
- Washing: The ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.

## Application Form

The form the Insured completes for the purpose of Life Insurance.

## Beneficiary

The person(s) chosen by the Insured to receive the Policy Benefit in case of his/ her death.

## Clause

A statement shown as a term or condition of the Policy.

## Date of Loss

- For Death claims: the date of death of the Insured.
- For Permanent Total Disability and Critical Illness claims: the date of Diagnosis of disability/ Critical Illness.

The Date of Loss for any claim shall not precede the Effective Date.

## Deferred Period

For the Critical Illness Benefit: The period during which no Benefits will be payable if symptoms first appear or the condition first occurs or is first diagnosed within 90 (ninety) days from the Effective Date.

A claim is automatically turned down if Date of Loss is within the Deferred Period.

## Diagnosis or Diagnosed

The definitive diagnosis made by a Medical Practitioner as herein below defined, based upon such specific evidence, as referred to herein below in the definition of the particular Critical Illness/ Disability concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such diagnosis must be supported by the Company’s medical director who may base his opinion on the medical evidence submitted by the Insured and / or any additional evidence that he may require.

In the event of any dispute or disagreement regarding the appropriateness or correctness of the

diagnosis, the Company shall have the right to call for an examination, of either the Insured or the evidence used in arriving at such diagnosis, by an independent acknowledged expert in the field of medicine concerned, selected by the Company and the opinion of such expert as to such diagnosis shall be binding on both the Insured and the Company.

### Effective Date

The inception date of the Policy and is either the date of the Application Form, medical examination report, medical underwriting decision, or Premium payment, whichever occurs later.

If the Policy is assigned to a Loan then the Effective date would be the loan commencement date.

### Endorsement

A written document issued by the Company amending or explaining the Policy terms and conditions or Policy Schedule which is attached to or endorsed on to the Policy.

### Expiry Date

The date, mentioned on the Policy Schedule, on which the coverage terminates under this Policy.

If the Policy is assigned to a Loan then the Expiry date would be the loan termination date.

### Grace Period

A period of 90 (ninety) days after the premium due date allowed for payment of due premium, during which the cover will remain in force.

### Hospital

An establishment which shall meet all of the following requirements:

- a. holds a license as a Hospital, if licensing is required in the country or governmental jurisdiction;
- b. operated primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- c. provides a 24-hour a day nursing service by registered or graduate nurses;
- d. has a staff of one or more physicians available at all times;
- e. provides organized facilities for Diagnosis and major surgical procedures;
- f. is not primarily a clinic, nursing, rest or

convalescent home or similar establishment and, other than incidentally, a place for alcoholics or drug addicts;

- g. maintains X-ray equipment and operating room facilities.

### Insured

The person who submits the Application Form to the Company, and is responsible for the Premium payments; and who is covered under this Policy and upon whose life the Policy Benefits are payable as defined in the Policy Schedule.

### Medical Practitioner

A medical doctor, acceptable to the Company, with a recognized degree in medicine who is legally authorized to practice medicine and/or surgery in his country of residence and is not the Insured or any person related by blood, married to the Insured, the employer or employee of the Insured.

### Period of Insurance

The period of insurance as mentioned in the Policy Schedule for which Premiums are fully paid or agreed to be paid by the Insured and are accepted by the Company. This period

starts on the Effective Date and continues until the Expiry Date.

### Permanent Total Disability (PTD)

Permanent total and absolute disability as a result of an Accident & Sickness occurring prior to attainment of age of 70 (seventy) years of the Insured which entirely prevents the Insured from performing his/her own occupation or any other occupation for which he/she is reasonably suited by reason of education, experience and training.

If at the time of the loss, the Insured is unemployed, PTD means the Permanent and Total inability to perform, without assistance of a third person, at least 4 (four) of the Activities of Daily Living.

By inclusion of the word 'Permanent', it is understood that the disability lasts for 12 (twelve) calendar months and, at the expiry of that period, is beyond expectation of improvement.

Notwithstanding, the following instances of 'disabilities' are considered to be of 'permanent and total' in nature.

- Total and irrevocable loss of sight of both eyes

- Complete and permanent deafness of both ears of traumatic origin
- Loss of speech of traumatic origin
- Removal of lower jaw
- Loss of both arms or both hands
- Loss of both legs or both feet
- Loss of one arm and one leg
- Loss of one arm and one foot
- Loss of one hand and one foot
- Loss of one hand and one leg
- Total paralysis of four limbs

### Policy

This document (Policy terms and conditions), any supplementary contracts or Endorsements herein, any amendments hereto signed by AXA Insurance (Gulf) B.S.C (c), the Policy Schedule and the Application Form signed by the Insured, which shall together constitute the entire contract between the parties.

### Policy Schedule

An integral part of this Policy which provides details such

as the amounts of Benefits, Premiums payable, Period of Insurance and any other limitations/ particular conditions.

### Pre-Existing Disease/ Condition

Illness, disease or sickness occurring or manifesting or symptoms arising prior to the Effective Date, for which advice or treatment was sought or obtained from a medical practitioner, or any other medical facility of a similar kind.

### Premium

The amount of money payable by the Insured on the Premium Due Date to the Company, in consideration of the insurance cover.

### Premium Due Date

The date shown in the policy schedule at which premium is first due. Subsequent payments are due at an amount and frequency shown in the policy schedule.

### Sickness

An unexpected illness requiring medical attention and arising out of an unexpected cause.

### Sum Insured

The amount mentioned in the Policy Schedule which is

payable under the Benefit at the time of loss.

### Survival Period

For the Critical Illness Benefit: The period during which no Benefits will be payable if death occurs within 30 (thirty) days from the Date of Loss.

### The Company

AXA Insurance (Gulf) B.S.C. (c) or its successors in title.

### War or Warlike Operations

War or warlike operations (whether war be declared or not), invasion, act of foreign enemy, hostilities, civil war, civil commotion, rebellion, revolution, insurrection, conspiracy, military or usurped power, riot or strike or mutiny, martial law, state of siege, civil war, terrorism act, shelling, sniping, ambushes, and all acts of similar nature; or any period the Insured is serving in the Armed Forces of any country, whether in peace or war.

## 3 Benefits

The following benefits are covered only if they are specifically included in the Policy Schedule:

### SECTION 1 – DEATH ANY CAUSE BENEFIT (DAC)

The Company shall pay the death benefit as specified in the Policy Schedule in the event of the Insured's death due to Accident or Sickness, provided that such death is not a direct or indirect result of a risk excluded in "6. Exclusions" – Section 1.

### SECTION 2 - ACCIDENTAL DEATH BENEFIT (ADB)

The Company shall pay the Accidental Death Benefit as specified in the Policy Schedule in the event of Accidental Death, provided that such death is not a direct or indirect result of a risk excluded in "6. Exclusions" - Sections 1 and 2.

### SECTION 3 - PERMANENT TOTAL DISABILITY BENEFIT (PTD)

The Company shall pay the Permanent Total Disability Benefit as specified in the Policy Schedule in the event of Permanent Total Disability due to Accident & Sickness, provided that such disability is not a direct or indirect result of a risk excluded in "6. Exclusions" - Sections 1 and 3.

### SECTION 4 – CRITICAL ILLNESS BENEFIT DUE TO SICKNESS (CI)

In the event of the Insured being Diagnosed with one or more of the Critical Illnesses covered hereunder and arising out of a Sickness not specifically excluded under this Policy, after the Deferred Period and during the Period of Insurance, the Company shall pay the Benefit as specified in the Policy Schedule.

Critical Illness Benefit is payable only once, as a lump sum for 100% (one hundred %) of the Sum Insured amount up to a maximum amount of 210,000 (two hundred ten thousand) Riyal Omani.

This Benefit is subject to the Deferred Period and Survival Period defined in this document.

Critical Illness Benefit is an additional benefit. Payment of any of the Critical Illnesses covered under the Policy will not terminate the Policy.

### The complete list of the covered Critical Illnesses is set out below:

#### 1. Cancer:

Cancer is a malignant tumor characterized by the uncontrolled

growth and spread of malignant cells with invasion and destruction of normal tissue. The term cancer includes leukemia, lymphoma, sarcoma, and Hodgkin's disease. The cancer must require treatment by surgery, radiotherapy, or chemotherapy. The diagnosis must be confirmed with a valid pathology report and a report from an approved specialist.

### THE FOLLOWING CANCERS ARE EXCLUDED:

- a. ALL TUMORS WHICH ARE HISTOLOGICALLY DESCRIBED AS BENIGN, PRE-MALIGNANT, BORDERLINE MALIGNANT, LOW MALIGNANT POTENTIAL, OR NON-INVASIVE;
- b. ANY LESION DESCRIBED AS CARCINOMA IN-SITU (TIS) OR TA BY THE AJCC SEVENTH EDITION TNM CLASSIFICATION;
- c. ALL NON-MELANOMA SKIN CANCERS;

- d. ALL TUMORS OF THE PROSTATE UNLESS HISTOLOGICALLY CLASSIFIED AS HAVING A GLEASON SCORE GREATER THAN 6 (SIX) OR HAVING PROGRESSED TO AT LEAST CLASS T2N0M0 BY THE AJCC SEVENTH EDITION TNM CLASSIFICATION;
- e. ANY MELANOMA THAT IS LESS THAN OR EQUAL TO 1.0 (ONE) MM IN THICKNESS AND DESCRIBED AS T1AN0M0 BY THE AJCC SEVENTH EDITION TNM CLASSIFICATION;
- f. EARLY THYROID CANCERS THAT ARE LESS THAN OR EQUAL TO 2 (TWO) CM IN DIAMETER AND HISTOLOGICALLY DESCRIBED AS T1N0M0 BY THE AJCC SEVENTH EDITION TNM CLASSIFICATION;
- g. ANY FORM OF CANCER IN THE PRESENCE OF HIV INFECTION, INCLUDING BUT NOT LIMITED TO,

LYMPHOMA OR  
KAPOSI'S SARCOMA.

## 2. Coronary Artery By-Pass Surgery:

The actual undergoing of open-heart surgery requiring thoracotomy and sternotomy (surgery to divide the breastbone) to correct narrowing or blockage of one or more coronary arteries with insertion of by-pass graft(s). Preoperative angiographic evidence of more than 50% (fifty %) coronary artery obstruction must be provided, positive angiographic evidence of the underlying disease must be provided and the procedure must be considered medically necessary by a consultant cardiologist.

THE FOLLOWING OPERATIONS ARE EXCLUDED:

- a. BALLOON ANGIOPLASTY (PTCA), HEART CATHETERIZATION, LASER RELIEF, ROTABLADE, STENTING AND ALL OTHER INTRA-ARTERIAL CATHETER BASED TECHNIQUES;

- b. KEY-HOLE CORONARY ARTERY BY-PASS SURGERY.

## 3. Heart Attack (Myocardial Infarction):

Death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area as a consequence of coronary artery disease. The diagnosis must be supported by all three of the following criteria and be diagnostic of a new definite acute myocardial infarction:

- a. Symptoms clinically accepted as consistent with the diagnosis of an acute myocardial infarction; and
- b. New characteristic electrocardiographic changes, i.e. ST-T Changes or new Left Bundle Branch Block or new Pathological Q Wave; and
- c. The characteristic rise above accepted normal values of biochemical cardiac specific markers such as CKMB or cardiac troponins. i.e. Troponin T > 1.0 ng/ml; AccuTnI > 0.5 ng/ml.

Heart attack occurring during a coronary intervention must have a cardiac troponin level that is at least 3 (three) times increased above the laboratory reported upper normal value.

ANGINA AND ALL OTHER FORMS OF ACUTE CORONARY SYNDROMES ARE NOT COVERED. NON-ST SEGMENT ELEVATION MYOCARDIAL INFARCTION (NSTEMI) WITH ELEVATION OF TROPONIN I OR T IS EXCLUDED.

## 4. Kidney Failure (End Stage Renal Failure):

End stage renal failure due to total, chronic and irreversible failure of both kidneys to function; as a result of which regular dialysis or kidney transplantation is necessary. Continuous renal dialysis must be instituted and the dialysis must be deemed medically necessary by a certified nephrologists.

ACUTE REVERSIBLE KIDNEY FAILURE THAT ONLY NEEDS TEMPORARY RENAL DIALYSIS IS NOT COVERED.

## 5. Major Organ Transplant:

The actual undergoing, as a recipient of, a transplant of a heart, lung, liver, pancreas, or kidney. Bone marrow transplant is also covered if the Insured has undergone the transplant and a specialist confirms that the bone marrow transplant was medically necessary. This transplantation must have been deemed medically necessary to treat the irreversible end-stage failure of the relevant organ or bone marrow.

TRANSPLANTS OF ANY OTHER ORGAN NOT SPECIFIED HEREIN, PARTS OF ORGANS, TISSUE OR CELLS (SUCH AS BUT NOT LIMITED TO STEM CELL TRANSPLANTS AND ISLET CELL TRANSPLANTS) ARE EXCLUDED.

## 6. Stroke:

Stroke is defined as a cerebrovascular incident resulting in irreversible death of brain tissue due to intracranial hemorrhage or due to embolism or thrombosis in an intra-cranial

vessel. This event must result in permanent neurological functional impairment with objective neurological abnormal signs on physical examination by a neurologist at least 3 (three) months after the event. The diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new stroke.

THE FOLLOWING ARE EXCLUDED:

- a. TRANSIENT ISCHAEMIC ATTACKS (TIA);
- b. BRAIN DAMAGE DUE TO AN ACCIDENT OR INJURY;
- c. DISORDERS OF THE BLOOD VESSELS AFFECTING THE EYE INCLUDING INFARCTION OF THE OPTIC NERVE OR RETINA;
- d. ISCHAEMIC DISORDERS OF THE VESTIBULAR SYSTEM;
- e. ASYMPTOMATIC SILENT STROKE FOUND ON IMAGING.

## SECTION 5 – PASSIVE WAR RISK COVER (PWR)

Provided specifically included in the Policy Schedule and in partial waiver of exclusion “6. Exclusions” – Section 1(a), if an Insured Borrower dies or becomes disabled as a direct or indirect consequence of War or Warlike Operations as an innocent bystander, provided that the Insured Borrower did not intentionally entered the immediate area of hostilities, the Company’s liability under this Policy for the Insured Borrower shall be limited to the Life Benefit and/or disability benefit(s) specifically designated in the Policy Schedule as benefiting from this provision. However, Passive War Risk Cover will not apply and no benefits will be paid if at the time of occurrence, the Insured Borrower was:

- a. travelling to a country after war has been declared in that country;
- b. taking any active part (including defensive acts) in any of the events considered as War or Warlike Operations;
- c. an active member of any military forces such

as army, navy, and air-force, territorial army, police, and any other special forces activated by government or other public authorities to defend law and order or any person who takes up arms in an active or defensive role;

- d. manipulating as part of his/her job military weapons or explosive.

Notwithstanding anything to the contrary under this Policy, the total amount of the Company’s liability for the Passive War Cover shall not exceed in any case the maximum amount stated in the Policy Schedule.

# 4 Conditions & Provisions

The Policy Terms and Conditions are written in English and Arabic. In the case of any conflict between the two versions the Arabic version shall prevail.

## SECTION 1 - CONTRACT

This Policy, including the attached terms and conditions, the Application Form, which shall be the basis and incorporated herein as an integral part of this Contract, and any Endorsements and any amendments signed by AXA Insurance (Gulf) B.S.C (c) , if any, shall constitute the entire Contract between the parties hereto. All statements made by the Insured shall, in the absence of fraud, be deemed representations and not warranties.

No agent but only a duly authorized officer of the Company has the power on behalf of the Company to extend the time for the payment of Premium or in any way to modify this Contract.

## SECTION 2 - POLICY CURRENCY

Omani Riyals (OMR).

## SECTION 3 - DURATION AND RENEWAL

This Policy is valid for the

period stated in the Policy Schedule, however the Critical Illness Benefit has a maximum duration of 5 (five) years and is renewable thereafter.

## SECTION 4 - AGE LIMITS

- Minimum age at entry: 18 (Eighteen) years
- Maximum age at entry: 69 (Sixty-Nine) Years
- Maximum age at coverage: 70 (Seventy) Years

## SECTION 5 - AGE CORRECTION

If only the year of birth of an Insured is provided to the Company then the date of birth for the sake of this Policy shall be January 1st of such Insured’s year of birth unless it is mentioned and confirmed by the Insured’s passport or National ID.

## SECTION 6 - ASSIGNMENT

The Insured can assign this Policy, its rights and obligations to another party by a written request. At time of claim, if the payable claim amount is higher than the value of the assignment, then the remaining amount shall be paid to the nominated Beneficiary(ies).

## SECTION 7 - PREMIUM PAYMENT, PREMIUM RATES AND ADJUSTMENTS

The Premium payable is as set out in the Policy Schedule. The Premium is due and payable for the entire period in advance on the Effective Date or as agreed with the client at time of Policy inception.

## SECTION 8 - CANCELLATION

The Policy may be cancelled at any time by the Insured by registered letter/email.

Upon the cancellation, policy holders are eligible for a refund (as per the refund formulas). The policyholder must initiate the cancellation request as per the AXA policy Cancellation Form and submit it to the Company.

The cancellation shall take effect on receipt of the notice of cancellation sent by registered mail/email. However, the Company will still be liable for any valid claim originating prior to the effective date of the cancellation.

The refund premium in case of cancellation of the policy will be calculated as per the following Formulas:



For Single Premium:

Premium Refund = 90%  
Single Premium paid X  
(Remaining Policy period/  
Total Policy period)

For Annual Premium:

Premium Refund = 90%  
Annual Premium paid X  
(remaining number of days  
until next due premium date  
/365)

For Monthly Premium:

Premium Refund = 0.  
Policyholder remains  
covered until the next due  
premium date.

The month in which the  
refund request is made shall  
be treated into the complete  
period of policy.

### **SECTION 9 - TERMINATION OF POLICY BENEFITS**

Insurance Cover for the  
Insured shall terminate  
immediately on the earliest  
of:

- a. The date the Benefits are paid to the extent of the Sum Insured;
- b. Upon termination of the Policy by normal expiry.
- c. Upon cancellation of the Policy before Expiry Date.

- d. If Premium is not paid within the Policy Grace Period

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

### **SECTION 10 - CHANGE IN RESIDENCE WHILST ON COVER**

Coverage will continue as long as the Insured is resident in Sultanate of Oman.

The Insured shall immediately give written notice to the Company if the Insured has moved his residency to another country.

### **SECTION 11 - COMPLIANCE WITH POLICY PROVISIONS**

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

### **SECTION 12 - ARBITRATION**

All differences arising out of this Policy shall be referred to a single Arbitrator to be appointed in writing by the parties in accordance with the applicable laws in force at the time.

In all other respects, the Arbitration shall be subject to the statutory provisions relating to arbitration of the Sultanate of Oman. Unless

and until an award has been made, no action or other legal proceedings shall be commenced in respect of any claim under or by virtue of this Policy.

If the Company shall disclaim liability to the Insured for any claim hereunder, and if such claim has not been referred to Arbitration under the provisions herein contained, within 12 (twelve) calendar months from the date of this disclaimer; then the claim shall be deemed to have been abandoned, and shall not thereafter be recoverable under this Policy.

### **SECTION 13 - JURISDICTION**

This Agreement is governed by the Law of Sultanate of Oman, and all claims and/or disputes shall be adjudicated by the Courts of competent jurisdiction in the said Sultanate.

### **SECTION 14 - FRAUD, INCONTESTABILITY CLAUSE**

Provided the Insured survives for more than 12 months from the Policy Issue Date or any subsequent date on which a personal statement of health was made by the Insured and accepted by the insurance company

("the subsequent date"), the insurance company will not contest the Death Benefit and any attached supplementary benefits (e.g. Disability, Critical Illness) under the Policy of the Insured on the basis of incorrect declaration except for fraud of those falling under the below two provisions.

If the circumstances in which the protection benefits were granted are found to be materially altered without the written consent of the insurance company, the protection benefits under the policy shall become null and void at the discretion of the insurance company.

For e.g. Any alteration in underwriting or claims related information/ documents or any fabrication of any documents relevant to policy/claim – having an impact on underwriting.

If any claim under the policy is in any way fraudulent or unfounded, all protection benefits under the policy shall be forfeited.

For e.g. Disability prior to policy inception, Insured on already on "death bed", Insurance Application on sick lives or terminally ill patients.

### **SECTION 15 - CONFORMITY WITH STATUTES**

Any provision of the Policy which, on the Effective Date, is in conflict with laws of the jurisdiction in the Sultanate of Oman be amended to conform to the minimum requirements of such laws.

### **SECTION 16 - LEGAL ACTIONS**

No action at law or in equity shall be brought to recover under the Policy prior to the expiration of 60 (sixty) days after written evidence of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after expiration of 1 (one) year of furnishing the written evidence of loss.

### **SECTION 17 - TERRITORIAL LIMITS**

As specified in the Policy Schedule.

### **SECTION 18 - TAX**

You accept and agree to pay any taxes on this Policy, in compliance with the laws and regulations applicable in the territory of sale, including but not limited to value added tax ("VAT"), which are due on Your Policy, within fifteen working days from the date of request to pay by the Company.

The Company will contact You in the event that VAT is applicable to Your Policy.

Failure by You to pay any applicable taxes may result in Your Policy being rendered null and void or cancelled at the Company's discretion.

# 5 Claims

## In case of claims, please contact:

1. By email:  
OmanLifeClaims@axa-gulf.com
2. By telephone: +968  
24400106
3. By Courier: AXA  
insurance Gulf BSC  
(c), PO Box 1276, PC  
112, Ruwi, Sultanate of  
Oman)

## SECTION 1 - NOTICE OF CLAIM

Upon happening of any incident which may give rise to a claim under this Policy, the Insured or his/her legal representatives shall give notice to the Company as soon as possible but, in any case, within three hundred sixty five (365) days of such occurrence.

No claim will be payable if notice is given after three hundred sixty five (365) days or later from the Date of Loss (date of death, diagnosis of disability or Critical Illness).

## SECTION 2 - SUBSTANTIATION OF A CLAIM AND MEDICAL REQUIREMENTS

- a. All medical reports, certificates, information and evidence as required by the

Company shall be furnished at the expense of the Insured or his/her legal personal representatives, and shall be in such form and of such a nature as the Company may prescribe;

- b. The Company shall not be liable unless after Accident or Sickness, the Insured shall procure and act upon proper medical advice;
- c. The Insured, as often as required, shall submit to medical examination on the advice of the Company at their expense;
- d. The Company, in case of death of the Insured shall, at their expense, be entitled to arrange, according to the applicable law, an inquiry, including a post mortem.

## SECTION 3 - PROOF OF LOSS

All claim documents shall be submitted to the Company as soon as possible but in any case no later than one hundred eighty (180) days from the date of notification (Notice of Claim). Additionally, the Company is entitled to obtain any further

information/documents as it may reasonably require. The Company may also, at its discretion, require the documents to be authenticated by the concerned authorities.

## SECTION 4 - CLAIMS DOCUMENTATION

Following are the indicative list of documents required to support the claim in respect of the various benefits:

For Death Any Cause Benefit (DAC) and Accidental Death Benefit (ADB)

- a. Death Claim Form
- b. The original Policy document
- c. Death Certificate stating the cause of death
- d. Death Notification stating the cause of death
- e. If death is overseas: original attested Death Certificate (must be attested by the relevant Embassy in the Sultanate of Oman)
- f. Police Report (if death was due to Accident)
- g. Medical/Hospitalization report with detailed diagnosis and cause of death

- h. Post-Mortem Report (if it is legally required)
- i. Clear copy of National Identity document or Passport with residence visa page for the deceased
- j. Clear copy of National Identity document or Passport with residence visa page for the claimant
- k. Any other document as the Company may deem necessary

## For Permanent Total Disability Benefit

- a. Disability Claim Form
- b. The original Policy document
- c. Disability Certificate from a Medical Practitioner or a medical board authorized to assess disability
- d. Medical report from an authorized Medical Practitioner with detailed diagnosis, cause of disability, onset of accident and details of treatment given
- e. To prove 'Permanent Disability': a Medical report or Disability Certificate from an authorized Medical Practitioner or a medical

board authorized to assess disability after 12 (twelve) months from original date of disability.

- f. Policy Report (if disability is due to an Accident).
- g. If disability was confirmed overseas, then Disability Certificate/Report must be attested by the relevant Embassy in the Sultanate of Oman OR provide another Disability Certificate/ Report from Sultanate of Oman
- h. Clear copy of National Identity document or Passport with residence visa page for the Insured
- i. Clear copy of National Identity document or Passport with residence visa page for the claimant (if different from the Insured)
- j. Any other document as the Company may deem necessary

## For Critical Illness Benefits

- a. Critical Illness Claim Form
- b. The original Policy document
- c. Medical/Hospitalization

Report from a licensed Medical Practitioner with detailed diagnosis of the Critical Illness, including cause and date of onset of ailment that led to the Critical Illness

- d. Confidential Medical Questionnaire (on AXA format)
- e. If Critical Illness was confirmed overseas, then Medical/Hospital Report must be attested by the relevant Embassy in the Sultanate of Oman OR provide another Medical/ Hospital Report from Sultanate of Oman
- f. Clear copy of National Identity document or Passport with residence visa page for the Insured
- g. Clear copy of National Identity document or Passport with residence visa page for the claimant (if different from the Insured)
- h. Any other document as the Company may deem necessary

**Documents may be required to be produced in original form for verification before the final settlement of claim.**

## SECTION 5 - BENEFICIARIES

Claims Benefits amounts are payable by the Company:

- a. For Disability/Critical Illness: to the Insured himself/herself.
- b. For Death: to the beneficiary(ies) stated in the Application Form/ Endorsements (if any), whichever occurs later.

## SECTION 6 - INDEMNITY

The Insured agrees to indemnify and hold harmless the Company of and from the Insured/Beneficiaries or his/her legal/personal representative(s) claims, demands, losses, causes of action, damage, lawsuits, judgments, including reasonable attorney's fees and costs, but only to the extent caused by, arising out of, or relating to paying claims under this Policy to the Insured/Beneficiaries.

## SECTION 7 - CLAIM PAYMENT

The Company will pay the benefits as soon as it has satisfied itself of the validity of the claim with the documents submitted.

## SECTION 8 - PROOF OF AGE

Evidence of age of the Insured satisfactory to the Company will be required before any Benefit in respect of him/her is paid under this Policy. If after the Effective Date of the Policy the Insured's date of birth proves to have been incorrectly notified to the Company, the Company shall notify the Insured of the adjustments to be made, if any, under the Policy in respect of such incorrect notification.

## SECTION 9 - AGE LIMITS

The Insured should be within the Age Limit as specified in the Policy Schedule in order to submit a claim under this Policy.

## SECTION 10 - GEOGRAPHICAL LIMIT

Means Worldwide.

# 6 Exclusions

## SECTION 1 - EXCLUSIONS APPLICABLE TO ALL BENEFITS

THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM FOR DEATH OR DISABILITY OR CRITICAL ILLNESS DIRECTLY OR INDIRECTLY OCCASIONED THROUGH OR RESULTS FROM OR CAUSE BY:

### a. WAR EXCLUSION

WAR OR WAR-LIKE OPERATIONS.

### b. ATOMIC, BIOLOGICAL AND CHEMICAL EXCLUSION

ACCIDENTAL OR DELIBERATE SPREAD OR USE OF ATOMIC, BIOLOGICAL OR CHEMICAL MATERIAL INCLUDING DEATH OR DISABILITY OR CRITICAL ILLNESS DIRECTLY OR INDIRECTLY CAUSED BY, RESULTING FROM, OR IN CONNECTION WITH ANY ACTION TAKEN IN CONTROLLING, PREVENTING, SUPPRESSING OR IN ANY WAY RELATING TO ANY EVENT WHERE ATOMIC, BIOLOGICAL OR CHEMICAL MATERIAL IS INVOLVED.

### c. CRIMINAL ACTS EXCLUSION

ANY UNLAWFUL OR CRIMINAL ACT COMMITTED BY THE INSURED OR COMMITTED BY THE BENEFICIARY(IES), CLAIMING THROUGH OR UNDER HIM/HER.

### d. DELIBERATE EXPOSURE TO DANGER

DELIBERATE EXPOSURE TO EXCEPTIONAL DANGER; EXCEPT IN AN ATTEMPT TO SAVE A HUMAN LIFE OR IN SELF DEFENCE.

### e. PRE-EXISTING CONDITIONS

ANY PRE-EXISTING DISEASE/ CONDITIONS AS DEFINED UNDER "2. DEFINITIONS" HEREOF UNLESS EXPLICITLY DECLARED AT THE TIME OF POLICY ISSUANCE AND ACCEPTED BY THE COMPANY.

ANY CLAIM ARISING OUT OF COVID-19 WITHIN 90 (NINETY) DAYS FROM THE EFFECTIVE DATE IS AUTOMATICALLY TURNED DOWN (REJECTED).

FOR ANY TERM BELOW OR EQUAL TO 144 MONTHS AND FOR ANY

INSURED WITH SUM INSURED OF 60,000 (SIXTY THOUSAND) RIYAL OMANI OR LESS AND BEING OF AGE 45 (FORTY FIVE) YEARS OR LESS; THE CLAIM IS AUTOMATICALLY TURNED DOWN (REJECTED) IF IT IS ARISING OUT OF THE FOLLOWING MEDICAL CONDITIONS WITHIN 90 (NINETY) DAYS FROM THE EFFECTIVE DATE:

- CANCER
- HEPATITIS C
- HISTORY OF: ISCHEMIC HEART DISEASE AND/ OR CARDIOMYOPATHY AND/ OR VALVULAR DISEASE AND/OR ANGINA AND/OR ATHEROSCLEROSIS AND/OR HEART ATTACK AND/OR HEART FAILURE AND/OR TRANSIENT ISCHEMIC ATTACKS
- RENAL DIALYSIS

### f. SUICIDE

SUICIDE, ATTEMPT SUICIDE, SELFDESTRUCTION OR SELF-INFLICTED INJURY, WHILE SANE OR INSANE DURING THE FIRST 12 MONTHS FROM THE POLICY INCEPTION DATE.

**g. FLYING RISK**

AVIATION, GLIDING OR ANY FORM OF AERIAL FLIGHT OTHER THAN AS A PASSENGER IN A FULLY LICENSED PASSENGER CARRYING AIRCRAFT, PROVIDED THAT THE TERM "PASSENGER", FOR THE PURPOSE OF THIS POLICY, SHALL NOT INCLUDE ANY PERSON WHO IS A MEMBER OF THE CREW OF THE AIRCRAFT OR WHO IS IN SUCH AIRCRAFT FOR THE PURPOSE OF UNDERTAKING ANY TECHNICAL OPERATION THEREIN.

**h. HAZARDOUS SPORTS AND ACTIVITIES**

ANY ADVENTURE, DANGEROUS OR HAZARDOUS SPORTS OR ACTIVITIES SUCH AS BUT NOT LIMITED TO PARACHUTING, MOUNTAINEERING OR ROCK CLIMBING (WITH USE OF ROPES OR GUIDES), POTHOLING, WINTER SPORTS (OTHER THAN CURLING OR SKATING), BUNGEE JUMPING, DIVING WITH SCUBA APPARATUS, WATER SKIING, HUNTING, SHOW-JUMPING,

STEEPLE CHASING; THE PROFESSIONAL PRACTICE OR PARTICIPATION IN ANY SPORT; RIDING OR DRIVING IN ANY KIND OF RACE OR ENDURANCE TEST.

**i. FAILURE TO FOLLOW MEDICAL ADVICE**

DELIBERATE FAILURE TO FOLLOW MEDICAL ADVICE OR TREATMENT.

**j. HIV AND AIDS**

ANY LOSS OCCASIONED BY OR HAPPENING THROUGH HUMAN IMMUNO VIRUS (HIV) INFECTION, ACQUIRED IMMUNO DEFICIENCY SYNDROME (AIDS) OR AN AIDS RELATED CONDITION.

**k. ABORTION**

ANY LOSS DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO, AGGRAVATED BY ABORTION.

**l. DRUGS AND ALCOHOL**

ANY LOSS DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO, AGGRAVATED BY ALCOHOL OR WILLFUL MISUSE OF DRUGS.

**m. GROSS NEGLIGENCE**

ANY LOSS DIRECTLY OR

INDIRECTLY CAUSED BY, CONTRIBUTED TO, AGGRAVATED BY GROSS NEGLIGENCE.

**n. NON-DISCLOSURE OR MISREPRESENTATION**

ANY CLAIMS ARISING FROM NON-DISCLOSURE OR MISREPRESENTATION IN THE APPLICATION FORM, DECLARATION OF HEALTH, ANY QUESTIONNAIRE AND/OR ANY OTHER DOCUMENT.

**SECTION 2 - EXCLUSIONS APPLICABLE TO THE ACCIDENTAL DEATH BENEFIT ("3. BENEFITS" - SECTION 2)**

THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM FOR:

- a. GENERAL EXCLUSIONS AS STATED IN "6. EXCLUSIONS" - SECTION 1.
- b. MEDICAL OR SURGICAL TREATMENT THEREOF, OR HERNIA, PTOMAINE OR BACTERIAL INFECTIONS EXCEPT PYOGENIC INFECTIONS OF AND THROUGH A VISIBLE WOUND ACCIDENTALLY SUSTAINED.

**SECTION 3 - EXCLUSIONS APPLICABLE TO THE PERMANENT TOTAL DISABILITY BENEFIT ("3. BENEFITS" - SECTION 3)**

THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM FOR:

- a. GENERAL EXCLUSIONS AS STATED IN "6. EXCLUSIONS" - SECTION 1.
- b. ANY DISABILITY CAUSED BY ANY ILLNESS THAT RESULTS FROM MENTAL AND/OR NERVOUS DISORDERS.
- c. ATTEMPT SUICIDE, SELFDESTRUCTION OR SELF-INFLICTED INJURY, WHILE SANE OR INSANE.

**SECTION 4 - EXCLUSIONS APPLICABLE TO THE CRITICAL ILLNESS BENEFIT ("3. BENEFITS" - SECTIONS 4)**

THE COMPANY SHALL NOT BE LIABLE FOR ANY CLAIM FOR:

- a. GENERAL EXCLUSIONS AS STATED IN "6. EXCLUSIONS" - SECTION 1.

- b. ANY LOSS CAUSED BY OR RESULTING FROM ANY PRE - EXISTING CONDITION AND/OR HOSPITALIZATION ARISING DUE TO THE SAME. ANY CRITICAL ILLNESS OF WHICH, THE SIGNS OR SYMPTOMS FIRST OCCURRED PRIOR TO THE EFFECTIVE DATE; WHICH WAS DISCLOSED OR NOT DISCLOSED IN THE APPLICATION FORM OR ANY HEALTH STATEMENT OR EXAMINATION.

- c. ANY LOSS CAUSED BY OR RESULTING FROM ANY ILLNESS OTHER THAN A DIAGNOSIS OF CRITICAL ILLNESS AS DEFINED IN THE SCHEDULE OF COVERED CRITICAL ILLNESS.

- d. ANY CRITICAL ILLNESS CONDITION DIAGNOSED WITHIN A PERIOD OF 90 (NINETY) DAYS (DEFERRED PERIOD) FROM THE EFFECTIVE DATE.

- e. ANY CRITICAL ILLNESS CONDITION DIAGNOSED, UNDERWHICH THE INSURED DID NOT LIVE FOR 30 (THIRTY) DAYS (SURVIVAL PERIOD) AFTER THE DIAGNOSIS DATE.

- f. ANY CRITICAL ILLNESS

CONDITION THAT IS DIRECTLY OR INDIRECTLY CAUSED BY ACCIDENT.



**800 70 292**

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AXA Insurance (Gulf) B.S.C. (c)

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