



# **Policy Handbook Home Help Insurance**

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# 1 Preamble and Cover

## Preamble

This is a contract of insurance between the Insured named in the Schedule and AXA Insurance (Gulf) B.S.C. (c) (the Company) to provide certain benefits to the person named in the Schedule (the Insured Person) during the Period of Insurance.

Benefits described in the table are only covered if stated in the Schedule with the sum insured mentioned against each benefit.

## Policy effective & Commencement date:

The effective date for this policy will be after seven days from the date of payment of the policy. In case of any claim raised during this period, the claim will be not payable or valid.

## Subject Matter of the Policy

If an Event (stated below) shall happen to an Insured Person during the Period of Insurance, the Company will pay to the Insured or his/her entitled beneficiary the Benefits subject to the terms, exclusions and conditions of this policy.

Events Insured	
Benefit 1	Accidental Death (Capital Sum Insured)
Benefit 2	Permanent Total Disablement (Accident)
Benefit 3	Permanent Partial Disablement (Accident)
Benefit 4	Temporary Total Disablement (Accident) for a maximum of 52 weeks
Benefit 5a	Medical Expenses due to accident only
Benefit 5b	Medical Expenses due to accident and/or illness
Benefit 6a	Repatriation Expenses due to accident only
Benefit 6b	Repatriation Expenses due to accident and/or illness

# 2 Definitions

**Accident or Accidental** means an unexpected event caused by violent, sudden, external and visible means and occurring during the period of insurance.

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 6 (six) calendar months and, at the expiry of that period, is beyond hope of improvement.

The sum insured specified in the Schedule also includes funeral/burial expenses. This shall be payable if only a valid claim for accident or sickness is admitted under the policy.

**Accidental Death** means death due to an Accident and occurring within 6 (six) calendar months from the date of the accident.

## Permanent Total Disablement (Accident)

means permanent total and absolute disablement as a result of an Accident happening within 90 (ninety) days from the date of 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 6 (six) calendar months and, at the expiry of that period, is beyond hope of improvement.

## Temporary Total Disablement

means temporary total and absolute disablement as a result of an accident which prevents the Insured Person from following or engaging in or giving attention to his/her usual business or occupation or, if he/she has no business or occupation, from giving attention to a substantial part of his/her usual duties.

**Loss of a Limb** means 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** means the loss of sight rendering the Insured Person absolutely blind in that eye beyond remedy by surgical or other treatment.

## Pre-existing conditions

Pre-existing (including pre-existing chronic) conditions are those that a member already had, already knew about, should reasonably have known about or for which there were symptoms before the policy started

**Medical Expenses** means medical, surgical or hospital fees necessarily incurred as a result of an Accident or Illness. Approved clinics mentioned in the policy schedule

**Permanent Partial Disablement (Accident)** means disablement as a result of an Accident happening within 90 (ninety) days from the date of Accident which prevents the Insured Person from

**Repatriation Expenses** means the cost of repatriating the Insured Person to his home town following Death or Permanent Total Disablement due to an accident and/or illness by a cause covered by the policy.

**Terrorism** means an act – whether involving violence or the use of force or not – or the threat or the preparation 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) – which

- i) Is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy;

or

- ii) From its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

### Geographical Limit of Cover

The geographical limit of cover is Worldwide (except for Benefit 5 which is restricted to Oman only), but cover does not apply if the Insured Person is travelling to an area declared by the United Nations as a disturbed area or war zone.

### Age Limit

The age of the Insured Person should be more than 18 years and less than 60 years. At the time of Death or the first day of Disablement the Insured Person should be within the Age Limit in order to have a valid claim under this Policy.

## 3 Exclusions

### Applicable to all Benefits

The Company shall not be liable for any claim:

#### 1. Consequent upon the Insured Person engaging in:

- a) Any adventure, dangerous or hazardous sports or activities such as parachuting, mountaineering or rock climbing (with 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.
- b) The professional practice or participation in any sport; riding or driving in any kind of race or endurance test.
- c) 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 of the crew of the aircraft or who is in such aircraft for the

purpose of undertaking any technical operation therein.

#### 2. Directly or indirectly caused by, contributed to, aggravated by:

- a) Insanity, intoxication, alcohol or drugs not prescribed by a licensed medical practitioner, childbirth, pregnancy, mental and/or nervous disorders.
- b) Physical defect in sight or hearing or any other infirmity rendering the Insured Person more than usually liable to accidents.
- c) Pre-existing illness or chronic conditions.
- d) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.
- e) Riot, strike, civil commotion.
- f) 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.

- g) Acts of sabotage, violence, looting, sacking or pillage.
- h) 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.
- i) 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 exclusion, combustion shall include any self-sustaining process of nuclear fission).
- j) 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/or

chemical material is involved.

If the Company alleges that by reason of any of the abovementioned exclusions (d) to (j) inclusive, any death, disablement or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person / Insured Person's Legal Representatives.

### 3. Occasioned by or happening through:

- a) Suicide or any attempt thereat, intentional self-injury.
- 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) Human Immuno Virus (HIV) infection, Acquired Immuno Deficiency Syndrome (AIDS) or an AIDS related condition.
- d) Kidnap or Hijack.

### Applicable to Benefit 5: Medical Expenses due to Accident/Illness

In addition to the above exclusions, the Company shall not be liable for:

1. The deductible/excess of OMR 10 for each and every claim or any other amount stated in the schedule.
2. Any amount paid in excess of OMR 10 for hospital room/bed per day.
3. Cosmetic surgery and associated treatments, dental treatments, optical, vaccinations, inoculations, sight and hearing tests, provision of visual aids and hearing aids or other appliances unless required as a result of an otherwise indemnifiable claim.
4. Expenses incurred in respect of maintenance, control & monitoring of chronic conditions.
5. Treatment for other than Allopathic (Modern Medicine) form of treatment.
6. Any treatment related to Psychiatric illness.
7. Physiotherapy per illness limited to 5 sessions maximum and shall be limited to OMR 5 per session
8. Health check-up - Health screen

### Pre Approvals:

Any diagnostic procedure related to CT scan, MRI, inpatient treatment (All non-emergency in-patient treatment must be approved by us, in writing, prior to admission) & Physiotherapy should have a pre-approval from AXA Oman.

### Direct Billing prior pre-approval:

Subject to submission of completed claim's requirements & forms

### In-Patient with the pre-approval:

Physiotherapy, MRI/CT with pre-approval on RI basis – subjected to complete requirements submitted.

## 4 Scale of Permanent Disabilities

### Permanent Total Disablement

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

### Permanent Partial Disablement

Description	Compensation as percentage of Accidental Death Sum Insured	
<b>a) Head:</b>		
Loss of an eye	40%	
Loss of hearing or speech	40%	
Loss of hearing in one ear	15%	
<b>b) Upper limbs*:</b>		
	<b>Right</b>	<b>Left</b>
Loss of a limb	60%	50%
Total and permanent paralysis of shoulder	20%	15%
Total and permanent paralysis of elbow	20%	15%
Total and permanent paralysis of wrist	20%	15%
Total and permanent loss of thumb and index finger	35%	25%
Total and permanent loss of three fingers (other than thumb and index finger)	25%	20%
Loss of thumb		
* both phalanxes	20%	17%
* one entire unguial phalanx	8%	5%
* half of the first phalanx	2%	1%
Loss of index finger:		
* three phalanxes	15%	10%
* two phalanxes	8%	5%
* one entire unguial phalanx	5%	3%
* half of the unguial phalanx	1%	1%

Description	Compensation as percentage of Accidental Death Sum Insured
<b>c) Lower limbs:</b>	
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%

\* If it is medically stated that the Insured Person is left-handed, the compensation percentage specified thereon will be inverted.

Where the injury is not specified, the Company will adopt a percentage of disablement which, in their opinion, is not inconsistent with the provisions of this Scale of Permanent Partial Disabilities.

## 5 General Conditions

### 5.1 Maximum Liability of the Company

In no circumstances will the total amount payable in respect of any Insured Person, whether as a result of death or one disability or a number of disabilities, exceed the Capital Sum Insured stated in Benefit 1.

### 5.2 Cancellation

This Policy may be cancelled at any time as agreed between the Insured and the Company with written instruction. In the event of cancellation, a pro-rata refund of premium will be made provided no claim under the insurance policy during the insurance period, cancellation fee will apply minimum OMR 5/-

### 5.3 Fraud, Misstatement and Concealment

Any fraud, misstatement or concealment by an Insured Person in relation to any 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.

### 5.4 Proof of Age

Evidence of age of an Insured Person satisfactory to the Company will be

required before any benefit in respect of him/her is paid under this Policy.

### 5.5 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 Person 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.

### 5.6 In Addition:

1. We can change all or any part of the policy including the benefits table or these terms, but only for the reasons shown in our policy wording, and the changes will only apply to you when you renew unless we are obliged by law to apply any change with immediate effect. We will give you reasonable notice of the changes and will send details of them to the address we have for the company on our records. The changes will take effect from when you renew or when applied by law even if, for any reason, any member does not receive details of them.
2. If any member breaks any of the terms of the policy or makes, or attempts to make, any dishonest claim, we can:
  - Refuse to make any payment; and
  - Refuse to renew your policy; or
  - Impose different terms to any cover we are prepared to provide; or

- End your policy and all cover under it immediately.
- 3. This policy is governed by the law of the country in which it was issued being the Sultanate of Oman. If the principal country of residence for the policyholder, the company office administering the policy is in our records; in the Sultanate of Oman then Omani law will apply; regardless of the location of any individual member at any time.
- 4. We do not pay for medical reports.
- 5. The terms of your policy cannot be changed nor claims authorisation given by any verbal communication between you and us. Any changes, approvals, or other statements relating to your policy must be confirmed, in writing, by us. We are not bound by any verbal commitment not confirmed by us in writing.

## 6 Claims Procedure

### 6.1 Notice of Claim

Upon the happening of any incident which may give rise to a claim under this Policy, the Insured / Insured Person or his/her legal personal representatives shall give notice to the Company 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 one year from the date of the occurrence.

### 6.2 Substantiation of a Claim and Medical Requirement

- a) All medical reports, certificates and information and evidence as required by the Company 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 the Company may prescribe.
- b) The Insured Person, as often as required, shall

submit to medical examination on behalf of the Company at their expense.

- c) The Company, in case of death of the Insured Person shall, at their expense, be entitled to arrange an inquiry, including a post mortem.

### 6.3 Proofs of Loss

The following documents shall be submitted to the Company as soon as possible but in any case not later than 6 (six) months from the date of Death or onset of Disability. Additionally, the Company is entitled to obtain any further information/documents as it may reasonably require. The Company may also, at its discretion, require the documents to be authenticated by the concerned authorities.

### Death Claims

- a) Certificate of death.
- b) Document proving the Insured Person's date of birth.
- c) Detailed medical report on the onset and course of the disease, bodily injury or accident which caused death. In the event of no medical

treatment, a medical or official certificate stating the cause and circumstances of death.

### Disability Claims

- a) Document proving the Insured Person's date of birth.
- b) A detailed medical report from the attending physician on the onset, course and consequences of the accident, including the degree and probable duration of the disability. The Company may instigate further inquiries at any time and have the Insured Person examined by its own medical consultants.

### 6.4 Beneficiaries

All claims under the Policy shall be paid to the Insured Person or to the beneficiary named in the Schedule or to the legal beneficiaries in case no beneficiary has been named. The payment by the Company to the Insured Person / beneficiary of any sum due under the Policy shall constitute a full and sufficient discharge to the Company in respect of this sum.

## **6.5 Company Contact Details**

AXA Insurance (Gulf) B.S.C.  
(c), P.O. Box 1276, PC 112,  
Ruwi, Sultanate of Oman

### **Muscat Branch**

Telephone: 24400154  
(Claims Department) or  
24400100 (Switchboard)

Fax: 24400120

Email:  
info.muscat@axa-gulf.com

### **Sohar Branch**

Telephone: 26846421

Fax: 26846423 Email: info.  
info.muscat@axa-gulf.com

### **Salalah Branch**

Telephone: 23296841) or  
23296842

Fax: 23297962

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