

Personal Accident - Group - Conditions & Clauses

Policy Number : P1/10/1925/20/00002 Policy Issue Date : 09 SEP 2020
Policy Period : From 01-AUG-2020 To 31-JUL-2021 Policy Issue Office : SHARQ Corporate Office
Name of Insured : Doha Bank - All the Doha Bank Deposit Account Holders

Conditions / Clauses / Warranties

- 1 As per our standard Personal Accident policy wordings including following clauses/conditions.
- 2 **Sanctions Limitation & Exclusion Clause (JC2010/014)**
Sharq Insurance LLC shall not be deemed to provide cover and Sharq Insurance LLC shall not be liable to pay any claim or provide any benefit hereunder; to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Sharq Insurance LLC to any Sanction, Prohibition or Restriction under United Nations Resolutions or the Trade or Economic Sanctions, Laws or Regulations of the European Union, United Kingdom or United States of America.
- 3 **Premium Payment Warranty - Premium payable in full on monthly basis within 7 days of debit..**
It is both a Term and a Condition of this Insurance Policy that (unless specifically amended by Sharq Insurance LLC to the contrary), the Premium identified within the Policy provisions, must be paid in full by the Insured within 7 days of the Inception Date of the Policy.

Should any additional Extension/s to the Policy Period Endorsement or Adjustment endorsement/s be issued under this Policy of Insurance, then the premium payable for such Endorsement/s must also be paid in full by the Insured within 7 days from the Inception Date.

Sharq Insurance LLC shall have the specific right to deny the contract from the supposed inception date or Policy Period Endorsement date or Adjustment Endorsement/s date and repudiate and disavow all known or unreported losses that may occur, should the terms of this Premium warrantee Statement not be complied with by the Policy holder or his authorized agents or intermediaries, in full.
- 4 **Permanent Total Disablement –As per table of benefits**
- 5 **List of deposit holders details to be provided end of each month for adjustment which is subject to additional premium.**
- 6 **Repatriation Expenses Following Death due to Accidents only - to transport human remains to home country up to QAR.10,000/- per person.**
It is understood and agreed that this Policy is extended to cover Repatriation expenses up to QAR.10,000/- per person in case of Death only.
- 7 **Limit of Indemnity Per Person - QAR.300,000/- or Deposit Amonut whichever is lower in the aggregate**
- 8 **Medical Expense as a result of Accident Limited to QAR 10,000/- per person per annum treatment restricted to Government Hospitals/ Government Clinics only.**
It is understood and agreed that this policy is extended to cover medical expenses within the State of Qatar up to a limit of QAR. 10,000/- per employee restricted to work related accidents and treatment in Government Hospitals or Government Clinics only.
- 9 **Any One Event Limit - Any Known Accumulation limited to QAR 5,000,000/-**
- 10 **Jurisdiction - State of Qatar**

Exclusions

- 1 **Political Risks Exclusion Clause**
Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b. any act of terrorism.
For the purpose of this endorsement an act of 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost 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 (1) and/or (2) above.

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the assured.

Subject otherwise to the same terms, conditions and limitations of the said policy.

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2 Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, this insurance agreement does not cover any loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an actual or threatened violent act or any act harmful to human life, tangible or intangible property or infrastructure, directed towards or having the effect of (a) influencing or protesting against any de jure or de facto government or policy thereof or (b) intimidating, coercing or putting in fear a civilian population or section thereof.

In any action suit or other proceedings where the insurer alleges that by reasons of this exclusion a loss, damage or expenses is not covered by this insurance agreement, the burden of providing that such loss, damage or expenses is covered shall be upon the insured.

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3 Excluding Natural Death

This policy excludes and does not cover natural death.

4 Aviation risks other than as a passenger embarking, travelling in or disembarking from any fully licensed passenger carrying aircraft and not being a member of the crew.

5 Injury or accident to professional sports-men and -women

6 Excluding Temporary Total Disablement (TTD)

7 War & Kindred Perils

Notwithstanding anything to the contrary contained herein this policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequences of war, invasion acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. 1/1/3/ NMA464

8 Communicable Disease Exclusion(LMA5396-17-Apr-2020)

"1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. 2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease. 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage."

9 Cyber Loss Absolute Exclusion Clause(IUA 09-081-17-May-2019)

"1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss. 2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by: 2.1 the use or operation of any Computer System or Computer Network; 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data; 2.3 access to, processing, transmission, storage or use of any Data; 2.4 inability to access, process, transmit, store or use any Data; 2.5 any threat of or any hoax relating to 2.1 to 2.4 above; 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data. 3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility. 4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data. 5. Data means information used, accessed, processed, transmitted or stored by a Computer System. 6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured."

Authorised Signatory