

# DOMESTIC HELP INSURANCE

## Terms and conditions

## DOMESTIC HELP INSURANCE POLICY DOCUMENT DEFINITIONS:

<b>The Company</b>	<b>Bahrain Kuwait Insurance Co.</b>
<b>Insured</b>	The Employer in whose name the policy has been issued.
<b>Insured Person</b>	Domestic Helper
<b>Benefit</b>	Amount that becomes payable under the policy as per the “Scale of Benefits”.
<b>Bodily Injury</b>	Death or permanent disablement by violent accidental external and visible means.

The Insured having submitted a proposal which shall be the basis of this contract and having paid the agreed premium.

The Company will pay to the Insured if during the period of insurance the Insured Person/s shall sustain Bodily Injury caused by violent accidental external and visible means resulting directly and independently of any other cause within twelve calendar months in death or permanent disablement or expenses, the amount of compensation as stated in the Scale of Benefits attached hereto subject to the terms, conditions, exclusions and provisos of the policy.

## PROVISIONS

- A. In respect of Bodily Injury sustained by any Insured Person compensation shall not be payable under more than one of benefits A to B inclusive in the Scale of Benefits in respect of the same accident. No liability to make any further payment under this policy shall attach to the Company after a claim under one of the benefits A to B has been admitted and becomes payable.
- B. If an Insured Person disappears, the death Benefit will not become payable unless sufficient evidence is produced to show that on the balance of probabilities such person has died as a result of Bodily Injury. If the Company pays the death Benefit and at any time subsequently the Insured Person is found to be living the amount already paid must be repaid to the Company.

## EXCLUSIONS

The Company will not pay for Benefit for any Bodily Injury of an Insured Person if the Bodily Injury:

1. Arises from the Insured Person taking part in
  - Racing (other than on foot or while swimming)
  - Professional sports
  - Winter sports
  - Mountaineering or rock-climbing using ropes or guides
  - Pot-holing
  - Hunting
  - Gliding
  - Parachuting
  - Bungee jumping
  - And such other hazardous sports
2. Arises from pregnancy, childbirth, miscarriages, or abortion.

3. Arises from suicide or attempt thereof or intentional self-injury or willful exposure to danger
4. Consequent upon the effect or influence of alcohol or drugs.
5. Consists solely of illness, disease, or disorder.
6. Arises from mental or physical defect or infirmities known to the insured person at the commencement of the insurance or at the time of renewal.
7. Is sustained during the period of insurance if the insured person attains the age of 65.
8. Arises from taking part in a criminal act.
9. Is occasioned by or happens through war, invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
10. Resulting as a consequence of any act of any person acting on behalf of or in connection with any organization with the activities directed towards the overthrow by force of the government, de jure or de facto, or to the influencing of it by terrorism or violence.

## CLAIMS

1. Notice must be given to the Company in writing of any Bodily Injury which may give rise to a claim under this policy (together with full details of both the accident and of the injury) as soon as practicable but in any case within 21 days of occurrence.
2. All reports certificates and information required by the Company must be furnished without expense to the Company.
3. In connection with any claim an Insured Person may be required to undergo medical examination at the expense of the Company. Benefit will not be payable in respect of any claim where the Insured Person fails to undergo such medical examination.
4. In connection with any claim a representative of the Company shall be allowed to visit the Insured Person at any reasonable time. Benefit will not be payable for any claim if the Insured Person fails to co-operate in this respect.
5. A certificate from the Bahrain Medical Commission is to be submitted to the Company in respect of claim for disability benefits. The maximum Benefit payable will be as per the disability scale mentioned in the Scale of Benefits attached to the policy.

### ASSIGNMENT

This policy is not assignable. Payment of any Benefit will be made only to the Insured or his legal personal representative whose receipt shall be considered as sufficient discharge to the Company.

### FRAUD

All Benefit under the policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any injury be occasioned by the willful act or with the connivance of the Insured or Insured Person.

## GENERAL CONDITIONS

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company at the address mentioned on the Schedule of the Policy.
2. The Company shall not be liable if there be any misstatement in or if a material fact be omitted from the proposal form completed by the Insured.
3. In the case of bodily injury to which this Policy relates the Insured Person shall procure and act upon medical or surgical advice as soon as practicable.
4. The Insured shall give immediate notice to the Company of any change in the occupation of the Insured Person/s and shall also give notice before any renewal of this Policy of any injury disease physical defect or infirmity by which the Insured Person/s has become affected or of which he has become cognizant.
5. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Insured Person/s shall as often as required submit to medical examination on behalf of the Company (if required) at their own expense in respect of any alleged bodily injury. In the case of death of Insured Person reasonable notice shall be given to the Company before interment or cremation and the Company may require to be represented at a postmortem examination on the body of the Insured Person. Immediate notice stating the day, time and place shall be given to the Company of any inquest appointed. Time is the essence of this condition.
6. Any receipt or discharge which the Insured or his legal personal representative may give to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury resulting to the Insured Person/s in consequence of the accident whether resulting before or after the date of such receipt or discharge.
7. The Company may by notice in writing to the Insured under registered letter to Insured's last known address give seven days' notice of their intention to terminate this Policy returning on demand a proportion of the Premium corresponding to the unexpired Period of Insurance.
8. It shall not be incumbent on the Company to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the Policy expires. 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 Insured Person attains the age of 65 years.

9. The Company shall be entitled to treat the Insured 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. All differences arising out of this policy shall be referred to arbitration. The arbitration procedure shall be carried out according to the contents of Chapter Seven and subsequent Chapter of the Legislative Decree No. 12 of the year 1976 and its amendments that deals with the Law of Civil and Commercial proceedings.
11. If the Insurer disclaims liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to the Arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## Scale of Benefits

	CAPITAL SUM INSURED	BD 5,000/- (Per Insured Person)
ITEM	DESCRIPTION	% of Capital Sum Insured
A.	Death Due to Accident	100%
B.	Permanent Disablement Due to Accident:	
	Total and irremediable blindness in both eyes	100%
	Total and irremediable blindness in one eye and loss of one hand or one foot	100%
	Total and irremediable blindness in one eye	50%
	Loss of both hands or feet or one hand and one Foot	100%
	Loss of one hand or one foot	50%
	Loss of hearing or speech	50%
	Loss of hearing in one ear	15%
	Loss of arm at shoulder	75%
	Loss of arm below shoulder	65%
	Loss of leg at hip	75%
	Loss of leg below hip	65%
	Loss of thumb (both phalanges)	25%
	Loss of thumb (one phalanx)	10%
	Loss of index finger (three phalanges)	10%
	Loss of index finger (two phalanges)	8%
	Loss of index finger (one phalanx)	4%
	Loss of finger other than thumb or index finger	5%
	Loss of great toe	5%
	Loss of any other toe	1%
	Any permanent partial disablement due to accident not specified above other than loss of sense of taste or smell	such percentage to be assessed by the Company as in the opinion of the Company's Medical advisers and is not inconsistent with the foregoing without regard to the Insured Person's occupation



C.	Medical Expenses arising out of any bodily injury resulting in death or in permanent disability to the Insured Person subject to an annual limit per person of	BD 500/-
D.	Actual cost of repatriation of the mortal remains of the Insured Person following death (accidental or natural, but excluding suicide) from Bahrain to Insured Person's place of domicile, subject to a limit per person of BD 1000/-  Benefit will be reimbursement of actual cost of reparation, subject to maximum of BD 1000/-	BD 1000/-
E.	Expenses incurred by the Insured to recruit replacement domestic help in the event of bodily injury resulting in death or permanent total disability or permanent partial disability of Insured Person exceeding 50% subject to an annual limit per person of	BD 500/-