

# Policy handbook Smart Protector Plan



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### Your Policy Benefits

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

Imagine how difficult life would become for you and

your family if you meet with such a serious accident.

#### **Smart Protector Plan**

For this reason Gulf Insurance Group (Gulf) B.S.C. (c) (hereinafter referred to as GIG) introduces its Smart Protector Plan. Smart Protector Plan is designed to protect against financial losses occurring due to an Accident and resulting in medical expenses, need for repatriation, permanent disability or death. This plan is for Smart Individuals who like to plan ahead and believe in protecting their loved ones from the financial setbacks that can follow an accident.

#### **Policy Schedule of Benefits**

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

<sup>\*</sup>Family Coverage (Individual + Spouse + Dependent Children):

#### **Key Features**

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

<sup>1.</sup> Only a maximum of 4 Dependent Children are covered for 10% of the sum insured each, except for Accident Medical.

Reimbursement where 100% of limit applies.

<sup>3.</sup> Spouse is covered for 100% of sum insured.

<sup>4.</sup> Any Additional dependent child can be added at additional premium OMR 3 only.

### **2** Eligibility

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

#### Note:

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

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

Application Form.

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

### 3 Definitions

#### **Accident or Accidental**

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

#### Death

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

#### **Dependent Children**

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

#### **Insured**

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

#### **Individual Coverage**

A Plan which applies only and solely to the Insured.

#### **Family Coverage**

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

#### Permanent Total Disablement

Permanent total and absolute disablement as a result of an Accident which

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

#### Permanent Partial Disablement

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

#### Loss of a Limb

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

#### Loss of an Eye

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

#### **Medical Expenses**

Medical, surgical or hospital fees necessarily incurred as a result of an Accident.

#### Repatriation

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

#### **Terrorism**

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

#### War

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

#### **Warlike Operations**

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

### 4 Cover

#### Geographical Limits of Cover

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

#### Events and Contingencies Covered

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

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

- 3. Permanent Partial
  Disablement to the
  Insured person GIG will
  then pay the Principal
  Sum as stated under
  the Scale of Permanent
  Disabilities stated in the
  policy.
- 4. Medical Expenses: GIG will reimburse the reasonable, customary and necessary medical expenses incurred up to 365 days from the date of the Accident. This benefit is on actual expense slips and on reimbursable basis and shall not exceed the maximum amount shown against the benefit under Section IV for any one policy period.
- Repatriation of Mortal remains - GIG will pay for:
  - a) Cost of embalming;
  - b) Coffin; and
  - Transportation of the body to the Insured's home country.

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

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

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

#### **Exceptions**

The company shall not be liable for an accident:

- A. Consequent upon the insured person engaging in:
  - a) Any adventure, dangerous or hazardous sports or activities such as parachuting. mountaineering or rock climbing (with or without use of ropes or guides), potholing, winter sports (other than curling or skating), bungee jumping, diving with scuba apparatus, water skiing, hunting, show-jumping, steeple chasing; the professional practice or participation in any sport; riding or driving in any kind of organized race or speed testing or reliability or endurance test of any motor vehicle.
  - b) Aviation, gliding or any form of aerial flight other than as a passenger in

- a fully licensed passenger carrying aircraft.provided that the term 'passenger', for the purpose of this policy, shall not include any person who is a member ofthe crew of the aircraft or who is in such aircraft for the purpose of undertaking any technical operation therein.
- Any police, paramilitary, naval, military or air force operation.
- B. Directly or indirectly caused by, contributed to, or aggravated by:
  - a) Insanity,
    intoxication,
    alcohol or drugs
    not prescribed by
    a licensed medical
    practitioner,
    childbirth,
    pregnancy, mental
    and nervous
    disorders.
  - b) Physical defect in sight or hearing or any other infirmity rendering the insured more than usually liable to accidents.

- c) War or warlike operations.
- d) Active participation in any strike, riot or civil commotion.
- e) Martial law, state of siege, or any of the events or causes which determine the proclamation or the maintenance of martial law or state of siege.
- f) Acts of sabotage, violence, looting, sacking or pillage.
- g) Acts of terrorism including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- h) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purpose of this exception,

- combustion shall include any selfsustaining process of nuclear fission).
- i) Accidental or deliberate spread or use of atomic, biological or chemical material including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where atomic, biological and chemical material is involved.
  - If GIG alleges that by reason of any of the above mentioned exclusions (c) to (i) inclusive, any death, bodily injury or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured/beneficiaries or their legal representatives.
- C. Occasioned by or happening through:

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

#### Duration, Renewal and Cancellation of the Policy

#### **Duration and Renewal**

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

#### Cancellation

This Policy may be cancelled at any time by registered letter, from GIG to the Insured's last known postal address and, in such event, GIG will refund a pro-

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

### The Insured/Insured Person shall give written notice to GIG:

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

These written notices shall be given to GIG within 5

(five) days of the happening of any of these events.

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

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

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

#### Substantiation of a Claim and Medical Requirement

 All medical reports, certificates and information and evidence as required by the GIG shall be furnished at the expense of the Insured/Insured Person or his/her legal

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

### Observation of Terms & Conditions of the Policy

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

#### Fraud, Misstatement and Concealment

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

#### **Arbitration**

All differences arising out of this Policy shall be referred to a single Arbitrator to be appointed in writing by the parties or, if they cannot agree upon a single Arbitrator, to two Arbitrators, one to be appointed in writing by each party and such Arbitrators shall, before commencing their investigations, elect an Umpire. In all other respects, the Arbitration shall be subject to the Statutory Provisions relating to Arbitration of the Country in which this Policy has been issued. Unless and until an award has been made, no action or other legal proceedings shall be commenced in respect of any claim under or by virtue of this Policy. If the Company shall disclaim

liability to the Insured for any claim hereunder and such claim shall not, within 12 (twelve) calendar months from the date of such disclaimer, have been referred to Arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

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

### **5** Scale of Benefits

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

#### A. Permanent Total Disablement due to Accident

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

#### B. Permanent Partial Disablement due to Accident

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

c) Lower limbs:	
Loss of a limb	50%
Paralysis at hip	30%
Paralysis of knee	20%
Paralysis at ankle	20%
Total loss of great toe	8%
Total loss of any other toe	3%

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

### 6

#### **General Conditions**

- Age Limits: Cover will cease at the end of the period of insurance during which the Insured person's 65th birthday occurs.
- 2. Claim for Spouse and Dependent Children:
  No claim shall be allowed if the named Spouse or Dependent Children engage in activities that are excluded under the Policy even that they are not aware of the Policy Exceptions.
- Time of Payment of Claim: Benefits payable under the Policy for any loss will be paid immediately upon receipt of due written proof of such loss and after satisfactory due diligence of claim and assessment of claim by the claim-team at GIG
- 4. To Whom Benefits are Paid: Indemnity, if any, for Accidental Death of the Insured Person is payable to the beneficiary as evidenced in the GIG Smart Protector Plan Application Form who shall be the legal beneficiary designated in writing provided such beneficiary survives the Insured Person by thirty

- (30) days, otherwise to the estate of the Insured Person. Any other accrued indemnities, including payments for Accidental Death of Spouse or Dependent Children, will be paid to the Insured Person. Any payment made by GIG in good faith pursuant to this provision shall fully discharge GIG to the extent of the payment.
- Jurisdiction: This
   Policy applies only to
   judgments delivered
   by or obtained from a
   Court of Competent
   Jurisdiction of the
   country(ies) where the
   policy is issued.
- 6. Designation or Change of Beneficiary: Nominee can be changed by the Insured person by serving a letter and duly acknowledged by GIG but the Policy cannot be assigned to anyone.
- 7. **Disappearance:** If after a period of one year has elapsed and all evidence available have been examined by GIG and there is no reason to suppose other than an Accident has occurred, the disappearance of a Insured shall be considered to constitute a claim under this

- Policy, provided that the person or persons to whom such payment is made shall sign an undertaking to refund to GIG any amount if at any time after the payment has been made the Insured is found to be alive.
- 8. Other Insurance with GIG: If the Insured holds more than one such policy under the GIG Smart Protector Plan, the aggregate indemnity for the plans together will be extended to a maximum of USD 500,000 equivalent per person.
- Reasonable Care and Precautions: The Insured shall take all reasonable precautions to prevent accidents.
- 10. Alterations to Policy:
  No alteration in the terms of this Policy will be held valid unless the same is signed or initialed by an Authorized Official of GIG

### 7 Complaints Procedure

At GIG Gulf, we are committed to providing you with the highest level of customer service. We also realise that from time to time, things can go wrong. Therefore, when you are not completely satisfied, we recommend that you contact our dedicated complaints department.

Usually, one of our agents will be able to resolve your issues or queries immediately, however, if you feel the matter requires an escalation, you can file a formal complaint and your complaint will always be treated fairly and confidentially.

### You can file your complaint in any of the following ways:

 Visit our website http://www.giggulf.om/ contact-us/complaints and register your complaint.

When you submit a complaint, we will contact you within (1) one working day to acknowledge your complaint and provide you with a complaint reference number which should be used in all future communications. We will also explain the next steps in the

process and provide you with details on how to contact us to discuss your complaint.

Alternatively, should you not have an email address or access to the internet, you can choose one of the following means to contact us:

- Send a letter to the management at Gulf Insurance Group (Gulf) B.S.C. (c), P. O. Box 1276, P.C. 112 Ruwi, Sultanate of Oman.
- Call us on 80070292 and request our customer service team to register your complaint.
- Walk into our branches and request our customer service team to register your complaint.

We will endeavour to complete our investigation and share with you the outcome of your complaint within (7) seven working days. If this is not possible, we will let you know and keep you updated throughout the process.

If you are subsequently dissatisfied with our final response or any delay in our response (beyond 15 working days), you may refer your complaint to the

Insurance Regulator. You can do so by sending the details of your complaint, stating the GIG Gulf Complaint Reference Number, to The Capital Market Authority (CMA) using their online complaint form or the details below:

**E-Mail:** info@cma.gov.om

**Telephone:** +968 24823331

For full details of our complaint handling procedure, please visit http://www.giggulf.om/contact-us/complaints



**800 70 292** giggulf.om