

Policy Specification

Personal Accident

The first party Solidarity General Takaful B.S.C. (c) is a Company acting subject to the Islamic Shariah, as an agent for the Participant persons to manage insurance operations for fixed agency fees and investing their funds as a “Mudarib” against fixed percentage of the return thereof.

AGREEMENT

1. This Policy shall be evidence of the contract between the Company and the Participant
2. The Proposal shall be incorporated in and be the basis of the contract
3. The Participant will pay the Premium in accordance with the **Premium Payment Terms**.
4. The Company will provide the Insurance specified herein, subject to the **Terms of this Policy**.
5. The following shall be conditions precedent to any liability of the Company to make any payment under this Policy.
 - a) Observance of the **Terms of this Policy** relating to anything to be done or complied with by the Participant or the Participant.
 - b) The truth of the statements and answers in the **Proposal**

Takaful Contract

1. If the Participant sustains bodily injury by accidental, violent, and external means, occurring during the period of takaful contract and within the territorial limits which shall independently of any other cause, result within two years, in the death, disablement, or incurring of Medical Expenses, the Company will pay to the Participant the appropriate Amount of Benefit in respect of the Benefit/s claimed, subject to the provisions of the Conveyance Accumulation Limit Clause if stated in the Schedule to be applicable. Such payment will be subject to the conditions and exceptions of this policy and the Participant
2. Death, disablement or **Medical Expenses** as the direct result of accidental exposure of the Participant to the elements, shall be deemed to have been caused by accidental bodily injury.

EXCLUSIONS

The Policy does not cover:

1. Bodily injury

- a) sustained by the Participant whilst engaged in any of the Hazardous Activities specified below
- b) sustained by the Participant after expiry of the period of insurance in which the he attains 70 years of age.
- c) Sustained under the influence of or due wholly or partly to the effects of intoxicating liquor and/or drugs

2. Any consequence of

- a) aviation except when the Participant is travelling as a passenger in a licensed passenger carrying aircraft
- b) suicide or attempted suicide wilfully self inflicted injury mental disease or venereal disease
- c) existing physical defect infirmity or medical condition unless it has been declared to and accepted by the Company
- d) pregnancy childbirth miscarriage or abortion
- e) sickness or disease not resulting from accidental bodily injury, or sustaining bodily injury which is the result of a gradually operating cause.
- f) (i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.
(ii) mutiny riot strike military or popular rising insurrection rebellion revolution military or usurped power.
(iii) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.
(iv) martial law or state of siege or any events or cause which determine the proclamation or maintenance of martial law or state of siege.

(hereinafter for the purposes of this Exclusion called "the Occurrences")

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising in connection with any of the said occurrences shall be deemed to be consequences for which the Company shall not be liable under this Policy except to the extent that the Participant shall prove that such consequence happened, independently of the existence of such abnormal conditions.

In any action suit or other proceeding where the Company alleges that by reason of any of these occurrences any consequence is not covered by the Policy the burden of proving that such consequence is covered shall be upon the Participant.

Hazardous Activities

- 1 Diving using breathing equipment (aqua-lung diving)
- 2 Flying as a member of the crew or engaged in any trade or for any technical operation therein
- 3 Football, other than association football (soccer) as an “amateur” (“amateur” shall mean a person who receives no financial gain from or payment for participation in that sport, that than the reimbursement of reasonable travel and other out of pocket expenses).
4. i) Hunting }
ii) racing, or } on horseback
iii) any competition or sport, }
- 5 Ice Hockey
- 6 Motor competitions
- 7 Motorcycling as a rider or passenger
- 8 i) Mountaineering } necessitating the use of
ii) Rock or cliff climbing } ropes or guides
- 9 Pot-holing
- 10 Power-boating, meaning the use of any combination of boat and engine capable of traveling faster than 30 knots
- 11 Racing, other than racing on foot or swimming or in dinghies
- 12 Using woodworking machinery, but not including portable tools applied by hand and used solely for private purposes without reward
- 13 Water ski-jumping and tricks
- 14 Winter sports, other than curling or skating
- 15 Wrestling, boxing, judo, karate, or any form of unnamed combat
- 16 Yachting beyond 5 kilometers of a coastline
17. Paragliding, Bungee jumping, Base jumping

DEFINITIONS

For the purposes of this Policy –

- 1 **Proposal** shall mean any proposal form and declaration signed by or on behalf of the Insured or the Participant including any correspondence or information in connection with this insurance, supplied by or on behalf of the Insured or the Insured Person, either in addition to or in substitution for the proposal form
- 2 **Terms of this Policy** shall mean all terms, limitations, definitions, provisions, exception, warranties and conditions incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsements hereon.
- 3 Loss of Eye shall include total and permanent loss of sight
- 4 Medical Expenses shall mean the cost of medical, surgical, or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges caused by an accidental bodily injury indemnifiable under this takaful contract
- 5 Permanent Disablement shall mean as described below under Table A or Table B, as may be applicable

Cover

Permanent and Partial Disability Benefits

Table A Full Continental – Scale

Permanent Total Disability	
Total and irrecoverable loss of sight of both eyes	100%
Loss of both arms or both hands	100%
Complete and permanent deafness of both ears of traumatic origin	100%
Removal of the lower jaw	100%
Permanent loss of speech of traumatic origin	100%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one foot	100%
Loss of one hand and one leg	100%
Loss of both legs	100%
Loss of both feet	100%
Total paralysis	100%

Permanent Partial Disability	
Head	
Loss of osseous substance of the skull in all its thickness	
- Surface of at least 6 sq.cm	40%
- Surface of 3 to 6 sq.cm	20%
- Surface of less than 3 sq.cm	10%
- Partial removal of the lower jaw, rising section in its entirety, or half of the maxillary bone	40%
- Loss of one eye	40%
- Complete and permanent deafness of one year	30%
Upper Limbs	
- Loss of one arm or one hand	50%
- Considerable loss of osseous substance of the arm (definite and incurable lesion)	40%
- Total paralysis of the upper limb (incurable lesion of the nerves)	55%
- Total paralysis of the circumflex nerve	15%
- Shoulder ankylosis	30%
- Elbow ankylosis	
in favourable position (15 degrees round the right angle)	20%
in unfavourable position	35%
- Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	30%
- Total paralysis of the median nerve	35%
- Total paralysis of the radial nerve at the torsion cradle	35%
- Total paralysis of the forearm radial nerve	25%
- Total paralysis of the hand radial nerve	15%
- Total paralysis of the cubital nerve	25%
- Ankylosis of the wrist in favourable position (straight and pronation)	15%
- Ankylosis of the wrist in unfavourable position (flexion of strained extension or supine position)	25%
- Total loss of thumb	15%
- Partial loss of thumb (ungual phalanx)	5%
- Total ankylosis of thumb	15%
- Total amputation of forefinger	10%
- Amputation of two phalanges of forefinger	8%
- Amputation of the unguinal phalanx of forefinger	3%
- Simultaneous amputation of thumb and forefinger	25%
- Amputation of thumb and finger other than forefinger	20%
- Amputation of two fingers other than thumb and forefinger	8%
- Amputation of three fingers other than thumb and forefinger	15%
- Amputation of four fingers including thumb	40%
- Amputation of four fingers excluding thumb	35%
- Amputation of the median finger	8%
- Amputation of a finger other than thumb, forefinger and median	3%

Lower Limbs	
- Amputation of thigh (upper half)	60%
- Amputation of thigh (lower half) and leg	50%
- Total loss of foot (tibio-tarsal disarticulation)	45%
- Partial loss of foot (sub-ankle-bone disarticulation)	40%
- Partial loss of foot (medio-tarsal disarticulation)	35%
- Partial loss of foot (tarso-metatarsal disarticulation)	30%
- Total paralysis of lower limb (incurable nerve lesion)	60%
- Complete paralysis of the external popliteal sciatic nerve	30%
- Complete paralysis of the internal popliteal sciatic nerve	20%
- Complete paralysis of the two nerves (popliteal sciatic external and internal)	40%
- Anchylosis of the hip	40%
- Anchylosis of the knee	40%
- Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
- Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
- Loss of osseous substance of the knee-pan while the movements are preserved	20%
- Shortening of the lower limb by at least 5 cm	30%
- shortening of the lower limb by 3 to 5 cm	20%
- Shortening by 1 to 3 cm	10%
- Total amputation of all the toes	25%
- Amputation of four toes including big toe	20%
- Amputation of four toes	10%
- Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe, other than the big toe	3%

Table B Limited Continental – Scale

Permanent Total Disability	
Total and irrecoverable loss of sight of both eyes	100%
Loss of both arms or both hands	100%
Complete and permanent deafness of both ears of traumatic origin	100%
Removal of the lower jaw	100%
Permanent loss of speech of traumatic origin	100%
Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one foot	100%
Loss of one hand and one leg	100%
Loss of both legs	100%
Loss of both feet	100%
Total paralysis	100%

Permanent Partial Disability	
Lower Limbs	
- Amputation of thigh (upper half)	60%
- Amputation of thigh (lower half and leg)	50%
- Total loss of foot (tibio-tarsal disarticulation)	45%
- Total paralysis of lower limb (incurable nerve lesion)	60%

Anchylosis of the fingers (other than the thumb) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.

The total compensation payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum insured under the Schedule of Compensation.

Permanent disabilities not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the employee not being taken into consideration.

The partial or total 'functional' disablement not specifically dealt with in the schedule of permanent disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

EXTENSIONS

1. EDUCATIONAL GRANT:

In the event of death or Permanent total disablement of either Parents insured under the Policy, the Company shall pay educational grant for two dependant children as below:

- a) If the insured Person has one dependent child below the age of 18 years, an amount t of BD750/- is paid in addition to the benefit under the Section 1.
- b) If the insured Person has more than one dependent child below the age of 18 years an amount of of BD1,500/- is paid in addition to the benefit under Section 1.

The payment as above will be made with the sum stated in the relevant section of the Policy Schedule to the same person/s who is/are entitled to receive the stated sum.

Provided that if there by any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits under this grant, under all Policies, shall be limited to

- A maximum of BD750/- in case there is one dependent child
- A maximum of BD1,500/- in case there are two dependent children

2. TRANSPORTATION EXPENSES OF MORTAL REMAINS:

It is hereby agreed that in the event of the death of the Insured Person due to an accident, as defined in the Policy outside the country of origin the Company shall pay a lump sum amount upto BD1,000/- in addition to the amounts payable for transportation of Insured Person's dead body to his country of origin

3. CUMULATIVE BONUS

Compensation payable for permanent total liability arising out of accidental injuries, shall be increased by 5% thereof in respect of each completed claim free year; during which the Policy shall have been in force. Amount of such increase shall not exceed 25% of the sum stated in the relevant section of the Policy Schedule. This Cumulative Bonus is applicable on the Expiring Sum Insured or the revised Sum Insured whichever is lower, so long as it is renewed continuously with the Company. The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

This clause shall not in any way alter the annual character of the insurance, nor the right of the Company to decline or renew or to cancel the Policy.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Written notice shall be given to the Company without unnecessary delay but in any event within one calendar month of the injury in respect of which a claim is to be made. All certificates information and evidence required by the Company shall be furnished at the expense of the Participant or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe. The Participant as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in the event of the death of the Participant be entitled to have a post-mortem examination at its own-expense.
3. The Participant shall give immediate notice in writing to the Company of any change in profession occupation pursuits or residence and shall on tendering any contribution for the renewal of this Policy give notice in writing to the Company of any physical defect infirmity or disease by which he has become affected or of which he has become aware since the payment of the last contribution and of the effecting of other personal accident Insurance.
4. No insurance shall be in force or effectual until the first contribution hereunder or any renewal contribution which the Company may agree to accept as the case may be shall have actually been paid or agreed to be paid, in writing.

5. This Policy is world-wide in its scope for the purposes of travel but shall be inoperative in respect of residence by the Participant permanently outside the Country/Countries of domicile stated in the Schedule.
6. The Company shall not be bound to notice or be affected by any notice of trust charge or alienation relating to this Policy but the receipt of the Participant or his legal personal representative shall in any case effectually discharge the Company.
7. The Company may cancel this Policy by sending seven day's notice by registered letter to the Participant at his last known address and in such event the Participant shall become entitled to the return of a proportionate part of the contribution corresponding to the unexpired Period of Insurance.
8. Any difference arising hereunder shall be referred to arbitration if it is competent to do so in accordance with the laws in force in the Kingdom of Bahrain..
9. The due observance and fulfilment of the Terms Provisos Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements answers and declaration in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

NUCLEAR RISKS EXCLUSION

The Policy does not cover:

- a. any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- I. Ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- II. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

NMA 1975(a)

NUCLEAR, BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION CLAUSE

The following perils, risks and kinds of insurances are excluded under this Contract:

Loss or damage caused directly or indirectly by:

The discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, directly or indirectly resulting in nuclear reaction or radiation or radioactive contamination, or the use, release or escape of chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE NO. 3

This Insurance does not cover any liability for:

- 1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph 1. shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

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INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE

Losses arising, directly or indirectly, out of:

- (i) loss of, alteration of, or damage to
or
- (ii) a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the Participant or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- 1) War, invasion acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions or amounting to a popular rising, military rising or usurped power, insurrection, rebellion, revolution, confiscation or nationalisation or acquisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

This endorsement also excludes loss, damage, cost 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 (1) and/or (2) above.

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Participant.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.