

Takaful Travel Plan – Specimen Customer Communication

POLICY DEFINITIONS

For the purpose of this Policy, the following definitions shall apply unless the context otherwise requires:

Accident means any sudden or unexpected and violent event, which may befall the Covered Person during the Journey, other than any intentionally self-inflicted injury.

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 or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

Bank / Policyholder/ Participant means Bank Muscat SAOG, Sultanate of Oman.

Baggage means personal goods belonging to the Covered Person or for which he or she is responsible which are taken by him or her on the Journey or acquired by him or her during the Journey.

Benefit(s) means the Benefit(s) provided under the Benefits and Coverage Amount pursuant to this Policy.

Beneficiary means the Beneficiary entitled to the Benefits according to this Contract.

Bodily Injury means identifiable physical injury which is caused by an Accident occurring during the Journey and which within twelve months from the date of such Accident results in Covered Person's death, Permanent Total Disablement or Dismemberment.

Coverage/Cover means the scope of Takaful coverage pursuant to this Policy.

Covered Person means the person(s) entitled for Coverage according to this policy, namely the Cardholder including his or her Immediate family/dependents whilst on a Covered Trip to whom the benefits under this Contract shall apply.

Card(s) means Credit Cards (primary and supplementary) issued by the Policyholder for which the benefits under this Policy shall apply which excludes lodged and corporate cards.

Cardholder means any individual not more than 65 years of age who has a valid Card and who is travelling outside the Normal Country of Domicile and has paid a minimum of 50% of the of the travel ticket value using the Card. Cardholder for the purpose of this insurance includes spouse and dependent children under 23 who travel abroad, not only in company of principal card holder but also where the spouse uses his /her supplementary card to pay for trips where principal Cardholder is not accompanying the spouse and children will also be covered.

Checked-in Baggage means the baggage of the Covered Person in respect of the Covered Trip under the care, custody and control of the airlines/carrier for the purposes of transit and which is not under the immediate supervision of the Covered Person concerned.

Close Relative means any member of the Covered Person's Immediate Family or his parents or brothers / sisters.

Commencement Date means the date the Covered Person is enrolled for this Policy by the Bank or the date of inception of this Policy whichever is the later.

Company/Takaful Company means Takaful Oman Insurance SAOG, Sultanate of Oman.

Covered Trip / Journey means the first 90 days of any trip outside the Sultanate of Oman falling within the period. The Journey shall be deemed to have begun with the Covered Person's departure from home and shall have ended upon return to the home.

Coverage Amount means the maximum amount of Benefit and/or limit mentioned in this Policy in relation to a covered Benefit hereunder.

Dismemberment means permanent loss of a limb including permanent loss of use of such limb or loss of eye(s) including total and irrecoverable loss of sight in such eye(s) caused by Bodily Injury occurring within 12 months from date of Accident.

Hospital Daily Indemnity means payment to be made to the Covered Person for each complete 24-hour period that the Covered Person spends as a hospital in-patient outside Sultanate of Oman on a Journey. No payment shall be made until the first 24-hour period has expired, after which the first 24-hour period is also eligible for payment.

Hijack means the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance or the crew thereof in which the Covered Person is travelling as a passenger.

Hospital means a hospital recognized and registered as such by the local authority concerned.

Illness means any sudden and/or unexpected deterioration of health certified by a competent medical authority which first manifests itself whilst the Covered Person is on a Journey.

Identification cards means driving license, labour card, Insurance Card and other identification cards/papers of similar kind.

Immediate Family / Dependents means Covered Person's spouse and children up to a maximum of 3 Children up to age 18, or dependent children up to age 23 if in full time education, and dependent upon parents for support. "Children" includes natural children, stepchildren or legally adopted children.

Linkham Assist means the Assistance provider whose services are requisitioned by the company for any emergency assistance to the Covered Persons. The contact details of Linkham Assist worldwide number are given on Appendix 1.

Medical Expenses means all reasonable costs necessarily incurred outside Sultanate of Oman whilst the Covered Person is on a Journey for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner.

Money means coins bank notes postal and money orders signed travellers and other cheques letter of credit, travel tickets, credit cards, petrol and other coupons.

Permanent Total Disablement means disablement resulting from Bodily Injury, caused other than by loss of limb or eye, which has prevented the Covered Person from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Covered Person from engaging in any gainful occupation whatsoever for the remainder of his or her life.

Policy/Contract means this Policy based on the principles of Sharia, particularly Takaful principles, including any Schedule, terms, conditions, tables, endorsements, annexures and appendix.

Pre Existing Diseases means any pre-existing defect, infirmity or condition for which the Covered Person is receiving medical treatment, advice or consultation at the time of travelling.

Schedule means the schedule(s) and/or the certificate containing the fees to be charged by the Company to the Policyholder (out of the Contributions) and any other particulars related to this Policy.

Valuables means audio and video equipment cameras electrical electronic and photographic equipment telecommunications equipment radios personal stereo equipment telescopes and binoculars antiques jewellery watches precious stones and articles made of or containing gold silver or other precious metals or animals skins or hides.

SCOPE OF COVER

PART -A TAKAFUL TRAVEL

SECTION 1 – (A) PERSONAL ACCIDENT – 24 HOUR COVER

Scope of Cover

The Company shall pay the Coverage Amount for this Section stated in the certificate if in the course of the Covered Trip, the Covered Person sustains Bodily Injury solely and directly by outward violent and visible means or as a result of being struck by any air, land or water conveyance during the course of travel which solely and independently of any other cause within 12 calendar months of the date of the Accident or being struck results in the Covered Person suffering

- i. Death or
- ii. Dismemberment (or)
- iii. Permanent Total Disablement

Exclusions applicable to Section I (in addition to General Exclusions)

The benefits under this Section of this Policy shall not be paid in respect of any one Covered Person under more than one of the item(s) i. to iii arising out of any one Accident.

SECTION 2 – EMERGENCY MEDICAL

2.1 Emergency Evacuation

Scope of Cover

In case of serious Illness or Accident, and upon medical advice, the Covered Person can be evacuated by Linkham Assist to the nearest facility capable of providing adequate care, only if medical treatment is unavailable and the gravity of his medical condition warrants specialized, vital treatment.

Conditions

- a. All decisions of medical nature, degree of urgency, state of the Covered Person and his fitness to travel as well as practical considerations such as access to airport, meteorological factors, distance to be covered and mode of transport would be taken by the Linkham Assist doctor in charge, in consultation with the doctor treating the Covered Person, and if possible with the Covered Person's family doctor.
- b. All services would be given under constant medical supervision.

2.2 Transportation for return of dependent Children

Scope of cover

The Company shall reimburse the Covered Person up to the Coverage Amount stated in the certificate in respect of transportation costs for return of dependent children consequent upon the Covered Person falling ill or sustaining Bodily Injury in the course of the Covered Trip and being confined in a hospital, for the following:

One (1) economy class airfare for each child to travel back to the country of residence.

Conditions

Subject to the following provisions and limitations:

- a. The child must be travelling with the Covered Person during the Covered Trip.
- b. The child must be left unattended during the Covered Trip following the Covered Person's Injury or Illness and being confined in a hospital.
- c. This coverage can only be utilised once during any one (1) Covered Trip.
- d. This coverage must be approved and recommended by the Linkham Assist.

2.3. Emergency Services (Advice and /or Assistance)

Scope of Cover

The cover under this Policy shall include the following emergency services

a. 24 hours worldwide information / assistance

Linkham Assist would provide on request pre-trip referral information on countries and regions to be visited, including, where possible, local English – Speaking doctors and/or information on where the Covered Person can obtain medical accessories and phone numbers of hospitals.

b. Hospital deposit Guarantee.

The Company / Linkham Assist would guarantee or pay any required hospital admittance deposit on behalf of the Covered Person.

c. Medical Monitoring

The Company / Linkham Assist would monitor the Covered Person's condition if they are hospitalised and would keep the Covered Person's employer or family informed.

d. Legal Assistance

The Company / Linkham Assist would provide the members with the name, address telephone numbers and if requested by the members and if available, office hours for referred lawyers and legal practitioners. The Company would not provide any legal advice to the Covered Person.

e. Miscellaneous and Non-Medical assistance.

If a Covered Person should, while abroad, urgently require the services of a lawyer, interpreter, technician, etc., he/ she should contact Linkham Assist (refer to Appendix 1). A phone call or telex to Linkham Assist explaining the service required is sufficient for Linkham Assist to put the Covered Person in contact with a local Linkham Assist correspondent. This service does not normally entail any extra charges. However, services thus obtained through Linkham Assist remain the financial responsibility of the Covered Person.

Conditions

- a. The cover shall be in accordance with the Coverage Amount specified in the certificate.
- b. Liability under this section is subject to the claim being admitted under section 2.1 (Emergency Evacuation)
- c. The Covered Person shall contact the Linkham Assist to provide a medical evaluation if the local facilities cannot be contacted or if a second opinion is required.
- d. Telephone conversation even with the local attending physician would be considered only as advice.
- e. The Covered Person will repay any sum advanced within 45 days without any interest.
- f. The advance of funds for admission in the hospital would be made only with a valid credit authorisation

2.4 Emergency Dental Expenses

Scope of Cover

The Company shall pay the Covered Person for emergency dental treatment to restore dental function or alleviate pain provided by a registered and legally qualified dentist. Where dentistry to restore dental function or alleviate pain is required as a result of Illness or Injury whilst on a Covered trip . The cover shall be in accordance with the Coverage Amount specified in the Certificate .

Exclusions (in addition to the General Exclusions)

- a. This section is subject to an excess of USD 100/- each and every loss.
- b. Any treatment of a Pre-existing Condition.
- c. Cementing or fixation of tooth or teeth bridge/ s .
- d. Treatment of orthopedic, degenerative or oncological diseases.
- e. Beauty and/ or cosmetic treatment and/ or reconstructive plastic surgery in any form or manner.
- f. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.

2.5. Hospital Daily Benefit

Scope of Cover

The Company shall pay the Covered Person or any person as may be selected by the Covered Person's legal personal representative(s) in respect of hospitalisation consequent upon the Covered Person falling ill or sustaining Bodily Injury in the course of the Covered Trip. The cover shall be in accordance with the Coverage Amount specified in the certificate.

Exclusions (in addition to the General Exclusions)

- a. No liability is admissible if the period of hospitalisation is less than 24 hours. However, if the period of hospitalisation is more than 24 hours then the Covered Person is eligible for a compensation including the first 24 hours of hospitalisation.
- b. The Covered Person suffering from sickness or disease not directly resulting from Accident, Bodily Injury or Illness.

2.6. Repatriation of Mortal Remains

Scope of cover

In the case of the death of a Covered Person, the Company will cover the transportation charges for repatriation of the mortal remains and the cost of an economy air class ticket for an adult accompanying the mortal remains to the Sultanate of Oman. The cover shall be in accordance with the Coverage Amount specified in the certificate .

Conditions

Linkham Assist in charge would decide upon the repatriation in consultation with the doctor treating the Covered Person and if possible, with the Covered Person's family doctor.

Exclusions common to Section 2.1, 2.2, 2.3, 2.4, 2.5 & 2.6

- a. The provision or services, which are not specified in this Policy or any subsequent Journey or during a period for which payment is not received.
- b. Services rendered without the authorisation and/or intervention of Linkham Assist.
- c. Services made by any party other than Linkham Assist for which no charge is usually made.
- d. Cases of minor illness or injury which in the opinion of the Linkham Assist physician can be adequately treated locally and which do not prevent the Covered Person from continuing their travels or work.
- e. Expenses incurred where the Covered Person in the opinion of the Linkham Assist physician is physically able to return to Sultanate of Oman sitting as a normal passenger and without medical escort, unless deemed necessary by the Linkham Assist physician.

2.7. Emergency Medical Expenses

Scope of Cover

The Company shall pay the Covered Person in respect of emergency medical expenses consequent upon the Covered Person falling ill or sustaining Bodily Injury in the course of the Covered Trip, provided the Illness or Bodily Injury is serious enough to warrant hospitalisation or in-patient treatment for a minimum period of 24hours. The cover shall be in accordance with the Coverage Amount specified in the certificate .

Conditions

The Covered Person should provide the following information from the Hospital where he was admitted as an in-patient during the Covered Trip.

- a. Detailed diagnosis of the medical condition.
- b. Details of the treatment given.
- c. Number of days in the hospital as an 'in-patient'.
- d. Invoice for the treatment expenses.

Exclusions (in addition to the General Exclusions)

- a. This section is subject to an excess of USD 100/- each and every loss.
- b. Expenses, which are recoverable from any other Policy or national insurance programme under which the Covered Person is covered.
- c. Expenses incurred after 12 months from the date of the Accident or first manifestation of Illness giving rise to such expenses.
- d. Dental or optical expenses, unless incurred as a result of an Accident.
- e. Treatment provided other than by a qualified medical practitioner.
- f. Expenses incurred within Sultanate of Oman.
- g. Expenses incurred which are non-medical in nature e.g. telephone calls, newspaper etc.
- h. Any expenses arising from pregnancy, childbirth, or any medical complications resulting therefrom if delivery is expected during a trip or within 12 weeks upon expiration thereon.

- i. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
- j. Any claims arising from any health condition of the Covered Person where such condition has already been the subject of a claim under this Policy in respect of any earlier trip.

SECTION 3 – TRAVEL INCONVENIENCE

3.1 Cancellation and Curtailment

Scope of Cover

The Company shall pay the Covered Person in respect of unused portions of prepaid travel and accommodation expenses directly and necessarily incurred which were originally included in the covered trip due to cancellation, curtailment or rearrangement of any part of the original Journey arising out of:

- a. Covered Person sustaining Bodily Injury or becoming ill
- b. Death, injury or illness of the Covered Person's Close Relative or any person with whom the Covered Person had arranged to travel.
- c. Compulsory quarantine, jury service subpoena or hijacking involving the Covered Person or any person with whom the Covered Person had arranged to travel.
- d. Strike riot or civil commotion mechanical breakdown or adverse weather conditions.
- e. Delay of outward Journey flight forming part of the booked trip for more than 10 hours as a direct result of adverse weather conditions, strike or industrial action.

Exclusions (in addition to the General Exclusions)

- a. Any cancellation, curtailment or rearrangement of a trip booked against medical advice.
- b. Expenses incurred which would have been recoverable from any other source (source shall include airlines, police authorities, travel agents/tour operators, hotels etc.)

3.2 Travel Delay

The Company will reimburse the Covered Person for reasonable essential expenses incurred caused by unforeseen travel delay and following the excess period, up to the amount stated in the certificate of the Policy resulting from:

1. Loss or theft of travel documents (travel tickets, passports and visas).
2. An accident or mechanical/electrical breakdown involving the transport in which he arranged to travel or was traveling for the purpose of reaching the point of departure and/or departure point from which he had intended commencing an onward journey.
3. Delay of a scheduled departure of a Public Conveyance due to: a) industrial dispute, strike or action; or b) adverse weather conditions including cyclones, tornados, floods, typhoons, blizzards, or natural disasters in the country to or through which he is traveling; or c) mechanical/electrical breakdown; or d) public transport services failure.

Exclusions (in addition to the General Exclusions)

The Company will not pay for expenses incurred:

1. Where comparable alternative onward transportation has been made available to the Covered Person within the excess after the scheduled departure time of a booked flight or within the excess after an actual flight arrival (in the case of a connecting flight); or
2. where the Covered Person fails to check in according to the itinerary supplied, unless such failure was due to a strike or industrial action; or
3. where the delay is due to industrial dispute, strike or action which existed or for which advance notice had been given on or before the date on which the Covered Journey commenced; or
4. where the delay is due to the withdrawal from service temporarily or permanently of any Public Conveyance on the orders or recommendation of any port authority or the civil aviation authority or any similar body in any country in which advance notice had been given on or before the date on which the Covered Journey commenced; or
5. Claims for a period of delay of less than 4 hours.
6. For carrier caused delays where the cost of expenses is recoverable from the carrier.

Conditions

1. The delay period shall be calculated from the scheduled departure time of the flight or sailing shown in the travel itinerary.
2. The Covered Person should have checked-in according to the itinerary given to him or her by the tour operator or carrier and should have obtained written confirmation from the airline or shipping line or their handling agents stating the reason and period of delay.

3.3 Delayed Baggage

The Company will reimburse the Covered Person for reasonable essential expenses incurred following the excess period and up to the amount stated in the certificate, for the emergency purchase of essential items if his baggage is delayed, misdirected or temporarily misplaced by a carrier.

Conditions

1. Written proof of delay from the transport provider / carriers or their agents of the reasons for delay must be submitted with any claim and the Company's liability is subject to it receiving original receipts for the essential expenses incurred.
2. The baggage delay must exceed the excess.
3. Confiscation or requisition by customs or other government authority cannot form the basis of a claim for loss or expenses.
4. Claims in respect of essential clothing or requisites purchased as a result of delayed baggage will only be considered if items have been purchased within 4 days after the actual arrival time at the intended destination.
5. If baggage appears to be delayed or lost at the destination airport, the Covered Person must formally notify the relevant carrier airline immediately. Evidence of notification should be provided.

Exclusions (in addition to the General Exclusions)

1. Claims unaccompanied by the carriers irregularity report.
2. Expenses incurred which would have been recoverable from any other source (source shall include airlines, police authorities, travel agents/tour operators, hotels etc.)
3. Claims for a period of delay less than 8 hours.
4. Claims settled under this section would be deducted from the final claim settlement should the items prove to be permanently lost and paid under section 3.4.
5. Expenses incurred due to a delay in customs and other such formalities.

3.4 Loss of Personal Baggage and Personal Money

Scope of Cover

In the event of a Covered Person suffering loss of or damage to Baggage or Money whilst on the Covered Trip, the Company shall pay the Covered Person in respect of such loss or damage up to the Coverage Amount specified in the certificate of this Policy.

Conditions

- a. The Covered Person shall immediately notify the carrier of the missing baggage and get written confirmation from the carrier of the number of hours he was without his baggage. In the event of the baggage being lost, the Covered Person shall obtain a written confirmation from the carrier that the baggage is 'non-traceable' or 'lost'.
- b. The cover in respect of any one article and for jewellery and valuables is specified in the certificate of this Policy.

Exclusions (in addition to the General Exclusions)

The Company shall not cover the following:

- a. Baggage delayed, detained or confiscated by Customs or officials of any local authority/body.
- b. Claims in respect of accessories for vehicles or boats.

- c. Loss or damage due to :-
 - moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration.
 - Mechanical or electrical failure
 - Any process of cleaning, repairing, restoring or alteration
- d. More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- e. Devaluation of currency or shortages due to errors or omissions during monetary transaction.
- f. Loss not reported to either the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained.
- g. Any expenses incurred which would have been recoverable from any other source (source shall include airlines, police authorities, travel agents/tour operators, hotels etc.)
- h. Losses from unattended vehicles unless secured in a locked boot.
- i. Breakage of sports equipment in use or loss of or damage to pedal cycles or hired equipment.

3.5 Loss of Travel Document and Passport

In the event of a Covered Person suffering loss of his/her passport whilst on the covered trip, the Company shall pay the Covered Person for up to the amount specified in the Certificate in respect of replacement cost plus reasonable additional accommodation and travel expenses incurred only by the Covered Person whilst outside Sultanate of Oman during the Journey. PROVIDED THAT upon discovery immediate notification shall be given to the Covered Person's nearest Embassy and a written report obtained from them of the loss. When not being carried by the Covered Person, passports must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Covered Person.

Exclusions (in addition to the General Exclusions)

1. The Company shall not be liable in respect of any loss of which is not reported to the police within 24 hours and a written report obtained
2. Impounding of Passport by any authorities
3. If the loss is recoverable under other Takaful and/or insurance or recoverable from other source.

SECTION 4 – PERSONAL LIABILITY

Scope of Cover

The Company shall pay the Covered Person against all sums which they would become legally liable to pay as damages or costs in respect of Accidental death or Bodily Injury and/or Accidental loss or damage to material property belonging to any third party up to the limit specified in the certificate due to an incident during the Covered Trip.

Conditions

- a. The limit of cover is inclusive of all the Covered Person's costs and expenses incurred with the prior written approval of the Company;
- b. The Covered Person shall give immediate notice to the Company of any occurrence for which there may be liability under this section and shall provide the Company with such particulars and information as the Company may require and shall forward to the Company immediately on receipt any letter, writ, summons and process and shall advise the Company in writing immediately the Covered Person has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
- c. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Company. The Company shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other person. The Covered Person shall give any information and assistance required;
- d. The Company may at any time and at their sole discretion pay to the Covered Person the maximum Coverage Amount payable under this section in respect of any claim. The Company shall then be exempt from all future liability under this section.

Exclusions (in addition to the General Exclusions)

- a. Injury to employees of the Covered Person
- b. Liability arising out of
 - the ownership or use of animals, vehicles, air craft or water craft (other than manually propelled rowing boats, punts or canoes)
 - property belonging to or held in trust by or in the custody of or control of the Covered Person.
 - any wilful damage or misconduct
 - the carrying on of any trade, profession or business.
- c. Liability to members of the Covered Person's family or any employee
- d. Liability assumed by the Covered Person by any Contract with any third party .
- e. Liability for which indemnity is provided to the Covered Person under any other Policy.

SECTION 5 – LEGAL EXPENSES

Scope of Cover

If during a policy period, the Covered Person sustain bodily injury or illness during a trip which is caused by a third party, we will pay up to the Coverage Amount specified in the certificate to cover legal expenses arising out of any one claim.

Legal Expenses means:

- i. Fees, expenses, costs of an expert witness and other disbursements reasonably incurred by the legal representatives in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused you accidental bodily injury against the judgment of a court, tribunal or arbitrator.
- ii. Cost for which you are legally liable following an award of costs by any court or tribunal or an out-of-Court settlement made in connection with any claim or legal proceedings.

Legal Representative: means the solicitor, firm of solicitors, lawyer, advocate or other appropriate qualified person or firm or company appointed to act on your behalf. Any One Claim: means all claims or legal proceedings including any appeal against judgment con-sequent upon the same original cause, event or circumstance.

Exclusions (in addition to the General Exclusions)

This cover will not be pay for:

1. Legal Expenses incurred before receiving our prior authorization in writing unless such costs would have been incurred subsequent to our authorization.
2. Legal Expenses incurred in connection with any criminal or wilful act.
3. Legal Expenses incurred in pursuing any claim for compensation either individually or as a member of a class action lawsuit against the manufacturer, distributor or supplier of any drug, medication or medicine
4. Legal Expenses incurred in pursuing any claim for compensation either individually or as a member of a class action lawsuit against or against a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an arbitration scheme of complaint procedure.
5. Legal expenses incurred in the defence against any civil claim or legal proceedings made or brought against you unless as a counter claim.

GENERAL EXCLUSIONS

APPLICABLE TO ALL THE SECTIONS UNDER THE POLICY

The Company shall not cover for:

1. Death, disablement, loss, damage or expenses directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority including an act of terrorism;
2. Death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to or by or arising from
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. Death, disablement, loss or expense arising out of pressure waves caused by aircraft and other flying machine travelling at sonic or supersonic speeds;
4. Death, disablement or expense attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof;
5. Death, disablement, loss or expense directly or indirectly arising out of or contributed to by the Covered Person's wilful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in an attempt to save human life), or the Covered Person's own criminal act;
6. Death, disablement, loss or expense arising out of and or attributable to:
 - a. the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse;
 - b. any anxiety or depression;
 - c. pregnancy or childbirth if the baby is due during the Covered Trip or within 12 weeks of the end of the Covered Trip;
 - d. the Covered Person engaging in flying of any kind other than as a passenger;
 - e. motor cycling
 - as a driver or passenger on machines with more than 125cc engine capacity;
 - as a driver if the Covered Person do not have a valid driving licence;
7. Death, disablement, loss or expense whilst the Covered Person is:
 - a. Undertaking any form of hazardous work in connection with any business, trade or profession, racing, motor rallies and competitions, professional or organised sports, mountaineering (reasonably requiring the use of ropes or guides), pot holing, ski- diving, winter sports, or any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;
 - b. Competing in or practising for speed or time trials, sprints or racing of any kind;
 - c. Engaged in or taking part in expeditions or being a crewmember on a vessel travelling from one country to another;
8. The excess specified in the Certificate as applicable to the relevant sections.
9. Expenses incurred as a result of the Covered Person engaging in active services in the Armed Forces of any nation.

10. Expenses incurred where the Journey is undertaken against the advice of a currently qualified medical practitioner.
11. Any property or expense more specifically covered under any other Policy.
12. Expenses arising through fraudulent use of credit cards.
13. death, disablement, loss, damage or expenses directly or indirectly occasioned by or commission of or the attempt to commit an unlawful act.
14. Costs which would have been payable if the event giving rise to a claim had not occurred.
15. Costs incurred in respect of the period of any Journey that exceeds the 90 days duration of cover.
16. Pre-existing diseases of any kind.
17. Consequential loss of any nature.
18. Any costs or expenses incurred in pursuing claims against a travel agent, tour operator, Takaful company/insurer, insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, Takaful company/insurer, insurance agent or carrier contracted as part of the original Journey and not any third party's carrier booked directly by the Covered Person during the Journey.
19. **NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION**
This Policy does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
If the Company alleges that by reason of this exclusion any claim is not covered by this Policy the burden of proving the contrary shall be upon the Covered Person.

GENERAL CONDITIONS

APPLICABLE TO ALL THE SECTIONS UNDER THE POLICY

1. ELIGIBILITY

The Covered Person is eligible for the benefits under the policy only if he:

- holds a valid Oman residence Visa both at the Commencement Date and at the date when he incurred a loss under any of the covered benefits;
- The Cover Person must meet the eligibility conditions stipulated by the Bank to become a Cardholder.
- The Covered Person shall be within the age criteria mentioned herein.
- Benefits are available when a Cardholder is travelling outside his/her Normal Country of Domicile and has paid at least 50% of their tickets for the travel using the Bank Muscat credit card.

2. NOTICE

On the happening of any event likely to give rise to a claim under this Policy, written notice thereof shall be given by the Covered Person immediately to the Company or within 30 days from the date of loss.

3. ENTITLEMENT TO BENEFITS

- a. Payment of Benefit shall be limited to admissible expenses, after allowing for amounts receivable from any other organisation or any other Policy or recoverable as damages. The benefit levels payable are detailed in the Schedule of Benefits and are subject to the terms and conditions of this Policy.
- b. A claim form must be completed by the Covered Person and submitted to Company within 30 days of expenditure being incurred. This time limit may be extended subject to the prior approval of the Company where supporting accounts are not available in time.
- c. All accounts submitted in respect of expenditure incurred must be originals and not photocopies.

4. FRAUD

Any fraud, concealment or deliberate mis-statement by a Covered Person, if unknown to the Policyholder, either in the proposal on which this Policy is based or in relation to any other matter affecting this Policy or in connection with the making of any claim hereunder shall render this Policy null and void in so far as it relates to the Covered Person in question but any such fraud, concealment or deliberate mis-statement by or known to the Covered Person shall render the whole Policy null and void and all claims hereunder shall be forfeited.

5. INDEMNITY

- a. Each party agrees to pay the other party and that other party's agents, representatives and employees, from any and all charges, claims and causes of action by third persons including but not limited to their respective agents, representatives and employees based upon or arising out of any damages losses expenses charges costs injuries illness and death sustained or incurred by such person or persons resulting from or in anyway directly or indirectly connected with the performance or non-performance of Linkham Assist.
- b. If a claim is filed against either party for which the other party receiving the claim shall promptly notify the other party of such a claim and shall not settle it without the prior written consent of the other if any claims has or has been or is likely to be asserted against such other party for contribution hereunder.

6. JURISDICTION & LITIGATION

This Policy shall be subject to and governed by, in its interpretation or in respect of any difference or dispute arising out of or in connection with it, to the laws and regulations of Sultanate of Oman. The competent Courts of Sultanate of Oman shall have the sole jurisdiction in case of any difference or dispute arising out of or in connection with this Policy.

7. LIMITATIONS

- a) Both Parties cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including, but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company from rendering such services.
- b) The Bank expressly acknowledges and agrees that the Company may utilise the services of third parties who are not employees of the Company and that the Company may have a limited ability to control and monitor the actions of such parties during the performance of services. The Company utilise prudent professional criteria in the selection of its correspondents and contractors and shall be and remain liable for their acts or omissions.
- c) The Company / Linkham Assist reserves the right to limit to one emergency evacuation and/or repatriation attributable to any single medical condition of a Covered Person.

8. SUBROGATION

- a. The Company shall be subrogated up to the full cost of services it has provided to the rights and causes of action of the Covered Person to any party responsible for acts giving rise to Bodily Injury or Illness for which the Company have rendered services.
- b. The Company may at any time at their own expense and without prejudice to this Policy take proceedings in the name of the Covered Person to obtain compensation or secure a settlement from any third party in respect of any loss or injury giving rise to the provision of services under this Policy.
- c. Should services provided by the Company be covered in whole or in part by another Policy, then the Company will be subrogated to the rights and recourses of the Covered Person against the said company. Any portion of a Covered Person's travel ticket which is unused due to an Emergency Evacuation or Repatriation organised by the Company shall be surrendered to the Company.

9. ASSIGNMENT

Covered Person cannot assign his / her rights and obligations in this Cover without the prior consent in writing by the Bank

GENERAL PROVISIONS

APPLICABLE TO ALL THE SECTIONS

- 1) A Covered Trip under this Policy shall not commence:
 - a. after receipt of a terminal prognosis.
 - b. against the advice of a registered qualified medical practitioner.
 - c. while receiving in-patient treatment or awaiting such treatment.
 - d. with the intention of obtaining medical treatment during the Covered Trip.
- 2) The Covered Persons must take reasonable care to prevent loss, damage, Accident, Bodily Injury or Illness.
- 3) The Covered Person shall at their own expense furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require, in the form and of the nature prescribed by the Company. The Company shall be allowed at their own expense and upon reasonable notice to the Covered Person to arrange a medical examination of the Covered Person from time to time, or in the case of death, upon reasonable notice to the Covered Person's legal representatives, to have a post-mortem examination of the body.
- 4) All words appearing in the gender of one sex shall be taken to include both sexes.
- 5) The certificate forms part of this Policy and the expression "this Policy" or "Policy" wherever used in this contract shall read as including the certificate and any attached sections, specifications, conditions, provisions, limitations, terms, endorsements or exclusions
- 6) In the event that the Company incurs any cost and/or expense not covered under this Policy on the Covered Person's behalf, the Covered Person shall reimburse such costs and expenses to the Company.
- 7) The due observance and fulfilment of the terms, provisions, conditions, limitations of this Policy in so far as they relate to anything to be done or complied with by each Covered Person and the disclosure of all material facts shall be condition precedent to any liability of the Company under this Policy. If the circumstances in which the Contract was entered into are materially altered without the written consent of the Company, the Policy shall become null and void in respect of the Covered Person concerned.
- 8) Covered Person has no authority to change this Cover or waive any of its terms and conditions.
- 9) Covered Person does not have any right or authority to create any obligation, warranty, representation, or responsibility, expressed or implied, on behalf of the Bank, to bind the Bank in any manner whatsoever, in so far as the Bank is concerned, outside of the terms, conditions and stipulations of this Cover
- 10) All notices made under this Policy may be served or sent by first class post or facsimile to the last known address or facsimile number of the Bank and the Company as set out in this Policy. Letters mailed by registered mail, shall be deemed to be served at the expiry of 72 hours after the time of posting.
- 11) Failure at any time during the term of this Policy of either party hereunder to enforce any provision of this Policy shall not constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time.
- 12) The parties hereto acknowledge and agree that the terms of this Policy constitute the entire terms between them and no amendment to or modification of this Policy shall be effective for any purpose unless the same shall be confirmed in writing by the parties hereto but any such amendment to or modification of this Policy shall not be construed as a waiver of any subsequent breach, whether of the same or different provisions.

- 13) In this Policy headings are used for reference only and do not affect the construction or meaning of the Policy.
- 14) References to Schedules are references to the certificate to this Policy and references to clauses or sub-clauses are, unless otherwise stated, references to clauses or sub-clauses of this Policy.
- 15) If the Covered Person has more than one Cover covering similar benefits covered herein, then he is eligible only for a ratable proportion of the claim under this Cover. This is not applicable to Personal Accident claims.

CLAIMS PROCEDURE

1. Any claim under this Policy shall be intimated to the Company as soon as practicable but in any event within 30 days after the date of occurrence of event giving rise to a claim.
2. The Covered Person / Covered Person's representatives shall complete and return the claim form together with all receipts, reports and all evidence requested on the claim form. All claims must be substantiated by receipts valuations, medical, police or other report(s) as applicable.
3. Documents to support the claim in respect of various benefits, required by the Company, include but are not limited to the following:
 - Death Claims
 - Death Certificate
 - Police Report
 - Permanent Total / Dismemberment Claims
 - Disability Certificate from an authorized medical practitioner to assess disability
 - Police Report
 - Medical Report with details of treatment given (if any)
 - Emergency Medical Claims
 - Detailed Medical report issued by the Doctor who had treated the Covered Person.
 - Receipts or bills for in-patient/out-patient treatment or emergency dental treatment received.
 - Invoice for Medicines purchased / facilities availed.
 - Cash receipt given by the hospital.
 - Proof of repatriation expenses if applicable.
 - Cancellation & curtailment Claims
 - Death or medical certificate of Covered Person's close relative causing cancellation of trip.
 - Booking confirmation together with a cancellation invoice from the Covered Person's travel agency, tour operator or provider of transport/accommodation.
 - Unused travel tickets.
 - Receipts or bills for any costs, charges or expenses claimed for.
 - A letter from the commanding officer concerned, confirming cancellation of authorized leave or call up for operational reasons.
 - Any relevant information relating to the Covered Person's claim under this sections that the Company/Linkham Assist may ask for.
 - Copy of evidence of other reason (like SRCC or quarantine etc.), which causes cancellation of trip.
 - Travel Delay Claims
 - A property Irregularity Report from the airline or shipping line or their handling agents stating the reason and period of delay.
 - All the necessary bills/invoices pertaining to the consumables purchased by the Covered Person for his emergency needs.

- Delayed Baggage Claims
 - Copy of written confirmation of Airlines or Shipping lines or their handling agents stating the reasons and period of delay in respect of delayed baggage.
 - All the necessary bills/invoices pertaining to the consumables purchased by the Covered Person for his emergency needs.
- Loss of Personal Baggage/Money Claims
 - Copy of written confirmation from carrier that baggage is “non-traceable” or “lost”
 - Report from the local Police within 24 hours in the country where the incident occurred for all loss, theft or attempted theft,
 - A Property Irregularity Report from the airline or a letter from the carrier or Airlines Shipping Lines or their handling agents where loss, theft or damage occurred in their custody.
 - An original receipt, proof of ownership of valuation for items lost, stolen or damaged.
- Loss of Passport Claims
 - Copy of notification given to the nearest Embassy
 - Written report from the Embassy
 - Police Report.
- Personal Liability Claims
 - Notice of claim lodged on the Covered Person by third party.
 - Copies of Correspondence exchanged between Covered Person and third party.
- Legal Expenses
 - A doctor’s certificate in respect of accidental personal injury or death certificate in respect of accidental death.
 - Any independent witness statements.
 - Any available supporting documentary evidence (including photographs if possible).

APPENDIX NUMBER 1

In the event of any illness, injury, accident or hospitalisation which requires Inpatient or Outpatient treatment anywhere in the world, the Covered Person’s must contact our 24 hour assistance services:

Linkham Assist:

Tel : +442036071347

Email: assist@linkhamservices.com

For any claims under other sections please call Contact Takaful Oman Insurance SAOG : +968 22303030

PART -B RENTAL CAR PROTECTION

Definitions

Antique Vehicle means a land motor vehicle which is over 20 years of age or one which has not been manufactured for 10 years or more

Expensive or Exotic Vehicle means a land motor vehicle of the following marks namely Aston Martin, Bentley, Bricklin, Corvette, Daimler, De Loren, Excalibur, Ferrari, Jaguar, Jensen, Lamborghini, Lotus, Maserati, Porsche or Rolls Royce.

Rental Automobile means a land motor vehicle with four or more wheels, which is designed for use mainly on public roads and which the Eligible Person has rented for the period of time shown on the Rental automobile Agreement. It does not include:

1. Vehicles not required to be licensed:

2. Trucks, Campers, for wheels drive vehicles, trailers, off-road vehicles, motorbikes, recreational vehicles, vans or mini vans mounted on a truck chassis:
3. Antique cars (meaning cars which are over 20 years old or have not been manufactured for 10 or more years)
4. Limousines, nor;
5. Expensive or exotic cards

Rental Automobile Agreement means the entire contract an Eligible Person receives when renting a car from a Rental Automobile Agency which describes is full of the Rental, as well as the responsibilities of all parties under the contract.

SCOPE OF COVER

Automobile Theft and /or Physical Damage

Coverage is provided for loss or damage to the Rental automobile including loss or damage caused by collision of the automobile with another object or by upset of the automobile in accordance with the Policy Schedule. At the Company's option, this coverage will either pay for, repair or replace damage property.

Coverage is not provided for:

1. The rental of a vehicle which does not meet the definition of a "Rental Automobile" as defined herein;
2. Any collision that occurs while under the influence of drugs or alcohol, or reckless driving;
3. Losses covered by any other insurance/takaful coverage including automobile physical damage insurance/takaful purchased through the automobile rental agency.
4. Losses incurred by an unauthorized driver (driven without valid and effective driving license at time of accident).
5. Wear and tear, freezing, mechanical or electrical breakdown unless caused by other loss covered by this policy; or
6. Blowouts, punctures or other road damage to tyres unless caused by other loss covered by this policy
7. Antique vehicles
8. Expensive or Exotic vehicles
9. Car Rental or hiring expenses completely
10. Any loss/damage when the rented motor/vehicle is driven any person other than the Card holder/Covered Persons.

Terms and conditions for rental car related covers

The coverage provided by this policy is subjected to the following terms and conditions:

A. Duties after Accident or Loss:

1. The Eligible Person must notify the Company of any loss and must be told how, when and where the loss occurred
2. Additionally, the Eligible person must do the following:
 - a. Report the loss to the police;
 - b. Permit the under writers to inspect and appraise the damaged property before its repair or disposition;
 - c. Do what is reasonably necessary after loss at the underwriter's expenses to protect the Rental Automobile;
 - d. Submit a proof of loss as required

B. Claim Form:

Upon receipt of a notice of loss, will furnish to the Eligible Person the necessary forms for filing proof of loss.

C. Proof of loss

A written proof of loss must be submitted to the Company within three (3) months after the date of loss. The Company's claim form must be completed and signed. All required documentation must be attached including a copy of the credit card charge slip, a copy of the full rental agreement, a copy of the accident or police report, a copy of the Automobile Rental Company's repair bill or estimate (if available) and a copy of the Eligible Persons personal motor insurance/takaful policy or a notarized statement that the Eligible Person does not have any such insurance/takfaul. This requirement may be waived by "to be agreed".

D. Time of payment of claims:

Benefits payable under this policy for any loss will be paid immediately upon receipt of the written proof of such loss and all required information necessary to support the claim.

E. Payment of Claims:

All benefits payable will be paid to the Eligible Person or any agreed party

F. Misrepresentation and Fraud:

Coverage as to an Eligible Person shall be void if, whether before or after a loss, this Person has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the eligible person therein, or if the eligible person commits fraud or false swearing in connection with any of the foregoing.

G. The Company's Right to recover from others:

If the Company makes payments, they are entitled to recover such amounts from other parties or persons. Any party or person to or for whom the Company make payment must transfer to the Company his or her rights of recovery against any other party or person. The party or person transferring such rights must do everything necessary to secure these rights and must do nothing that would jeopardize them.

H. 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

PART -C PURCHASE PROTECTION

Bank means the Bank Muscat SAOG, Sultanate of Oman

Card means a Visa/ master card/diners card or similar credit card issued by the Bank including principals and Supplementary Cards (which excludes lodged and corporate cards) for which the benefits under this policy shall apply.

Card member /Covered Person means holders of card issued to eligible accounts by the Bank

Commencement Date means the date the Card member is enrolled for this benefit

Company means Takaful Oman Insurance SAOG, Sultanate of Oman

Covered Purchase means an eligible item purchased by a Cardholder and paid for using an Eligible account. For a purchase to be considered a covered purchase, amount for the item must have been made through the Eligible account

Due Diligence means the performance of all vigilant activity, attentiveness and care that would be taken by reasonable and prudent person in the same or similar circumstances in order to guard and protect a Covered Purchase from loss, theft or damage.

Eligible account means Visa/Master card/Diners card or similar credit card account issued by the Bank for which benefits under this policy shall apply as per the provisions of the Bank.

Mysterious Disappearance means the vanishing of a purchased item in an unexplained manner where there is an absence of evidence of a wrongful act by a person or persons.

Stolen means a loss which involves the disappearance of a Covered Purchase.

Eligible item means an item, purchased by the Cardholder solely for personal use (including gifts), which has been charged fully (100 %) to the covered Card and is not listed under WHAT IS NOT COVERED on this section.

Purchase price means the lower of the amounts shown on either the covered card billing statement or the store receipt for the Eligible item.

SCOPE OF COVER

In the event of loss through theft, fire and /or accidental damage to an Eligible item within 90 days of purchase, the Company will, at their option, repair or replace the eligible item with an item, of like kind and quality whichever is less or credit the Cardholder account an amount not exceeding the purchase price of the Eligible item, or the single item limit shown in the Benefit Table whichever is lower. Company will not pay more than the amount shown in Benefit Table for any one event, or more than the maximum amount shown in the Benefit Table in any one 365-day period.

Benefit Table

LIMITS FOR PURCHASE PROTECTION – CATEGORY A

- a) USD 3,000 any one covered article; nevertheless, Company shall not be liable to pay more than intrinsic value of a lost or damaged item which is part of a pair or set purchased as a single Covered Article;
- b) USD 6,000 in all any one loss involving more than one Covered Article;
- c) USD 20,000 in all in the covered period , any one Covered Person;

Excess/Deductible – USD 50 each item, each and every occurrence.

LIMITS FOR PURCHASE PROTECTION – CATEGORY B

- a) USD 2,000 any one Covered Article; nevertheless, Insurers shall not be liable to pay more than the intrinsic value of a lost or damage item which is part of a pair or set purchased as a single Covered Article;
- b) USD 4,000 in all any one loss involving more than one Covered Article.
- c) USD 10,000 in all in the covered period, any one Covered Person;

Excess/Deductible – USD 50 each item, each and every occurrence.

AGGREGATE LIMITS UNDER THE POLICY

(APPLICABLE FOR ALL CARDS EXCLUDING CLASSIC CARDS)

- USD 750,000 in all in the covered period in respect of all Covered Persons.

SPECIAL CONDITIONS

1. Purchase Protection provides cover only for claims or portions of claims that are covered by other applicable guarantees, warranties, insurance or indemnity policies, subject to the stated limits of liability
2. Claim for an eligible item belonging to a pair or set, will be paid up to the full purchase price of the pair or set, provided the items are not useable individually and cannot be replaced individually.
3. If you purchase the eligible item belonging to pair or set, will be paid up to the full purchase price of the pair or set, provided the items are not useable individually and cannot be replaced individually.
4. You must exercise due diligence and do all things reasonably practicable to avoid any direct physical theft or damage to an Eligible item.

5. You will need to transfer to us, on our request and at your expense, any damaged Eligible item or part of a pair or set and assign the legal rights to recover from the party responsible up to the amount we have paid.
6. You must document that the claim has not been sent to others Takaful and /or insurance company.
7. You must provide us with the original sales receipt from store, original of card receipt, original of account showing the transaction and the police report.

EXCLUSIONS

Covered Purchase does not include:

1. The excess of US\$50, applying to each and every item.
2. Lost items not connected to theft, fire or damage caused by accident.
3. Mysterious disappearance if items.
4. Any item which when purchased has been used, second – hand, altered, or bought fraudulently by the Cardholder.
5. Damage to clothing or material through cleaning or alteration.
6. Damage to items caused by products defects.
7. Expenses due to repairs not performed by workshops approved by Company /Linkham Assist.
8. Stolen items not reported to the police within 48 hours of discovery and written report obtained.
9. Items left unattended in a place accessible to the public.
10. Loss or damage due to normal wear and tear of items or damaged due to normal use or normal activity during sports and games (example golf or tennis balls, or others consumable items used for sport or games).
11. Motor vehicles, motorcycles, bicycles, caravans, trailers, hovercraft and their accessories or their motors, equipment and accessories (including but not limited to communication devices intended solely for use in the vehicle
12. Boats/jetskis/any waterborne vessels or similar items
13. Loss or damage due to, radioactivity, water, damp, earthquake, unexplainable disappearance or error during production.
14. Theft, Loss or damage when item is under supervision, control or taking care of, by third party other than allowed according to safety regulations.
15. Losses from any item of any property, land or premises unless entry or exit to the property or premises was gained by the use of force, resulting in visible physical damage to the property or premises.
16. Direct physical theft or damage to items in a motor vehicle or as a result of the theft of said motor vehicle
17. War or hostilities of any kind including but not limited to invasion, rebellion or insurrection, terrorism, civil war, usurped power, popular rising. Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war
18. Loss of jewellery, watches, precious metals and gemstones.
19. Art, antiques, rare coins, stamps and collector's items.
20. Animals, living plants, consumables, perishable goods or permanent installations.
21. Electronic items and equipment, including but not limited to, personal stereos, MP3/4 players, mobile telephones, computers or computers computer – related equipment whilst at your place of employment, items used for business purpose.
22. Riot and civil commotions, strikes, labour and political disturbances,
23. Items purchased in the Internet unless it is from a local country registered site.
24. Theft or accidental damage to any item and conditions of such other Takaful and /or insurance covering the same theft or accidental damage, or where the terms and conditions of such other Takaful and/or insurance have been broken or for the reimbursement of any evident excess.
25. Land or buildings
26. Travelers cheques, tickets of any kind, negotiable instruments, documents, bullion, rare or precious coins, currency, silver, gold, cash or its equivalent, stamps, collectable items, custom dental appliances and dwelling
27. Items which the Card member damages through alteration (including cutting, sewing or shaping); or

28. Services (including but not limited to the performance or rendering of labor or maintenance, repair or installation of products, goods, property or professional advice of any kind)
29. Theft of, or damage to, cameras or video recording equipment contained in baggage is not covered unless carried by the Cardmember by hand or under the personal supervision of the Cardmember or the Card member's travelling companion previously known to the Card member.
30. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or in controlled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated by the Covered Person against in this policy;
31. Moths, vermin, inherent product defects
32. Confiscation by any government, public authority or customs official;
33. Losses arising from illegal activity or acts
34. Items stolen from unattended vehicles are not covered
35. Consequential losses of any kind
36. Property whilst in the process of cleaning, repairing or restoring.
37. Coverage is not provided for loss or damage when the Cardmember fails to exercise Due Diligence to avoid or diminish loss or damage to Covered Purchases.
38. Coverage is not in respect of scratching, denting, discoloration of painted or polished surface
39. No cover is in force prior to the delivery and personal acceptance, by the Covered Person or other designated person, of a consumer product in perfect condition.
40. Coverage is not provided for theft of damage caused by Fraud, failure to follow the manufacturer's instructions, abuse, wear and tear, gradual deterioration, seepage or ingress of water, moisture, humidity, change in atmospheric conditions, including change in temperature;

CONDITIONS FOR SECTION B – PURCHASE PROTECTION

1. Exercise due care

The Cardholder must take all necessary action to avoid or diminish loss or damage to Covered Purchases.

2. Notification of Claims

Immediate notices of loss or damage shall be reported to the Company but not exceeding 30 days from the date of loss or damage. Failure to give notice within 30 days from the date of the incident will result in a denial of the claim. The Cardmember shall take all reasonable measures to protect, save and / or recover the property and at their own cost shall surrender the damaged property to the Company when required.

3. Non – contribution Clause

Coverage is limited only to those amounts not covered by any other Takaful and /or insurance policies, up to the original purchase amount. In no event will this coverage apply as contributing Takaful. This "Non-Contribution" Clause will take precedence over the "Non-Contribution" Clauses found in other Takaful and /or insurance policies

4. Claim Forms

The Company, upon receipt of a notice of claim, will furnish to the Cardholder the necessary forms for filing the claim.

5. Proof of loss

Written proof of loss including any required information necessary to support a claim must be furnished to the Company at its said location within forty-five (45) days after the date of the incident. The Company will pay claims that are completely substantiated in the manner requested within (6) months from the date of loss. The Cardmember shall attached all requested documentation, including a legible copy of the credit card charge slip or credit card account statement showing the Covered purchase and/or store receipt and police report or other proof of loss.

6. Pair and set Clause

With Respect to Covered Purchase which consist of articles in a pair or set, the Company's liability shall be limited to the cost of any particular part(s) which may be stolen or damaged, unless the articles are unusable individually and cannot be replaced individually; provided, however, liability for items of fine arts consisting of articles in a pair, set or collection, will not be more that that cost of any particular parts which may be loss or damaged without reference to any special value which article or articles may have as part of such pair, set or collection.

7. Excess

The excess amount of USD 50/- will be deducted from each item, each and every occurrence.

8. Termination of Cover

A Covered Person's coverage shall terminate from the date the Covered Person is no longer eligible to participate as per Bank's rules or the date of termination of this Policy whichever shall happen first.

9. Misrepresentation and fraud

Coverage as to a Cardholder shall be void if, whether before or after a loss, the Cardholder has concealed or misrepresented any material fact or circumstances concerning the Contract or the subject thereof, or the interest of the Cardholder therein, or if the Cardholder commits fraud or false swearing in connection with any of the foregoing in respect of the particular Cardholder.

10. Right to Recover from Others

If the Company makes payments, it is entitled to recover such amounts from other parties or persons. Any party or person to or from whom the Company makes payment must transfer to the Company his or her rights of recovery against any other party or person. The party or person transferring such rights must do everything necessary to secure these rights and must do nothing that would jeopardize them.

11. Claim Payment

All benefits payable under this Contract shall be paid by the Company to the Covered Person.

12. Notification to Police

Claims for theft or loss of covered articles will not be considered unless the theft or loss is reported to the police, or an appropriate authority where the incident took place, immediately upon discovery and written report obtained.

13. Legal Actions

No action at law or in equity shall be brought to recover on this Contract prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Contract.

SITUATION/TERRITORIAL LIMITS: Worldwide.

CHOICE OF LAW & JURISDICTION:

This Insurance shall be governed by and construed in accordance with the law of Sultanate of Oman and Each party agrees to submit to the exclusive jurisdiction of the Courts of Sultanate of Oman.

SANCTIONS AND LIMITATION EXCLUSION:

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the Company shall not be liable to pay any claim or provided any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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 or United States of America.

WAR & TERRORISM EXCLUSION CLAUSE:

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this Policy 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 warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority
3. 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 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 purpose 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), (2) and/or (3) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Policyholder /Covered Person.

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

Cyber Risk Exclusion Clause:

Losses arising, directly or indirectly from:

1. The loss of, alteration of, or damage to, or
2. 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.

That results from the malicious or negligent transfer (electronic or otherwise) of computer program that contains any malicious and damaging code, including but not limited to computer virus, logic bomb, or trojan horse and which can be identified as the cause of loss do not in and of themselves constitute a claim under this policy.

Exclusions

POLITICAL RISKS: Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with or in consequence of any of the following regardless of any other causes or event contributing concurrently or in any other sequence to the loss:

1. War, civil war, invasion acts of the of foreign enemies, hostilities or war – like operations (whether war be declared or not);
2. Mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
3. Civil commotion assuming the proportion of or amounting to a popular arising;
4. Any act (Whether or behalf of any organization, body, person, local or tribal authority with force, calculated or directed to overthrow any state or government, authority with force, or any provincial, local or tribal authority with force, by means of fear, terrorism or violence or use of force or and/or the threat thereof;
5. Losses in any way caused or contributed to by a terrorism involving the use or release or the threat of any nuclear weapon or device or chemical or biological agent. For the purpose of this clause, contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of the chemical and/or biological substances:
6. Loss, damage, cost or expenses directly or indirectly arising out of biological or chemical contamination or missile, bombs, grenades, explosives or any ammunition.
7. Conspiracy, confiscation, commandeering or nationalization or requisition or destruction of or damage to property by or under the order of any de jure or de facto government or by public or local authority;
8. Looting or pillage or theft or burglary in connection with any act referred to in this clause;

9. Consequential losses or damages arising from any act referred to in this clause:
10. Acts of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in this clause:
11. Malicious damage in furtherance to any act referred to in this clause;
12. Any act of terrorism, meaning an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) or persons, whether acting alone or on behalf of on in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purpose or reason including but not limited to:
 - a) The intension to influence or affect the conduct of any government (de jure or de facto);
 - b) To put the public, or any section of the public in fear;
 - c) To commit violence or threaten violence against one or more persons (whether legal or natural);
 - d) Damaging tangible or intangible property;
 - e) Endangering life;
 - f) Creating a risk to the health or safety of the public or a section of the public;
 - g) An act designed to interfere with or disrupt an electronic system.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this Policy the burden of proving the contrary shall be upon the Policyholder /Covered Person.

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

CLAIMS PROCEDURE:

Upon happening of an event giving rise to a claim under the Contract, the Cardholder shall follow the following procedure:

- a. Give immediate written notice to the Company but not later than 30 days from the Date of Event
- b. The Cardholder shall complete the standard claim form issued by the Company and produce at no cost to the Company with such evidence to substantiate the claim to the satisfaction of the Company as the Company may reasonably require;
- c. The Covered Person shall submit the following documents:
 1. Copy of purchase invoice
 2. Copy of Card payment slip/ eligible account statement
 3. Copy of police report (if applicable)/or any other proof of loss
 4. Copy of Repair estimate (if applicable)
 5. Photographs of the damaged Covered Purchase (if applicable)
 6. Any other document as requested by the Company

All documents as indicated above may be required to be produced in original (other than those surrendered to the authorities) for verification before the final settlement of claim.