

Domestic Servant Takaful Personal Accident

The Insured having applied for the insurance expressed herein and made a Proposal and Declaration which shall form the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the premium as consideration for the insurance.

The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (collectively referred to as the "Term of the Policy") pay to the Insured Person or his/ her legal personal representative /s the Benefit /s referred below if during the Period of Insurance the Insured Person shall sustain bodily injury caused by violent accidental external and visible means resulting directly (NOT due to any other cause) within twelve calendar months in death or disablement.

1. Death due to accident	Capital Sum BD 3,200/-
2. Permanent Total Disability due to accident	Capital Sum BD 3,200/-
3. Permanent Total Disablement	such percentage of the Capital Sum as is specified in the permanent Disablement Scale of the Policy.
4. Repatriation fee	Not exceeding BD 800/-

Provided that:

- a) Loss of a limb or member or part therefore shall mean loss by actual physical severance or total and permanent loss of use.
- b) The total sum payable under 3 in respect of injury to more than one portion of a limb or member or part therefore shall not exceed the sum payable in respect of such injury to the whole of that limb member or part therefore.
- c) In the event of an occurrence either 1 or 2 shall be payable and not both
- d) Any sum payable for 1 or 2 shall be reducing by the total of any payments made under Benefit 3 in respect of the same bodily injury.
- e) A payment under Benefit 1 or the maximum of either Benefit 2 or 3 shall with effect from the date of the accident resulting in such payment shall discharge the Company from any further claim under the policy.
- f) Due to the Insured Person shall have been ascertained and proved to the satisfaction of the company.

- g) Under Benefit 6: The Cover will be for Cancer, Kidney Failure, Coronary by pass Surgery, Stroke and Heart Attack provided, no pre-existing conditions will be covered, a waiting period of 90 days from the inception at the policy and 30 days survival from the date of diagnosis.

Conditions

1. Interpretation:

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 meaning wherever it may appears.

2. Observance:

The liability of the company shall be conditional on the Insured of the Terms of the Policy.

3. Renewal:

The Insured shall before any renewal of this give notice to the company of any sickness or physical defect or infirmity of the Insured Person of which the Insured has become aware during the preceding period of Insurance and of name and address.

4. Claim Procedure:

Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under the policy together with full particulars of both the occurrence and the injury immediately in the case of the death or within twenty-one days of the occurrence if the injury be non –fatal.

All reports certificates and information required by the company shall be furnished at the Insured's expense and shall be in such form as the Company shall prescribe

The Insured Person shall from time to time submit himself to medial examination at the expense of the company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists to the cause therefore a qualified medical practitioner appointed by the company shall be allowed to make a post-mortem examination of the body of the Person at the Company's expense.

5. **Assignment:**

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to the Insured Person or his/her personal representative(s) or the Respective Embassy in Bahrain whose receipt shall be a discharge to the Company.

6. **Change of Occupation and Age. Limit:**

This Policy shall cease to be in force if there be any alteration in the Business or Occupation of the Insured Person unless the Company by endorsement declares the insurance to be continued.

7. **Cancellation:**

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the un-expired portion of the period of insurance.

8. **Arbitration:**

If any difference shall arise as to the amount to be paid under this Policy such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. The said two arbitrators shall, following their appointment and before commencing their proceedings, nominate a third arbitrator who shall act as an umpire to resolve the matters on which they disagree.

If either party fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be entitled to apply with the Summary Court Judge for the appointment of the Arbitrator.

Where the two arbitrators do not agree on the nomination of the third arbitrator to act as an umpire, the Summary Court Judge shall appoint such arbitrator upon the request of either party.

The Costs of the reference and of the award shall be in the discretion of the arbitrators or umpire making the award.

It is hereby expressly stipulated and declared that in the event of any disagreement between the Company and the Insured as to the amount to be paid under this Policy, the Insured shall not bring any legal action against the Company in accordance with this Policy except after completion the determination and the assessment of the amount of the loss or damage by the arbitrator, arbitrators or umpire in the manner hereinabove detailed.

The Arbitration proceedings shall take place in Bahrain and thereafter of the Civil and Commercial Procedures Act as enacted by legislative Decree NO.(1) of 1971 and its Amendments or any other related law.

9. **Geographical Limits:**

Kingdom of Bahrain

10. **Jurisdiction:**

The Company shall be under no liability under this policy in respect of:

- a) compensation for damages in respect of judgments delivered or obtained otherwise than through a court of competent jurisdiction within the Kingdom of Bahrain.
- b) Costs and expenses of litigation recovered by and claimant from the Insured which are not incurred in and recoverable in the Kingdom of Bahrain.

If there is any doubts as to the cover or meaning of this Policy, please consult the Company.

Exceptions

No payment will be made under this Policy for bodily injury consequent upon:

1. Any unlawful act of the Insured Person or his/her willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self injury or Acquired Immune Deficiency Syndrome (AIDS).
2. Medical or surgical treatment.
3. The effect or influence (temporary or otherwise) of alcohol or drugs.
4. Pregnancy or childbirth
5. winter sports rock climbing mountaineering (which requires the use of ropes or guides) pot-holing ski-diving parachuting association football or rugby football ice polo steeple chasing big games hunting other than on foot racing of any kind other than on foot.
6. Flying as a member of an air crew or in an aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a passenger in a regular flight of a passengers airline.
7. War invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power riot or civil commotion.

In the event of any claim and where the Company alleges that by reason of the above Exceptions any death disablement or expense is not covered by this Policy the burden of proving that such death disablement or expense is covered shall be upon the Insured Person or his/her legal personal representative(s)

8. regular or temporary military or police duties
9. Excluding Swine Flu.

Permanent Disablement Scales

	(percentage of capital sum)
1. Permanent loss of both hands and feet.	100%
2. Total & irremediable blindness in both eyes	100%
3. Total & irremediable blindness in one eye & loss of one hand or one foot.	100%
4. Permanent loss of one hand or one foot.	50%
5. Total & irremediable blindness to one eye.	50%
6. Loss of	
a) Right hand thumb	20%
b) Left hand thumb	10%
c) Right hand Middle finger	15%
d) Left hand Middle finger	10%
e) Right hand Ring finger	6%
f) Left hand Ring finger	5%
g) Little finger or either hand	5%
h) Any toe	3%
7. Loss of hearing in both ears	40%
8. Loss of hearing in one ear	10%