



Personal Accident Insurance

Policy Handbook Smart Protector Plan

Table of contents

1. Your Policy Benefits	1
2. Eligibility	3
3. Definitions	4
4. Covers	5
5. Scale of Benefits	9
6. General Conditions	10
7. Complaints Procedure	11

1 Your Policy Benefits

Anticipating when or how an accident can happen is not possible. But accidents can happen at any place and at any time. What if the accident is serious enough to result in loss of life or permanent or partial disability?

Imagine how difficult life would become for you and your family if you meet with such a serious accident.

Smart Protector Plan

For this reason AXA Insurance (Gulf) B.S.C. (c) (hereinafter referred to as AXA) introduces its Smart Protector Plan. Smart Protector Plan is designed to protect against financial losses occurring due to an Accident and resulting in medical expenses, need for repatriation, permanent disability or death. This

plan is for Smart Individuals who like to plan ahead and believe in protecting their loved ones from the financial setbacks that can follow an accident.

Policy Schedule of Benefits

Benefits - Per Person	Currency	Essential	Essential Plus	Preferred	Preferred Plus
I. Loss of Life due to Accident	OMR	10,000	20,000	30,000	40,000
II. Permanent Total Disablement due to an Accident	OMR	10,000	20,000	30,000	40,000
III. Permanent Partial Disablement due to an Accident (as per scale)	OMR	10,000	20,000	30,000	40,000
IV. Accident Medical Reimbursement	OMR	500	900	1,200	1,650
V. Repatriation of Mortal Remains Expenses Reimbursement	OMR	900	900	900	900

*Family Coverage (Individual + Spouse + Dependent Children):

1. Only a maximum of 4 Dependent Children are covered for 10% of the sum insured each, except for Accident Medical.
2. Reimbursement where 100% of limit applies.
3. Spouse is covered for 100% of sum insured.
4. Any Additional dependent child can be added at additional premium OMR 3 only.

Key Features

- 24 hour Worldwide Coverage.
- Food Poisoning Coverage.
- Coverage for Death by Drowning.
- Lumpsum Payment in case of Permanent Disability.
- Innocent Bystander Coverage in case of any strike, riot or civil commotion.

2 Eligibility

Anyone is eligible to sign for this policy as long as they and their spouse (if opted for Family coverage) are between the ages of 18 to 64 years and is a GCC citizen or GCC resident having a valid Business, Employment, or Residency Visa.

Note:

Preferred and Preferred Plus Plan covers are not applicable to individuals employed in occupational hazards, such as industrial workers, most of whom are Skilled, Semi-Skilled or Unskilled Workers involving the use of light and heavy machinery such as: taxi cab drivers, truck drivers, technicians, mechanics, carpenters, plumbers, farmers, filling station, attendants, retail delivery clerks, masons and bodily workers in similar occupations.

This policy is made based up on the information provided by you in the Application Form and receipt of the appropriate premium for the cover you have selected. The Policy, the Schedule of Benefits and the Application Form constitute the entire contract and, so, must be read together as 'the Policy'. The Policy is issued on the basis of the declarations made by the Insured in the

Application Form.

If the Insured Person during the Period of Insurance meets with an Accident, AXA will pay to the Insured/ Insured Person, or in case of his/her death, to the beneficiary shown in this Policy or to his/her legal personal representatives, the compensations specified in the Schedule whose acceptance shall be a valid discharge under the Policy, subject always to the Terms, Exceptions and Conditions of the Policy.

3 Definitions

Accident or Accidental

An unexpected event caused by violent, sudden, external and visible means.

Death

Death occurring within 365 days from the date of the Accident.

Dependent Children

The natural or adopted children of the Insured, less than eighteen (18) years of age, or under twenty-three years of age if a full time student, unmarried and primarily dependent on the Insured for support.

Insured

A person who is more than eighteen (18) and not exceeding sixty-four (64) years of age and completes and signs the Application for Insurance.

Individual Coverage

A Plan which applies only and solely to the Insured.

Family Coverage

A Plan which applies to the Insured, his/her spouse and Dependent Children.

Permanent Total Disablement

Permanent total and absolute disablement as a result of an Accident which entirely prevents the Insured

Person from ever again following his/her occupation or any other occupation for which he/she is suited by reason of education, training or experience. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

Permanent Partial Disablement

Disablement as a result of an Accident which prevents the Insured Person from attending to a substantial part of his/her occupation or any other occupation for which he/she is suited by reason of education, training or experience. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

Loss of a Limb

The physical severance, at or above the wrist or ankle, or the permanent total loss of use of a hand or foot.

Loss of an Eye

The loss of sight rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.

Medical Expenses

Medical, surgical or hospital

fees necessarily incurred as a result of an Accident.

Repatriation

Transportation of bodily remains of the Insured Person back to the Insured Person's Home Country following Accidental Death.

Terrorism

An act – including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

War

A conflict between different countries, involving the engagement of armed forces.

Warlike Operations

Violent riots, mutinies and hostilities, insurrections, rebellions, military or usurped power, invasion by foreign enemies, revolutions, civil wars, civil commotions, conspiracies, terrorist attacks, martial law and state of siege.

4 Cover

Geographical Limits of Cover

24/7 Worldwide Coverage excluding Afghanistan, Iraq and any country that is declared as a war zone by United Nations.

Events and Contingencies Covered

AXA shall be liable to pay up to the sum insured stated in the Schedule of Benefits in case the Insured Person shall sustain bodily injury caused by an Accident happening during the Period of Insurance mentioned in the Policy and resulting directly, solely and independently of any other causes in:

1. Death of the Insured person - AXA will then pay the Principal Sum applicable to the named Beneficiary(ies) on the AXA Smart Protector Application Form, less any other amounts paid or payable under Benefits 'II' and/or 'III'.
2. Permanent Total Disablement to the Insured person - AXA will then pay the Principal Sum applicable to the Insured person, less any amount paid or payable as a result of the same accident under Benefit 'iii'.

3. Permanent Partial Disablement to the Insured person - AXA will then pay the Principal Sum as stated under the Scale of Permanent Disabilities stated in the policy.

4. Medical Expenses: AXA will reimburse the reasonable, customary and necessary medical expenses incurred up to 365 days from the date of the Accident. This benefit is on actual expense slips and on reimbursable basis and shall not exceed the maximum amount shown against the benefit under Section IV for any one policy period.

5. Repatriation of Mortal remains - AXA will pay for:
 - a) Cost of embalming;
 - b) Coffin; and
 - c) Transportation of the body to the Insured's home country.

This benefit does not include the transportation expense of anyone accompanying the deceased.

This benefit is on actual expense slips and on reimbursable basis and shall

not exceed the maximum amount shown against the benefit under Section 'V'.

Exceptions

The company shall not be liable for an accident:

A. Consequent upon the insured person engaging in:

- a) Any adventure, dangerous or hazardous sports or activities such as parachuting, mountaineering or rock climbing (with or without 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 organized race or speed testing or reliability or endurance test of any motor vehicle.
- b) 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.

- c) Any police, para-military, naval, military or air force operation.

B. Directly or indirectly caused by, contributed to, or aggravated by:

- a) Insanity, intoxication, alcohol or drugs not prescribed by a licensed medical practitioner, childbirth, pregnancy, mental and nervous disorders.
- b) Physical defect in sight or hearing or any other infirmity rendering the insured more than usually liable to accidents.

- c) War or warlike operations.

- d) Active participation in any strike, riot or civil commotion.

- e) Martial law, state of siege, or any of the events or causes which determine the proclamation or the maintenance of martial law or state of siege.

- f) Acts of sabotage, violence, looting, sacking or pillage.

- g) Acts of terrorism including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

- h) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purpose of this exception,

combustion shall include any self-sustaining process of nuclear fission).

- i) Accidental or deliberate spread or use of atomic, biological or chemical material including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where atomic, biological and chemical material is involved.

If axa alleges that by reason of any of the above mentioned exclusions (c) to (i) inclusive, any death, bodily injury or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured/beneficiaries or their legal representatives.

C. Occasioned by or happening through:

- a) Suicide or any attempt thereat, intentional self-injury.
- b) Any unlawful or criminal act of the insured person or his/her wilful exposure to danger (other than in an attempt to save human life).
- c) Venereal diseases, sexually transmitted diseases, Human Immunodeficiency Virus, (HIV) infection, Acquired Immunodeficiency Syndrome (AIDS) or an AIDS related condition.

Duration, Renewal and Cancellation of the Policy

Duration and Renewal

This Policy is valid for the period stated in the Schedule and is renewable, from year to year, by mutual agreement between the Insured and AXA.

Cancellation

This Policy may be cancelled at any time by registered letter, from AXA to the

Insured's last known postal address and, in such event, AXA will refund a pro-rata portion of the premium for the unexpired Period of Insurance. The Policy may be cancelled at any time by the Insured by registered letter and (provided no claim has arisen during the current Period of Insurance) the Insured shall be entitled to the difference (if any) between the Premium paid and the Premium calculated at AXA's Customary Short Period rates subject to a Minimum Premium for the time during the current Period of Insurance the Policy has been in force. For the purpose of this Condition, the cancellation shall take effect 7 (seven) days after the time the notice of cancellation should have been received, in the ordinary course of post.

The Insured/Insured Person shall give written notice to AXA:

- a) of any change in his/her profession, business or occupation or pursuits.
- b) of any injury or disease or physical or mental defect or infirmity with which he/she has been or is affected, and of which he/she has become aware.

These written notices shall be given to AXA within 5 (five) days of the happening of any of these events.

The Company, on the occurrence of such events, may require an additional premium for continuance of the insurance.

Upon the happening of any Accident which may give rise to a claim under this Policy, the Insured/Insured Person or his/her legal personal representatives shall give notice to AXA as soon as possible but, in any case, within 30 (thirty) days of the occurrence. Failure to give such notice within 30 (thirty) days shall not invalidate, reduce or prejudice any claim if it shall be shown not to have been reasonably possible to do so due to inability of the Insured Person to communicate.

However, no claim will be payable if notice is given after one year from the date of the Accident.

Substantiation of a Claim and Medical Requirement

- 1. All medical reports, certificates and information and evidence as required by the AXA shall be furnished at the expense

of the Insured/Insured Person or his/her legal personal representatives and shall be in such form and of such a nature as AXA may prescribe.

- 2. AXA shall not be liable unless after an Accident the Insured Person shall procure and act upon proper medical or surgical advice.
- 3. The Insured Person, as often as required, shall submit to medical examination on behalf of AXA at their expense.
- 4. In case of the death of the Insured Person, AXA, at their own expense, shall be entitled to arrange an inquiry, including a post-mortem where it is not forbidden by law.

Observation of Terms & Conditions of the Policy

The due observance and fulfilment of the Terms, Conditions and Endorsements of the Policy, by the Insured/Insured Person or by his/her legal personal representatives, and the truth of statements and answers in the Application Form, shall be conditions precedent to any liability of AXA to make any payment.

Fraud, Misstatement and Concealment

Any fraud, misstatement or concealment by an Insured Person either in the Application Form on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void insofar as it relates to the Insured Person in question.

Arbitration

All differences arising out of this Policy shall be referred to a single Arbitrator to be appointed in writing by the parties or, if they cannot agree upon a single Arbitrator, to two Arbitrators, one to be appointed in writing by each party and such Arbitrators shall, before commencing their investigations, elect an Umpire. In all other respects, the Arbitration shall be subject to the Statutory Provisions relating to Arbitration of the Country in which this Policy has been issued. 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 such claim shall not, within 12 (twelve) calendar months from the date of such disclaimer, have been referred to Arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

- 1. Compensation shall not be payable under more than one of Sections I to III inclusive and the payment of such Compensation under Section I or Section II shall as from the date of the occurrence of the Accident cancel this insurance and discharge AXA from any further claims under this Policy in respect of that Insured Person.
- 2. The aggregate liability of AXA for Sections I to III inclusive under this Policy for each Insured Person shall not exceed the amount payable under Section I (Loss of Life due to Accident).

5 Scale of Benefits

Occurring within Three Hundred and Sixty Five (365) days after the date of the Accident.

A. Permanent Total Disablement due to Accident

Description	Compensation as percentage of Sum Insured
a. Permanent Total Disablement	100%
b. Loss of both eyes	100%
c. Loss of two limbs (both hands or both feet or one hand and one foot)	100%

B. Permanent Partial Disablement due to Accident

Description	Compensation as percentage of Sum Insured	
a) Head:		
▪ Loss of an eye	40%	
▪ Loss of hearing or speech	40%	
▪ Loss of hearing in one ear	15%	
b) Upper limbs*:	Right	Left
i. Loss of a limb	60%	50%
ii. Total and permanent paralysis of shoulder	20%	15%
iii. Total and permanent paralysis of elbow	20%	15%
iv. Total and permanent paralysis of wrist	20%	15%
v. Total and permanent loss of thumb and index finger	35%	25%
vi. Total and permanent loss of three fingers (other than thumb and index finger)	25%	20%
vii. Loss of thumb:	20%	17%
viii. Loss of index finger:	15%	10%
ix. Loss of Any other finger	5%	5%
c) Lower limbs:		
▪ Loss of a limb	50%	
▪ Paralysis at hip	30%	
▪ Paralysis of knee	20%	
▪ Paralysis at ankle	20%	
▪ Total loss of great toe	8%	
▪ Total loss of any other toe	3%	

* If it is medically stated that the Insured is left-handed, the compensation percentage specified thereon will be inverted. Where the injury is not specified, AXA will adopt a percentage of disablement which - in their opinion - is not inconsistent with the provisions of this Scale of Permanent Partial Disabilities.

6 General Conditions

- Age Limits:** Cover will cease at the end of the period of insurance during which the Insured person's 65th birthday occurs.
- Claim for Spouse and Dependent Children:** No claim shall be allowed if the named Spouse or Dependent Children engage in activities that are excluded under the Policy even that they are not aware of the Policy Exceptions.
- Time of Payment of Claim:** Benefits payable under the Policy for any loss will be paid immediately upon receipt of due written proof of such loss and after satisfactory due diligence of claim and assessment of claim by the claim-team at AXA
- To Whom Benefits are Paid:** Indemnity, if any, for Accidental Death of the Insured Person is payable to the beneficiary as evidenced in the AXA Smart Protector Plan Application Form who shall be the legal beneficiary designated in writing provided such beneficiary survives the Insured Person by thirty (30) days, otherwise to the estate of the Insured Person. Any other accrued indemnities, including payments for Accidental Death of Spouse or Dependent Children, will be paid to the Insured Person. Any payment made by AXA in good faith pursuant to this provision shall fully discharge AXA to the extent of the payment.
- Jurisdiction:** This Policy applies only to judgments delivered by or obtained from a Court of Competent Jurisdiction of the country(ies) where the policy is issued.
- Designation or Change of Beneficiary:** Nominee can be changed by the Insured person by serving a letter and duly acknowledged by AXA but the Policy cannot be assigned to anyone.
- Disappearance:** If after a period of one year has elapsed and all evidence available have been examined by AXA and there is no reason to suppose other than an Accident has occurred, the disappearance of a Insured shall be considered to constitute a claim under this Policy, provided that the person or persons to whom such payment is made shall sign an undertaking to refund to AXA any amount if at any time after the payment has been made the Insured is found to be alive.
- Other Insurance with AXA:** If the Insured holds more than one such policy under the AXA Smart Protector Plan, the aggregate indemnity for the plans together will be extended to a maximum of USD 500,000 equivalent per person.
- Reasonable Care and Precautions:** The Insured shall take all reasonable precautions to prevent accidents.
- Alterations to Policy:** No alteration in the terms of this Policy will be held valid unless the same is signed or initialed by an Authorized Official of AXA.

7 Complaints Procedure

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it.

Our promise to You

- a) We will acknowledge complaints promptly.
- b) We will investigate quickly and thoroughly.
- c) We will keep You informed of progress.
- d) We will do everything possible to resolve Your complaint.
- e) We will learn from Our mistakes.
- f) We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your insurance adviser or, if none has been appointed by You, please contact Us directly.

To help us assist You, We request that You:

- Attach relevant supporting documents if you deem it necessary;

- Ask the questions You would like us to answer; and
- Tell us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially and in a confidential manner.

Your complaint can be made in any of the following ways:

1. Visit our Website www.axa-gulf.com - select the Country where your insurance policy was issued and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:

2. Send a letter to the management; or
3. Transmit a fax; or
4. Telephone Us and request our Customer Service Staff to register Your complaint; or
5. Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by Our Staff and a Reference Number generated and provided to You which please quote in all future communications.

Whilst all efforts will be made to revert back within 7 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, we will inform you when we will be able to contact you again about the complaint.

If you are dissatisfied with our final response or dissatisfied with the delay in our response (beyond 15 working days) you may refer the complaint to the Insurance Regulator whose contact details are provided on our website.



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axa-gulf.com

AXA Insurance (Gulf) B.S.C. (c)
A Foreign branch of AXA Insurance (Gulf) BSC(c), a company incorporated in the Kingdom of Bahrain and registered with the Ministry of Commerce and Industry of the Sultanate of Oman under Commercial Registration No. 1112244 and holding Insurance registration No. 6 issued by the Capital Markets Authority.

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