

Provisions & Conditions

Takaful Scheme:

Abu Dhabi Islamic Bank PJSC – Personal Finance Takaful Scheme is offered on a voluntary basis by Policyholder to its customers, to provide Takaful Cover against the following:

1. **Death due to any cause**
2. **Permanent Total Disability (Accident or Sickness).**

At the Date of Event of **Death due to any cause** or at the Date of Event of when **Permanent Total Disability due to Accident or Sickness** is recognized, the Takaful Provider shall provide a Takaful Benefit equal to the Outstanding Finance Amount subject to the Provisions and Conditions of the Policy.

Definitions:

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

Takaful Provider:	means the Company which runs the takaful operations as an agent for the Policyholder(s) for the agreed/determined fees and invests the Takaful Contribution Amount(s) (balance of the Insurance Account) as “Mudarib” against the agreed percentage of the return of the investment.
Policyholder:	means a Policyholder (or entity) also described as “Organization”. It is a person (or entity) who contributes the Takaful Contribution Amounts (i.e. participations/premiums) from the Insurance Account after deducting the agency fees and from his share from the profit, to be quantitatively enough to indemnify in return losses and damages sustained by him or by others insured who are collectively exposed to the common insured perils, wherever the expression (Policyholder) appears in this policy, it shall mean the parts contracted with the Company, or the Policyholder.
Accident:	means bodily injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes that are unexpected, unforeseeable and not attributable to the Scheme Member intentional self-injury or suicide.
Certificate of Takaful Cover:	means the certificate issued to the Scheme Member confirming his/her participation in this Takaful Scheme.
Date of Event:	means any one of the following: <ol style="list-style-type: none">1. In respect of Death the date of Death resulting from any cause except those expressly excluded, happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, if later, and during the Period of Finance from the date mentioned on the Certificate of Takaful Cover.2. In respect of Permanent Total Disability the date of recognition of Permanent Total Disablement by a competent authority, recognized by the Takaful Provider, resulting from an Accident or Sickness happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, if later, and during the Period of Finance.
Death:	means death due to any cause of the Scheme Member other than those mentioned under the Exclusions of this Policy.
Nominated Beneficiary:	means the person(s) nominated by the Scheme Member and who is entitled to receive Takaful Benefit under this Takaful Scheme from the Takaful Provider. Takaful Benefit payable is automatically assigned by the Scheme Member to the Policyholder for the repayment of the Outstanding Finance Amount owed by the Scheme Member to the Policyholder.
Normal Date of Inclusion:	means the date on which a Scheme Member qualifies to be included in the Takaful Scheme. It is the date on which the Scheme Member is enrolled in Abu Dhabi Islamic Bank PJSC Personal Finance Takaful Scheme or the Policy Commencement Date, whichever is later.
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, excluding profit, at the Date of Event of Death or Permanent Total Disability owed by the Scheme Member to the Policyholder as per the amortization schedule of the Policyholder
Permanent Total Disability:	means a Scheme Member having been permanently and totally disabled for 12 consecutive months as a result of Accident or Sickness which prevents the Scheme Member from engaging in any occupation, and provided that Takaful Provider is satisfied that he will be so rendered indefinitely.
Pre-Existing Conditions:	means Accident, Sickness or any complications 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 Accident or Sickness 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.
Sickness:	means sickness or disease contracted for the first time by the Scheme Member after the Policy Commencement Date or Normal Date of Inclusion, whichever is later.
Scheme Member:	means Abu Dhabi Islamic Bank PJSC Finance Customer who is eligible for takaful coverage under this Scheme.

Takaful Benefit:	means the amount entitled for the Nominated Beneficiary in the event of any risks stipulated under this scheme occurred and notwithstanding evidence and assessment, which is established by virtue of occurrence and subject to the Provisions & Conditions of this Policy.
Takaful Contribution Amount:	means the cash amount paid by the Scheme Member as contribution to participate in the Takaful Scheme.

Exclusions:

No Takaful Cover Amount will be payable if the Death due to any cause or Permanent Total Disability due to Accident or Sickness of the Scheme Member results directly, wholly or partly as a result of or related to:

- a. **Suicide;**
- b. **Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognized medical practitioner);**
- c. **Mental and nervous disorders;**
- d. **Pre-Existing Conditions including Accident, Sickness or any complications 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 Accident or Sickness 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;**
- e. **Drugs or alcohol usage;**
- f. **Involvement in any underwater activity;**
- g. **Engaging in any illegal act, breach of Law or criminal act;**
- h. **Engaging in or taking part in any naval, military or air force operation;**
- i. **Losses in connection with nuclear energy;**
- j. **Illegal: Pregnancy, abortion or childbirth;**
- k. **Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline or charter service;**
- l. **AIDS and HIV related diseases;**
- m. **Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;**
- n. **Disappearance, kidnapping or ransom;**
- o. **Active War, Passive War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, terrorism, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, military or usurped power or any acts of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence;**
- p. **Atomic, Biological, and Chemical contamination as a result of terrorism;**
- q. **Political risks motivation;**
- r. **Terminal Illness [diagnosed to die or become total and permanently disabled within the next 12 months by certified doctors] within 6 months of inception date;**
- s. **Finance or liability settlement taken out for medical reasons;**
- t. **Death or Permanent Total Disability in connection with any disease/treatment not specified in the Declaration of Good Health or Medical Health Questionnaire as signed by the Scheme Member will be considered as a fraudulent claim and will discharge the Company against any liability whatsoever;**
- u. **Claim notified after 90 days from the Date of Event of Death or Permanent Total Disability.**

If the Takaful Provider alleges that by reason of these Exclusions any loss is not covered by this Takaful Scheme, the burden of proving the contrary shall be upon the Policyholder.

How to File a Claim:

A written notice of a claim must be presented to and received at the office of the Takaful Provider immediately but in any case not later than ninety (90) days after occurrence of commencement of any loss covered under this Takaful Scheme. The Scheme Member or its Nominated Beneficiary will provide, at his own expense, all certificates, information and evidence as required by the Takaful Provider in respect of the claim to the following address:

Abu Dhabi National Takaful Co. PSC
 Claims Department
 P.O. Box 35335
 Abu Dhabi, United Arab Emirates
 Tel: +971.2.4107700 Fax: +971.2.4107800

Failure to provide all information requested by the Takaful Provider for the assessment of the claim will result in the denial of the claim thus discharging the Takaful Provider from any liability whatsoever.

Important Note:

Subject to the Provisions & Conditions, any refund of Takaful Contribution Amount in the event of early cancellation or settlement shall be done on a case-to-case basis and it shall be based on the calculation as provided by Abu Dhabi National Takaful Co. PSC.

This Takaful Scheme is governed by the Policy so please make sure to read the extract of the Provisions & Conditions of the Policy provided to you along with this Certificate of Takaful Cover carefully to understand the Takaful Cover. If you need any clarification, please contact Abu Dhabi Islamic Bank PJSC or Abu Dhabi National Takaful Co. PSC.