

insurance cover of Sukoon. Otherwise claims will be rejected.

VAT Notice

(A) Premium Payments:

For the avoidance of doubt, all premium amounts mentioned herein are exclusive of Value Added Tax (VAT). VAT and any other taxes currently applicable or which will be applicable in connection with this insurance policy shall solely be borne by the Insured/Policyholder.

The Insured/Policyholder hereby agrees to pay to the Insurer the applicable VAT and or any other taxes, upon the due date of payment shown on the invoice. Failing which, the Insured/Policyholder shall be considered to be in material breach of the Policy's terms and conditions and, the Insurer shall be within its right to invoke legal remedies available to the Insurer including to terminate the policy and/or offsetting such VAT or other tax amounts from any other amount which the Insured/Policyholder is to receive from the Insurer without the need to obtain any further consent from the Insured/Policyholder and/or any court judgment/order. The Insured/Policyholder hereby unconditionally accepts to the same.

In the event that VAT/any other tax treatment as assessed by relevant tax authorities is different from that assigned by the Insurer on our tax invoice/invoice to you and/or the invoice generated/computed by the Insurer is incorrect, the Insured/ Policyholder hereby agrees to pay immediately and on demand the differential balance of any VAT/tax to the Insurer.

(B) Claim settlements - where Sukoon agree to pay the policyholder:

When Sukoon Insurance PJSC ("Sukoon" or "we") pays a claim, your VAT registration status will determine the amount we pay you.

When you are:

1. Not registered for VAT, the amount we pay will be the sum insured/limit of indemnity or any other limits of insurance cover, including VAT;
2. Registered for VAT, the amount we will pay will be the sum insured/limit of indemnity or any other limits of insurance coverage and where you are liable to pay an amount of VAT in respect of an acquisition relevant to your claim, we will pay the VAT amount. However, we will reduce the VAT amount we pay for by the amount of any input tax credits to which you are or would be entitled to if you had made the relevant acquisition. In such instances, the input tax credit would be claimable by you upon the filing of your VAT return.

All policyholders making a claim with Sukoon must declare their VAT registration status and provide their VAT registration number. Any VAT liability arising from your incorrect declaration is and will be payable by you (the Insured/Policyholder). Where the settlement amount of your claim is less than the sum insured/limit of indemnity or any other limits of insurance cover, we will only pay an amount of VAT (less any entitlement to an input tax credit) applicable to the settlement amount.

Governing Law :

This insurance policy will be governed by and construed in accordance with the federal laws of United Arab Emirates (which for the avoidance of doubt excludes the laws of the DIFC or the ADGM or of any offshore and/or any other free zone authorities).

Jurisdiction :

Each Party submits to the exclusive jurisdiction of the onshore local Courts of the United Arab Emirates (which for the avoidance of doubt excludes the DIFC Courts/the ADGM Courts and/or any other Courts of any offshore and/or any other free zone authorities or Courts).

Name and signature of the Insured or their representative

