

SHARJAH ISLAMIC BANK
GROUP CREDIT TAKAFUL PLAN

POLICY SCHEDULE

Takaful Policy No.	: 301/1/95123/2026/000XX
Policy Commencement Date	: 01 June 2026
Policy Expiry Date	: 31 May 2027
Policyholder	: Sharjah Islamic Bank P.O. Box 4, Sharjah, United Arab Emirates
Takaful Provider	: Abu Dhabi National Takaful Co. PSC P.O. Box 35335, Abu Dhabi, United Arab Emirates
Takaful Plan	: Takaful cover is provided on a compulsory basis to the Policyholder for the financial protection of its Customers by repaying the Outstanding Finance Amount of Customer at the Date of Event of Death or Permanent Total Disability of a Customer, subject to a maximum Takaful Benefit (cover limit) of up to AED 10,500,000/- (UAE Dirhams Ten Million Five Hundred Thousand Only) in aggregate, unless approved and covered for a higher amount by Takaful Provider, hereinafter shall be referred to as: Sharjah Islamic Bank – Group Credit Takaful Plan.
Takaful Cover	: Provided on a monthly basis, subject to monthly enrollment of the Scheme Members.
Takaful Benefit Payable Upon	: Death or Permanent Total Disability.
Takaful benefit Payable to	: Policyholder.
Individuals to be Covered	: All Scheme Members on a compulsory basis as per the Eligibility defined in Clause No.4 and Clause No.6 of the Provisions & Conditions.
Geographical Scope	: 24 hours worldwide for Death or Permanent Total Disability.
Amount of Takaful Benefit	: Takaful Benefit as defined in Clause No.12 of the Provisions & Conditions for a Scheme Member.
Individual Takaful Benefit Amount	: The Outstanding Finance Amount, subject to a maximum Takaful Benefit of up to AED 10,500,000/- (UAE Dirhams Ten Million Five Hundred Thousand Only) in aggregate, whichever is lower, unless approved and covered for a higher amount by Takaful Provider, for a Scheme Member at the Date of Event of Death or Permanent Total Disability on a loss occurring basis.
Maximum Individual Takaful Benefit Amount	: In the event that a Scheme Member is covered under more than one Facility, the aggregate Takaful Benefit payable for a Scheme Member shall be subject to a maximum cover limit of up to AED.10,500,000/- (UAE Dirhams Ten Million Five Hundred Thousand Only), unless approved and covered for a higher amount by Takaful Provider, for existing and new Customers irrespective of the number of Facility(ies) and their actual Outstanding Finance Amounts.
Takaful Contribution Amount / Donation	: The individual Takaful Contribution Amounts to be calculated for each Scheme Member, where such Takaful Contribution Amount shall be computed by the Takaful Provider in accordance with Clause No.6 and Clause No.10 of the Provisions & Conditions.
How Takaful Contribution Amount is Payable	: Monthly in arrears on the last day of each calendar month during the Policy Period starting from the Policy Commencement Date and in accordance with Clause No.10 of the Provisions & Conditions.
General Conditions	: Takaful cover is provided on a compulsory basis to the Policyholder for its Customers. Free Cover Limit: As per Clause No. 5 of Provisions & Conditions. Medical Underwriting Requirements: As per Clause No.6 of Provisions & Conditions. Eligibility Age: Between 18 years and 64 years . Maximum Coverage Age: Up to 70 years for Death and up to 65 years for Permanent Total Disability. Please refer to Clause No. 21 for additional information on General Conditions.

The policy

: Shall mean this Policy that shall govern the Introduction and Provisions & Conditions of Takaful Plan.

Together with any Endorsement(s) issued by the Takaful Provider for attachment hereto.

Abu Dhabi National Takaful Co. PSC hereby issues this Policy governing this Takaful Plan and agrees to pay the individual Takaful Benefit Amount under this Policy set forth in this Policy Schedule, in accordance with and subject to the Introduction, Provisions & Conditions, Exclusions, subsequent endorsements, and attached riders, if any, which shall be deemed to form part of this Policy.

**SHARJAH ISLAMIC BANK
GROUP CREDIT TAKAFUL PLAN**

PROVISIONS & CONDITIONS

1. DEFINITIONS

In these Provisions & Conditions, the following definitions will apply:

Takaful Provider:	means Abu Dhabi National Takaful Co. PSC which runs the takaful operations as an agent for the policyholder(s) against the agreed/determined fees and invests the Takaful Contribution Amount(s) (balance of Takaful Insurance Account) as "Mudarib" against the agreed percentage of the return of the investment, if any.
Policyholder:	means Sharjah Islamic Bank.
Accident:	means Bodily Injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes.
Appointed Signatory:	means the person(s) authorized by the Takaful Provider to sign on this Policy on behalf of the Takaful Provider
Beneficiary:	means the Policyholder who is entitled to receive Takaful Benefit under this Takaful Plan from the Takaful Provider.
Bodily Injury:	means bodily injury which: 1. Is sustained by a Scheme Member after the Policy Commencement Date or Normal Date of Inclusion, whichever is later, and during the Policy Period. 2. Is caused by an Accident, and 3. Solely and independently of any other cause, except illness directly resulting from, or surgical or medical treatment rendered necessary by, such injury, occasions the disablement of the Scheme Member within ninety (90) calendar days from the date of Accident by which such injury is caused.
Customer:	means individual customers and key personal of corporate accounts of the Policyholder, who are: UAE National, GCC National, Expatriates and UAE Resident that have direct business relationship with the Policyholder by availing any of its finance Facility(ies) and it will include the following: <u>New Customer</u> who will apply for a finance Facility with the Policyholder for the first time after the Policy Commencement Date of this Takaful Plan with the Takaful Provider. It also includes existing customers who will apply for a new finance Facility or additional amount under the existing finance Facility after the Policy Commencement Date of this Takaful Plan. <u>Existing Customer</u> who have already been granted a finance Facility by the Policyholder before the Policy Commencement Date of this Takaful Plan with the Takaful Provider. Please refer to Clause No. 21 – General Conditions – for information on a Non-working Customer.
Date of Event:	means any one of the following: 1. In respect of Death the date of Death resulting from any cause except for those mentioned under the Exclusions, happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, if later, and during the Policy Period. 2. In respect of Permanent Total Disability the date of recognition of Permanent Total Disablement certified by a Medical Expert resulting from an Accident or Sickness of the Scheme Member except for those mentioned under the Exclusions, happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, whichever is later, and during the Policy Period.
Death:	means death due to any cause of the Scheme Member other than those mentioned under the Exclusions in this Takaful Plan.
Exclusions:	means a list of conditions describing the situations in which the Takaful Provider will not pay the Takaful Benefit as specified in Clause No.14 of the Provisions & Conditions.

Facility:	means Sharia complaint finance facility granted by the Policyholder to the Customer including but not limited to overdraft balance and credit cards (i.e. all debit balances for the Customer).
Law:	means the applicable law. This Takaful Plan and its governing policy wording will be construed in accordance with the Law of the United Arab Emirates to the extent that these laws do not conflict with general principles of Shari'a as determined by the Shari'a Committee.
Maximum Coverage Age:	Means the age of 70 years for Death and 65 years for Permanent Total Disability.
Medical Expert:	means a legally licensed practitioner acting within the scope of his license practicing medicine, and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The medical expert shall be authorized by the Takaful Provider only and cannot be: a) Scheme Member; b) Scheme Member's respective partner or spouse or any relative or any friend.
Mudaraba:	means a contract between two parties whereby one of them puts a certain amount of capital (the owner of the capital) and the other (Mudarib) puts it expertise and the Mudarib will invest the amount of the capital and as such the profit will be shared between them according to the arranged agreement. Any loss lies beyond the control of the Mudarib (excluding misconduct, negligence or breaching any agreed terms) is exclusively borne by the owner of the capital. While Mudarib loses his work and experience only. Accordingly, the relation will be between the Scheme Members and the Takaful Provider with respect to investing the balance of the Takaful Insurance Account whereby the Scheme Members will be (Owner of the capital) and the Takaful Provider (Mudarib).
Normal Date of Inclusion:	means the date on which a Customer completes all Medical Underwriting Requirements of the Takaful Provider to participate in this Takaful Plan as a Scheme Member. This date shall coincide with the Policy Commencement Date or later if the Customer is granted a finance Facility by the Policyholder after the Policy Commencement Date or additional amount under the existing Facility after the Policy Commencement Date and during the Policy Period, subject to satisfactory underwriting approval provided by the Takaful Provider as per Clause No. 6.
Original Finance Amount:	means the finance amount approved by the Policyholder to be granted to the Scheme Member.
Outstanding Finance Amount:	means the outstanding Original Finance Amount of all Facility(ies) including accrued profit as at the Date of Event of Death or Permanent Total Disability on loss occurring basis owed by the Scheme Member to the Policyholder. Outstanding Finance Amount will be subject to a maximum aggregate amount of AED 10,500,000 per Customer, unless approved and covered for a higher amount by Takaful Provider.
Pensioner	means a Customer that collects a pension (a regular payment made by UAE Government to people of or above the official retirement age) from UAE Government because of normal retirement from the workforce. Pensioner(s) will be covered for Death only, subject to retirement not being for any medical reasons and Pre-existing Conditions being excluded as per Exclusions.
Permanent Total Disability:	means a Scheme Member is totally and permanent unable by reason of an Accident or Sickness, occurring prior to attaining the age 65 years and arising out of a cause other than those mentioned under Exclusions, to follow any occupation during his remaining lifetime, and provided that Takaful Provider is satisfied that he/she will be so rendered indefinitely. Permanent Total Disability benefit is subject to a deferment (waiting period) of benefit until six (06) months following the event giving rise to the claim as confirmed by a Medical Expert as authorized by the Takaful Provider that the Scheme Member is rendered completely unable to follow any occupation during his remaining lifetime.
Policy Commencement Date:	means the Policy Commencement Date as defined in the Policy Schedule.
Policy Period:	means a period commencing from the Policy Commencement Date and ending on the Policy Expiry Date.
Pre-existing Conditions:	means any disease, any condition or complication there from which is present or manifest itself, or for which medical care, treatment, advice or consultation was rendered to a Scheme Member prior to the Policy Commencement Date or Normal Date of Inclusion, if later. Any disease, any condition or complication shall be considered to be

	present or manifest if the condition or symptoms exist prior to the Policy Commencement Date or Normal Date of Inclusion, if later, even though no diagnosis, care or treatment were sought or received.
Scheme Member:	means a customer who is included in this Takaful Plan as per the Provisions & Conditions.
Shari'a Committee:	means the Shari'a Committee of the Takaful Provider.
Sickness:	means sickness or disease contracted for the first time after the Policy Commencement Date or Normal Date of Inclusion, if later.
Takaful Benefit:	means the amount entitled for a Scheme Member in the event of any risks stipulated under this Takaful Plan occurred and notwithstanding evidence and assessment, which is established by virtue of occurrence and subject to the Provisions & Conditions of this Policy. Takaful Benefit will be payable to the Policyholder.
Takaful Contribution Amount:	means the cash amount (premium) paid by the Policyholder to the Takaful Insurance Account as a contribution from his part in order to reimburse those who shall be exposed to a common peril from the Takaful Insurance Account.
Takaful Insurance Account:	means an account that has been established by Takaful Provider for the purpose of depositing Takaful Contribution Amounts, after deducting the agency fees, the investment proceeds and associated reserves. The account shall not be a part of the Takaful Provider's other accounts and Takaful Provider's liabilities. The purpose of this account will be to indemnify policyholders against any losses for covered perils. The Takaful Provider shall manage this Takaful Insurance Account on behalf of policyholders as per the agency agreement and represent policyholders in all aspects and related matters. Takaful Benefit is payable from this fund only upon Death or Permanent Total Disability and not upon maturity or cancellation of participation in the Takaful Plan.
Takaful Plan:	means the Takaful Plan as described in the Policy Schedule.

2. THE POLICY

The Policy shall form as the basis of contract between the Takaful Provider and the Policyholder.

3. AMENDMENT TO THE POLICY

The Policy may be amended or changed at any time, upon written request made by Policyholder and provided if it is agreed by Takaful Provider.

No one except an Appointed Signatory is authorized to modify the Policy, or extend the time for Takaful Contribution Amount payment, to waive any lapse or forfeiture, to waive any of the Takaful Provider's rights or requirements or to bind the Takaful Provider by making any promise or by accepting any representation or information. The Takaful Provider shall not be bound by any promise or representation heretofore or hereafter given by any person other than the authorized representative and such approval be endorsed hereon.

Any amendment or change to this Policy shall be binding on all Scheme Members whether covered under this Takaful Plan prior to or on or after the date such amendment or change becomes effective.

4. ELIGIBILITY

The eligibility criteria are as follows:

Compulsory for all Scheme Members.

All Customers of Policyholder for all debit balances of individuals and nominated key personnel/keyman of the selected companies, including but not limited to, finances, facilities, overdraft balances and credit cards.

All individual Customers who are:

- UAE, GCC National, Expatriates and UAE Residents.
- Between age 18 years and 70 years.
- Minimum age at entry will be **18 years** and the maximum age at entry will be **64 years**.
- Cover is subject to actively at work for all Customers i.e. all Customer/borrowers who have not been able to perform their contractual obligations to their employers for 30 days due to an Accident or Sickness (chronic or non-chronic) will **NOT** be covered. The Customer/borrower will need to sign that he/she was continuously and uninterruptedly attending to work for the past 30 days.
- Actively at work applies at time of taking the Facility for UAE Nationals (i.e., the Customer/borrower should be actively working on the day he/she is taking the Facility).
- New Customers who are not actively at work, will have to complete the Medical Underwriting Requirements to be covered.
- Pensioners will be covered for Death only provided that they are receiving regular monthly pension salary from UAE Government into the account and provided the retirement was not due to any medical reasons.

All nominated key personnel/keyman of corporate accounts of the Policyholder who are:

- UAE, GCC National, Expatriates and UAE Residents.
- Between age 18 years and 70 years.
- Minimum age at entry will be **18 years** and the maximum age at entry will be **64 years**.
- Cover is subject to actively at work for all Customers i.e. all Customer/borrowers who have not been able to perform their contractual obligations to their employers for 30 days due to an Accident or Sickness (chronic or non-chronic) will **NOT** be covered. The Customer/borrower will need to sign that he/she was continuously and uninterruptedly attending to work for the past 30 days.

- Actively at work applies at time of taking the Facility for UAE Nationals (i.e., the Customer/borrower should be actively working on the day he/she is taking the Facility).
- New Customers who are not actively at work, will have to complete the Medical Underwriting Requirements to be covered.
- Pensioners will be covered for Death only provided that they are receiving regular monthly pension salary from UAE Government into the account and provided the retirement was not due to any medical reasons.

Financial eligibility will be strictly applied.

No financial risks are covered under this Takaful Plan.

The guarantor of the finance Facility(ies) is not covered under this Takaful Plan.

Unskilled workers and workers on oil rigs and dealing with explosive materials are excluded.

The cover will be provided on a cut-off basis.

Cover will cease at age 70 years for Death and at age 65 years for Permanent Total Disability.

5. FREE COVER LIMIT

The Free Cover Limit shall be provided up to age of 65 years, subject to maximum age at entry in Clause No. 4 and as follows:

- a) AED 4,000,000/- for Scheme Members with less than 12 months cover.
- b) AED 5,000,000/- for Scheme Members with more than 12 months cover.
- c) AED 7,000,000/- for Existing Customers for financing Facility(ies) issued before 04 April 2012.
- d) Scheme Members having a Facility(ies) between AED 4,000,000/- and AED 5,000,000/- and less than 12 months cover are subject to filling a Medical Questionnaire (MQ). Cover decision will be provided by the Takaful Provider.
- e) Existing Customers (who do not satisfy points a) or b) above are accepted on a roll over basis i.e. existing Scheme Members who underwent individual underwriting in the past will be accepted as per the same existing underwriting decision (same loading or exclusion or extra mortality and morbidity or even declinature, if any). No previously declined cases will be re-implemented unless presenting fresh and satisfactory Medical Underwriting Requirements evidence which will be assessed and decided upon by the Takaful Provider.
- f) Forty-eight (48) Scheme Members whose details are attached as per Annexure 3 having a finance Facility(ies) duration of less than 12 months and finance Facility(ies) between AED 4,000,000/- and AED 5,000,000/- will be covered exceptionally without providing Medical Questionnaire (MQ) up to AED 5,000,000/- or the Outstanding Finance Amount, whichever is less, however, Pre-existing Conditions will be excluded for the first Twelve (12) months under both Death and Permanent Total Disability. (All new Scheme Members entering would follow the original guidelines above).

Individual Underwriting shall be done in accordance with the table specified in Clause No.6.

6. MEDICAL UNDERWRITING REQUIREMENTS

Subject to Clause No.4 of the Provisions & Conditions, following medical underwriting requirements shall apply:

<u>New Customer:</u> <u>Finance Amount</u>	<u>Age 20 – Age 45</u>	<u>Age 46 – Age 64</u>
Up to AED 5,000,000.	None	None
AED 5,000,001 – AED 7,000,000	MQ + MER + Blood	MQ + MER + Blood + Stress ECG

AED 7,000,001 – AED 10,500,000	MQ + MER + Blood + Stress ECG	MQ + MER + Blood + Stress ECG
For existing Scheme Members who opt for additional/top-up finance above the Free Cover Limit (FCL), the following medical underwriting requirements will apply:		
Top-up finance amount, above FCL,	Age 20 – Age 45	Age 46 – Age 64
Up to AED 1,000,000 above FCL	MQ	MQ
AED 1,000,001 – AED 5,000,000 above FCL	MQ + MER	MQ + MER + Blood
AED 5,000,001 – AED 10,500,000 above FCL	MQ + MER + Blood + Stress ECG	MQ + MER + Blood + Stress ECG
DOGH: Declaration of Good Health. It must be completed dated and signed by the applicant / Customer(s) for additional individual medical underwriting requirements in circumstances as stated in Clause No. 21 – General Conditions.		
MQ: Medical Questionnaire. This questionnaire must be completed dated and signed by the applicant / Customer(s).		
MER: Medical examination report completed by a medical examiner and including a urinalysis.		
Blood: Complete Blood screening including Haemogram, Erythrocyte Sedimentation Rate, Platelet count, HIV 1 & 2 Antibody test, Glucose, HbA1c, Creatinine, Uric Acid, Urea, total Cholesterol and HDL, triglycerides, transaminases SGOT & SGPT gamma GT, Hepatitis B & C serology, PSA (Men).		
ECG: 12 lead Electrocardiogram with cardiologist report.		
Stress ECG: Exercise ECG with cardiologist report.		
For cases involving individual underwriting with an unsatisfactory MQ, no coverage will be allowed until such time their underwriting decision is reached and communicated in writing to the Policyholder by the Takaful Provider.		

Additional Medical Underwriting Requirements terms & conditions will apply as per Clause No. 21

Financial & Travel Questionnaire above AED.7,000,000/-.

All existing Scheme Members who underwent individual medical underwriting in the past will be covered on a rollover basis, subject to a maximum amount of AED 10,500,000/- in aggregate, unless approved and covered for a higher amount by Takaful Provider.

Coverage for new higher Facility amount shall be reviewed for acceptance on a case by case basis by the Takaful Provider.

Existing Scheme Members who underwent individual underwriting in the past will be accepted as per the same existing underwriting decision (same loading or exclusion or extra mortality and morbidity or even declinature, if any). No previously declined cases will be re-implemented unless presenting fresh and satisfactory Medical Underwriting evidence which will be assessed and decided upon by the Takaful Provider.

All New Customers and those Existing Customers who will apply for additional finance Facility(ies) will only be covered after completing the Medical Underwriting Requirements from their Normal Dates of Inclusion, subject to Provisions & Conditions.

Subject to the above Medical Underwriting Requirements, the coverage shall be confirmed in writing by the Takaful Provider only if the Medical Questionnaire reveals no adverse conditions.

For cases involving individual Medical Underwriting with an unsatisfactory Medical Questionnaire, no takaful cover shall be provided until such time the underwriting decision is reached and communicated to the Policyholder by the Takaful Provider.

In case of any positive disclosure, Takaful Provider will have the absolute right to request for further medicals examinations.

Extra takaful contribution amounts may be charged or the takaful cover may be declines in certain cases. Takaful cover for all Customers with Medical Questionnaire showing adverse medical conditions will commence only after a written confirmation of cover by the Takaful Provider.

7. EFFECTIVE DATE OF INDIVIDUAL TAKAFUL COVER

All Scheme Members will be covered on a compulsory basis at the Policy Commencement Date or from their Normal Date of Inclusion, whichever is later, subject to the Provisions & Conditions of this Takaful Plan and after satisfactory completion of the Medical Underwriting Requirements as specified by the Takaful Provider.

8. PARTICULARS TO BE FURNISHED

Policyholder shall furnish the Takaful Provider with all the necessary information on a monthly basis where at end of each calendar month, latest before the 10th day of every month, the electronic listing with complete details of existing Scheme Members and new Scheme Members acquired during the calendar month. Electronic listing must contain customer reference number, Customer name, date of birth (in dd/mm/yyyy format), Original Finance amount, Original Finance Amount contract date, Outstanding Finance Amount as at month end and details of extra underwriting loadings, if any. Such particulars shall, unless otherwise agreed by the Takaful Provider in writing, shall be furnished on the Policy Commencement Date and monthly thereafter in the format specified by the Takaful Provider.

9. EVIDENCE OF AGE

Evidence of the age of a Scheme Member satisfactory to the Takaful Provider will be required before any Takaful Benefit in respect of the Scheme Member is paid under the Policy and if after commencement of the individual takaful cover hereunder the date of birth of any Scheme Member is found to have been incorrectly notified to the Takaful Provider, the Takaful Provider shall notify the Policyholder of the adjustment to be made under the Policy in respect of such incorrect notification. No Takaful Benefit whatsoever shall be payable under the Policy if the correct age of the Scheme Member is found to be outside the Eligibility Age range as defined in General Conditions of the Policy Schedule and in Clause No.4. Government issued Identity Card or any other satisfactory evidence which the Takaful Provider may specify will be considered an authentic proof of age.

10. AMOUNT AND CALCULATION OF MONTHLY GROSS TAKAFUL CONTRIBUTION AMOUNT

Takaful Contribution Amount Rate applicable will remain the same for all Scheme Members irrespective of the ages of the eligible Scheme Members, only if they are covered in the Takaful Plan on a standard basis.

Takaful Contribution Amount payable under this Takaful Plan shall be calculated by and paid to the Takaful Provider in arrears on the last day of each month by with the amount of the Takaful Contribution Amount being charged to the account of Scheme Member.

Takaful Contribution Amount for Scheme Members who covered in this Takaful Plan on a standard basis will be charged as follows:

Takaful Contribution Amount for Scheme Members who will be covered in this Takaful Plan on a standard basis will be charged at a unit rate of **0.0176 Per 100 Per Month** applied on the monthly **Outstanding Finance Amount** of each enrolled Scheme Member during the Policy Period.

Takaful Cover on Special Terms

In the event that takaful cover is provided on special terms to a Scheme Member, the monthly Takaful Contribution Amount rate in respect of that particular Scheme Member will be adjusted accordingly and communicated to the Policyholder based on the outcome of the Medical Underwriting Requirements. There may be instances where request for takaful cover maybe declined. Takaful cover will only commence after obtaining a written confirmation from the Takaful Provider if there are Medical Underwriting Requirements to be completed.

Takaful Contribution Amounts for all enrolled Scheme Members will be paid by the Policyholder to the Takaful Provider within thirty (30) days from the issuance date of the monthly invoice.

Takaful Contribution Amount shall be paid by the Policyholder in form of a single payment through either a cheque or account transfer, whichever is convenient to the Policyholder.

Takaful Provider may, however, with the mutual consent of the Policyholder, modify the Takaful Contribution Amount unit rate in the future as it thinks fit. The revised Takaful Contribution Amount unit rate would, however, be applicable from the following renewal date.

11. TAKAFUL CONTRIBUTION AMOUNT INVOICE

The Takaful Provider will issue an invoice to the Policyholder for the Takaful Contribution Amount due for the particular month. The Invoice shall be issued during the Policy Period starting from the Policy Commencement Date and in accordance with Clause No. 10 of Provisions & Conditions.

12. TAKAFUL BENEFIT

Upon receipt of due proof in writing that the Scheme Member has, whilst the Policy is in full force and effect, suffered events set out in the Policy Schedule, the Takaful Provider subject to the Provisions & Conditions and Exclusions of the Policy shall consider paying the following Takaful Benefit(s):

1. Death

In the event of Death of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit for a Scheme Member of up to AED.7,000,000/- (UAE Dirhams Seven Million Only).

2. Permanent Total Disability

In the event of Permanent Total Disability solely and directly resulting from Accident or Sickness of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit on a Scheme Member of up to AED.7,000,000/- (UAE Dirhams Seven Million Only).

Takaful Benefit will be paid in accordance with the definition of the Permanent Total Disability in Section 1 of the Policy.

Maximum Takaful Benefit Amount

In the event that a Scheme Member is covered under more than one finance Facility, the aggregate Takaful Benefit payable for a Scheme Member shall be subject to a maximum cover limit of up to AED.10,500,000/- (UAE Dirhams Ten Million Five Hundred Thousand Only) for existing and new Customers irrespective of the number of Facility(ies) and their actual Outstanding Finance Amounts.

13. CESSATION OF INDIVIDUAL MEMBERSHIP

Notwithstanding anything contained herein to the contrary, Takaful Benefit under this Takaful Plan in respect of a Scheme Member shall terminate upon the happening of any one or more of the following:

1. The Scheme Member's Death or Permanent Total Disability claim.
2. Cancellation/settlement of the Scheme Member's Facility;
3. The Scheme Member having attained the Maximum Coverage Age;
4. Any monthly finance Facility installment default of more than twelve (12) consecutive or cumulative months in arrears will be borne by claimant or the Policyholder. The exposure will always be in line with the pre-agreed finance Facility(ies) repayment schedule.
5. Bad debts are not covered; if the scheme Member's Facility is written off as bad-debt then it will not be covered under this Takaful Plan.
6. If the Takaful Contribution Amount is not paid when due.
7. Any other date on which the Scheme Member ceases to be eligible for takaful cover for any fraudulent or criminal reason affecting the takaful cover hereunder. Decision of the court shall be final in such cases.
8. Termination / cancellation of this Policy.

14. EXCLUSIONS

The Takaful Provider shall not be liable for claims directly or indirectly caused by, resulting from, or in connection with any of the following:

- **War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising.**
- **AIDS if it was contracted prior the individual takaful cover with the Takaful Provider;**
- **Atomic, Biological, and Chemical contamination;**
- **Criminal acts committed by the Scheme Member;**
- **Pre-Existing Conditions for Pensioners.**

For Permanent Total Disability, the following supplementary exclusions shall apply in addition to the ones stated above:

- **Mental and nervous disorders;**
- **Intentionally self-inflicted injury, suicide or attempted suicide (whether sane or insane);**
- **Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline or charter service;**
- **Being under the influence of alcohol or drugs other than in accordance with the directions of a registered medical practitioner;**
- **Involvement in any underwater activity;**
- **Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;**
- **Scheme Member engaging in any illegal act, breach of Law or criminal act;**
- **Scheme Member engaging in or taking part in any naval, military or air force operation;**
- **Illegal pregnancy, abortion and childbirth;**
- **Disease or medical impairment, from which the Scheme Member was suffering, received treatment or aware of at the commencement of his cover;**
- **Disability occasioned or contributed to by HIV infection, AIDS or an AIDS related condition;**

If the Takaful Provider alleges that by reason of these Exclusions any loss is not covered by this Policy, the burden of proving the contrary shall be upon the Policyholder thus discharging the Takaful Provider from any liability whatsoever.

Claims intimated after 270 days from the Date of Event of the claim will be rejected thus discharging the Takaful Provider from any liability whatsoever.

15. ASSIGNMENTS

The Takaful Benefit payable hereunder is assigned to the Policyholder for the repayment of the Outstanding Finance Amount.

16. PAYMENT OF TAKAFUL CONTRIBUTION AMOUNTS

All Takaful Contribution Amounts shall be payable only to the Takaful Provider issuing this Policy.

17. CLAIMS

In the event of any claim arising under this Takaful Plan, it shall be notified to the Takaful Provider as soon as possible but in any case, not more than two hundred seventy (270) days from the Date of Event of the incident giving rise to the claim, together with the supporting evidence as required by the Takaful Provider and listed hereunder. If the Takaful Provider is not notified of the claim within that period, the Takaful Provider reserves the absolute right to refuse liability for the claim.

In the event of a claim, the following will be required as supporting document / evidence of claim:

Death Claims:

- Copy of the Official death certificate.
- Copy of the national Identity card or passport of the eligible Scheme Member.
- Statements from the Policyholder detailing the Outstanding Finance Amount.
- Takaful Provider will accept a signed certificate (including same information like the application form) from Policyholder.
- Copy of Medical report/Forensic report stating the cause of Death.
- Police report in case of accidental Death.
- Evidence of Medical Underwriting and Underwriting Decision for existing Scheme Members covered on roll over basis.
- Any other information as request by the Takaful Provider.

Permanent Total Disability Claims:

- Copy of the national Identity card or passport of the eligible Scheme Member.
- Note from the official authority giving agreement on the Permanent Total Disability (PTD) of the eligible Scheme Member.
- Statements from the Policyholder detailing the Outstanding Finance Amount.
- Takaful Provider will accept a signed certificate (including same information like the application form) from Policyholder.
- Medical certificate from the attending physician giving full information on the claimant's health status including the name and the address of the medical attendant.
- Copy of all medical documents (hospitalization and surgery reports, histology reports, specialist's report, lab test, any other benefits being received, details of treatments etc.) related to the claim
- Police report in case of accidental disability.
- Evidence of Medical Underwriting and Underwriting Decision for existing Scheme Members covered on roll over basis.
- Any other information as request by the Takaful Provider.

All information as indicated above will be required to be produced in original for verification before any settlement of claim.

Takaful Provider reserves the right to have the claimant examined by an approved doctor and to request further documents.

Only comprehensive information on the exact duties involved in the claimant's occupation can enable a decision on the claim to be made. Such information should also be made available to the relevant medical attendant so he can make a fair assessment of the case.

Often the above information will not be sufficient and further medical examinations by specialists will be needed.

Scheme Member or the claimant if other than the Scheme Member will provide, at his own expense, all certificates, reports, information and evidence as required by the Takaful Provider in respect of claims to the following address:

Abu Dhabi National Takaful Co. PSC

Claims Department
Tamouh Tower, 25th Floor, Marina Square, Al Reem Island
P.O. Box 35335
Abu Dhabi
United Arab Emirates
Tel: +971 2 4107700
Fax: +971 2 4107800
Email: Life.Claims@takaful.ae

Only claims occurring during the Policy Period, as agreed between the Takaful Provider and the Policyholder, will be assessed for settlement. The assessment of these claims will be subject to the Provisions & Conditions of this Takaful Plan.

Claims intimated after Two Hundred Seventy (270) days will be rejected thus discharging the Takaful Provider from any liability whatsoever.

All Permanent Total Disability claims are subject to a minimum deferment (waiting period) of six (06) months following the event giving rise to the claim and as per advice of a competent authority, recognized by the Takaful Provider and confirmed by a Medical Expert authorized by Takaful Provider and provided that the Takaful Provider is satisfied that the Scheme Member will be so rendered completely unable to follow any occupation during his remaining lifetime. In case of a Permanent Total Disability claim the takaful cover for the Scheme Member will cease automatically and no further Takaful Benefit will be paid.

Claims will be subject to such discharge, evidence of claim and proof of age of the Scheme Members as the Takaful Provider may require. The Takaful Provider will have the right to contact and examine details of Scheme Members during the pendency of a claim.

Medical Experts authorized by the Takaful Provider must support the occurrence of the covered event. The Takaful Provider reserves the right to require the Scheme Member to undergo medical examinations or other reasonable tests to confirm the occurrence of a covered event.

Subject to satisfactory receipt of all information as required by the Takaful Provider, the Takaful Provider shall endeavor to settle payable claims by 14 working days after the satisfactory receipt of all information as required by the Takaful Provider.

The takaful cover affected hereunder shall carry no surrender or paid up value.

18. SUNSET CLAUSE

The Takaful Provider will not be liable to pay any claims notified after the Policy Expiry Date by nine (09) months.

19. TERMINATION / CANCELLATION OF THIS POLICY

Subject to the Introduction and the Provisions & Conditions, the Policy is issued for the duration of the Policy Period starting from the Policy Commencement Date and will remain in force up to Policy Expiry Date as long as the required monthly Takaful Contribution Amounts are paid when due. However, both the Policyholder and the Takaful Provider reserve the right to terminate / cancel the Policy upon giving a written notice of thirty (30) calendar days.

Notwithstanding anything to the contrary in the Policy, the termination / cancellation of the Policy shall have the following effects:

1. No Takaful Benefit on Death or Permanent Total Disability of a Scheme Member shall be payable from the effective date of termination / cancellation of the Policy. Any Death or Permanent Total Disability claim intimated before the effective date of termination / cancellation of the Policy, and provided if it was accepted, will be dealt with according to procedure mentioned under Clause No.17 of the Provisions & Conditions.
2. No Takaful Contribution Amount shall be payable under the Policy after the effective date of termination / cancellation of the Policy. Any prior arrears and any adjustment of the Takaful Contribution Amounts for the Policy Period of the Policy, or part thereof shall take the form of a single amount payable by the Policyholder, as the case may be, on the date the adjustment is calculated.

In the event of termination / cancellation of the Policy, this Takaful Plan and all Takaful Benefit shall immediately cease for all Scheme Members and shall discharge the Takaful Provider against any future liability whatsoever from the effective date of termination / cancellation of the Policy.

20. EXPERIENCE REFUND

Subject to Provisions & Conditions of this Policy and guaranteed renewability of this Takaful Plan with the Takaful Provider and its existing reinsurer, the following experience refund will be provided by the Takaful Provider to the Policyholder after the Policy Expiry Date of this Takaful Plan:

30% x (60% of Takaful Contribution Amount – Commissions – Paid Claims – Outstanding Claims – IBNR)

The experience refund calculation will be done by Takaful Provider after three (03) months from the Policy Expiry Date. During such period, if any claims are intimated by the Policyholder to the Takaful Provider that relate to the Policy Period, then they will be factored into the experience refund calculation.

21. GENERAL CONDITIONS

Subject to the Provisions & Conditions, the following additional general conditions shall apply to this Takaful Plan:

- This is a sharia compliant Islamic Takaful Plan that is for a period of one (01) year between the Takaful Provider and the Policyholder and it will be renewed annually, unless otherwise informed and subject to Provisions & Conditions.
- No financial risks are covered under the Takaful Plan.
- The guarantor of the Facility is not covered under this Takaful Plan, unless approved by the Takaful Provider.
- Cover is on loss occurring basis. Claims will only be paid if they are incurred during the 12 months Policy Period (claims falling before the Policy Commencement Date or after Policy Expiry Date are not covered).
- **Joint Customers/Scheme Members:** The Outstanding Finance Amount will be paid at the first Death or Permanent Total Disability (PTD), based on the Outstanding Finance Amount distribution. If all the Scheme Members are covered for the full Outstanding Finance Amount, then full payment will be disbursed at the first Death or Permanent Total Disability (PTD).

Individual Takaful Contribution Amount, full individual Medical Underwriting Requirements and financial underwriting shall apply for all Scheme Members based on their portion of the covered Outstanding Finance Amount. For non-working Scheme Members, the maximum Takaful Benefit Amount shall be limited up to AED 1,000,000/- (UAE Dirhams One Million Only) for Death. Permanent Total Disability (PTD) for non-working Scheme Members will be based on at least 4 out of 6 Activities of Daily Living (ADL). Existing Scheme Members who do not comply with the above shall remain covered based on the expiring Joint Customers / Scheme Member rules.

- Claim submissions must be referred to the Takaful Provider with all accompanying documents as per Clause No.17.
- Policyholder must furnish all information, reports or record on the statement of health of all Scheme Members who are covered under the existing plan or to allow any of the Scheme Members to undergo medical examinations, as required by the Takaful Provider for all cases above the Free Cover Limit or overage cases.

- In this Takaful Plan, a Customer is defined in Section 1 of the Provisions & Conditions where:
 - New Customer: means a customer(s) who will apply for a finance Facility with the Policyholder for the first time after the Policy Commencement Date of this Takaful Plan with the Takaful Provider. It also includes Existing Customers who will apply for a new finance Facility or additional amount under the existing finance Facility after the Policy Commencement Date of this Takaful Plan.
 - Existing Customer: means a customer(s) who have already been granted a finance Facility by the Policyholder before the Policy Commencement Date of this Takaful Plan with the Takaful Provider.
- **New Customer(s) (Clarification)**: Limits above the Free Cover Limit will strictly follow the underwriting decision whether being extra mortality or any particular condition exclusions, etc. based on the health of the Customer up to the maximum limit of the Takaful Plan of AED 10,500,000 (UAE Dirhams Ten Million Five hundred Thousand Only) unless they are approved for higher amount(s), if any, as per the underwriting decision(s). If the New Customer does not perform the Medical Underwriting for some reason and the Policyholder agrees to finance him/her, the cover will be capped at the Free Cover Limit (until the Outstanding Finance Amount reaches the AED 4,000,000 (UAE Dirhams Four Million Five Only) and then the Takaful Benefit will start decreasing) subject to filling a Declaration of Good Health (DOGH). If decision was a rejection, then Customer is not covered from ground up for the Takaful Benefit(s) rejected from cover.
- If a New Customer, or an Existing Customer asking for a new top up /additional finance, takes on a finance Facility above the Free Cover Limit per person, and has completed Medical Underwriting Requirements, and the underwriting decision was **Rejected** or **Above** +100% extra mortality and/or **above** +100% extra mortality, then the Policyholder cannot grant him a new finance Facility cover under the Free Cover Limit.
- If a New Customer, or an Existing Customer asking for a new top up/additional finance Facility, takes on a finance above the Free Cover Limit per person, and has completed Medical Underwriting Requirements, and the underwriting requirements, and the underwriting decision was +100% or **below** extra mortality and/or +100% or **below** extra morbidity, then the Policyholder may grant him a new finance Facility cover under the Free Cover Limit.
- Otherwise, the extra Takaful Contribution Amount requirement will be applied as per the medical underwriting decision.
- **Existing Customer(s) (Clarification)**: If any Existing Customer performed medical underwriting as per Medical Underwriting Requirements at entry (knowing that their finance Facility amount is above the Free Cover Limit at entry into the Takaful Plan) then they will be covered up to AED 10,500,000/- (UAE Dirhams Seven Million Only) or whatever is the approved amount as per the existing underwriting decision(s). However, if the Existing Customer decided for some reason not to do any medical underwriting at entry, and Policyholder agrees to issue the finance Facility to him/her without completing the required Medical Underwriting Requirements, the Customer will be covered by the Takaful Provider up to the Free Cover Limit only (until the Outstanding Finance Amount reaches the AED 4,000,000 (UAE Dirhams Four Million Only) and then the Takaful Benefit will start decreasing) subject to filling a Declaration of Good Health (DOGH) and cannot be covered for higher limits without undergoing and satisfactory completion of Medical Underwriting Requirements.
- Any Existing Customer who had taken the finance Facility and wants to top up the finance Facility amount above the Free Cover Limit, and somehow, the case was rejected by the Takaful Provider, the Existing Customer will remain covered for the existing finance Facility amount which he was previously covered for only.
- Existing Scheme Members are treated as expiry unless an Existing Scheme Member takes a top-up finance Facility leading to an exposure of over AED 4,000,000 (UAE Dirhams Four Million Only) with Takaful coverage capped at AED 4,000,000 (UAE Dirhams Four Million Only), then he will be treated as a New Scheme Member as well.
- Pre-existing Conditions for Existing Customers having more than 12 months finance Facility duration are covered. Pre-existing Conditions exclusion for New Customers under the Free Cover Limit may be waived subject to excluding for the first six (06) months under Death and for the first twelve (12) months under Permanent Total Disability the following listed cases: "Cancer, liver problems, kidney problems, and cases where the Customer/Scheme Member underwent bypass surgery or open heart surgery in the past 12 months".

- For Existing Customers covered for less than 12 months under the Takaful Plan with Outstanding Finance Amounts between AED 4,000,000/- to AED 5,000,000/-, the Pre-existing Conditions are excluded for the first 12 months Death and Permanent Total Disability.
- New Customers in the above bracket should fill a Medical Questionnaire.
- Pensioner(s) will be covered for Death only provided that they are receiving regular monthly pension salary from the UAE Government into the account and provided the retirement was not due to any medical reasons and Pre-existing Conditions being excluded.
- With respect to Permanent Total Disability claims "claims incurred basis" means that Customer whose disability commenced before joining the Takaful Plan are not covered. Usually the incurrence date is when the claimant is off work for the first time.
- Permanent Total Disability benefit will be limited to a maximum of AED.7,000,000/- per Scheme Member.
- Takaful Contribution Amount grace period will be **30 days**.
- Claims notification period will be a maximum of **270 days**.
- **Corporates Finance Facility:** In case of an approved change of the nominated Keyman/Director who is covered under the Keyman/Director finance Facility. The new Keyman/Director will be covered for the remaining Outstanding Finance Amount, subject to completing new Medical Underwriting Requirements. Otherwise he/she will be covered for the lesser between the Outstanding Finance Amount and the Free Cover Limit, whichever is less.
- **Restructured Finance Facility:** Policies can be accepted without new completing Medical Underwriting Requirements in case the new Outstanding Finance Amount is equal to or less than the Outstanding Finance Amount at the date and time of the restructuring on which the Takaful Contribution Amount is calculated. If this is not the case, then new Medical Underwriting Requirements will need to be completed by the Scheme Member to confirm coverage.
- Any monthly finance Facility installment default of more than twelve (12) consecutive or cumulative months in arrears will be borne by claimant or the Policyholder. The exposure will always be in line with the pre-agreed finance Facility(ies) repayment schedule.
- **Revolving Finance Facility:** Subject to the Provisions & Conditions, Scheme Members having a revolving finance Facility will be covered for the Outstanding Finance Amount as declared in the monthly declaration and provided that the Takaful Contribution Amount is paid accordingly, this is subject that the Outstanding Finance Amount declared is not greater than the Free Cover Limit as defined in the Policy. Medical Underwriting Requirements will need to be completed by the Scheme Member to confirm coverage if the Outstanding Finance Amount as declared exceeds the Free Cover Limit, otherwise Takaful Benefit will be capped to the Free Cover Limit.
- For Pensioners or Non-working Customer(s), the Takaful Provider will assess the risk based on requested Takaful Benefit and financial eligibility. The Takaful Provider is exceptionally willing to offer these Customers a Free Cover Limit (FCL) of up to AED 1,000,000 (UAE Dirhams One Million Only) up to attained age 65. Between AED 1,000,001/- and AED 4,000,000/-, Medical Questionnaire (MQ) must be provided and full individual underwriting for amounts above AED 4,000,000/- as per Clause No. 6 – Medical Underwriting Requirements.
- For Pensioners / non-working Customers who wish to cap their Takaful Benefit at AED 4,000,000/-, the Takaful Provider would require both a Medical Questionnaire (MQ) and a MER as per Clause No. 6 – Medical Underwriting Requirements.
- **Extra contractual obligation:**
 - The Takaful Provider shall not indemnify the Policyholder for any punitive or compensatory damages that the Policyholder is ordered to pay as a result of an act, omission, or course of conduct committed by the Policyholder, its employees, its agents, or representatives in connection with policies covered under this Takaful Plan.

- The Takaful Provider requires a detailed bordereau each month in the format provided by the Takaful Provider to the Policyholder.
- All amendments, extensions, alterations, changes in the material risk including all endorsements are to be received, reviewed and agreed by the Takaful Provider.

Non-working Customer:

- Under the Policy, a non-working customer is an insured / covered individual who derives his or her entire income from real estate, asset or investment property worldwide, without exercising any salaried occupation, any activity of civil servant or without being a self-entrepreneur. By real estate, asset or investment property worldwide, the present Policy refers to the following among others: life insurance contracts, term accounts, shares in various companies, real estate income, stock markets, financial investments, investment funds, interests, rents, dividends, capital gains, profits ... etc.

22. SANCTION LIMITATION AND EXCLUSION CLAUSE

Takaful Provider shall not be deemed to provide takaful cover and the Takaful Provider shall not be liable to pay any claim or provide any Takaful Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Takaful Benefit would expose the Takaful Provider 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.

23. LAW & JURISDICTION

This Policy shall be construed and the rights and obligations of the Policyholder and the Takaful Provider shall be determined hereunder in accordance with the Laws of the United Arab Emirates (including any governmental acts, orders, decrees and regulations) to the extent such laws do not conflict with Islamic Shari'a Rules and Principles as determined by the Shari'a Committee of the Takaful Provider.

24. GUIDANCE FROM SHARIA COMMITTEE

The principles under which this Takaful Plan is managed are in accordance with Shari'a as guided by the Takaful Provider's Shari'a Committee and the Takaful Provider shall seek the guidance of its Shari'a Committee in the operations of this Takaful Plan and shall ensure that the management and investment of the assets of this Takaful Plan are placed in Shari'a compliant instruments.

25. INSURANCE AUTHORITY BOARD OF DIRECTORS' DECISION NO. (49) OF 2019

This Takaful Scheme shall be managed according to relevant articles of Insurance Authority Board of Directors' Decision No. (49) of 2019 Concerning Instructions for Life Insurance and Family Takaful Insurance when they are enforced.