

## Personal Accident Insurance Policy No.

The Contributor, by accepting to deal with the **Wethaq Takaful Insurance Co. (K.C.S)** (hereinafter called the "Company"), contributing with other Contributors therewith on Al Takaful basis. The company shall be considered as a manager for the insurance system. The Company shall invest insurance contributions in whole or in part on the basis of a speculation contract, against a prevailing share of the profit for the Company in its capacity as a speculator, to be determined in the general statement in the Company' head office and its branches prior to each calendar year.

The relationship between the Company and the Contributor shall be determined specifically with regard to the latter's entitlement to his share of the surplus which shall be realized in the insurance operations account with the Company by virtue of the Bye-Laws enacted by the Company's Board of Directors, subject to the formation of the necessary reserves for the Company and covering its administrative expenses.

Since the Contributor, whose name is shown in the schedule hereunder, had submitted a written application to the Company comprised in the insurance proposal filling form therefore, it proposal along with any declarations or written papers submitted by the Contributor, an integral part hereof.

Whereas the Contributor has settled or agreed to settle the contribution then the Company agrees, subject to the provisions herein, to indemnify the Contributor for the bodily injuries, or expenses which occur during the validity of such policy for the items listed in the schedule attached therewith and the schedule shall be considered as an integral part hereof.

### PROVIDED ALWAYS THAT

1. Either of the capital sums specified in Items (1) and (2) of the Schedule shall be payable only on delivery of this Policy cancelled and discharged and that the Contributor shall not be entitled to claim under more than on of the said Items (1) to (4) or sub-sections thereof in respect of the same accident except in the event of (a) successive total and partial disablement as referred to in Items (3) and (4) in which event nevertheless both the weekly allowances cannot be claimed cumulatively in respect of the same period or for an aggregate period exceeding fifty two successive weeks (b) successive temporary total and permanent total disablement as referred to in Item (3). No weekly compensation shall become payable until the total amount shall have been ascertained and agreed;
2. No payment shall be made by the Company in respect of
  - (i) Injury occasioned or contributed to by earthquake, 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, or due to self injury whether criminal or not,
  - (ii) Injury sustained whilst the contributor is under the influence of intoxicants or is suffering from insanity,
  - (iii) Injury sustained by the contribution whilst he is in or upon or entering into or descending from or as a result of falling from an aircraft otherwise than as a passenger

of a regular airline aircraft operating over a schedule route,

- (iv) Death or disablement or total or partial loss of sight arising wholly or in part, directly or indirectly, from alcoholism or venereal disease.

3. This Insurance shall be subject to the conditions endorsed hereon, which shall so far as the nature of them will respectively permit be deemed to be conditions precedent to the right of the contribution to recover hereunder.

### ITEM (1) DEATH

Accidental bodily injury which within three calendar months from the occurrence thereof shall solely and directly:

- i. Cause the death of the Contributor or cause or necessarily result in
- ii. The Loss by physical separation at or above the wrist of both hands

Or

- iii. The Loss by Physical separation at or above the ankle of both feet.

Or

- iv. The Complete and irrecoverable loss of all sight in both eyes.

Or

- v. The Loss by Physical separation at or above the wrist or ankle of one hand or one foot and the Complete and irrecoverable loss of all sight in one eye.

### ITEM (2) LOSS OF LIMB OR EYE

Accidental bodily injury which within three calendar months from the occurrence thereof shall solely and directly cause or necessarily result in :

- i. The Loss by physical separation at or above the wrist of one hands

Or

- ii. The Loss by Physical separation at or above the ankle of one foot.

Or

- iii. The Complete and irrecoverable loss of all sight in one eye.

### ITEM (3) TEMPORARY TOTAL DISABLEMENT

Accidental bodily injury which shall solely and directly totally disable and prevent the Contributor from attending to his business or occupation, compensation during such total disablement for a period of not more than fifty two successive weeks, As stated in the schedule attached .

### ITEM (4) TEMPORARY PARTIAL DISABLEMENT

Accidental bodily injury which shall solely and directly partially disable and prevent the Contributor from attending to a substantial part of his business or occupation, compensation during such partial disablement for a period of not more than fifty two successive weeks, As stated in the schedule attached.

### ITEM (5) PERMANENT TOTAL DISABLEMENT

Accidental bodily injury which while not resulting in loss of limbs or sight as defined in Item (2) shall solely and directly



totally disable and prevent the contributors from attending to his business or occupation or to business or occupation of any kind then on proof satisfactory to the Company that such disablement has continued for two years from the date of the accident and will in all probability continue for the remainder of the Insured's life compensation for the expiration of the said two years for the period of disablement but not exceeding ten years payable half yearly the first payment six months after the expiration of two years from the accident and the last payment on expiration of the Company's Liability , As stated in the schedule attached.

### CONDITIONS

1. Any word or expression to which a specific meaning has been attached in any part of this Policy, including the Schedule hereof, shall bear such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company with whom the Contributor has been in communication.

#### 3. Abatement of Indemnity:

The Company shall not be liable (i) if there be any misstatement in or if a material fact be omitted from the proposal; (ii) unless in case of accident to which this Policy relates the Contributor shall procure and act upon proper medical or surgical advice as soon as practicable.

In all such events the right of the Contributor to recover the contributions shall be forfeited and it shall devolve upon the Contributors account.

#### 4. Notices:

Written notice of any accident shall be given to the Company as soon as possible, but in any event within twenty-one days of the injury in respect of which a claim is to be made.

The Contributor shall give immediate notice to the Company of any change in his name, residence or occupation, and shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which he has become affected or of which he has become cognizant.

#### 5. Claim Procedures:

All certificates, information and evidence required by the Company shall be furnished at the expense of the Contributor or the beneficiary and shall be in such form and of such nature as the Company may prescribe. The Contributor, as often as required, shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to the Company before interment or cremation and the Company may require and/or be represented at a post mortem examination on the body of the Contributor immediate notice stating time and place shall be given to the Company of any inquest appointed. Time is of the essence of this Condition.

6. Any receipt or discharge which the Contributor or his legal personal representative may grant to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability by the Company in respect of any and every injury or contingency (including death) resulting to the Contributor in consequence of the accident whether resulting before or after the date of such receipt or discharge.

#### 7. Cancellation of insurance.

The Company may at any time give notice to the Contributor to determine the Policy as from the date when the Contributor should receive such notice in the ordinary course of post subject and without prejudice to any rights of the in respect of any prior accident and in such event the Contributor shall be entitled to receive any contribution paid by him after deducting a proportionate part thereof for the part of the year during which the Policy has been in force .

8. It shall not be incumbent on the Company to give notice that any contribution for renewal is due and such shall be deemed to be due on the date on which the Policy expires and must be paid within 14 days thereafter but during such 14 days the Company shall remain liable there under if by the last of such days the contribution is actually paid unless the Company or the Contributor shall have given notice that the Insurance would not be renewed. The Company shall not be bound to accept any renewal and the Policy shall not be renewable after the year of Insurance in which the Contributor attains the age of 65 years.

9. The Company shall be entitled to treat the Contributor as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy.

#### 10. Arbitration Clause:

Both parties may resort to arbitration in order to resolve any dispute, which may arise between them out of this policy pursuant to the applicable rules and regulations in the arbitration system without contradiction to the ISLAMIC SHARIA PROVISIONS. However, if they do not agree to that effect then, it is agreed upon between the parties hereto that in all the events not specifically provided for herein or if a dispute is arising in construing its provisions consequently, it shall be governed by the Laws of the State of Kuwait and the customary customs therein without contradiction to the ISLAMIC SHARIA PROVISIONS. Furthermore, they acknowledge their agreement on the Jurisdiction Capital's Courts to hear any dispute arising out of the executing hereof or any other Court to be chosen by the first party in the State of Kuwait.

#### 11. Subrogation:

The Contributor shall be obligated, whether prior to or following the obtaining of indemnity from the Company, to act, permit, or contribute in performing, at the expense of the Company, every thing which may be necessary or requested by the Company with a view to enable the Company to invoke the rights and proceed with the cases in which it shall subrogate the Contributor and to obtain from third parties the discharges or the indemnity for the Contributor by virtue of this policy. The Contributor is not entitled in whatsoever event to subrogate his right to pursuit those responsible for the destruction or damage sustained by the Contributor funds, their sponsors and warrantors.

#### 12. Jurisdiction and applicable laws:

The provisions herein shall be governed by Kuwait laws without contradiction to the ISLAMIC SHARIA PROVISIONS.

#### 13. Abatement of Indemnity by prescription:

The Company shall not be liable in any event for the legal claims connected with any loss or damage following the elapse of three years from the date of the accident which gave rise to such claims unless the allegation is still pending before courts or arbitration.

The Contributor acknowledges that he has perused the terms and conditions endorsed herewith and that he received a copy thereof upon the issue of such policy.

Legal Advice and Legislative Review Committee has approved this policy in its 7th meeting held on Zul Hijjah 15, 1421 AH., Corresponding to 10/3/2001 Am.

WETHAQ TAKAFUL INSURANCE CO. THE CONTRIBUTOR

**N.B:** In the event of any difference in interpretation between the English and Arabic Text in this policy the Arabic text shall prevail.