

## GROUP LIFE TAKAFUL CERTIFICATE TERMS AND CONDITIONS

**Definition:**

In this Certificate the following words and phrases have the following meanings:-

The Certificate holder	Abu Dhabi Commercial Bank, PJSC, UAE.
Company	Noor Takaful
The Certificate No.	CERT/GFT/002/108/2011/00008 together with any Endorsements issued by the Company to the certificate holder.
Commencement Date	01/08/2015 (same day in every subsequent year and subject to renewal between Abu Dhabi Commercial Bank PJSC, Abu Dhabi and Noor Takaful)
Enrolment Date	Is the date from which the customer becomes a Member where he is automatically enrolled under the Certificate.
Certificate Year	Any period of twelve months commencing on any Certificate Anniversary Date.
Certificate Anniversary Date	1 <sup>st</sup> July 2016 and the same day in every subsequent year.
Excellency Customers	Account Holder/ Customers having a minimum total relationship balance of AED 500,000/- or a mortgage relationship of minimum AED 3,678,000 (USD 1 million) or a Salary Transfer of AED 100,000/-
Member	Any individual who is a valid Excellency Customer of the Certificate holder and as long as he maintains an active account status (please refer to bank's Account Terms and Condition of Active Account status).
Sum Covered	The Takaful benefit amount payable, subject to terms & conditions of the Certificate.
Maximum Sum Covered	AED 100,000/- per Member.

- In this certificate, where the context admits, the masculine gender includes the feminine gender and the singular number includes the plural and vice versa.
- In case of Joint Account holders (please refer to bank's Account Terms and Conditions for definition of Joint Account holders) the benefits/Sum Covered will be shared equally among the account holders. Also Joint Account holders will be treated as one Member as defined above or the purpose of Maximum Sum Covered.

**The Benefits:**

Death due to any cause: 100% of Sum Covered is payable.

**Certificate conditions:**

1. The Takaful cover in respect of each member shall take effect automatically on the date the account holder becomes an Excellency Customer with the Certificate holder.
2. Minimum and maximum age at entry under the certificate is 18 to 64 years respectively.
3. In the event of the death of a member while covered hereunder the Company will, subject to the provisions and conditions of the Certificate, pay to the Certificate holder the Sum Covered.
4. The maximum Sum Covered payable by the Company on any one life irrespective of number of accounts held by Excellency customers shall be limited to one Sum Covered in this Group Takaful Scheme for account holder's certificate.
5. Any Sum Covered payable by the Company under this Certificate shall be paid to the Certificate holder and the payment by the Company to the Certificate holder of any sum due under the Certificate shall be a complete discharge to the Company in respect of that sum.
6. Any Sum Covered received by the Certificate holder will be applied against Excellency Customer outstanding dues, if any, and remaining amount will be discharged to the client beneficiaries as per client's Will (if existing) or the Succession Certificate received by the Certificate holder.
7. The cover on an account holder shall terminate on the following conditions:-
  - a. failure of the Certificate holder to pay the contribution subject to the provisions of the Certificate.
  - b. Member is aged over 65.
  - c. Excellency Customer ceases to become a Member.
  - d. Member ceases to be a resident of UAE as per valid residence visa in the passport
8. In the event of a claim it must be notified to the Company as soon as possible but in any event not more than 90 days after the occurrence of the incident giving rise to the claim, together with any supporting evidence required by the Company
9. This Certificate is subject to and shall be construed in accordance with the Laws of U.A.E.
10. All monetary amounts specified in this Certificate are expressed in the currency Dirhams, referred to herein as U.A.E. Dirhams.
11. No Takaful Company shall be deemed to provide cover and no Takaful Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Takaful Company to any sanction,

# NOOR TAKAFUL

Takaful Cover- Excellency

prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, France or Germany

## Exclusions:

Notwithstanding anything contained in any of the Endorsements attached to the Certificate, no benefit will be payable under any of those Endorsements if death occurs either directly or indirectly as a result of any of the following causes.

1. Active participation in a war or in warlike operations.

Coverage does not cease when terrorist activity is involved as long as the covered Member is not an active participant, however, excluding any claims as a result of nuclear weapons or devices

"Active Participant" in warlike 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 Jaw and order in case of a warlike operation, or any other person who takes up arms in an active or defensive role.

**"Warlike operations" means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial Jaw or state of siege.**

The above exclusion shall not apply if a Member is non-participant and is an innocent bystander. However, above exclusion shall apply for Takaful coverage including Passive War Cover in a) Iraq, Afghanistan, Libya, Palestine, Israel, Syria, Iran, Sudan, Yemen and any other country where war or war like operation takes place; b) Where a member remains in a country for more than 28 days following an outbreak of war in that country; and c) Where a member is travelling to or visiting a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or the USA or the EU or any other competent International Agencies or if Foreign Offices advice against all travel in that country or where there are war like operations.

2. A Policeman or any Security Personnel or any other person of similar occupation who is acting in the course of his/her duty will be deemed to be held covered. However, active participation in war is excluded.

3. Destructive Agents Exclusion

This certificate does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion shall apply to non-participant & innocent bystander too.

## Exposure and Disappearance Clause

In consideration of the Contribution paid hereon it is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this Takaful except as specifically provided herein, if a Member covered under this scheme disappears during the currency of this Takaful and his body is not found within one year after his disappearance and sufficient evidence is produced satisfactory to the Company that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the Company shall forthwith pay the death benefit under this Takaful, provided that the person or persons to whom such sum is paid, shall sign an undertaking to refund such sum to the Company if the covered Member is subsequently found to be living.

## Claims Documentation

All the claim documentation for the Relevant Benefit should be supported by:

1. An official letter signed by the Certificate holder intimating the claim.
2. Duly completed Claim Form.

## DEATH DUE TO ANY CAUSE BENEFIT

### i) Death occurring in UAE :

- Original or true copy of the Death Certificate duly stating the cause of death
- Passport Copy of deceased with valid visa page at the time of Death.
- Wherever legally possible, a Post Mortem Report will be required, along with a Police Report if Death was due to an Accident.
- A detailed Medical Report is to be submitted if the actual cause of Death is not clearly mentioned on the Death Certificate.
- Any other documents pertaining to the claim which the Company may require.
- Latest Bank statement showing proof that the Monthly Fee has been recovered from the Account holder.

### ii) Death occurring outside UAE :

- The Original or a verified true copy of the Death Certificate with cause of death must be submitted duly notarized and attested by the UAE Embassy of the country where death took place. Subsequently the same should be attested by the Embassy of the country in the UAE and Ministry of Foreign Affairs in UAE.
- Passport Copy of deceased with valid visa page at the time of Death.
- Wherever legally possible, a Post Mortem Report will be required, along with a Police Report if Death was due to an Accident.
- A detailed Medical Report is to be submitted if the actual cause of Death is not clearly mentioned on the Death Certificate.
- Any other documents pertaining to the claim which the Company may require.

## ALTERNATIVE PROOF OF CLAIM (Last resort):

In the event of inability of the Company to obtain the Death Certificate or the Medical Report as the case may be, the Company shall request for any other form of proof of Death as it may consider appropriate that can satisfy the Company as to:

- (a) The occurrence date of the event
- (b) The cause of the death or disability of the covered Member.

All the above documents will have to be verified and accepted by the Company.