

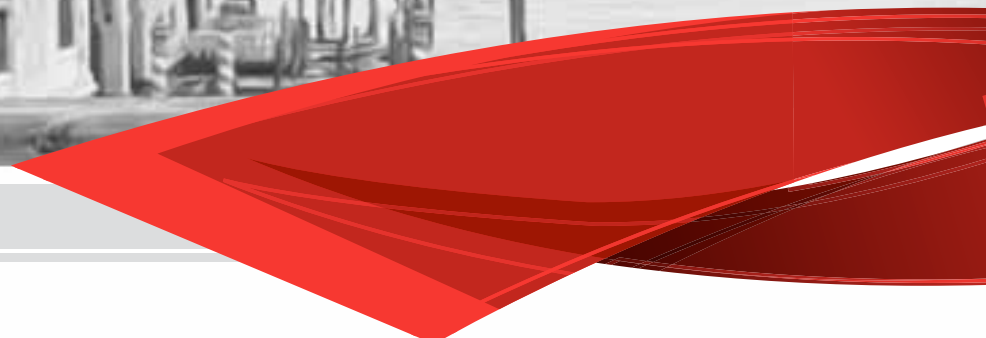


بوبيان للتأمين التكافلي
Boubyan Takaful Insurance



TRAVEL TAKAFUL PLAN

Plan Wording



182 55 82
boubyantakaful.com

We are pleased to provide you with your **Boubyan Travel Takaful Plan** (hereon referred as Travel Plan or Plan) which provides protection against unforeseen events and other perils. Its prime purpose is to indemnify you in the event you sustain any bodily injury caused by an accident as listed in the Table of Benefits. In return for your contribution to the Takaful Fund, you will receive Takaful Protection as stated in the Takaful Certificate subject to the terms, conditions, warranties, provisions and exclusions expressed or implied in the Plan.

Boubyan Takaful Insurance Company (the Company) has relied on the information and statements, which have been provided by you in the application. The Company agrees to be the Manager of the Takaful Fund and on the basis of terms and conditions contained in this Plan, agrees to provide Takaful protection to the person(s) protected in this Plan for risks covered under this Plan to the extent and in the manner stated in the Takaful Certificate.

Should you have any queries or need further explanation you may contact the Company on +965 1 825582 or email us: info@boubyantakaful.com

Personal Information Collection Statement

The information you provide us will enable us to carry on Takaful business and may be used for the purpose of:

- Any Takaful or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- Any claim or investigation analysis or subrogation of such claim.

The information you provide to us may be disclosed to :

- Any related company or any other company dealing with the Takaful or Re-Takaful related business or an intermediary or a claim or investigation or other service provider providing services relevant to Takaful business for any of the above or related purposes;
- Kuwait Ministry of Commerce and Industry or any other Government organisation that exists or is formed from time to time to carry out regulatory functions of the Kuwait Insurance industry

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Boubyan Takaful Insurance Company

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A State of Kuwait Stock Closed Company, Capital KD. 10 Million (Fully Paid)

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Shariah Basis of this Plan

Takaful Protection

The Company shall adhere to the decisions of its Shariah Committee in all operations of this Plan and undertakes to administer the Takaful operations and invest the assets of the Takaful Fund in line with Shariah rules separately from its own assets and free from all liens and other encumbrances. The terms and conditions of participating in the Takaful Fund require you to pay your Contribution to a cooperative pool for the benefit of the Participants on a collective basis. The Participants gain collective rights of compensation against the events within the conditions of the Plan. The participation takes effect on the commencement date shown in the Takaful Certificate. The Takaful Fund is therefore a pool of money out of which claims to the Participants are paid. It also accounts for investment gains and losses, less any Contributions paid towards retakaful. Boubyan Takaful Insurance Company reserves the right to reinsure / retakaful in which case the contribution will be paid from the Takaful Fund accordingly. We shall endeavor to reinsure/ retakaful on a Shariah compliant basis.

Planholder share of Surplus

A Takaful Surplus or deficit may arise in the Takaful Fund based on the amount of claims paid on a collective basis and on the investment performance of the assets in which the Takaful Fund is invested. The company may put aside part of this Surplus as a reserve to strengthen the claims paying ability of the Takaful Fund. The surplus for distribution to Plan holder in the relevant financial year shall be the Takaful Surplus less the Performance incentive fee and reserve kept- aside to strengthen the claims paying ability of the Takaful Fund. The distribution of surplus to the Planholder would be subject to the approval of the competent authorities, as necessary, and of the Board of Directors of the Company. If there is an overall loss in the Takaful Fund, the company will endeavor to finance such a loss on an interest free (Qard Hasan) basis until the surplus returns to the Takaful Fund. If losses persist or can be expected to persist in the long term, the Company reserve the right to increase the future Contribution.

Our Charges

- Our charges are to cover the cost of acquisition and administration.
- The Company will also be entitled to a performance incentive fee as a portion of the Takaful Surplus.
- The Company has the right to change any of these charges.

Geographical Limits

The Contribution is based on the area of travel and it is defined as under

AREA A	Worldwide including USA and Canada
AREA B	Worldwide excluding USA and Canada.
AREA C	Middle East and Europe

Age Limits

Takaful Protection is subject to the following age limits and the contribution is based on the Participant being adult or child.

Adult: Age 18 to 65 years inclusive.

Children: Unmarried, upto 18 years inclusive, or upto age 23 year of age if in full time education.

Scope of Protection

In consideration of the payment of the required contribution, Boubyan Takaful Insurance Company hereby agrees with the Participant (Insured Person) who shall be named in the Certificate to compensate or indemnify as provided in the Table of Benefits in respect of the Section(s) of protection insured by this plan. Each Participant (Insured Person) shall be deemed to be separately insured.

Claim payment shall only be made under any Section of this plan following the occurrence of a Participant (Insured Person) event resulting in loss, damage, accidental bodily injury or illness sustained by or a claim made against a Participant (Insured Person) arising out of or in the course of the covered trip, during the period of protection.

Table of Benefits

Section		Max Sum Protected/Limit (Insured)	Excess
A	Personal Liability	KD 180,000	Nil
A	Legal Fees	KD 15,000	Nil
B	Accident Death and Dismemberment		
	1. Planholder (Insured)	KD 150,000	Nil
	2. Spouse	KD 75,000	Nil
	3. Children	KD 15,000	Nil
C	Emergency Medical Evacuation	KD 30,000	Nil
D	Medical Expenses (Accident and Sickness)	KD 30,000	KD 15
E	Repatriation of Mortal Remains	KD 3,000	Nil
F	Cancellation and Curtailment	KD 750	Nil
G	Flight Delay	KD 300	First 6 hours
H	Loss of Baggage (including arrival to Kuwait Airport)	KD 750	KD 15
I	Baggage Delay (including arrival to Kuwait Airport)	KD 1,700	Over 6 hours
J	Prescription Medication	KD 300	KD 15
K	Emergency Dental Expenses	KD 750	KD 15
L	Loss of Passport	KD 150	Nil

Note:

An Excess payment is an amount of money which is deducted from each and every claim made by each insured person under any Section of the Plan to which such an Excess applies.

How to make a Claim

- In the event of a medical emergency claim call CEGA Group Services Limited on **+44 (0) 1243 621082** or email CEGA at **cega.assistance@cegagroup.com**. You must quote your plan number in all cases.
- In the event of all other claims call Boubyan Takaful Insurance Company on **+965 1 825582** or email Boubyan Takaful at **claims@boubyantakaful.com**. You must quote your plan number in all cases.

Notice of Claim

- Written notice of a claim must be given to the Company immediately upon return and in any event within 45 days of the expiry of the Period of Takaful Protection.
- Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice had been provided as soon as was reasonably practicable, and in any event within 45 days from the expiry date of the Period of Takaful.
- Any notice given to the Company by or on behalf of the claimant must identify the Planholder in order to be deemed notice.
- A Customer is not required to call CEGA in case of out-patients medical treatment upto KD 1,000. An amount in excess of this limit, pre approval from CEGA must be obtained in all cases if the claim is to be admitted under this plan.

Claim Documents

- The Company, upon receiving a notice of claim, will acknowledge and ask the claimant to submit required documents in support of the claim.
- Police report, medical reports and all other proof of loss required by the Company shall be provided at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

Proof of a Claim

Written proof in support of a claim must be provided to the Company within 45 days from the receipt of the acknowledgement provided by the Company as above. Failure to provide such proof within such time shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required.

All claims must be submitted with comprehensive supporting information including as follow:

- In the case of Personal Accident (Bodily Injury): Hospital and Physicians reports giving details of the nature of the loss and extent and period of disability, police reports where relevant and in the event of death, a copy of the Accidental Death certificate and the relevant coroner's report.
- In the case of Medical and Other Expenses, Loss of Deposit or Cancellation or Curtailment of Journey:
All receipts, ticket coupons, contracts or agreements

relevant to the claim and if the claim were in respect of medical treatment, a full Physician's report stipulating:

- a) The diagnosis of the condition treated.
 - b) The date the disability commenced in the Physician's opinion and
 - c) The Physician's summary of the course of treatment including medicines prescribed and services rendered.
- In the case of Baggage and Personal Effects, Delayed Baggage or Personal Money and Travel Documents:
All details including receipts as to date of purchase, price, model and type of items lost or damaged, a copy of immediate notification to carrier and his acknowledgement when loss or damage has occurred in transit and certified copy of immediate police report when loss or damage has occurred in other circumstances. Reports to these authorities must be made within 24 hours of the occurrence
 - In the case of Travel Delay:
Documentation satisfactory to the Company that the cause of delay was officially recognised together with a clear statement of its nature.

Automatic Extension of Coverage

Your Boubyan Travel Takaful Insurance Plan will be automatically extended free of charge for upto 14 days if the Insured Person is unable to complete his covered trip before the Period of Insurance expires due to unforeseeable circumstances beyond the insured's control or for upto 12 months in the event of hijack or kidnapping of the Insured Person during the covered trip.

Period of Takaful Protection

Takaful Protection under all Sections is effective from the time the Participant leaves his/her place of residence in the State of Kuwait to commence the trip until:

- The time of return to his/her place of residence in State of Kuwait

Definitions

Accident

Shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature, which shall independently of any other cause, be the sole and direct cause of bodily injury.

Accidental Bodily Injury

Means bodily injury caused solely and directly by accidental, violent, external and visible means and which shall within 12 calendar months result in death or disablement or necessitate medical or surgical treatment.

Accidental Death

Means death that occurs after the date of the relevant Accident and directly and independently results from Accidental Bodily Injury.

Charges

Means deductions made by us against the Takaful Fund to meet our costs of acquisition, Plan administration and fund management.

Children

Means any legally dependent unmarried child, including any stepchild and legally adopted child of the Planholder, upto the age of 18 years of age inclusive throughout the Period of Takaful.

Company

Means Boubyan Takaful Insurance Company

Common Carrier

Means any Bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provide and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any aircraft provided and operated by an air charter company which is duly licensed for the regular transportation of fare-paying passengers, and any regular scheduled airport limousine operating on fixed routes and schedules.

Contribution

Means the amount stated in the Takaful Certificate that you contribute to the Takaful Fund.

Covered Trip

Means a trip which takes place entirely during the period of insurance as stated in the certificate and within the Geographical limits specified in the Certificate

Curtailement

Means abandonment of the Trip by return to place of residence in State of Kuwait after arrival at the Trip destination as shown on the itinerary.

Dependent Children

Means unmarried children, step children or legally adopted children of the Participant who at the date of any loss hereunder are under 18 years of age or 23 years of age if still in full time education.

Endorsement

Means a written document issued by the Company evidencing any change in or addition to or deletion from the original Plan document and which is attached to or endorsed on to the Plan.

Hospital

Means a medical establishment recognised, constituted, and registered as such under the laws of the territory in which that establishment is situated as a Hospital for the care and treatment of sick and injured persons as inpatients, and which (i) has facilities for diagnosis and major surgery;

(ii) provides 24 hours a day nursing service supervised by a qualified and registered Physician, and (iii) is not primarily a clinic, a place for alcoholic or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, a convalescent, rehabilitation, extended care facility or rest home.

Hijack

Means the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance or the crew thereof in which the insured Person is travelling as a Passenger. The Geographical Limits of this Insurance are deemed not to apply in respect of Hijack.

Immediate Relative

Means husband, wife, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister.

Inpatient

Means a Participant whose Hospital confinement is as a resident inpatient and whose confinement is necessary for the medical care, diagnosis and treatment of an Accidental Bodily Injury covered by this Plan and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Person

Means the customer, his/her spouses (upto 4 persons) and dependent children.

Jewellery and Valuables

Means items of gold, silver or other precious metals, jewellery and semi-precious stones, furs, curios, works of art and photographic equipment.

KD

Stands for State of Kuwaiti Dinar

Loss of Limb

Means loss by physical separation at or above the wrist or ankle joint, or total Loss of Use.

Loss of Sight

Means the total and irrecoverable loss of all sight of an eye or eyes rendering the Participant absolutely blind beyond remedy by surgical or other treatment.

Manager of the Takaful Fund

Boubyan Takaful Insurance Company, which carries out administration and investment of the Takaful Fund. Administration means servicing your Plan efficiently, assessing risk properly and scientifically, accounting for your Contributions, settling your

claim if any and through prudent underwriting, maximizing the Takaful Surplus. Investment management involves managing the investments in a Shariah compliant manner and ensuring that investment values are kept in line with the Takaful nature of underlying liabilities.

Medical Practitioner

"Physician", "Doctor" means a practitioner of medicine duly qualified and legally registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding the Participant himself.

Medical Treatment Expenses

Means the actual expenses paid by the Participant to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is provided on an emergency basis and caused by accidental injuries to sound natural teeth.

Participants

Means eligible persons for Takaful Protection who are citizens or residents of State of Kuwait and who are persons named in the Takaful Certificate including "Eligible Family Members" means dependent parent, the legally married spouse and Children of the Planholder.

Period of Takaful / Takaful Protection

Means the length of time for which the Takaful protection is valid.

Permanent Total Disablement

Means that after 12 calendar months of total continuous disability which has resulted from Accidental Bodily Injury and which has commenced within 30 days after the date of the Accident, the Participant is completely unable to engage in any substantially gainful occupation or employment for the remainder of his/her life.

Place of Residence

Means the place where the Planholder normally resides within the State of Kuwait

Planholder/you/yours

Means the applicant in whose name the Plan is issued.

Shariah Principles

Means Islamic laws as interpreted by the Shariah Supervisory Committee of the Company.

Shariah Supervisory Committee

A committee of renowned independent Shariah Scholars engaged to advise the Company on Shariah issues.

Sickness

Means sickness or disease contracted and commencing during the Period of Takaful protection, and excludes any pre existing condition prior to the Takaful Certificate date.

Takaful Benefits

Means the amount of Protection for each section as shown in the Takaful Certificate.

Takaful Certificate

Means our certificate, which provide details of your Takaful Protection. The Takaful Certificate is part of this Plan.

Takaful Fund

Means fund made up of Contributions covering insurance risks of the type this Plan represents.

Takaful/Takaful Protection

Means Shariah compliant Insurance cover provided under this Plan such as Takaful Benefit.

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

Travel Documents

Means the following:

- **Documents of identity**
Passport, visa and the like necessary and solely for immigration clearance of the Trip
- **Travel tickets**
Rail pass or integrated public transportation pass, cruise ticket or air ticket for the Trip
- **Personal Money**
Would include cash, cheques, travellers' cheques and money orders belonging to the Participant

Trip

Is a journey for leisure or business purposes in which the Participant leaves his/her place of residence to travel outside the State of Kuwait and at the end of which the Participant returns to his/her place of residence in the State of Kuwait.

We/Us/Ours

Means the Company.

Section A

Personal Liability and Legal Expenses

a) Personal Liability

Boubyan Takaful Insurance Company shall indemnify the insured person up to the limit of liability stated in Section A of the table of benefits against all sums which the insured person shall become legally liable to pay for claims made for accidental bodily injury or accidental loss of or damage to property to a third party occurring in the course of the covered trip. Boubyan Takaful Insurance Company will pay all costs and expenses up to KD 180,000 and incurred with the prior written consent of Boubyan Takaful Insurance Company in respect of any claim under this section.

b) Legal Expenses

This section shall also include legal costs and expenses not exceeding KD 15,000 incurred with Boubyan Takaful Insurance Company' prior written consent by or on behalf of an insured person in the pursuit of a claim against a third party who has caused bodily injury to, or illness or death of the insured person by an incident occurring in the course of the covered trip. Boubyan Takaful Insurance Company reserves the right to withdraw at any stage from an action and they shall not be liable for any further expense incurred after such withdrawal.

Conditions and Limitations of Section A

1. Boubyan Takaful Insurance Company's liability for all sums including legal and other costs and expenses payable under this section shall not exceed the limit stated in the table of benefits.
2. The insured person shall give immediate notice to Boubyan Takaful Insurance Company of any occurrence for which there may be a claim under this section and shall provide Boubyan Takaful Insurance Company with such particulars and information as Boubyan Takaful Insurance Company may require and shall forward to Boubyan Takaful Insurance

Company immediately on receipt of any letter, writ, summons, process and shall advise the insurance company in writing immediately the insured person has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.

3. No admission of liability or offer, promise or payment shall be made without the prior written consent of Boubyan Takaful Insurance Company. Boubyan Takaful Insurance Company shall be entitled at their discretion to take over and conduct in the name of the insured person the defense or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for compensation or damage against any other person. The insured person shall give all information and assistance that may be required.
4. There shall be no cover for legal costs and expenses incurred by an insured person without the prior written consent of Boubyan Takaful Insurance Company, which shall not be unreasonably withheld.

Exclusions applicable to Section A

- 1) Boubyan Takaful Insurance Company shall not be liable for any claim resulting from bodily injury to:
 - a- Any member of the insured person's family.
 - b- Any person who is under a contract of service with the insured person and which arises out of and in the course of his employment with the insured person;
- 2) Bodily injury to any persons(s) with whom the insured person is travelling, irrespective of whether such person(s) is covered under this insurance or not;
- 3) Loss or damage to property belonging to or in the custody or control of the insured person, his family or of any servant or agent of the insured person;
- 4) The ownership, co-ownership, possession or use by the insured person of any land or buildings;
- 5) Or arising out of the ownership, co-ownership, possession, use or whilst under the control of the insured person of any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);
- 6) Liability assumed by the insured person by agreement unless such liability would have attached to the insured person in the absence of such agreement;
- 7) The practice of a profession or occupation of an insured person or the supply of goods and services by an insured person;
- 8) Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- 9) Costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

Section B

Accidental Death and Dismemberment

This section shall pay 100% of the sum insured for Section B stated in the table of benefits if in the course of the covered trip, the insured person sustains bodily injury by accidental, visible and violent means which solely and independently of any other cause within 12 calendar months of the date of the accident results in the insured person suffering:

- i) Death
- ii) Loss of an Eye
- iii) Loss of Limb
- iv) Permanent Total Dismemberment

Definitions

In respect of this section:

- Accidental Death means a fixed sum payment in the event of death, but only when the death is caused by an accident.
- Permanent total dismemberment means dismemberment which entirely prevents an insured person from attending to any and every business or occupation and which lasts 12 months and at the expiry of that period is beyond hope of improvement.
- Loss of limb means permanent loss by physical separation of a hand(s) at or above the wrist(s) or a foot (feet) at or above the ankle(s) and includes total and irrecoverable loss of use of hand(s), arm(s) or leg(s).
- Loss of an Eye means total and irrecoverable loss of sight of the eye(s).

Exclusions applicable to Section B

Boubyan Takaful Insurance Company shall not be liable for death or dismemberment directly or indirectly arising from:

- 1- 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 or drug dependency.

Limitations applicable to Section B

- 1- If an insured person is aged 15 years or under, the death benefit is limited to KD 10,000.
- 2- Benefit shall not be paid in respect of any one insured person under more than one of the items (i) to (iv) of Section B arising out of any one accident.

Section C

Emergency Medical Evacuation

In the event of a serious medical emergency during the covered trip outside State of Kuwait, involving the insured person which, due to the severity of the injury or illness, may entail repatriation to State of Kuwait or to treatment abroad as a hospital in-patient, a 24 hour emergency assistance service is available from CEGA. Please refer to the table of benefits for contact numbers.

This service can include

- a) Guarantees for payment of hospital or doctors' fees, when appropriate;
- b) Multilingual assistance;
- c) Repatriation to the State of Kuwait or home country by air ambulance or scheduled air service and necessary escort by a medical attendant;
- d) Travel arrangements for other members of the party, finance or an immediate relative;
- e) On arrival in the State of Kuwait or home country an ambulance service to hospital or home.

CEGA will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. The insured person should not attempt to find his/her own solution and then expect Boubyan Takaful Insurance Company to reimburse him/her, without obtaining prior authorization from CEGA.

Section D

Medical and Emergency Expenses

This section shall reimburse the insured person in respect of expenses necessarily incurred for medical, surgical, diagnostic or remedial treatment as a result of the insured person falling ill or sustaining accidental bodily injury in the course of the covered trip, up to the amount of the sum insured for Section D stated in the table of benefits.

Expenses in this section shall also mean:

- i) Reasonable travel, accommodation and repatriation expenses necessarily incurred in respect of the insured person by any relative, friend, business associate or colleague of the insured person who on medical advice is required to travel to, remain with or escort the insured person;
- ii) In the case of death of the insured person, either expenses necessarily incurred up to a limit of KD 2,500 to transport the body or ashes to the insured person's home, or funeral expenses necessarily incurred abroad up to KD 2,500 in all;
- iii) Reasonable additional expenses up to KD 2,500 necessarily incurred as the result of sudden death, serious injury or serious illness of an insured person's immediate relative, close business colleague or fiancé in the home country;
- iv) Reasonable additional expenses necessarily incurred as the result of death, serious injury or serious illness of an accompanying insured person or the repatriation of the accompanying insured person consequent upon the death, serious injury or serious illness of such insured person's immediate relative, fiancé or close business colleague in the home country;
- v) Dental treatment, but only for the emergency relief of pain to sound and natural teeth, occurring during the covered trip and limited to not more than KD 600 in all;
- vi) Emergency optical treatment but only resulting from accidental bodily injury (excluding any pre-existing conditions) sustained during the covered trip, and limited to not more than KD 30,000 in all;
- vii) In-patient hospital expenses, incurred by the plan holder in hospital as an in-patient outside the state of State of Kuwait, if such Planholder falls ill or sustains accidental bodily injury whilst on a covered trip.

Exclusions applicable to Section D

Boubyan Takaful Insurance Company shall not be liable for expenses:

1. Arising from any pre-existing defect, infirmity or condition for which the insured person is receiving regular medical treatment, advice or consultation at the time of effecting this insurance or at the commencement of the covered trip;
2. Incurred in the State of Kuwait or expenses which are a continuation of treatment already received outside the State of Kuwait whilst on the covered trip;
3. Arising from childbirth, pregnancy or any medical complications resulting there from incurred within 2 months of the estimated date of delivery;
4. Incurred more than 12 calendar months after completion of the covered trip;
5. Arising from the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner. Expenses arising from taking drugs prescribed for the treatment of drug abuse or drug dependency are also excluded.

Section E

Repatriation of Mortal Remains

Boubyan Takaful Insurance Company shall, in the event of the insured person, make the arrangements necessary for their transport or repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at the insured person's usual country of residence.

Exclusions applicable to Section E

Boubyan Takaful Insurance Company shall not be liable for expenses of payment for interment, cremation or funeral ceremony.

Section F

Cancellation and Curtailment

Boubyan Takaful Insurance Company shall indemnify the insured person in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to the sum insured for Section F stated in the table of benefits, in the event of the insured person's covered trip being necessarily cancelled or curtailed due to:

- i) The death, accidental bodily injury or illness of the insured person or the death, accidental bodily injury or illness of The insured person's immediate relative, fiancé or close business colleague;
- ii) The death, accidental bodily injury or illness of any person with whom the insured person had arranged to travel, reside or conduct business, or of the immediate relative, fiancé or close business colleague of such person;
- iii) The insured person or any person with whom the insured person had arranged to travel, reside or conduct business being:
 - a) Quarantined or called for witness or jury service;
 - b) Made redundant provided that such redundancy qualifies for payment under the applicable State of Kuwait legislation;
 - c) Called for emergency duty as a member of the armed forces, the defense of civil administration, the police force or the fire, rescue, public utility or medical services;
 - d) Required to be present at his home or place of business in the State of Kuwait following burglary or major damage;
- iv) The cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hi-jack, criminal act, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, due to non availability of crew/carrier, provided that the event giving rise to such cancellation occurs, or is only announced, after the covered trip is booked or this insurance is effected, whichever the later;
- v) Major damage rendering uninhabitable the accommodation in which the insured person had previously booked to reside during the covered trip.

Conditions and Limitations applicable to Section F

If supported by proof of purchase and/or expense vouchers then the full benefit limit will apply but a maximum of 50%, at the discretion of insurers, will be reimbursed without any proof of purchase and or expense vouchers for irrecoverable loss of travel and accommodation expenses paid or due to be paid.

Extension of Cover

This section shall also indemnify the insured person in respect of reasonable additional travel and accommodation expenses up to a maximum of KD 250 incurred in meeting pre-booked overseas travel arrangements or reaching pre-booked accommodation overseas if at the start of the covered trip the insured person misses his pre-booked international flight, rail journey or voyage due to any of the perils listed in Section F (iv) which directly affects the progress of the conveyance in which the insured person is travelling to the pre-arranged State of Kuwait departure point.

Exclusions applicable to Section F

Boubyan Takaful Insurance Company shall not be liable for claims resulting from:

1. Childbirth, pregnancy or any medical complications resulting there from within 2 months of the estimated date of delivery;
2. Any condition or set of circumstances known to an Insured Person at the time of the covered trip was booked or this Insurance was effected whichever is the latter, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured Person's covered trip;
3. Lack of reasonable care taken over means of travel, route or departure time.

Section G

Flight Delay

In the event that transport services on which the Insured Person has previously booked to travel are delayed beyond 6 hours or cancelled due to any of the perils listed in Section F (iv) the delay or cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, hi-jack, criminal act, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, due to non availability of crew/carrier, provided that the event giving rise to such delays occurs, or is only announced, after the covered trip is booked or this Insurance is effected, whichever the later, then Boubyan Takaful Insurance Company will indemnify the Insured Person as follows:

- i) In respect of the journey at commencement of the covered trip:
 - a) up to the sum insured for Section G stated in the Table of Benefits for irrecoverable loss of travel and accommodation expenses paid or due to be paid if the Insured Person opts to cancel the covered trip completely following delay of 6 hours or more, less any amounts recoverable under Section B (iv) above, or
- ii) In respect of all subsequent journeys during the covered trip, KD 20 for each completed 1 hour period of delay in excess of 6 hours, up to a maximum of KD 300 in all.

Conditions and Limitations applicable to Section G

1. The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Insurance.
2. Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured Person was booked to travel, as specified in the booking confirmation.
3. If supported by proof of purchase and or expense vouchers then the full benefit limit will apply but a maximum of 50%, at the discretion of Boubyan Takaful Insurance Company, will be reimbursed without any proof of purchase and or expense vouchers for irrecoverable loss of travel and accommodation expenses paid or due to be paid

Section H Loss of Baggage

In the event of an Insured Person suffers loss of or damage to baggage and/or personal effects whilst on the covered trip, Boubyan Takaful Insurance Company will indemnify the Insured Person in respect of such loss or damage up to the Sum Insured for

Section H stated in the Table of Benefits. Losses should be reported to the Police or appropriate authorities within 48 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report to be obtained and submitted along with the claim form;

Exclusions applicable to Section H

Boubyan Takaful Insurance Company shall not be liable for:

1. breakage of glass or china unless caused by an accident to the conveyance in which the Insured Person is travelling;
2. loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container);
3. loss of cash, bank or currency notes, cheques, postal orders, credit cards, charge cards, travel cards, bankers cards, travelers cheques, travel tickets, passports, driving licenses, green cards and petrol or other coupons;
4. claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
5. losses which are not reported to the Police or appropriate authorities within 48 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report obtained;
6. breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
7. loss of or damage to contact, corneal or micro-corneal lenses.

Conditions and Limitations of Section H

1. The maximum Sum Insured in respect of losses from unattended vehicles is as stated in Section H in the Table of Benefits.
2. A maximum Sum Insured of KD 2,000 in all shall apply in respect of any group of Insured Persons declared under this Insurance suffering loss of, or damage to property arising out of the same event.
3. Boubyan Takaful Insurance Company's liability in respect of all claims for loss of or damage to Jewellery and Valuables in the care and custody of the insured shall not exceed the limit as stated in Section H of the Table of Benefits.
4. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in Section H of the Table of Benefits, subject to any maximum limits expressed in this section.
5. The Insured Person shall at all times exercise reasonable care in the supervision of insured baggage and/or personal effects.
6. If supported by proof of purchase and/or expense vouchers then the full benefit limit will apply but a maximum of 50% of the limit stated in the table of benefits will be reimbursed without any proof of purchase and or expense vouchers for necessary and essential purchases.
7. This section shall also cover General Average and Salvage charges levied by carriers to effect the release of the Insured Person's accompanied baggage and/or personal effects following a situation of general peril during a voyage by sea in the course of the covered trip up to but not exceeding 25% of the Sum Insured stated in the Table of Benefits for such baggage and/or personal effects.

Section I

Baggage Delay

In the event of an Insured Person being temporarily deprived of his baggage and/or personal effects for a period in excess of 6 hours on his outward journey whilst on the covered trip, Boubyan Takaful Insurance Company will reimburse the Insured Person in respect of necessary emergency purchases up to a limit of KD 1,700 any amount so paid being deducted from any subsequent claim paid under Section H above. Delay has to be in excess of 6 hours with written confirmation of delay produced by the airline and supported with original bills and receipts with purchase of needs. If supported by proof of purchase and or expense vouchers then the full benefit limit under Section I, will apply but a maximum of KD 150 will be reimbursed without any proof of purchase and or expense vouchers for necessary and essential purchases at the discretion of the insurer.

Section J Prescription Medicines

Boubyan Takaful Insurance Company will take charge of delivering the medicines prescribed by a doctor for the Insured Person during a covered trip up to the Sum Insured for Section J stated in the Table of Benefits and which cannot be found in the place where the Insured Person has travelled to or be replaced by medicines that have similar composition. Under no circumstances will Boubyan Takaful Insurance Company meet the cost of the medicines.

Section K Emergency Dental Expenses

This section shall reimburse the Insured Person in respect of expenses necessarily incurred for emergency dental treatment as a result of the Insured Person sustaining dental injury in the course of the covered trip, up to the amount of the Sum Insured for Section K stated in the Table of Benefits.

Section L Loss of Passport

In the event of an Insured Person suffers the loss of his/her passport whilst on the covered trip, Boubyan Takaful Insurance Company will indemnify the Insured Person in respect of such loss up to the Sum Insured for Section L stated in the Table of Benefits. Losses should be reported to the Police or appropriate authorities within 48 hours of discovery or as soon as is reasonably practicable, and a Police or Property Irregularity report to be obtained and submitted along with the claim form;

General Exclusions

Boubyan Takaful Insurance Company shall not be liable under this insurance for:

1. loss, damage, death, disablement or expenses directly or indirectly occasioned by, 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 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
2. a) death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
b) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from
 - i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. death, disablement, loss or expense whilst the insured person is engaged in or taking part in mountaineering or rock climbing normally involving the use of ropes or guides; potholing; all forms of racing other than on foot; diving involving the use of breathing apparatus; any form of operational duties as a member of the armed forces (except as specified in Section F iii)c) professional entertaining, organized sports, or flying (other than when travelling by air solely as a passenger), ski jumping, ski racing, ice hockey, snowboarding, the use of bobsleighs or skeletons and loss of or damage to hired clothing, hired equipment and skis whilst in use;
4. death, disablement, loss or expense arising out of the insured person engaging in winter sports, unless such cover has been agreed by Boubyan Takaful Insurance Company and the appropriate additional contribution has been paid. Subject always to the exclusions stated in General Exclusion 3;
5. bodily injury sustained or illness or disease contracted by an insured person over 65 years of age unless cover in respect of such insured person has been agreed by Boubyan Takaful Insurance Company and the appropriate additional contribution paid;
6. death, disablement, loss, expense or liability directly or indirectly arising out of or contributed by the insured person's

willful self-injury, suicide, attempted suicide, psychiatric disorders deliberate exposure to exceptional danger (except in the attempt to save human life), or the insured person's own criminal act;

7. death, disablement, loss or expense arising from the insured person driving or riding a motor cycle or motor scooter other than a moped under 50 c.c. (this exception being without prejudice to exclusion a) of Section G of this insurance);
8. any insured person over 75 years of age.

General Conditions

1. It is general condition of this insurance that the covered trip is not commenced
 - 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 insured person shall as soon as possible following accidental bodily injury sustained or illness or disease manifesting itself for which insurance is provided hereunder, place himself under the care of and follow the advice of registered qualified medical practitioner. There shall be no claim under this insurance should the insured person fail to follow such advice or treatment prescribed.
3. On the happening of any event likely to give rise to a claim under this insurance, written notice thereof shall be given immediately to Boubyan Takaful Insurance Company or as soon as is reasonably practicable.
4. The insured person shall at his own expense furnish to Boubyan Takaful Insurance Company such certificates, information and evidence as Boubyan Takaful Insurance Company may from time to time reasonably require, in the form and of the nature prescribed by Boubyan Takaful Insurance Company. Boubyan Takaful Insurance Company shall be allowed at their own expense and upon reasonable notice to the insured person from time to time, or in the case of death, upon reasonable notice to the insured person's legal representatives, to have a post-mortem examination of the body.
5. No sum under this insurance shall carry interest and Boubyan Takaful Insurance Company shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this insurance.
6. All words appearing in the gender of one sex shall be taken to include both genders.
7. Cover under this insurance is limited to State of Kuwait residents only unless specifically agreed in advance by Boubyan Takaful Insurance Company, and to consist with the provisions of Islamic law.
8. This insurance is issued subject to and shall be governed by the state of State of Kuwait law and the State of Kuwaiti courts alone shall have jurisdiction in any dispute.
9. There is no cover under this insurance for any manual work undertaken whilst on the covered trip unless specifically agreed in advance by Boubyan Takaful Insurance Company.
10. Maximum duration for any one single trip must not exceed 90 days.

Consideration

This Plan is issued in consideration of the information provided by the Planholder and contained in the Takaful Certificate and the Planholder paying Contribution to the Takaful Fund when due.

Other Takaful Protection/Insurance

If the Participant is entitled to payment under any other Takaful Protection or insurance in circumstances where he/she would be entitled to coverage under this Plan, the Company will only be liable for amounts not recoverable from such other Takaful Protection, or insurance.

Payment of Claims

Payment of any claim under this Plan is subject to the Definitions and all other terms and conditions of the Plan pertinent to the benefit.

Exposure

When by reason of an Accident a Participant is exposed to violent and severe or prolonged weather conditions and as a result of such exposure suffers death, such death shall be covered hereunder subject to the Definitions and all other terms and conditions of this Plan.

Disappearance

If the body of a Participant has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the common carrier in which such Participant was a fare-paying passenger, the Participant shall be presumed to have suffered Accidental Death as a result of Accidental Bodily Injury on the date of the aforesaid occurrence, subject to the definitions and all other Terms and conditions of this Plan.

Contract: Changes

The entire contract between the parties will be constituted by this Plan, the application form if any and any endorsements and amendments. No change in the contract will be valid unless evidenced by endorsement or amendments.

Reasonable Care

The Participant must exercise reasonable care to prevent accidents, injury, illness, loss or damage.

Mis-statement or Fraud

The Company has the right to repudiate any claim under this Plan if they find that the Plan has been obtained by providing incorrect information in the application form or any claim form under this Plan.

Mis-statement of Age

If the age of any Participant has been misstated, all amounts payable under this Plan shall be such as the contribution paid would have purchased at the correct age and age falling within the eligibility criteria, otherwise if the correct age falls outside the criteria, the Plan would become invalid. No refund of any contribution will be paid as a penalty for his/her Misstatement.

Physical Examination

The Company shall have the right and opportunity at its own expense to examine the Participant when and so often as it may reasonably require pending the outcome of a claim under this Plan. In the event of the Accidental Death of the Participant, the Company shall be entitled to have a post-mortem examination carried out at its own expense, except when such examination is prohibited by law.

Payment of Benefit

Benefit payable under this Plan shall be paid to the Plan Holder or as otherwise directed in writing by the Planholder. In the absence of any such written direction, any benefits unpaid at the time of the Participant's death shall be paid to the estate of the Planholder. Any receipt which the Planholder, or any third party

to whom the Planholder has directed that payment be made, may give to the Company for any benefit paid under this Plan shall be deemed a final and complete discharge of all liability of the Company.

Subrogation

The Planholder authorises the Company to proceed at its own expense in the name of the Planholder against third parties who may be responsible for an occurrence, giving rise to a claim under this Plan and the Company shall be entitled to any recovery in connection therewith.

Legal Action

No action shall be brought to recover on this Plan prior to the expiration of 60 days after written proof of claim has been filed in accordance with this Plan. All rights of recovery under this Plan shall lapse after a period of 180 from the date of occurrence of any event that gives the Participant a right of recovery under this Plan.

Governing Law, Jurisdiction, and Arbitration

This Plan is subject to the exclusive jurisdiction of the State of Kuwait and shall be governed in accordance with the laws of State of Kuwait including without limitations, the Insurance Regulations. If both parties agrees to resolve the dispute arising under this plan by arbitration, such arbitration shall be carried out in accordance with the laws and regulations of State of Kuwait which govern arbitration (not applicable to personal liability), and to consisting with the provisions of Islamic law.

Currency

Contribution and benefits payable under this Plan shall be paid in Kuwaiti Dinar

Refund of Contribution

No refund of contribution is allowed once the Application Form has been accepted and Plan has been issued

Gender

Unless the context otherwise requires, words and expressions importing the masculine gender also includes the feminine and neuter gender. Further, words and expression in the singular include the plural and vice versa.

Governing Language

This English translation of the Plan is for reference purposes only. In the event of any inconsistency between the Arabic version and the English version, the Arabic version shall prevail.

Place of Departure

This Takaful protection is only valid for travel originating from the State of Kuwait .

Termination

This plan may be terminated at any time at the request of the Participant and the Company Shall be entitled to retain contributions or part thereof. If any contribution due remains outstanding this Plan shall be deemed to have been void from the effective Date specified in the Plan Certificate.