

Group Credit Life Insurance
(Mortgage Finance – Islamic)

We take pleasure in welcoming you as a First Abu Dhabi Bank (FAB) Mortgage Finance covered person to enjoy benefits of this Group Credit Life insurance policy

We request you to read through the cover details in order to understand fully the scope, conditions and limitations of the cover offered.

Scheme Highlights

24 hour worldwide cover for:

- ✓ Death due to any cause
- ✓ Permanent Total Disability
- ✓ Accelerated Terminal Illness: 50% of the sum insured up to AED 100,000
- ✓ Repatriation of mortal remains: Actual expenses subject to a maximum of AED 10,000 per person.
- ✓ Passive War Risk

All terms, conditions and exclusions are as per the cover offered under the master policy.

SCOPE OF COVER

Subject to the terms and conditions provided in this Policy, the Company shall indemnify the Insured Member as hereinafter provided:

Death Benefit

Actual Outstanding Finance Amount subject to a maximum amount approved by the Company in respect of the deceased Covered Person plus accrued profit as on the Date of Event, less any arrears of Monthly Installments, but including the deferred installments per Covered Person subject to maximum of initial finance amount of that particular Covered Person.

Permanent Total Disability Insurance Benefits:

Actual Outstanding Finance Amount subject to a maximum amount approved by the Company in respect of the disabled Covered Person plus accrued profit as on the Date of Event per Covered Person subject to maximum of initial finance amount of that particular Covered Person.

In the event of a claim for Permanent Total Disablement the Sum Insured as on the date of onset of disability shall be used to determine the Sum Insured potentially payable (rather than the outstanding amount applicable at the end of 6 months period).

Following payment of Permanent Total Disablement benefit, all insurance in respect of that Covered Person shall cease and the Company's liability shall be fully discharged

Accelerated Terminal Illness

If elected by the policyholder to be included in the scheme at the time of commencement of cover, subject

to approval by the Company, a portion of the Employee's sum insured covered shall be paid prior to his death under this benefit. To qualify for this benefit, the Employee must have been diagnosed as being terminally ill while insured under the Scheme. The maximum Accelerated Death Benefit the member may receive shall be:

Fifty percent(50%)of the Insured's maximum sum covered or AED100,000/-

The Terminal Illness Benefit is not a separate benefit; it is an extension to death any cause cover. Therefore the terminal illness is accelerated to death and in case the covered member subsequently dies whether due to accident or sickness, the insurer shall pay the remaining amount of the original sum covered as long as the policy is in force with the company at death.

Prior to receiving an Accelerated Death Benefit, the Employee must provide satisfactory proof to the Company that his life expectancy is six(6)months or less from the date of application for the Accelerated Death Benefit. This proof must include certification from the treating physician, who cannot be an immediate family member of the Employee or residing with the Employee. The Company reserves the right to obtain a second or more medical opinion at its own expense from a specialist Doctor This cover excludes pre-existing medical conditions

Repatriation of Mortal Remains Benefits:

Actual expenses up to AED 10,000

In the event of death of the Covered Person, the Company will pay the actual expenses incurred in the repatriation of the mortal remains to the native country of the covered person subject to the maximum limit mentioned in the Schedule.

Passive War & Conventional Terrorism Rider

Scope of Cover

It is hereby agreed that, notwithstanding the terms and provisions of the basic policy Contract, the Company will cover the insured member of the group against death, PTD (Accident) occurring as a direct or indirect consequence of War & Terrorism, where the insured member is not an active participant. The Term "War" includes but not limited to:

Invasion or acts perpetrated by foreign enemies (whether war be declared or not), hostilities, civil war, martial law or declaration of a state of siege, state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, civil disobedience, general mobilization, revolution, usurpation of power (military or politically), insurrection, rebellion, mutiny, riots, civil commotion, revolution, conspiracy, mutiny, strike, pillage, any kind of military projectile or explosive including booby trapped vehicles or objects, cannon shells, rockets or other weapon of war, whatever their origin and type, any act unlawful act perpetrated by armed individual be they members of political, military or paramilitary organizations or parties or not and be they acting on their behalf or on behalf of any other organizations.

The Term "Terrorism" as used herein, shall mean an activity that satisfies both of items below:

a. Involves a violent act or an act dangerous to human life, tangible or intangible property or infrastructure, causing damage to property or injury to persons, or a threat thereof; and

b. Appears to be intended to intimidate, coerce or incite a civilian population or inflict economic loss or disrupts any segment of a local, national or global economy; or Influence, protest, intimidate or coerce against the policy or conduct of a government by any means, including mass destruction, murder, kidnapping, hijacking, hostage-taking.

The Company's liability under this rider shall be at any time limited to the benefit payable at the time on the death/disability of the said Insured provided such benefits shall not exceed a maximum amount as described in the basic policy. "Active participant" in war like operations means an active member of the military forces e.g. Army, Navy, Air Force, Territorial Army or Police or any other special forces activated by Government or other public authorities to defend law and order in case of a war or warlike operation, or any other person who takes up arms in an active or defensive role. The term Active Participant includes but not limited to participation in opposition forces in conflicts, civil commotion, revolution, and insurgency or any similar situation.

Exclusions for Passive War Risk & Terrorism:

However, this extension will not apply and no benefit will be payable if at the time of occurrence, the insured member(s) is directly or indirectly:

1. Taking an active participation in any of the above mentioned events,

2. Engaged in any quarrel or dispute whether armed or not,

3. Resisting arrest,

4. Member of any armed force or serving in any armed force or member of any police or security or body guard services,

5. Travelling a country or an area where the British Government Foreign and Commonwealth Office advises against 'all travel' there; or

6. Remains in a country or an area for more than 28 days from the date of change of status where the British Government Foreign and Commonwealth Office advises against 'all travel' there; or

7. Travelling to a country or an area where the British Government Foreign and Commonwealth Office advises against 'all but essential travel' and stays for more than 28 days from the date of change of status or date of travel;

8. Iraq, Iran, Afghanistan, Palestine, Yemen, Libya and Syria and any country where war or warlike operation takes place and where the insured remains in for more than 28 days following the outbreak. It is also understood that the sum insured will not be payable if the insured actively participates in any of the above-mentioned events and if the insured is traveling to a country after war has been declared in that country or after it has been recognized as a war zone or where there are war like operations.

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

1. Definitions and Interpretation

1.1 In this Policy, the following words and phrases shall have the meanings hereby assigned to them:

Aggregate Finance Amount Outstanding: means, at any time, the aggregate of all Finance Amount Outstanding of all Customers;

Affiliate: means, in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding

company;

Agency (Wakala) (Agency Contract): means a contract between two parties whereby one of them (Principal; Participant) appoints the other (Agent (Wakeel); Company) to manage and operate Takaful operations on the Principal(s)' behalf. The Agent (Wakeel) is entitled to obtain the cash Agency (Wakala) fee, whether it is a lump sum or an agreed percentage of the Contributions.

Agency (Wakala) Fee: means the Agency (Wakala) Fee deducted by the Company from the Contributions, as defined in the Schedule and is subject to change by the Company at the commencement of each new fiscal year, as will be published in the Company's branches.

Beneficiary: means the Beneficiary/s appointed by the Participant/s in the policy to receive the Benefits under this Policy.

Business Day: means a day on which banks are open for business in the United Arab Emirates;

Commencement Date: means the date that protection under this Policy shall commence, which shall be July 01, 2020

Company/Takaful Company: means that manages Takaful operations as an Agent (Wakeel) for the Participants in consideration of cash Agency (Wakala) Fee and invests the Contributions as a Working Partner (Mudareb) in consideration of the pre-agreed share in the actual investment profits.

Coverage/Cover: means the scope of Takaful coverage Incurred by the Agent (Wakeel) under this Policy.

Covered Person: means the person(s) entitled to obtain the Coverage in accordance with this Policy; namely the (Participant / [description of Covered Person], who may also be treated as a Participant to the extent of its obligation regarding paying the contributions or any part thereof from its own resources).

Coverage Amount: means the maximum amount of the Benefits and/or the limit mentioned in this Policy regarding the Covered Benefit hereunder.

Claimant: means a Customer who is disabled or a person in relation to a Customer who is deceased, such deceased Customer's next of kin, in the

absence of whom, it shall mean the Policyholder;

Claim Event: means one of the events listed in Clause 2.2;

Customer: means all customers and/or employees of the Policyholder who have entered into Home Finance facilities with the Policyholder and are covered by this Policy in accordance with its terms, which expression shall include Joint Customers;

Eligibility: means the criteria detailed in the terms of this Policy, fulfilment of which are required before a Customer can enrol onto this Policy;

Bad debt: means the finance amounts that have been classified by the Policyholder as non-performing finances or for which payment of the installment according to the property finance agreement has become defaulted for more than 12 continuous months.

Endorsement: means a variation of the terms and provisions of this Policy pursuant to Clause 8 of this Policy;

Enrolment: means the inclusion of a Customer into this Policy so that they are covered by this Policy;

Enrolment Date: means the date on which a Customer is first included in this Policy. This date will coincide with the Commencement Date for all Customers who have outstanding Home Finance Amounts with the Policyholder on that date. For Customers who are granted Home Finance by the Policyholder after the Commencement Date, this date will be the date they enter into such Home Finance;

Event of Default: means any event or circumstances specified in Clause 15;

Exclusion: means exclusions to cover provided by this Policy;

Fatwa & Sharia Supervisory Board: means a committee of renowned independent Sharia scholars appointed by the Company to advise and provide guidance on Sharia related matters.

Finance Amount Outstanding: means the proportion of the Home Finance Amount outstanding, at any time; this includes the finance amount, accrued profit & any other charges up to a maximum of two years that are due from customer

as per Company policy;

Gulf Region: means UAE

Home Finance: means the home financing provided by the Policyholder to the Customer;

Home Finance Amount: means the amount of the Home Finance provided by the Policyholder to a Customer prior to any repayment or amortization;

Joint Customer: means two or more customers of the Policyholder who have entered into a joint Home Finance facility with the Policyholder and are covered by this Policy in accordance with its terms;

Management Agency Fee: means a percentage of the aggregate Takaful Contributions to which the Takaful Provider is entitled to in consideration for managing the Takaful operations, such percentage being determined in a Public Announcement.

Maximum Age at claim : Maximum Age of 65 Years.

Extension from age 65 to attained age of 70 years for Death Any Cause will be subject to individual underwriting ;

Mudaraba (Speculation): means a contract between two parties whereby one of them (Employer (Rab Al Mal); Participant) contributes a certain amount of capital (the Speculation (Mudaraba) Capital) and the other party (Working Partner (Mudareb)/the Company) deploys its expertise in managing the Speculation (Mudaraba) Capital. The Working Partner (Mudareb) shall invest the amount of Speculation (Mudaraba) Capital. Accordingly, the profit will be distributed in accordance with the pre-agreed dividends.

Share: means the Company's share in the Speculation (Mudaraba) profit, as defined in the Schedule or as declared in the Company's branches.

Mudaraba: Is a contract between the Policy Holder whom is called "owner of capital" and the Takaful Provider whom is called "the Mudarib" whereby the Policy Holder puts a certain amount of capital "Takaful Contribution amounts" and the Takaful Provider put its expertise and the late will invest the "Takaful Contribution amounts" and as such the profit will be shared between them according to the agreement or according to the announcement annually declared within the premises of the Takaful Provider.

New Finance Customers: means the eligible home finance customers who have Property Finance Agreements incepted after the Commencement date of this Policy.

New Finance Customers are home finance customers who do not have an existing Finance under the portfolio. For the avoidance of doubt any Top-up/ Rescheduling / Restructuring by a customer on an existing Finance will not be considered a New Finance Customer.

Officially Registered Occupation: means Insurance services

Participant: means the natural or legal Participant who pays the Contributions.

Permanent Total Disability (PTD): means the total and permanent inability of the insured, as a result of: a .An accident or b. sickness. to the extent of being unable to follow his own occupation or any occupation ever again, for which he is reasonably suited by education, training and experience, and following the completion of 6 months continuous disability from the date of the event that lead to the disability.

The Insurance Company reserves its right to seek a second opinion at own cost to satisfy their decision prior to invoking the appropriate clause. If at the time of the disability event, the finance holder is unemployed, PTD means the permanent and total inability to perform, without assistance of a third person, at least 5 out of 6 of the following acts of daily living:

Washing: the ability to wash in the bath or in a shower (including getting into and out of the bath or shower) or wash satisfactory by other means;

Dressing : the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces ,artificial limbs or other surgical appliances;

Transferring: the ability to move from bed/chair to an upright position or wheelchair and vice versa;

Mobility: the ability to move indoors from room to room on level surface;

Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

Feeding: the ability to feed oneself once food has been prepared and made available.

Insurance is applicable world-wide. However, a state of PTD can only be recognized in the United Arab Emirates by a physician specially authorized by the Takaful Company.

Policy: means this Policy that complies with the Islamic rules and principles of Sharia, particularly Takaful principles, including any Endorsements, Schedule, attached terms, exceptions, approvals and application forms, (if any), issued by the Takaful Provider;

Policy Anniversary Date: means 1st July 2021 and 1st July of each and every subsequent year;

Policy Term: means the tenure of the Policy, during which cover under this Policy is valid, as provided in Clause 2.6;

Policy Year: means a period of twelve months commencing, for the first Policy Year, on the Commencement Date, and for subsequent Policy Years, on any Policy Anniversary;

Policyholder: means the holder of the Policy with certain rights and obligations, as provided under this Policy, who may also be treated as a Participant to the extent of its commitment to pay Contributions or any part thereof from its own resources.

Pre-Existing Condition: means any physical condition for which the Finance holder has sought medical advice, consultation or treatment prior to the inception of cover.

Public Announcement: means an announcement made by the Takaful Provider and made available at the Takaful Provider's head office and branches. The Takaful Provider may renew the Public Announcement on each Policy Anniversary Date to apply to the policies entered into during the following Policy Year

Schedule: means the schedule(s) and/or the certificates containing the fees to be charged by the Company to the Participant (out of the Contributions) and any other particulars related to this Policy.

Sickness: means any pathological state or state of abnormal function of bodily organs of the Insured,

not caused by an accident, and objectively diagnosable which manifests itself on or after the Effective date of the Takaful Cover and during the Period of Takaful Cover of this Policy

Surplus Calculation: means the calculation performed by the Company in order to determine whether there is a Surplus in the Takaful Fund under supervision and guidance of the Fatwa & Sharia Supervisory Board.

Sharia: means the Islamic rules and principles of Sharia as interpreted by the Fatwa & Sharia Supervisory Board.

Sum Assured: means the outstanding Home Finance Amount due to Policyholder at the date of claim, declared each month to Company by The Policyholder including accrued profit and other bank charges owed to Policyholder.

Takaful Fund: means the total sum of the Contributions managed on Takaful basis by the Company, in its capacity as an Agent (Wakeel), and invested by the Company, in its capacity as a Working Partner (Mudareb), out of which the covered Benefits are paid.

Takaful Benefit: means the Benefit(s) provided under the Coverage pursuant to this Policy

Takaful Contribution: means the amounts paid by the Participants as a donation (Tabaru') to the

Takaful Surplus: means the net sum calculated in accordance with the surplus calculation.

Total Disability: means disability from bodily injury, sickness or disease occurring before the age of 65, so as to prevent the Customer from performing any kind of work, occupation or profession for compensation, profit or gain for the remainder of his lifetime;

1.2 In this Policy, unless the context requires otherwise:

(a) singular words shall include references in the plural, and vice versa, as may be appropriate, and words denoting any gender shall include any other;

(b) the headings, subheadings and table of contents are solely for convenience of reference and shall not constitute any part of this Policy, nor shall they affect the meaning, construction or effect of any provision hereof;

(c) except as otherwise expressly provided, reference to any Clauses means such Clauses as amended, modified or supplemented from time to time in accordance with the applicable provisions thereof;

(d) references to "including" shall mean including without limiting the generality of any description preceding such term, and for purposes hereof the rule of ejusdem generis shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;

(e) words importing persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons, and any state, or governmental or local agency of a state;

(f) references to Clauses and Sub Clauses are references to Clauses and sub Clauses of this Policy;

(g) references to a date is by reference to the Gregorian calendar; and

(h) payments under this Policy shall be made on the due date and if such date is not a Business Day the payment shall be made on the next succeeding Business Day save where the next succeeding Business Day falls in the next calendar month in which event the payment shall be due and be made on the preceding Business Day.

2. Takaful cover

2.1 Takaful Benefit: all outstanding Home Finance Amounts at month end, at the date of death or Total Disability or Diagnosis of Terminal Illness. If the date of death or Total Disability or Diagnosis of Terminal Illness corresponds to the due date of an instalment on the Customer's Home Finance, such instalment will be considered to be outstanding. The Takaful Provider shall be liable in relation to the Home Finance Amount in force when the Home Finance was entered into, irrespective of any subsequent changes or restructuring.

2.2 Claim Events:

(a) death prior to the age of 65; or

(b) Permanent Total Disability prior to the age of 65, provided that the Customer was carrying on an Officially Registered Occupation on the commencement of Total Disability. A successful claim for Permanent Total

Disability shall terminate the death coverage under this Policy in relation to the Customer.

(c) Terminal Illness prior to the age of 65, Terminal Illness means an advanced or rapidly progressing incurable illness incurred within the period of insurance, where, in the opinion of the attending physician/specialist and chief medical officer of the company, the life expectancy is no greater than six months.

Fifty percent (50%) of the covered persons sum assured will be paid to the policyholder. The maximum Terminal Illness Benefit a covered person may receive is AED 100,000.

The Terminal Illness Benefit is an extension to death due to any cause benefit. Therefore the Terminal illness is accelerated to death and in case the covered person subsequently dies (whether due to accident or sickness) the company shall pay the remaining outstanding finance balance.

2.3 Eligibility: Customers covered under this Policy must be natural persons granted Home Finance by the Policyholder. Corporations, partnerships and businesses are not eligible for cover under this Policy

2.4 Eligible Customers: Customers who are granted Home Finance facilities by the Policyholder and meet the following criteria at the time of completing their Home Finance Protection Application form/ Medical questionnaire:

- being at least 18 years old.

- be named in the Home Finance documentation.

- being less than 65 year old, Cases above age 65 may be considered on case to case basis.

2.5 Joint Home finance: This Policy covers joint Home finances for which the whole of the Takaful Benefit shall be paid to the Policyholder upon the death or Permanent Total Disability or diagnosis of Terminal Illness of one or both of the Joint Customers according to the terms of this Policy, whereupon this Policy shall cease to cover any remaining Joint Customer.

2.6 Policy Term: One (1) year effective from the Commencement Date and renewable on each Policy Anniversary Date.

2.7 Amortisation schedule: Classical amortisation schedule (equal monthly instalments).

2.8 Coverage: Worldwide, 24 hours

2.9 Deferral of payment : Nil

2.10 Maximum Aggregate Takaful Benefit : A Maximum Aggregate Takaful Benefit of AED 15,000,000 (UAE Dirhams fifteen million only) shall apply to each Customer in respect of all Home Finance covered by this Policy.

2.11 Enrolment : Enrolment to this Policy is compulsory for all Customers. After the Commencement Date, Customers must be enrolled to this Policy simultaneously with their entering into a Home Finance facility with the Policyholder. Enrolment shall be subject to the following requirements which will be evaluated by the Takaful Provider:

Enrolments subject to below underwriting requirements will be evaluated by The Company.

Amounts are shown in UAE Dirham (AED), based on the Aggregate Sum Assured (*)		
Age	18 to 65	Above 65 years
Sum Insured		
AED 6,000,000/ up to attained age of 65 years	Free Acceptance	Medical Questionnaire (MQ) + Medical Underwriting
Above AED 6,000,000	Medical Questionnaire (MQ) + Medical Underwriting	
Free Cover Limit Application	No cover will be provided for the amount above Free Cover Limit until all necessary underwriting evidences are met. For new finances, in case of accumulation of cover across different products, the total sum insured shall be considered for underwriting	

The enrolment can be subject to special conditions - exclusion or restriction of risk.

- (*) the initial Sum Assured considered here is the face amount of the Home Finance facility, the amount financed, prior to any payment to the Policyholder or amortization.

If another Home Finance facility is already covered, its outstanding Sum Assured must be added to the initial Sum Assured of the new Home Finance facility.

- Age : current year minus year of birth of the applicant customer.
- Questionnaire : Medical questionnaire form provided by the Takaful Provider
- **For new finances, in case of accumulation of cover across different products, the total sum insured shall be considered for underwriting**

The individual Takaful cover shall become effective on the latest of these two dates:

- ✓ The date the individual Customer(s) application has been accepted by the Takaful Provider.
- ✓ The date the Home Finance documentation between the Customer and the Policyholder comes into effect and is legally binding on the Customer.

3. Claims for Takaful Benefit

HOW TO CLAIM

- Upon happening of an event giving rise to a claim under this Policy, the Policyholder shall give written notice to the Company but not later than (90) days from the Date of Event.
- Any and all communications related to a claim should be addressed to the following address:

- Telephone : +971 2 305 3873
- You may send an email to InsuranceClaims@bankfab.com / Chitral.eka.Mohan@bankfab.com

Insured Member or Insured Member's representative will contact the above and submit all the applicable claim documents as advised by the above claim department

- Claims for Takaful Benefit are valid only if the Customer was covered under this Policy at date of death or Total Disability.
- The Takaful Provider will pay Takaful Benefit

based on the Customer's correct age. If the Takaful Provider finds that the Customer was over the Maximum Age on the Enrolment Date, the Takaful Provider will return all Takaful contribution amounts paid in respect of such Customer and such Customer would not be entitled to any Takaful Benefit under this Policy.

3.3 Claims for Takaful Benefit under this Policy or any of the Endorsements attached hereto must be notified to the Takaful Provider's claims office as soon as possible but in any event not more than one hundred and eighty (180) days after the occurrence of the Claim Event.

3.4 The Takaful Provider reserves the right to request more detailed information on the circumstances surrounding the death or Permanent Total Disability of the Customer should the circumstances warrant it and so long as such request is reasonable. In particular, the Takaful Provider reserves the right to ask for any other documents which would reasonably be necessary to establish the cause and circumstances of the claim and to satisfy itself that:

- (a) the Customer was actually covered by this Policy and the Takaful Contribution in relation to such Customer is paid;
- (b) the amortization schedule provided corresponds to the characteristics of the Home Finance mentioned in the Enrolment form sent to the Takaful Provider when the Customer was enrolled in the Policy;
- (c) the Customer was within the Maximum Age under the Policy;
- (d) the Takaful Benefit to be paid is not in excess of the Maximum Aggregate Takaful Benefit under the Policy;
- (e) no Exclusions are applicable; and
- (f) all the other terms of this Policy are met.

3.5 Upon notice of a claim from a Claimant, the Takaful Provider will send a claim form to the Claimant within 15 days of such notice and shall advise the Policyholder of the occurrence of the claim. The claim form, along with such supporting evidence as the Takaful Provider may reasonably

require, must be submitted to the Takaful Provider within one hundred and eighty (180) days of death or Permanent Total Disability..

3.6 Each claim must be submitted with:

- (a) a copy of the Home Finance agreement signed by the Customer;
- (b) a certified copy of the amortization schedule of the Home Finance;
- (c) in case of death, a legal death certificate and the official personal identity data of the Customer and any other additional document that may be reasonably required by the claims department of the Takaful Provider; and
- (d) in the case of Permanent Total Disability, evidence that the Customer was carrying on an Officially Registered Occupation on the commencement of Total Disability.

3.7 Evidence of the age of the Customer satisfactory to the Takaful Provider must be provided before any Takaful Benefit in respect of such Customer is paid under this Policy. The age shown on the Customer's passport, travel document, identity card or birth certificate shall be accepted as evidence of age by the Takaful Provider. A copy of such document will be submitted along with the claim form.

3.8 Claims are paid to the Policyholder by the Takaful Provider from the Takaful Account. Any liability for payment to the Policyholder provided for in this Policy or any previous or subsequent understanding and agreement between the Takaful Provider and the Policyholder, whether by way of evidencing or denial, means the liability of the Takaful Account itself, even if the matter is attributable to the Takaful Provider in any form or manner, except in so far as such liability results from the gross negligence, wilful default, fraud or breach of contract of the Takaful Provider.

3.9 All monies payable to or by the Takaful Provider under this Policy shall be paid at the office of the Takaful Provider in Dubai in United Arab Emirates Dirham. The payment by the Takaful Provider to the Policyholder of any sum due under this Policy shall constitute a full and sufficient discharge to the Takaful Provider in respect of that sum.

- 3.10 All Takaful Benefits shall be payable to the Policyholder as the exclusive and irrevocable beneficiary.
- 3.11 The Policyholder recognises that Takaful Benefits received shall relieve the relevant Customer of their corresponding debt to the Policyholder.
- 3.12 No agent of the Takaful Provider is authorized to alter or amend this Policy, to accept Takaful Contributions in arrears or to extend the due date of any Takaful Contribution, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted.

3.13 Other Conditions

- 3.13.1 Coverage is compulsory for all eligible customers under Mortgage Finance Islamic portfolios of the Policyholder and there is no comparable finance available at the Policyholder without the takaful cover offered under this policy. The Policyholder shall keep however the right to call for any available takaful scheme in favour of the financeholders who may not be eligible to this policy as a consequence of their age or of the proper characteristics of their finances, or who would not be eligible under this Policy eventually as a consequence of their health condition.
- 3.13.2 A false declaration, non-disclosure or misrepresentation made by the covered finance holder shall render his cover null and void from inception.
- 3.13.3 If the finance amount exceeds the Free Cover Limit the covered finance holder shall furnish the Company with any information the Company may require (including details of the state of health) in respect of the covered finance holder for the benefits hereunder. Prior to acceptance, the Company may, at its sole discretion, require the covered finance holders to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit. In such cases the covered finance holders may be charged an extra contribution, based on the underwriting decision of the Company, for the finance amount in excess of the Free Cover Limit. Company retains the right to decline the cover in the cases where extremely adverse medical conditions prevail.

The Free Cover Limit set under this Policy is in aggregate of benefits offered to the policyholder

3.13.4 The observance by the covered finance holder of the terms of this policy and the truth of the statements and the answers by the covered finance holder in the Underwriting Questionnaires and other material information provided by the covered finance holder shall be condition precedent to any liability of the Company. If the circumstances in which the takaful contract was entered into are materially altered without the written consent of the Company, the policy shall become null and void. This clause is only applicable to finance amount exceeding the Free Cover Limit.

3.13.5 If any claim under this policy is in any way fraudulent or unfounded, all benefits under this policy shall be forfeited in respect of the particular covered finance holder.

5.13.6. This policy shall be governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and United Arab Emirates. Any claims and or dispute arising out of or relating to this policy shall be subject to the exclusive jurisdiction of the competent courts of the Emirate of Abu Dhabi.

5.13.7 All monetary amounts specified in this policy are expressed in the currency Dirham, referred to herein as UAE Dirham.

5.13.8 No legal action for a claim can be brought against the Takaful Provider until sixty (60) days after proof of loss is received. No legal action for a claim can be brought against the Takaful Company more than two (2) years after the occurrence of the covered event.

5.13.9 No agent is authorized to alter or amend this Policy, to accept contributions in arrears or to extend the due date of any contribution, to waive any notice or proof of claim required by this Policy, or to extend the date before which any such notice or proof must be submitted. No change in this Policy shall be valid unless approved by the Takaful Company and evidenced by endorsement hereon or by amendment hereto, signed by the Policyholder and by an executive officer of the Takaful Company.

5.13.10 The Company will pay benefits based on the covered finance holder's correct age. The Company will return all contributions paid in respect of a finance holders if the Company finds that he was under or over the eligibility age at Entry Date.

5.13.11 A finance holder's cover under this Policy shall be non-assignable.

5.13.12 Policy benefits in case of Death or Permanent Total Disability or Terminal Illness shall be payable to the Policyholder as the exclusive and irrevocable beneficiary. The Policyholder commits to recognise such benefits payments as payments made by the covered finance holder himself to clear (or compensate for) his outstanding finance.

5.13.13 Joint Fianace are covered and reimbursed at 100% of sum covered in case of death/disability of one finance holder or both finance holders.

6. Exclusions

GENERAL EXCLUSIONS

No Protection Benefits under this Plan shall be payable in respect of Covered Members where the event giving rise to a claim under this Plan occurs directly or indirectly from any of the following causes;

1. War and Civil War Exclusion Clause

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto including express or implied obligations to "follow the settlements", "follow the fortunes" or similar, it is agreed that this Agreement entirely excludes loss, liability, damage, cost or expense, including legal costs, of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- i. War, civil war, war-like operations (whether war be declared or not), hostilities, invasion, acts of a foreign enemy, mutiny, strikes, riots, civil commotion, assuming proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution,

military or usurped power, malicious damage, martial law.

- ii. Any action taken in controlling, preventing, suppressing or in any way relating to the excluded situations in (i) above, including, but not limited to, confiscation, nationalization, damage to or destruction of property.

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

2. Worldwide Terrorism Exclusion Clause

Notwithstanding any provisions to the contrary within this Agreement and/or underlying agreements and/or endorsements thereto, including express or implied obligations to "follow the settlements", "follow the fortunes" or similar, it is hereby understood and agreed that all loss, liability, damage, costs, expenses, or legal expenses of whatsoever nature directly or indirectly caused by, resulting from, or in any way connected with or arising out of any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss is entirely excluded from this Agreement.

Act of Terrorism includes any act, or preparation in respect of action, including but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including but not limited to:

- i. the intention to influence or affect the conduct of any government (de jure or de facto); and/or
- ii. to put the public, or any section of the public in fear; and/or
- iii. to commit violence or threaten violence against one or more persons (whether legal or natural); and/or
- iv. damaging tangible or intangible property; and/or

- v. endangering life; and/or
- vi. creating a risk to the health or safety of the public or a section of the public; and/or
- vii. an act designed to interfere with or disrupt an electronic system.

This article excludes loss, liability, damage, cost, expenses or legal expenses of whatsoever nature directly or indirectly resulting from, caused by or in connection with any action or decision of a government agency or other entity to prevent, control, respond to or terminate or in any other way relating to actual or alleged Acts of Terrorism. Such loss, liability or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss, liability or damage.

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

3. Radioactivity and nuclear reactions:

In no event will this Agreement provides coverage for loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, or nuclear explosion, pollution, contamination and/or fire following thereon, and release of weapons of mass destruction that do not involve an explosive sequence.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above. In the event any portion of these exclusions is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 4. Sexually transmissible diseases, AIDS or the presence of any human immunodeficiency virus or any antibodies to such virus is only applicable for disability.
- 5. Attempted suicide, judicial sentence or intentional self-inflicted injury / illness whilst sane or insane will be excluded for 24 months from the commencement date of the plan.

- 6. Any participation or training for any dangerous or hazardous sports or competition or riding or driving in any form of race or competition. Underwater activity necessitating the use of artificial breathing equipment.
- 7. The Person Covered being in or upon or entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type fixed transport organization providing regular air services between duly established airports in which he is traveling as a pilot, cabin crew or fare-paying passenger.
- 8. Misuse of drugs
- 9. Pre-existing conditions for disability cover only
- 10. It is hereby understood and agreed that this agreement shall not apply to and does not cover any loss or damage or actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity.
- 11. Directly or indirectly occasioned through any felony or criminal act of the Insured Person
- 12. Mental and/or nervous disorders.
- 13. Self-inflicted injury.
- 14. The insured is member of the Army, Navy, Air Force, Police Force, or any other Security Force of any state, country or nation except when they are not on duty and if the claim arises from civilian activities;

ADDITIONAL EXCLUSION APPLICABLE TO NEW FINANCES

Epidemic/pandemic exclusion Notwithstanding anything contained herein to the contrary, this policy does not cover any claim, loss or expense arising out of, resulting from, caused by or contributing to, whether directly or indirectly, any medical condition, deterioration or complication related to COVID 19 / SARS-CoV-2 or any other epidemic or pandemic disease” .

- 7. **Passive War Risk**
- 7.1 As per agreed wording

8. Variation

8.1 The Takaful Provider reserves the right to vary terms and provisions of this Policy, by means of an Endorsement on any Policy Anniversary Date in any or all of the following events:

- (a) if there is a change in the basis used for calculating the Takaful Benefits under the Policy;
- (b) if there is a change in the Eligibility requirements for Enrolment into the Policy;
- (c) if the Home Finance facility is transferred to a new entity other than an Affiliate of the Policyholder, the Policyholder ceases the Home Finance facility, there is change of Takaful Provider, or a change of ownership of the Takaful Provider; or
- (d) if it wishes to make changes to the rate of the Management Agency Fee or the Mudarib Profit Share by means of a Public Announcement

9. Termination

9.1 Cover under this Policy shall automatically terminate at the earliest of the following:

- (a) the Customer reaches age of 70;
- (b) settlement by the Customer of the Finance Amount Outstanding, including by way of early settlement;
- (c) cancellation by the Policyholder of the Home Finance of the Customer, for whatever reason;
- (d) Upon notification of a Death claim or on payment of a Permanent Total Disability of the customer or one of the customers in case of joint customers.
- (e) termination of this Policy between the Takaful Provider and the Policyholder by mutual consent;
- (f) In case of Bad Debt;
- (g) Notwithstanding any of the provisions of this Policy, in the event that the Takaful Provider exercises its right to vary terms and provisions of this Policy pursuant to Clause 8.1, the Policyholder shall have the right to withdraw from this Policy with 90 days notice or subject to the mutual agreement with the policy holder.

9.2 Notwithstanding anything contained in this Clause, the cover in respect of any Customer shall in no event continue after the Customer's Maximum Age or on such earlier date at which he ceases to be a Customer.

9.3 The Takaful Provider or the Policyholder may terminate this Policy at each Policy Anniversary Date by either Party giving written notice to the other by registered post. Such notice must be provided not less than ninety (90) days prior to the relevant Policy Anniversary Date.

9.4 Notwithstanding Clause 9.3 this Policy shall remain in force in respect of existing Customers until termination of their individual Home Finance facilities, continued payment by the Policyholder to the Takaful Provider of the monthly Takaful Contributions due.