

One Third Takaful Alkhayrat Policy,

The “Contributor”, by accepting to deal with Boubyan Takaful Insurance Company (K.S.C.C) which is subsequently mentioned by the company on the basis of this policy, is considered a donated contributor with other contributors on a Takaful basis, and the company is considered a manager of the insurance system and contributors representative, It invests insurance contributions, in whole or in part, on the basis of the Mudaraba contract in exchange for a common share of the company as profit, as speculated in the public announcement in the company’s position and its branches before the beginning of each calendar year.

Specifically, the company’s connexion with the Contributor is determined regarding the latter’s entitlements due to its share of the net insurance surplus achieved at the end of the fiscal year according to the regulations set by the company's board of directors.

Since the subscriber whose name is indicated in the table below, he had submitted to the company a written request, which is a form for filling the insurance application, so it constitutes an integral part of this policy, along with any other permits or written papers submitted by the Contributor.

According to this contract, and subject to observance of the conditions, exclusions and provisions stipulated therein and any conditions attached or appearing or added to the contract, and in a manner that does not violate the provisions of Islamic Sharia, the subscribers' body shall comply with the following:

First: Basic Takaful Benefits

Liable to pay the due amount to the heirs of the contributor - in the event of his accidental death - the sums stated in the table of benefits according to the limits and controls stipulated in the contract.

Second: Additional Takaful Benefits

Liable to pay the due amount to the contributor or his heirs - In the event of permanent total disability (due to accident or sickness) - according to the percentages stated in the table of benefits and in accordance with the limits and controls stipulated in the contract.

Contributor Details:

- ❖ **One Third Beneficiary** M/S General Secretariat of Endowments / Zakat House / Islamic Charitable Organization
- ❖ **Insurance Type** Takaful (Life) insurance & personal accidents. (One Third Takaful Alkhayrat)
- ❖ **Company Liability** According to the limitations stated in the contract table of benefits.
- ❖ **Geographical Territorial Limits** Worldwide subject to be resident in State Of Kuwait (excluding Iraq, Palestine, Syria, Afghanistan and Countries which in war declared or Non- Declared)

Table of Benefits For Takaful (Life) & Personal Accidents:

Takaful Benefits

liable to pay the due amount to the contributor or his heirs and Charity organization for the following condition:

- ❖ Death caused by an Accident
According to the conditions of appendix No. **1** 100% of basic Sum Insured
- ❖ Permanent Total disability due to Accident
According to the conditions of appendix No. **2** 100% of basic Sum Insured
- ❖ Permanent Total disability due to Sickness
According to the conditions of appendix No. **3** 100% of basic Sum Insured

Definitions

1- The Company:

Means Boubyan Takaful insurance Company (KSCC) (being the Administrator of the Contributors' Fund).

2- Contributors' Fund:

Means the Takaful Insurance System which is regulated by the Boubyan Takaful Insurance Company memorandum of association and articles of association and the Boubyan Takaful Insurance Company is the Administrator of Contributors' Fund.

3- Policyholder:

The second party means that subscribes with the company to purchase this coverage under this policy.

4- Insurance Contribution:

Means the amount which is contributed by the policy holder to the Contributors' Fund.

5- The Policy:

Means the complete insurance contract document including the preamble, definitions, schedules, Conditions, Exclusions and the attached addendum which is added to the contract during the contract period and approved by the company.

6- Effective Date of Insurance:

Means the date specified in the policy as a commencement date of insurance coverage to all eligible contributors employed by the policy holder under this policy.

7- Date of Insurance Coverage:

Means the date on which the contributor becomes eligible to get benefit of this insurance coverage either from the commencement date of insurance or subsequent date thereto.

8- Contributor's Basic Takaful Amount:

Means the amount, which covers the material benefits of any contributor in case of his accidental death, which is equivalent with maximum the amount stated in the table of benefit.

9- Benefits:

Means all material benefits which are payable under this policy to the contributor (or his heirs) as shown in the enclosed table of benefits.

10- The charity

The party to which the contributor requested to donate one third of the material benefits that may be due in the event of death or injury in accordance with the terms of the policy

11- Accident:

Means the bodily injury caused (exclusively, directly and independently) by fierce , visible external force beyond the control of the contributor's will that causes apparent damages on the body and occurs during the validity of this policy and after the contributor's coverage of insurance .

12- Permanent Total Disability:

Means the contributor's permanent and continuous disablement that would hinder him/her from practicing his/her ordinary profession or any other job in the future as a result of non-curable accidents or sicknesses. The following events shall be treated as covered permanent total disability:

- The complete and unrecoverable loss of all sight in both eyes.
- The loss of two arms or hands or complete permanent paralysis of the same.
- The loss of two legs or two feet or complete permanent paralysis of the same.
- The loss of sight of one eye with the loss of one hand or foot or complete permanent paralysis
- Loss of one hand and one leg or complete permanent paralysis of the same
- Loss of one hand and one leg or complete permanent paralysis of the same
- Loss of one arm and leg or complete permanent paralysis of the same.
- Loss of one arm and one foot or complete permanent paralysis of the same.
- Unrecoverable mental diseases.
- Complete unrecoverable loss of speech.
- Unrecoverable complete deafness of both ears.
- Complete separation of lower jaw.
- Any total permanent disablement resulted from an accident or sickness other than the abovementioned the disability of which reaches 100% or more according to the decision of occupational health department and General Council of Ministry of Health in Kuwait.

❖ **Does not include: retirement disability and disability earning.**

General Conditions

Article 1: Contract

This contract and the enclosed schedules thereto namely; (schedule of contract, table of benefits and contribution schedule) and other endorsements attached or added thereto which are approved by the company are considered an integral part hereof and constitute the entire contract between the two parties

Article 2: Objective of Contract

Takaful Insurance for the contributor from joining date, as the company should be notified immediately.

- ❖ The fourth Article below should be observed.

Article 3: Contributors:

All participants and insurance is valid for them from date of enrollment to the policy.

Article 4: Bases of Insurance

The policy holder provides the company at the beginning of each insurance cover the following particulars which the company shall rely to calculate the initial contribution:

- 1- Full name and surname
- 2- Civil ID copy.
- 1- Commencement date for the contractor.
- 4- Insurance Application form
- 5- One Third Beneficiary form

Article 5: Contribution

- 1- The insurance provided for herein is provided against the contribution to be paid by the policy holder according to the contribution table.
- 1- The insurance company has the right to raise the contribution rate upon renewal based on the Contributors data and / or the loss ratio.

Article 6: Expiry of Insurance Coverage

The insurance coverage enjoyed by the contributor shall expire in the following cases:

- 1- Expiration of insurance period.
- 1- In case of contributor's death.
- 2- Upon the entitlement of the contributor to the amount shown in the table of benefits in case of total permanent disability.
- 3- In case the contributor becomes **Sixty-five years**.
- 4- As from the date on which the contributor joins any military organization or State forces.
- 5- If the contribution is not paid within **30** days as from Issue date.

Article 7: Policy holder Obligations

The policy holder strict compliance with the conditions and obligations provided for herein and his commitment towards the Board of Contributors to pay the initial contribution on due time in particular are two pre-requisites to Board of Contributors' liability to reimburse any amounts or benefits under this contract.

Article 10: Payment of Benefits

The company pays the amounts of the Takaful benefits according to the policy directly to the contributor, with the payment of a third of the compensation amount to the donation party specified by the subscriber. In the event of death, the following are required to be eligible for benefits under this document:

- The policy holder should have paid the payable contributions.
- The company should have received the supporting documents for payment namely:
 - **A written notice from the policy holder on the occurrence of the death or disability within thirty days as from date of occurrence.**
- Official death certificate showing the cause of death and a police reports of incident in case of death due to accident and the company shall pay the Takaful amount in one lot against one discharge letter signed by the policy holder .
- In case of disability, the notice should be accompanied by all supporting documentary evidences of disability as follows:
 - A- In case of permanent disability, we should be provided with a report from the Occupational Health Department and / or General Medical Council in Kuwait in which it is declared the cases of permanent total Disability or permanent partial disability as well as the cause of disability, degree, date of injury or disease, date of proven disability. In case of permanent disability due to hopeless disease, the report should prove that the disease remains for a period not less than six months without any recovery or improvement.
 - B- Also and in case of permanent total disability , the report of the Occupational Health Department and / or General Medical Council of Ministry of Health should indicate that the disability percentage is **100%** or more of the total capability of the body only and not of his capability of work (and will not accepted the disability percentage determined by the competent medical commission which impairs the member ability to work normally or any report issued by the Occupational Health Administration and / or the General Medical Council in the State of Kuwait and directed to the General Organization for Social Insurance).
- The company have the right to ask for any other documents it may seem necessary and directly involved with the claim.
- In all claims for any benefits under this policy, an evidence of age of the injured contributor (civil identity card or birth certificate) should be produced.

Article 9: Cancellation of Insurance Coverage

There will be no refunded contributions in case of policy cancellation for the remaining period of insurance year.

Article 10: Territorial Geographical Limits

The insurance stipulated in this policy applies to all those covered worldwide subject to be resident in State Of Kuwait (**excluding Iraq, Palestine, Syria, Afghanistan and Countries which in war declared or Non- Declared**) during **(24)** hours.

Article 11: Subrogation

- Upon the occurrence of an accident which entails the right of recourse to the party causing such accident, the policy holder shall obtain from the employee (injured party) or his legal heirs a subrogation letter in favor of the company to replace him to recourse to the party causing or held liable for the accident or any other person involved therein by all amicable and legal means for its own account.
- The company will not pay the determined claim to the contributor (injured party) or his heirs only after obtaining a subrogation letter signed by the contributor (injured party) or his heirs acknowledging the reconciliation, receipt and discharge of the company from any right or claim relating to the compensation and assignment of all the rights arising from the accident and the right of recourse to the party causing such accident or responsible for it at any person or entity in relation with the accident.

Article 12: Denominated Currency

The Kuwaiti Dinar shall be the denominated currency in this contract in relation to insurance contributions, reimbursement of material benefits to the beneficiaries of this insurance.

Article 15: Forfeiture of Right

The utilized benefits under this contract shall be forfeited based on the following:

- If the claim involves fraud or concealment of data related to the health status of the subscribers, submits a false information or false declaration or statement or speak out about any false declaration to support any claim, or if the methods or methods of fraud are used by the insured or any other person working on his behalf to obtain any benefit under This contract. Likewise.**
- If the company rejects any claim and the contributor has not taken any action or filed a suit within three months of the company rejecting the claim.**
- If the death was intentionally caused by one of the beneficiaries or occurred at the instigation of it, the beneficiary's right will fall from coverage, and the company's liability will be for other beneficiaries.**
- If the contributor does not notify the company in writing within a period not exceeding thirty days from the date of accident or the sickness condition verified.**

Article 14: Obsolescence

The warranty cases of this policy shall extinguish after the elapse of years as from the date of the accident occurrence which caused death or disablement or the day on which the injured party employment contract is expired whichever is earlier. No case for indemnity shall be heard subsequent to this period for any reason whatsoever.

Article 15: Settlement of Disputes

The Courts of State of Kuwait shall have the exclusive jurisdiction to settle the disputes related to the interpretation and application of this Policy provisions unless the two parties agree to refer the dispute to arbitration.

Article 16: Distribution of Insurance Surplus

The policy holder is entitled of a certain percentage of the insurance surplus according to the conditions and by laws regulating the Board of Contributors functions at the end of the contributor's fiscal year which will be settled to the contributor as to be agreed.

Article 17: Policy Language

It is known and understood that the official policy language is the Arabic language and the English version is a translation, for any disputes or differences in meanings the Arabic version shall prevail.

Appendixes

Appendix No. (1)

Death Due to Accident

❖ If the contributor dies due to an accident, the company shall pay the benefits specified in the Table of Benefits pertaining to death caused by an accident provided that :

- The policy should be valid and effective and the contributor is included in the insurance coverage (under this policy) on the date of accident.
- The accident should have occurred prior to contributor is becoming **65** of age.
- Only if the incident occurred in the agreed geographical scope.
- The agreement of the company to pay the payable benefits in full under this appendix terminates promptly all other insurance coverage under the policy regarding this contributor.

Appendix No. (2)

Permanent Total Disability (Due to Accident)

❖ If the contributor is subject to a permanent total disability due to an accident, the company undertakes to pay the benefits specified in the Table of Benefits regarding the permanent total disability caused by an accident after the elapse of **6** months as from the date on which disability is confirmed provided that :

- The policy should be valid and effective and the contributor is included in the insurance coverage (under this policy) on the date of accident.
- The first day of the date on which the disablement is confirmed should have occurred prior to contributor's age of **65**.
- Only if the disability occurred in the agreed geographical scope.
- The agreement of the company to pay the payable benefits in full under this appendix terminates promptly all other insurance coverage under the policy regarding this contributor.

Appendix No. (3)

Permanent Total Disability (Due to Sickness)

❖ If the contributor suffers permanent total disability due to an sickness, the company undertakes to pay the benefits specified in the Table of Benefits regarding the permanent total disability caused by an sickness after the elapse of **6** months as from the date on which disability is confirmed provided that:

- The policy should be valid and effective and the contributor is included in the insurance coverage (under this policy) on the date of disability.
- The first day of the date on which the disablement is confirmed should have occurred prior to contributor's age of **65**.
- The contributor should be completely unable to practice his normal work for a period not less than **6** consecutive months.
- Only if the disability occurred in the agreed geographical scope.
- The agreement of the company to pay the payable benefits in full under this appendix terminates promptly all other insurance coverage under the policy regarding this contributor.

Exclusions:

The company shall not be liable under this policy by any of the following reasons:

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, acts of terrorism, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising
- Diagnosed with AIDS or Epidemic diseases Or any similar syndromes recognized by World Health Organization.
- Atomic, Biological, and Chemical contamination
- Insured engaging in any illegal act, breach of Law or criminal act
- Mental and nervous disorders
- Intentionally self-inflicted injury, suicide or attempted suicide (whether sane or insane)
- Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline or charter service
- Drug or alcohol abuse
- Involvement in any underwater activity
- Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition
- Insured engaging in any illegal act, breach of Law or criminal act
- Insured engaging in or taking part in any naval, military or air force operation
- Illegal pregnancy, abortion or childbirth
- Disease or medical impairment, from which the insured was suffering, received treatment for or was aware of at the commencement of his insurance .

❖ *Approval of Fatwa and Sharia'a Committee*

This Policy is approved by the Company's Fatwa and Sharia'a Committee on 06th. Dhul Qi'dah 1440 AH, corresponding to 07th August 2019 AD.