

ساب تكافل SABB Takaful

عضو مجموعة HSBC

Business Banking Takaful Plan

Issued by SABB Takaful Company

SABB TAKAFUL COMPANY

P.O. Box 9086, Riyadh 11413,
Kingdom of Saudi Arabia
Telephone: (9661) 2764400
Service Help line: 8001260006
Facsimile: (9661) 2764463

Note:

Please read this document carefully to see that it meets your requirements.

The Plan

Dear Customer

We are pleased to provide you with our **Business Banking Takaful Plan** hereon referred as the Plan, which provides protection against unforeseen events and perils. Its prime purpose is to indemnify you in the event you sustain any loss or damage happening during the Period of Takaful Protection. In return of your Contribution, you will receive a Takaful Protection as shown in the Takaful Certificate subject to the terms, conditions, warranties, provisions and exclusions expressed or implied in the Plan and Endorsements attached or endorsed hereon.

Under a contract, to be made by and between the Company and the Planholder, SME shall be covered throughout the period specified in Takaful Certificate against the contribution fees payable by the Planholder. This document shall cover all conditions, provisions and procedures governing the implementation of such Plan.

When drawing up this Plan, SABB Takaful Company (the Company) has relied on the information and statements, which have been provided by you at application. The Company "SABB Takaful 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 entity protected in this Plan as Planholder for risks covered under this Plan to the extent and in the manner stated in the Takaful Certificate.

The information you provide us will be main document in the Takaful Plan and we depend on them on Takaful business performance.

The "provided information" 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 or analysis of such claim; and
- Exercising any right of subrogation in claims.

The information you provide to us may be disclosed, if there is an insurable interest, 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;
- Saudi Arabian Monetary Agency (SAMA) or any other government organization that exists or is formed from time to time to carry out regulatory functions of the Saudi Insurance industry.

SABB TAKAFUL COMPANY

PO Box 9086, Riyadh 11413,
Kingdom of Saudi Arabia
www.sabbtakaful.com

SABB Takaful سَاب تكافل

عضو مجموعة HSBC

Index

		Page No
Shariah Basis of this Plan		4
Part 1	Definitions	5
Part 2	Coverage	6
Part 3	Property All Risk and Plate & Glass	6
Part 4	Increase cost of working	12
Part 5	Money	12
Part 6	Personal Accident	14
Part 7	Public Liability	15
Part 8	Fidelity Guarantee	19
Part 9	Good in Transits	20
Part 10	Business Travel	21
Part 11	General Exceptions	27
Part 12	General Conditions	28

SHARIAH BASIS OF THIS PLAN

These are the terms and conditions for the Business Banking Takaful Plan

1. Takaful Protection through Co-operative Principles

- a. 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 the assets of the managing company and all its own liability.
- b. The terms of participation in this Plan are that the **contribution** to be paid to a cooperative pool for the benefit of the Planholders on a collective basis. Each Planholder gains the right of compensation against the events within the conditions of the Plan. The Planholder takes effect on the commencement date shown in the **Takaful Certificate**.
- c. The **Takaful Fund** is therefore a pool of money out of which claims by any of the Planholders are paid. It also accounts for investment gains and losses less any **contributions** paid for retakaful. **The Company** reserve the right to reinsure in which case the **Takaful Fund** will be reduced accordingly and all claims and benefits will be paid in the same proportion as per the reinsurance. The Takaful Management shall endeavor to reinsure on a Shariah compliant basis. However, if this is not possible, it is permitted by the Shariah Committee to reinsure on a conventional basis until an acceptable Shariah compliant solution is available.

2. Your 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 **Planholder** in the relevant financial year shall be the Takaful Surplus less the good performance incentive fee to the managing company 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 a loss in the Takaful Fund, We will endeavor to finance such a loss on an interest free (Qard Al-Hasanah) basis until the Surplus returns to Takaful Fund. If losses persist or can be expected to persist, the Company reserves the right to increase the future Contribution.

3. The Charges

The charges to cover the cost of acquisition, administration and fund management will be subject to a maximum charge of 49% of the contribution.

The Company will also be entitled to a good performance incentive fee as a portion of the Takaful Surplus as not exceeding 35% of Takaful Surplus declared at the end of any financial year.

The Company has the right to change any of these charges by an advance notice.

This Plan, the Certificate, any Memoranda and Endorsements hereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. Any word in the masculine gender shall also include the feminine gender where applicable.

PART 1 **Definitions**

1. **“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 organization(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 Part of the public, in fear.
2. **“Charges”** are the amount that taken from the contribution. These charges are to meet the cost of acquisition, and management of **Takaful Fund**.
3. **“Company”** means SABB Takaful Company
4. **“Contribution”** means the amount stated in the **Takaful Certificate** that you contribute against your participation in the Plan.
5. **“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**.
6. **“Insurance Regulations”** means the Law on Supervision of Co-operative Insurance Companies, promulgated by Royal Decree No. (M/32) dated 2.6.1424H corresponding to 31.7.2003G and its implementing regulations and any subsequent amendments thereto.
7. **“Manager of the Takaful Fund”** means **SABB Takaful Company**, which carries out administration and investment of the **Takaful Fund**.
8. **“Nuclear, chemical, biological terrorism exclusion”** mean the use of any nuclear weapon or device or the emissions, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Takaful Protection by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any Part of the public, in fear.

“Chemical” agent shall mean any compound which, when suitable disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If the Company alleges that by reason of this exclusion any loss is not covered by this Plan the burden of proving the contrary shall be upon the Planholder.
9. **“Period of Takaful (Period of Takaful Protection)”** means the length of time for which the **Takaful Protection** is valid.

Administration means servicing the **Plan** efficiently, assessing risk properly, accounting for the **Contributions**, settling the claim if any and through prudent underwriting, distributing **Takaful Surplus**. Investment management involves managing the investments in Shariah compliant manner.

ساب تكافل SABB Takaful

عضو مجموعة HSBC

10. **“Planholder”** means eligible person for **Takaful Protection** who are citizens or residents or business enterprises of the Kingdom of Saudi Arabia and who is named in the application form and/ or mentioned in the **Takaful Certificate**.
11. **“Property Covered”** means the Property stated in the Takaful Certificate.
12. **“Shariah Principles”** means Islamic law as agreed by the Shariah Committee of the Company.
13. **“Shariah Committee”** means a committee of renowned independent Shariah Scholars to study the Company's Plans and supervise the commitment to the Shariah Principle.
14. **“Takaful Benefits”** means the amount of Protection for each covered event as shown in the Takaful Certificate.
15. **“Takaful Certificate”** Means the certificate, which provides details of the Planholder's **Takaful Protection**. The **Takaful Certificate** is part of this **Plan**.
16. **“Takaful Fund”** means fund made up of Contributions and other sources covering insurance risks.
17. **“Takaful Protection”** Means Sharia compliant Insurance cover provided under this **Plan**.
18. **“The Plan”** is the Business Banking Takaful Plan.

PART 2 Coverage

The cover will be in force subject to the following requirements:

1. Observance and fulfillment of the Terms of this Plan relating to anything

- to be done or complied with by the Plan holder or any claimant;
2. The correctness of the information in the Proposal;
3. The adequate substantiation of the claim.
4. Ascertaining and agreement on the amount of compensation.
5. The Proposal shall be incorporated in and be the basis of the contract.
6. The Planholder will pay the Contribution as a consideration for Protection.

This Plan shall not be in force unless the Certificate has been approved and signed by an Authorized Representative of the Company and attached to the certificate.

PART 3

Property All Risks

The Company Agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Planholder to recover hereunder) that if during the period of protection specified in the Schedule or during any subsequent period for which the Contribution shall have paid and the Company shall have accepted the Contribution required for the renewal of this Plan, there shall happen ACCIDENTAL PHYSICAL LOSS DESTRUCTION OR DAMAGE (hereinafter referred to as 'Damage'), except as may be hereinafter excluded to the property protected at the situation specified in the Schedule the Company will pay to the Planholder the value of the property at the time of the happening of its accidental physical loss or destruction or the amount of such accident as physical damage or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Company shall in no case exceed:

ساب تكافل SABB Takaful

عضو مجموعة HSBC

- (a) in the whole of Total Sum Covered or in respect of each item the Sum expressed in the Certificate
- (b) any limit of liability shown in the Certificate or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Plate Glass

The Company will indemnify the costs and expenses necessarily and reasonably incurred in replacing or repairing Plate Glass broken by reason of an Accident. Plate Glass shall be deemed to be plain plate glass of ordinary glazing quality.

Exceptions applicable for Plate & Glass.

The Company shall not be liable for:

1. breakage of lettering, painting or ornamentation unless the Glass is broken at the same time;
2. breakage of or damage to frames or framework of any description;
3. breakage of the glass due to dilapidations of frames or framework;
4. breakage of glass caused by expansion or contraction of the glass.

The liability of the Company shall not exceed the Sum covered mentioned in the Takaful Certificate.

Extensions applicable to part (3).

1. Construction

Unless otherwise stated the building referred to herein or in any endorsement hereon are constructed of brick, stone or concrete and roofed with stales, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients.

2. Architects' surveyors' & consultant engineers' fees clause

The Plan will extend to cover fees and costs such as, but not limited to, architects and other consultants for estimates, plans,

specifications, quantities, tender and supervision necessarily and reasonably incurred subject to a maximum of Ten percent of the Property Sum Covered stated in the Takaful Certificate. Fees and costs incurred in connection with the preparation of a claim are not covered under this clause.

3. Automatic Inclusion of new location

It is hereby declared and agreed that this Plan shall cover automatically the Planholder's property at any new location, built of Class I construction, within the Kingdom of Saudi Arabia, up to a maximum limit of SAR. 50,000/- any one location.

This coverage shall cease 30 days from the date of such acquisition or on the date such property is reported to the Company or on the expiration date of the Plan whichever occurs first. The Planholder shall pay the additional Contribution as required.

4. Automatic reinstatement clause

In consideration of the Takaful protection not being reduced by the amount of any loss the Planholder shall pay the appropriate extra Contribution on the amount of loss from the commencement date of reinstatement to the date of expiry of the period of Takaful Protection.

5. Automatic increase in Sum Covered of stock clause

This Plan is extended to cover increase in sum covered of stock in trade thirty days immediately preceding EID AL FITR, EID AL ADHA SAR50, 000.

6. Brand and label clause

If branded or labeled merchandise covered by this Plan is damaged and the Company elects to take all or any part of such merchandise at the agreed or appraised value the Planholder may at his own expense stamp "salvage" on the merchandise or its containers or may remove the brands or labels if such stamp

or removal will not physically damage the merchandise but shall reliable the merchandise or containers in compliance with the requirements of Law.

7. Breach of conditions clause

The Conditions and Warranties of this Plan shall apply individually to each of the risks covered and not collectively to them. Thus a breach of any Condition or Warranty shall void the part only in respect of all the risks to which that breach applied and does not affect the part in respect of the other risks.

8. Contract price clause

In respect of goods sold but not delivered for which the Planholder is responsible or have received instructions to cover (insure) and with regard to which under the conditions of the sale, the sale contract is cancelled as a result of loss or damage by a covered (insured) event either wholly or to the extent of said loss or damage, the liability of the Company shall be based on the contract price, and for the purpose of applying any underinsurance clause or provision, the value of goods to which this Clause would, in the event of loss or damage be applicable, shall be ascertained on the same basis.

9. Compensation of the Cost for recompiling records and claims preparation clause

This Plan extends to cover costs and expenses necessarily and reasonably incurred by the Planholder following loss or damage to the property covered

- a. to reconstruct and recompile records (but not for the value to the Planholder of the information contained therein);
- b. to extract and compile information required by the Company from the Planholder 's own records for the purpose of preparing a claim under the Plan but excluding legal investigation and research

fees/expenses incurred for the purposes of contesting any issue over the Company's liability under this Plan.

Provided always under this clause that:

- i. no amount shall be recoverable if subsequent to the incurring of such expenses the Company shall deny liability for any claim in respect of which the expenses had been incurred (with or without the consent of the Company);
- ii. the liability of the Company shall not exceed SAR10,000.

10. Compensation of the Cost of demolition / clearing / erection / hoarding clause

This Plan is extended to include any cost necessarily incurred by the Planholder in respect of the demolition of buildings and for removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition, site clearing for Building construction following destruction of or damage to the property covered by fire or any other perils hereby covered (insured) against.

Provided that the amount payable for such cost and expense shall not exceed the sum of SAR10, 000 or 10 percent of the Total Sum covered whichever is the lesser.

11. Compensation of the Cost of temporary protection clause

It is hereby declared and agreed that this Plan is extended to include costs necessarily incurred by the Planholder in respect of temporary protection of the Planholder's property within described premises for its safety following destruction of or damage to the Planholder's premises by fire or any perils hereby covered (insured) against, subject to a limit of SAR5, 000 for such destruction or damage and costs incurred.

12. Errors and omission clause

The Planholder shall not be prejudiced by any unintentional and/or inadvertent omission, error, incorrect valuation or incorrect description of the interests, risk or property provided notice is given to the Company as soon as practicable upon discovery of such error or omission.

13. Fire brigade charges and extinguishing costs clause

The Takaful Protection under this Plan extends to include fire brigade charges and the cost of replenishment of fire fighting appliances provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property covered by this Plan or immediately threatening to involve such property and shall in no case exceed the sum of SAR10,000 for any one loss.

14. Internal removal clause

In the event of removal of property from one building to another at any of the Planholder's locations being inadvertently not advised to the Company the protection on such property shall follow removal, the necessary adjustments in Sums Covered and Contribution being made as from the date of removal as soon as the oversight is discovered.

15. Misdescription clause

It is understood and agreed that this Takaful Protection shall not be prejudiced by any alteration or misdescription of occupancy provided the Planholder shall notify the Company immediately he becomes aware of the same and to pay additional Contribution if required from the date when such alteration or misdescription of occupancy first took place.

16. Non-invalidation clause

This Takaful Protection shall not be invalidated by:

- a. any change of occupancy or increase of risk taking place in the property covered without the Planholder's knowledge, provided that the Planholder shall, immediately on the same coming to their knowledge, advise the Company and pay any additional Contribution that may be required from the date of such increase of risk; and
- b. workmen being on the premises for the purpose of effecting repairs, minor alterations or general maintenance work and the like.

17. Other contents clause

It is agreed that the term "Other Contents" is understood to include:

- a. Documents, manuscript and business books but only for the value of the material as stationery together with the cost of clerical labour expended in writing up, and not for the value to the Planholder of the information contained therein and for an amount not exceeding SAR1,500 in respect of any document, manuscript or business book.
- b. Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Planholder of the information contained therein for an amount not exceeding SAR1, 500.
- c. Patterns, models, moulds, plans and designs for an amount not exceeding

SAR1,250 in respect for any pattern, model, mould, plan and design.

18. Removal of debris clause

This Plan is extended to cover costs and expenses necessarily incurred by the Planholder in the removal of debris, dismantling or demolishing shoring up or propping of the portions of the property covered by this Plan destroyed or damaged by fire or by any other perils hereby covered against, subject to a limit of SAR10,000 for such destruction or damage or the removal of debris expenses.

19. Temporary removal clause

The property named under this Plan is covered (limited to 10 percent of the Sum Covered) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, on the same or to any other premises in the Kingdom of Saudi Arabia and in transit thereto and therefrom by road, rail or inland.

The percentage mentioned above shall not exceed the amount which would have been recoverable had the loss occurred in the part of the premises from which the property is temporarily removed.

This extension does not apply to property if and so far as it is otherwise covered under any other Plan/Policy, nor does it apply to items covering stock and merchandise of every description.

20. Theft during and after a fire clause

It is hereby declared and agreed that this Takaful Protection covers loss by theft during or after the occurrence of a fire, notwithstanding anything stated to the contrary in the printed conditions of the Plan.

21. Vehicle load clause

In the event of any stock-in trade belonging to the Planholder being temporarily kept in any locked vehicle (containers and/or trailers owned, hired or used by the Planholder) whilst in and/or on the Planholder's Premises mentioned in the Takaful Certificate, the Company shall indemnify the Planholder in respect of any loss or damage to such stock-in-trade caused by any of the perils covered against by this Plan, provided always that:

- a. Such stock-in-trade is not otherwise covered; and
- b. The liability of the Company shall not exceed 20 percent of the Sum Covered on stock.

22. Public Authorities Clause

This Takaful cover on the Building under this Plan extends to include such additional cost of reinstatement of the destroyed or damaged property therein covered as may be incurred solely be reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any law of the Kingdom of Saudi Arabia provided that:

The amount recoverable under this Extension shall not include:

- a. the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - i. in respect of destruction or damage occurring prior to the granting of this Extension;
 - ii. in respect of destruction or damage not insured by the Plan
 - iii. in respect of which notice has been served upon the Planholder prior to the happening of the destruction or damage;
 - iv. in respect of undamaged property or damaged portions of property;

- b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not risen;
- c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasoning of compliance with any of the aforesaid Regulations or Bye-Laws

23. Reinstatement Value clause (not applicable to stock items)

In the event of the Property covered under this Takaful Plan (and/or Building) within the Takaful Plan being destroyed or damaged, the basis upon which amount payable under (each of the said items of) the Takaful Plan is to be calculated, shall be the cost of replacing or reinstating new without deduction for depreciation on the same site property of the same kind or type but not superior to or more extensive than the covered Property &/or Building when new, subject to the terms and conditions of the Plan except insofar as the same may be in the following Special Provisions.

- a. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the covered subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow, otherwise no payment beyond the amount which would

have been payable under the Plan, if this memorandum / clause had not been incorporated therein, shall be made;

- b. Until expenditure has been incurred by the Planholder in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Plan if the memorandum / clause had not been incorporated therein.
- c. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum covered thereon at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril covered against by this Plan, then the Planholder shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Plan (if more than one) to which the memorandum/clause applies shall be separately subject to the foregoing provision.
- d. No payment beyond the amount which would have been payable under the Plan, if this memorandum had not been incorporated thereon, shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by other insurance effected by or on behalf of the Planholder which is not upon an identical basis of reinstatement as set forth therein.
- e. This memorandum / clause shall be without force or effect if:
 - i. The Planholder fails to intimate to the Company, within 6 months from the date of destruction or damage, or

SABB Takaful سبب تكافل

HSBC  عضو مجموعة

- such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged;
- ii. The Planholder is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

Property covered shall mean

- A. stocks and/or general merchandise
B. machinery, equipment but excluding any form of portable telecommunication equipment.
C. furniture, fixtures, fittings
D. contents of every description so belonging to the Planholder or held in trust or on commission for which the Planholder is responsible.
E. Building, leasehold improvements if covered separately.

Exceptions applicable to Part 3

These Parts do not cover:

1. Loss, destruction or damage caused by or resulting from unexplained or mysterious circumstances;
2. Loss or damage arising from detention and/or confiscation, by Customs or other officials;
3. Loss or damage arising from faulty or defective design, materials or workmanship, inherent vice, latent defect, wear and tear, gradual deterioration, depreciation, moth, vermin, any process of cleaning or restoring or action of light, atmospheric or climatic conditions (lightning excepted);
4. Loss or damage arising from electrical or mechanical breakdown;
5. Breakage of china, porcelain or other brittle articles (plate glass excepted) unless due to fire or theft;
6. Loss of use of any property or consequential loss of any nature whatsoever except as herein provided under Part 3;

7. Loss arising from fraud or dishonesty of any member of household or any of his directors, partners or employees;
8. Loss or damage caused by or arising from subsidence, landslip, erosion, settling, or cracking resulting from earth movements, shrinkage or expansion of buildings or foundations unless such loss, destruction or damage is caused by fire, lightning or explosion;
9. The first SAR500 (Property Deductible) of each and every loss or damage unless otherwise attributed to fire, lightning or explosion or to theft involving forcible and violent entry or exit, except as otherwise stated;
10. loss or damage arising from the bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the premises are empty or unused;
11. Loss or damage arising from wind, rain, hail, frost, snow, flood, sand or dust to movable property in the open or in open sided buildings or to fences and gates;
12. Loss or damage arising from any willful act or willful negligence on the part of the Planholder or any person acting on his behalf.

PART 4

INCREASED COST OF WORKING

The Company shall upon an interruption to the Planholder premises resulting in a loss of or damage to property covered under Part 2 indemnify the Planholder in respect of the Increased in Cost of Working caused by the interruption up to the amount specified in the Takaful Certificate.

PART 5

MONEY

The Company will indemnify the Planholder against such loss or damage in the event of Loss of Money in the following cases:

SABB Takaful سبب تكافل

عضو مجموعة HSBC

- a. In transit anywhere in the Kingdom of Saudi Arabia;
- b. Contained in locked safe, cash register or locked drawer whilst in the Planholder Premises occurring during the Period of Takaful Protection.
- c. Money lying in drawer during working hours.

shown in the Table of Benefits hereunder:

Table of Benefits	Capital Sum Covered
a. Death	SAR25,000
b. Permanent Total Disablement entirely preventing the person from being gainfully employed	SAR25,000
c. Total and irrecoverable loss of sight in both eyes	SAR25,000
d. Loss or permanent loss of use of both hands or both feet or one hand and one foot	SAR25,000
e. Loss or permanent loss of use of one hand or one foot together with the total and irrecoverable total loss of sight in one eye	SAR25,000

2. This Plan is extended to cover money whilst kept overnight in locked safe at proprietor's / partner's / director's residence up to a limit stated in the Takaful Certificate.

Warranty

1. In respect of the cover on Money in any locked safe/drawer the Planholder shall maintain a complete record of all such money kept in a secure place other than the locked safe/drawer and the liability of the Company shall be limited to the amount of money reflected in the said record at the time of loss but not exceeding the Limit of Liability shown in the Takaful Certificate.
2. It is warranted that the keys of the safe/drawer are removed from the premises whenever the premises are closed except whilst the Planholder or any authorized employee is actually present. Further, should the Planholder or any of his employees holding the safe/drawer keys reside in the Planholder premises or adjoining and communicating with the premises the keys to the safe/drawer are to be removed from such residence when it is left unattended.

Extensions applicable to Part 5

1. This Plan is extended to cover any one of the Planholder's employees aged between 18 and 60 who during the Period of Takaful Protection sustains any bodily injury as a result of any robbery attempted robbery hold-up or attempted hold-up arising out of and in the course of employment which results in Death or Permanent Total Disablement occurring within twelve calendar months from the date of the incident. The Company will pay to the Planholder the Capital Sum Covered

Exceptions applicable to Part 5

- The Company shall not be liable for:
1. Shortages due to error and omission in receipts, payments or accounting;
 2. Loss due to fraud or dishonesty on the part of any partner, director or employee of the Planholder ;
 3. Loss more specifically covered by any other Plan or policies except in respect of any excess beyond the amount which would have been payable under such other Plan or policies;
 4. Loss from any unattended vehicle;

ساب تكافل SABB Takaful

عضو مجموعة HSBC

5. Loss arising outside the territorial limits of the Kingdom of Saudi Arabia;
6. Loss arising from depreciation in value or due to dishonored cheques;
7. Loss from gaming, amusement, vending machines or public telephones;
8. Loss suffered as a result of a business transaction;
9. Loss of money entrusted to any person other than the Planholder or any partner or employee of the Planholder.

total and irrecoverable
total loss of sight in one
eye

Exceptions applicable to Part 6

This Part does not cover:

1. Any physical defect, infirmity or medical condition which existed at or prior to the date of entry into this Takaful Protection;
2. any consequence of pregnancy or childbirth including abortion or miscarriage;
3. any bodily injury sustained by an covered person while:
 - a. Suffering from insanity;
 - b. Under the influence of drugs unless it is established by the Planholder or his legal personal representative that the drug was taken in accordance with medical prescription or direction and not for the treatment of drug addiction;
 - c. under the influence of intoxicants unless it is established by the Planholder or his legal personal representative that intoxicants were not a major factor contributing to the accident;
 - d. flying or taking part in other aerial activities except while travelling in an aircraft as a passenger and not as an aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
 - e. taking part in hunting, ice-hockey, motor cycling, international motor rallies, mountaineering necessitating the use of ropes or guides, parachuting, potholing, racing of any kind (other than on foot or while yachting on inland or territorial waters or point-to point), ski-jumping or steeple chasing, polo, winter sports or underwater pastimes;
 - f. Occasioned by or contributed to by disease, pregnancy or the virus "HIV positive";
 - g. Taking part in any offshore oil and gas operations including but not

PART 6

PERSONAL ACCIDENT

The Company will pay to the Planholder or his legal representatives the Capital Sum Covered as specified in the Schedule in accordance with the Table of Benefits hereunder in the event the covered registered proprietor or partner or director aged between 18 and 60 shall during the period of Takaful Protection sustain bodily injury caused solely and directly from an accident which independently of any other cause within 12 calendar months results in death or permanent total disablement anywhere in Saudi Arabia or worldwide for business trips.

Schedule of Benefits	Percentage of Capital Sum Covered
1. Death	100%
2. Permanent Total Disablement entirely preventing the person from being gainfully employed	100%
3. Total and irrecoverable loss of sight in both eyes	100%
4. Loss or permanent loss of use of both hands or both feet or one hand and one foot	100%
5. Loss or permanent loss of use of one hand or one foot together with the	100%

limited to work on board any offshore rigs and/or platforms;
h. Taking part in any sub-aqueous work.

4. Bodily injury arising from a physical or external cause gradually operating upon an covered Person;
5. Bodily injury arising from intentional self-injury or suicide (whether felonious or not) or any attempt thereat while sane or insane.

Conditions applicable to Part 6

In respect of a claim under this Part any injured person shall as often as required submit to medical examination at the expense of the Company. The Company shall in the event of the death of the covered Person be entitled to require a post-mortem examination of the deceased covered Person at its own expense.

Proviso applicable to Part 6

Benefits shall not be payable under more than one of the clauses in the schedule of benefits in respect of the same accident or of the same period of disablement in respect of the same person. After a claim has been paid under one of the clauses in respect of any person no further liability shall attach to the Company in respect of that person during the current period of Takaful Protection.

Extensions applicable to Part 6

1. **Strike, riot, civil commotion, hijack, murder or assault**

Death of disablement sustained by the covered Person as a result of being an innocent victim of a strike, riot, civil commotion, hijack, murder or assault shall be deemed Injury sustained by the covered Person within the Terms of this Plan, provided that the Company shall not be liable for any claim for such Injury arising out of or in connection with the

covered Person's own participation or provocation of any such act.

2. **Drowning or suffocation**

Death or disablement sustained by the Covered Person as a result of drowning or suffocation by poisonous fumes, gas or smoke shall be deemed Injury sustained by the Covered Person within the Terms of this Plan, provided that the Company shall not be liable for any claim for such Injury arising out of or in connection with the Covered Person's own wilful or intentional act.

3. **Nuclear, chemical, biological terrorism exclusion**

Notwithstanding any provision to the contrary within this Takaful Protection or any endorsement thereto it is agreed that this Plan excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or even contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emissions, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Takaful Protection by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitable disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If the Company alleges that by reason of this exclusion any loss is not covered by this Plan the burden of proving the contrary shall be upon the Planholder.

PART 7 **PUBLIC LIABILITY**

The Company will indemnify the Planholder against all sums which the Planholder shall become legally liable to pay as damages in respect of:

1. Accidental bodily injury (including death or disease) to any person;
2. Accidental loss of or damage to property; happening in connection with the Business and occurring during the Period of Takaful Protection:
 - i. in Saudi Arabia;
 - ii. Elsewhere in the World in connection with commercial visits by directors or non-manual staff normally resident in and travelling from Saudi Arabia;

Provided always that the Company will not indemnify the Planholder in respect of any liability arising from any action or damages brought in the Courts of Law outside Saudi Arabia.

The Company will also pay:

1. legal costs recoverable by any claimant from the Planholder;
2. costs and expenses incurred with the written consent of the Company.

Limits of liability

The liability of the Company for all damages payable:

shall not exceed the limit stated in the Takaful Certificate in respect of any one occurrence or series of occurrences consequent upon one original cause in respect

of all bodily injury, loss or damage or in any one Period of Takaful Protection in respect of all occurrences.

Extensions applicable to Part 7

This Part extends to cover the following provided that Limit of Indemnity is not otherwise exceeded:

1. The liability of the Planholder as a tenant

The Planholder legal liability for loss or damage caused:

- a. to any building or premises or part thereof not belonging to but whilst under the occupation of the Planholder.
- b. to the contents, fixtures and fittings on or in the aforesaid buildings or premises or part thereof not belonging to but in the charge or control of the Planholder.

2. Neon/advertising signs

The Planholder legal liability arising out of accidents caused by or through the Neon/Advertising Signs installations which are the property of the Planholder. Warranted that the Planholder shall comply with all statutory enactments, bye-laws and regulations and shall at all times ensure that the Neon/Advertising Signs installations are kept in a proper state of repair and if any defect be discovered the Planholder shall cause such defects to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accidents as the circumstances may require.

Provided that the liability of the Company shall not exceed the limit stated in the Takaful Certificate.

3. Loading/unloading

The Benefits payable under this Plan shall extend to the Planholder legal liability in respect of bodily injury and/or

damage to property arising out of or in the course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.

4. Private work for directors or executives

The Benefits payable under this Plan shall extend to the Planholder and any director or executive of the Planholder in respect of the employment on private duties of any employee of the Planholder by such director or executive.

Provided that:

- a. Such director and/or executive is not entitled to indemnity under any other Plan;
- b. The extension shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.

5. Contingent contractor's liability

The Benefits payable under this Plan extend to the Planholder's legal liability in respect of acts of employees of their contractors or sub-contractors or independent contractors arising out of work or operations for which the Planholder may be responsible provided that the extension is contingent upon the contractors or sub-contractors or independent contractors failing to be indemnified in consequence of the failure on the part of the contractors or sub-contractors or independent contractors to be covered under a Plan of insurance/Takaful.

6. Deleterious Matter in Food or Drink Endorsement

It is further declared and agreed notwithstanding anything contained herein to the contrary that this Plan shall extend to include liability for death, or

bodily injury as within defined caused by or arising out of deleterious matter in food or drink sold or supplied by the Planholder at or from the premises described in the Takaful Certificate as "location of risk". Provided that the liability of the Company in this respect shall not exceed (as stated in the Takaful Certificate):

- | | |
|--|------------|
| 1. In respect of any one person | SAR 2,500 |
| 2. In respect of any number of persons In respect of or arising out of any one event | SAR 10,000 |
| 3. In the annual aggregate | SAR 15,000 |

7. Worldwide extension for employees on travel

This Plan extends to indemnify the Planholder in respect of all sums which the Planholder shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Planholder Employees whilst engaged on the Planholder business anywhere in the world. This extension excludes work involving technical or manual duties. Provided always that the liability of the Company under this extension shall not exceed the Limits of Indemnity granted under the Plan.

8. Car Park Endorsement

It is hereby declared and agreed that the protection by this Plan is extended to cover the legal liability of the Planholder in respect of loss or damage to vehicles under the control of the Planholder or the Planholder parking attendants whilst in the Car Park of the Planholder.

Provided always that:

- a. the Company shall not be liable for any such loss or damage insofar as

- such loss or damage is covered by any other protection.
- b. the liability of the Company under this Endorsement in respect of any such loss or damage and under the Plan in respect of any bodily injury or damage of property shall not in any case exceed the Limit of Indemnity specified in the Plan.

9. Social/Recreational activities

It is hereby declared and agreed that this Plan is extended to indemnify the Planholder in respect of the Planholder legal liability for bodily injury and property damage as within defined in this Plan caused by or arising out of and in connection with any social, recreational or welfare activities organised, supervised, and managed by the Planholder for its invited persons including employees, their families and friends anywhere in Saudi Arabia.

The word “Planholder” whenever appearing includes as an Planholder any person who is a member of the organising or management committee for such social, recreational or welfare activities but only while acting within the scope of their duties as such.

In the event of a claim, the Company will not raise the defence that such Planholder and employees are not third parties.

10. Lift and Escalator Endorsement

This Plan is extended to cover accidental bodily injury to any person whilst entering or leaving any lift or escalator caused by the fault or negligence of the Planholder or of any person in the Planholder trade or business as described in the schedule or by any defect in the machinery plant or appliances connection with the said lift or escalator.

Exceptions applicable to Part 7

This Part does not cover:

1. Liability in respect of injury, illness, loss or damage which results from a deliberate act or omission of the Planholder and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Liability assumed by the Planholder agreement and which would not have attached in the absence of such agreement.
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Planholder if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Planholder or any sums payable by the Planholder under legislation relating to occupation injury or illness.
4. Liability in respect of loss of or damage to property:
 - a. Belonging to or in the charge or under the control of the Planholder or of any servant or agent of the Planholder;
 - b. Being that part of any goods or land or building or structure on which the Planholder or any servant or agent of the Planholder is or has been working;
 - c. Caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Planholder or any servant or agent of the Planholder.
5. Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.
6. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of the

- Planholder of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor cover is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
7. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
 - a. any vessel or craft or aircraft not specified in the Schedule under the heading of plant owned or possessed or used by or on behalf of the Planholder or the loading or unloading thereof.
 - b. any accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring;
 - c. any commodity, article or thing supplied, repaired, altered or treated by or to the order of the Planholder;
 8. Liability directly or indirectly occasioned by or through or in consequence of seepage, pollution, contamination, earthquake or flood.
 9. Any fine or penalty imposed upon the Planholder or any punitive or exemplary damages awarded against the Planholder.
 10. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 11. Bodily injury or property damage arising out of the rendering of or failure to render any service of a professional nature including,
 - a. medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverage in connection therewith;
 - b. any service or treatment intended to be conducive to health;
 - c. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - d. professional services by architects, engineers, surveyors, accountants, lawyers or insurance/Takaful agents or brokers; or
 - e. data processing services.
 12. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - a. asbestos or
 - b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

PART 8 **FIDELITY GUARANTEE**

The Company will indemnify the Planholder against any loss of monies or goods belonging to them or for which they are responsible as the result of any act of fraud or dishonesty (herein called “the acts protected against”) committed by any Planholder Employee during the said Period of Protection and during the uninterrupted service of the Planholder Employee with the Planholder up to the Amount of Guarantee specified in the Takaful Certificate in respect of any one loss arising out of any one act or series of acts whether one or more of the Planholder Employees is/are involved.

Provided that

1. The term “Planholder Employee” shall mean any person who has entered into a contract of service or apprenticeship with the Planholder but it is expressly understood and agreed that any such person who is remunerated solely by commission is specifically excluded from cover provided by this Plan.
2. The acts of the Planholder Employee are discovered within three (3) months of being committed or three (3) months after the resignation, dismissal, retirement or death of the Planholder Employee or three (3) months after the

termination of this Plan whichever is the earlier.

Planholder employee has committed an act of fraud or dishonesty, the Company will not be liable for any further loss due to any act of fraud or dishonesty committed by such employee after such discovery.

Exceptions applicable to Part 8

The Company shall not be liable:

1. If the nature of the Planholder Business is changed unless it is notified to the Company.
2. If the standard precautions and checks for securing accuracy of accounts and stock level are not duly observed.

- d. The Company will not be liable for losses where the Planholder is unable to identify the Planholder employee responsible.

- d. Following a covered loss the Planholder will to the extent allowed by law, retain all monies and other assets due to the Planholder employee who caused the covered event and will treat such monies or assets as a deduction from the claim.

Special conditions

1. Notification

Once the Planholder becomes aware of or has reason to suspect a Planholder Employee has committed an act of fraud or dishonesty, the Planholder shall:

- a. Immediately notify the Police and render all reasonable assistance in causing the discovery and punishment of any guilty employee and in tracing and recovering the property.
- b. Immediately notify the Company in writing of any such act of fraud or dishonesty or any reasonable cause for suspicion thereof, or any improper conduct committed by any Planholder Employee and within one month of the discovery of any such act or acts of fraud or dishonesty, deliver a claim in writing for the loss containing as particular an account of the loss as may be reasonably practicable and stating the amount thereof. Not more than one claim on account of the same Planholder Employee shall be made hereunder during any Takaful Protection period.
- c. According to the notification period above, if the Planholder becomes aware of or has reason to suspect a

2. Automatic addition and deletion

The Part provides automatic addition of any new eligible employee on joining the Planholder employment for an amount not exceeding the Amount Guaranteed in this Plan and automatic deletion of any employee who had left.

PART 9 **GOODS-IN-TRANSIT**

The Company will by payment or at the option of the Company by repair reinstatement or replacement indemnify the Planholder up to the Sum Covered specified in the Takaful Certificate against loss of or damage to the Property Covered caused by any accident/collision and over-turning whilst in the course of transit by any vehicle owned by or hired by the Planholder from the time of the commencement of loading of the Property covered on the vehicle at the loading point at place of despatch and continues throughout the normal course of transit until finally delivered from the conveying vehicle to the final destination including unloading, within Saudi Arabia.

Exceptions applicable to Part 9

The Company shall not be liable in respect of:

1. the first SAR500 of each and every claim ;
2. loss of use of the Property covered or consequential loss or damage of any kind or description whatsoever,
3. loss of damage caused by contamination pollution leakage wear and tear rust corrosion moth vermin termites or other insects fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish action of light inherent vice or latent defect;
4. loss or damage to the property covered at the time of the loss is contained in any vehicle that being used outside the normal course of the Planholder business for social domestic or pleasure purposes;
5. loss or damage arising whilst the vehicle(s) is (are) left unattended overnight;
6. loss or damage caused by the wilful act of the Planholder or any of his employees or the wilful act of any other person(s) with the connivance of the Planholder or any of his employees;

Special Conditions applicable to Part 9

- 1 All vehicles conveying the property shall be maintained in an efficient and roadworthy condition.
- 2 The Planholder shall act with reasonable dispatch in ensuring the prompt loading, transportation and unloading of the Property Covered in all circumstances.
3. Whenever any vehicle containing the Property Covered is left unattended. With respect to the following:
 - a. All doors and the boot shall be locked and windows and other openings shall be securely closed and
 - b. Any protective appliances shall be put into effect

4. All locking devices and any protective appliances shall be properly and adequately maintained.

PART 10 **BUSINESS TRAVEL**

The Takaful Certificate shall state the name of the person (director/ proprietor /manager) to whom this Part is applicable

Section 1 - Credit Card reimbursement.

In the event of death of a named person outside the Kingdom of Saudi Arabia caused by an accident, the Company will pay up to SAR 5,000 for any outstanding balance payable under the persons credit card(s) for items and sundries charged to such card while outside the Kingdom of Saudi Arabia during the Period of Takaful Protection. This additional benefit is subject to following conditions.

- a. **Credit Card reimbursement** will not be paid if the person is entitled to this cover under any other Takaful or Insurance coverage.
- b. This cover will not apply to person aged under 18 years.
- c. No interest accrued or financial charges will be paid hereunder.

Section 2 - Other Expenses

A. Medical Expenses

The Company will pay up to SAR 1,000,000 if the person suffers Accidental Bodily Injury or Sickness outside the Kingdom of Saudi Arabia during the Period of Takaful Protection requiring urgent treatment. In such circumstances, the Company will indemnify the person for:

1. Medical Treatment Expenses, additional accommodation and traveling expenses incurred outside

- the Kingdom of Saudi Arabia within 12 months of the date of incident giving rise to the claim as a direct result of Accidental Bodily Injury sustained by or Sickness of the person occurring during the Period of Takaful Protection.
2. The needed additional travel and accommodation expenses incurred by family members or traveling companions when required on medical advice to remain or travel with the person who has been hospitalized or delayed on his/her Trip due to the serious medical condition, up to SAR 30,000 (out of the total medical expense of SAR 1,000,000).

Medical Expenses are not payable for:

- a) the treatment obtained in the Kingdom of Saudi Arabia or overseas once the person returns back to the Kingdom of Saudi Arabia.
- b) for surgical and medical treatment which in the opinion of the Medical Practitioner treating the person can be reasonably delayed until the Planholder's return to the Kingdom of Saudi Arabia.
- c) for the additional cost of a single or private room at a Hospital or charges in respect of special or private nursing, cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions thereof, except as necessitated by accidental injuries occurring during the Period of Takaful Protection;

Additional Expenses

Repatriation of remains & Funeral expenses

In the event of Death of the person during a Trip, the Company will pay up to SAR 25,000 in respect of needed charges, for the transport of body or ashes to place of initial departure plus the legal heirs of the deceased to do the funeral service.

Emergency Medical Evacuation Expenses

For the benefit of the Planholders the Company has arranged an emergency evacuation support if, as a result of an Accidental Bodily Injury sustained or Sickness commencing during the Period of Takaful protection it is judged medically necessary to move the person to another location for medical treatment, or to return the person to the Kingdom of Saudi Arabia, the Assistance Provider (as named in the Takaful Certificate) will arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the person condition. The Company shall pay directly for the covered expenses for such evacuation, up to a maximum SAR 1,000,000 per person.

The means of evacuation arranged by the Assistance Provider may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Assistance Provider and will be based solely upon medical necessity.

Covered expenses are expenses for services provided and/or arranged by the Assistance Provider for the transportation, medical services and medical supplies incurred as a result of an emergency medical evacuation of a

person. If an emergency medical evacuation is made, transportation and hotel accommodation expenses of the person nearest relative will be covered, provided such transportation and accommodation is arranged by the Assistance Provider, up to the limit of cover.

Exclusions under Medical Evacuation cover

1. Any expenses incurred for services provided by another party for which the person is not liable to pay, or any expenses already included in the cost of a scheduled Trip.
2. Any expenses for a service not approved and arranged by the Assistance Provider. This exclusion shall, at the Company's discretion be waived if the person or his/her traveling companions cannot notify the Assistance Provider during an emergency medical situation for reasons beyond their control. In any event, the Company reserves the right to reimburse the person covered only for those expenses incurred for service which the Assistance Provider would have provided under the same circumstances and up to the limit of SAR 1,000,000 for emergency medical evacuation expenses had the Assistance Provider been properly notified.

Section 3 - Hospital Benefit

In the event that the person is admitted to a Hospital (as defined herein) abroad as an inpatient due to Accidental Bodily Injury or Sickness sustained during the Period of Takaful Protection, the Company will pay a benefit of SAR 100 for every complete day whilst the person is hospitalized, subject to a limit of SAR 3,000 for any one event.

Section 4 - Baggage and Personal Effects

The Company will pay up to SAR 10,000 to the person for loss or damage to baggage or business tools or samples owned by the person, taken, sent in advance or purchased on the Trip (including clothing and personal effects worn or carried on the person, in trunks, suitcases and receptacles), occurring during the Period of Takaful Protection (Payment if any received from any third party will be deducted.).

1. No benefit under this Part will be paid unless:
 - a) The Person observes ordinary and proper care for the safety of the baggage and personal effects, including examination of baggage when received;
 - b) The Person upon becoming aware of any destruction, loss or damage, gives immediate notice to the following:
 - i) to the police in the case of theft, loss or willful damage by a third party; and
 - ii) to the transportation carrier in the case of loss or damage in transit
2. The Company will pay a maximum of SAR 1,500 per item, pair or set for each person.
3. The Company may, at its discretion, opt to replace or repair any item instead of paying cash benefit. It will pay claims for baggage and personal effects based on their value at the time of loss and not the cost of replacing them with new items and in any case not more than the original purchase price of any lost or damaged item.

4. No benefit will be paid as follow:

- a) for normal wear and tear, gradual deterioration, mechanical or electrical breakdown
- b) for loss or damage arising from delay, confiscation, detention, requisition or destruction by customs or other officials or authorities;
- c) for loss or damage to money, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities or travel documents of any kind;
- d) for breakage of or damage to fragile articles, (including electronic equipment) glass, record players, television apparatus, musical instruments, Computers, sewing machines, sculpture, household goods or equipment unless occasioned by accident to the conveyance in which the baggage is being carried;
- e) under Part 4 if payment has been made for the same loss under Part 5-Delayed Baggage.

Section 5 - Delayed Baggage

The Company will pay up to SAR 1,000 to the Person for emergency purchases of essential items or clothing purchased due to delay or misdirection of baggage during the Period of Takaful for at least 10 hours from time of arrival at destination abroad. This benefit will only be paid once for any trip.

No benefit will be paid as follow:

- a) if the delay arises from detention or confiscation by customs or other officials or authorities;

b) unless the delay is certified with a baggage irregularity Report from the airline or with a letter from the tour operator;

c) unless receipts are produced by the Person showing details of the expenditure.

Section 6 - Personal Money and Travel Documents

The Company will pay for accidental loss of Personal Money or Travel Documents carried on the Trip to the named Person, provided that such loss is reported to the police having jurisdiction at the place of loss as soon as practicable, within 24 hours, on discovery of the loss and the loss must be supported by documentation from such police. Up to the limit specified below:

1. No benefit will be paid for as follow:

a) shortages due to error, omission, exchange or depreciation in value;

b) loss of travelers' cheques not immediately reported to the local branch or agent of issuing authority;

c) the first SAR 100 of each and every claim for each Person;

Personal Money up to SAR 2,500 Travel Documents - up to SAR 2,500

2. In respect of tickets and passes, maximum liability of the Company shall be limited to reimbursement of actual replacement cost necessarily incurred by the Person or proportionate share of the unused portion of the tickets / passes, whichever is the less.

Section 7 - Personal Liability

The Company will indemnify the Person against legal liability to a third party up to a limit of SAR 1,000,000 arising during a Trip as a result of following.

- a) Accidental Bodily Injury to any third party person;
- b) Accidental loss of or damage to property belonging to a third party.

Such indemnification shall include payments made in respect of:

- (a) third parties legal costs and expenses recoverable from the Person;
- (b) the Person's legal costs and expenses incurred with the prior written consent of the Company.

Conditions

1. If the Person admits liability or enter into any settlement without obtaining the consent of the Company, the Company will not pay under this Part.
2. The Company shall not be liable for the first SAR 100 in respect of loss or damage to a third party's property.
3. There will be no payment under this Part unless judgments are delivered in the first instance by a court of competent jurisdiction within the relevant country.
4. No benefit will be paid for loss or damage arising directly or indirectly from, in respect of, or consequent upon:
 - a) employer's liability, contractual liability or liability of a member of Person's family;

b) liability incurred by the acts of animals belonging to or in the care, custody or control of the Person;

c) any willful, fraudulent or unlawful act;

d) pursuit of trade, business or profession;

e) property belonging to or held in trust, or in the care, custody or control of the Person;

f) ownership or occupation of land or building (other than occupation only of any temporary residence);

g) liability arising out of the ownership, possession or use of vehicles, aircraft or watercraft;

h) any criminal proceedings, fines, penalties or punitive damages;

i) the influence of intoxicating liquor, racing, rallies or the use of firearms;

j) pollution unless due to sudden, unintended and unexpected occurrence.

Section 8 - Travel Delay

If, within the Period of Takaful Protection, the departure of the public conveyance in which the Person has arranged to travel is delayed for at least 12 hours from the time specified in the travel itinerary supplied to the Person, due to strike or industrial action, hijack, adverse weather conditions, mechanical breakdown or derangement of that aircraft or sea vessel, or due to grounding of an aircraft as a result of mechanical breakdown or structural defect, the Company will pay SAR 150 for each full 12 hours delay (the delay being calculated from the scheduled departure time of the aircraft or sea vessel specified in the

scheduled itinerary) subject to a limit of SAR 1,500 per Person.

1. No benefit will be paid for delay as follow:

- a) arising from failure of the Person to check in with the carriers (or their handling agents) according to the itinerary supplied to him/her;
- b) arising from strike or industrial action already existing prior to the date of application for this Takaful Protection.
- c) arising from late arrival of the Person at the airport or port after check-in time (except for the late arrival due to strike or industrial action).

2. No Benefit will be paid unless the Person obtains written confirmation from the carriers (or their handling agents) of the number of hours of delay and the reason for such delay.

Section 9 - Loss of Deposit or Cancellation

The Company will indemnify up to SAR 25,000 for the named Person in respect of losses of tour or airfare deposits or payments made with respect to the Person's Trip, which are irrecoverable from the tour operator or airline.

1. Benefits will be paid under this Part only for cancellation losses arising from:

- a) death or serious bodily injury of the Person, a traveling companion, Person's spouse, parent, parent-in-law, grandparent, child, sister, brother or close business associate resident in the Kingdom of Saudi Arabia;

b) witness summons, jury service or compulsory quarantine of the Person;

c) unexpected outbreak of riot or civil commotion (notwithstanding General Exclusion 1a or strike at the planned destination arising out of circumstances beyond the control of the Person;

d) serious damage of the Person's principal residence from fire, flood, or similar natural disaster (typhoon, earthquake, etc.) within one week from the departure date which requires the Planholder presence at the residence on the departure date.

2. No benefit will be paid as follow:

a) loss arising from medical conditions or circumstances in existence prior to applying for the Plan;

b) the first SAR 100 of each and every claim in respect of each Person;

c) loss arising directly or indirectly from Government regulation or act, delay or amendment of the booked itinerary or failure in provision of any part of the booked holiday (including error, omission or default) by the provider of any service forming part of the booked holiday as well as of the travel agent or tour operator through whom the holiday is booked;

d) loss arising directly or indirectly from disinclination to travel or financial circumstances of the Planholder;

e) loss resulting from any unlawful act or criminal procedure of any

person on whom the travel plans depend;

f) loss arising directly or indirectly from failure to notify travel agent/tour operator or a provider of transport or accommodation immediately that it is found necessary to cancel or curtail the travel arrangement;

g) Loss that is covered by any other existing Takaful scheme, government programme or loss which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation.

application for this Takaful Protection.

b) for claims arising from medical conditions or circumstances in existence prior to applying for the Plan;

c) if the person whose condition gives rise to any claim does not receive in-patient treatment in a hospital or had received a terminal prognosis at the date of application for this Plan;

d) for the first SAR 100 of each and every claim in respect of each Person.

Section 10 - Curtailment of Journey

1. The Company pays up to SAR 25,000 to the Person in respect of unused irrecoverable prepaid transport cost or accommodation charges, and additional hotel and repatriation costs to the Kingdom of Saudi Arabia incurred due to necessary and unavoidable curtailment of the Trip as a direct result of:

(a) the death, injury, illness or sickness of the Person, a traveling companion, Person's spouse, parent, parent-in-law, grand-parent, child, brother, sister or close business associate resident in the Kingdom of Saudi Arabia,

(b) riot, or civil commotion (notwithstanding General Exclusion or hijack occurring outside the Kingdom of Saudi Arabia which first occurs during the Period of Takaful Protection.

2. No benefit will be paid as follow:

a) benefits will only be paid under this Part when any event giving rise to a claim did not exist at the date of

Part 11

General exceptions applicable to all Parts.

This Plan does not cover:

1. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any consequential loss and/or any legal liability of whatsoever nature directly or indirectly arising from:

a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. a. loss, damage or liability directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation, destruction or requisition by order of the Government or any public authority;

b. loss, damage or liability directly or indirectly occasioned by or happening through acts of terrorism

committed by any person or persons acting on behalf of or in connection with any organisation. For the purpose of this general exception, “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any part of the public in fear (not applicable to Part 6 – Personal Accident).

In any action, suit or other proceeding, where the Company alleges that by reason of these General Exceptions any loss or damage is not covered by this Plan, the burden of proving that such loss or damage is covered shall be upon the Planholder.

3 Terrorism

Notwithstanding any provision to the contrary within this protection or any endorsement thereto it is agreed that this plan excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposed 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) or 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 Part 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 an action taken in controlling, preventing,

suppressing or in any way relating to any act of terrorism.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. Data Loss Clarification Clause (Applicable to Parts 3 and 4 only)

Property damage covered under this Plan shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Part 12

General conditions applicable to all parts

1. Sum covered and consequences of under-protection (applicable to part 3)

The Sum Covered for each item of Contents is shown in the Takaful certificate. This is the maximum amount for which the Company may be liable under this Part. Payment shall not exceed such proportion of the loss or damage as the Sum Covered bears to the value of all the property at risk at the time of the loss or damage. Each item as shown in the Schedule is separately subject to this provision.

2. Misrepresentation

The Company will not pay the benefit if there be any material misdescription of any of the property hereby covered, or of

any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact.

2. Interpretation

Any word or expression which is given a specific meaning in this Plan shall have that meaning wherever it may appear.

3. Observance

The liability of the Company shall be conditional upon the observance by the Planholder of the terms, provisions, conditions and endorsements of this Plan.

4. Precautions

The Planholder shall take and cause to be taken all reasonable precautions

- for the safety of the property covered;
- to prevent accidents and to comply with all statutory obligations and regulations imposed by any Authority;
- for the safety of money and in selection and supervision of the Planholder employees.

5. Changes in fact

This Plan shall cease to be in force in the following cases:

- Any alteration in the premises or in the business or otherwise whereby the risk of loss or damage is increased;
- Any material change in the facts stated in the Takaful Certificate unless the Company agrees in writing to continue the Plan.

6. Claims Procedure (Planholder liability)

- Any loss, damage, bodily injury claim or proceedings must be

notified as soon as reasonably possible to the Company in writing and a detailed statement of claim submitted within:

- 30 days of the happening of loss or damage by riot or civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons;
 - 60 days of the happening of any other loss, damage or bodily injury.
- If theft or damage by any person is suspected notice must be given as soon as reasonably possible to the police and all practicable steps taken to recover property lost.
 - Immediate action must be taken to minimise loss and to prevent further loss, damage or bodily injury.
 - All particulars, information and assistance as may be reasonably required by the Company must be supplied by the Planholder at his own expense.
 - No admission of liability or negotiation or settlement of any claim shall be made by the Planholder without the Company's written consent.

7. Claims procedure (Company's rights)

- The Company shall be entitled to conduct in the Planholder name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damage or otherwise and shall have the full discretion in the conduct of any proceedings and in the settlement of any claim.
- In connection with any one claim or number of claims under Part 8 (except in so far as it relates to bodily injury sustained by an employee arising out of and in the course of his employment or engagement by the Planholder) occurring in any one period of protection the Company

ساب تكافل SABB Takaful

عضو مجموعة HSBC

- may at any one time pay to the Planholder the amount of the limit of indemnity (after deduction of any sum or sums already paid) as compensation or any lesser amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Plan in connection with such claims except for legal costs incurred prior to the date of such payment.
- c. The Planholder shall allow the Company to enter the building where loss or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner. No property may be abandoned to the Company.
- d. If the Company elects to repair, reinstate or replace any property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to expend more than the relevant sum covered.

8. Cancellation

Each party of the Plan may at any time during the period of protection cancel this Plan by giving valid reasons and sending 30 days' by both parties notice by registered letter to the other party at the last known address and in such case the Company will return a proportion of the **Contribution** corresponding to the unexpired Period of Protection for the Planholder. By like notice to the **Company**, the **Planholder** may at any time cancel this Plan and in such case the **Company** will return the **Contribution** less the customary short period **Contribution** for the time this Plan has been in force. Such cancellation shall be without prejudice to any claim originating before the effective date of such cancellation of this Plan.

In the event of the **Contribution** charged to the **Planholder** is not paid, this Plan shall be deemed to have been void from the effective date of **Takaful Protection**.

Contribution Refund Table:

Contribution Covered (not exceeding)	Contribution Refund
4 months	50%
5 months	40%
6 months	30%
8 months	20%
Over 8 months	Nil

9. Other insurance / protection

- a. If any loss or damage covered under Parts 3, 4, 7, 8 & 9 is covered by any other insurance/Takaful the Company shall pay only its rateable proportion of the loss or damage.
- b. If any loss of damage or liability covered under part 6 is covered or would but for the existence of this Plan be covered by any other insurance/Takaful the Company shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Plan be payable.

10. 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 365 days from the date of occurrence of any event that gives the Planholder a right of recovery under this Plan.

11. Governing Law, Jurisdiction, and Arbitration

This Plan is subject to the exclusive jurisdiction of the Kingdom of Saudi Arabia and shall be governed in

ساب تكافل SABB Takaful

عضو مجموعة HSBC

accordance with the laws of the Kingdom of Saudi Arabia including without limitations, the **Insurance Regulations**. If both parties agree to resolve the dispute arising under this Plan by arbitration, such arbitration shall be carried out in accordance with the laws and regulations of the Kingdom of Saudi Arabia which govern arbitration.

12. Considered Language

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