

Annexure 2 - Specimen Customer Communication

Takaful Credit Shield Plus Certificate

We welcome you as a The National Bank of Ras Al Khaimah (PSC) Public Joint Stock Company – Islamic Banking Division Credit Cardholder to enjoy the Benefits of this Takaful Credit Shield Plus Certificate. We request you to go through the Cover details in order to understand thoroughly the extent and terms of the Cover offered.

IMPORTANT NOTICE

- Cover automatically starts from the Commencement Date.
- In the first two Card statements after Commencement Date, the Cover is free of charge and thereafter a nominal rate will be applied on the total outstanding amount in each subsequent month's Card statement.
- The Cardholder has the option to opt out of the Cover at any time. However, once opted out, the Cardholder will not be allowed to re-join the Cover.
- The Cover is applicable only for Primary Cardholder and excludes Corporate Cards.
- The Cardholder should be of age between 21 (18 years for UAE Nationals only) to 65 years in respect of Death, Permanent Total Disablement and Critical Illness covers, and between 21 (18 years to UAE Nationals only) to 60 years in respect of Involuntary Loss of Employment Cover.
- The Geographical Limit in respect of Death or Permanent Total Disablement or Critical Illness Cover is 24 hours 'Worldwide', and in respect of Involuntary Loss of Employment Cover is 'United Arab Emirates'.
- The Cover is subject to the Jurisdiction of the competent courts of United Arab Emirates and governing law of United Arab Emirates.
- Involuntary Loss of Employment Cover will not be offered to cardholders who are self-employed.
- The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division / Islamic Arab Insurance Company - SALAMA reserves the right, at any time, to change the terms, conditions, rates and/or reject, discontinue or cancel the Cover applicable without assigning any reason thereof.
- All the benefits payable under this Cover shall be adjusted by Islamic Arab Insurance Company - SALAMA against the Cardholder's total amount outstanding on his Credit Card with The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division.
- In the event of Involuntary Loss of Employment benefits being provided to the Cardholder, the Cardholder shall notify the Islamic Arab Insurance Company - SALAMA immediately upon Re-employment but not later than 15 days from the date of Re-employment.
- The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division is not at any time considered as an agent of Islamic Arab Insurance

Company - SALAMA. Any claims or contestations for any takaful coverage shall be negotiated directly with Islamic Arab Insurance Company - SALAMA.

- The Cardholder consents and authorizes the The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division to disclose and report any financial or non-financial information related to all his/her Credit Card Accounts with the The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division to the Islamic Arab Insurance Company - SALAMA, in compliance with the terms and conditions of the Cover. The Cardholder agrees and declares that he/she will not assert any claim, against The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting to the Islamic Arab Insurance Company - SALAMA.

DEFINITIONS

For the purpose of this plan, the following definitions shall apply unless the context otherwise requires:

Accident means where the bodily injury is caused solely and directly by external violent means, and is unexpected and unforeseeable.

Benefit(s): means the claim payable under the scope of this Contract in respect of Death or Permanent Total Disablement or Involuntary Loss of Employment or Critical Illness of the Cardholder.

Beneficiary: means the beneficiary entitled to the Benefits according to this Contract.

Cardholder(s) means the primary holder of the Credit Card with the Certificateholder who has not unsubscribed to the Benefits under this Contract and has not been disqualified by the provisions of this Contract to be eligible to receive the Benefits under this Contract.

Commencement Date means the date the Covered Person is enrolled for the Contract by the Certificateholder. Cardholders are automatically enrolled for this Contract on issuance of the Credit Card.

Company / Takaful Company means Islamic Arab Insurance Company - SALAMA, P.O Box 10214, Dubai, United Arab Emirates.

Coverage / Cover means the scope of Takaful coverage pursuant to this Contract.

Covered shall mean covered under the coverage pursuant to this Contract.

Coverage Amount means the maximum amount of Benefit and/or limit mentioned in this Contract in relation to a Covered Benefit hereunder.

Covered Person means the person(s) entitled for Coverage according to this Certificate, namely the Cardholder.

Cover Period means the Contract period on or after Commencement Date during which the Benefits under the Contract shall apply.

Card means the Credit Card including additional / supplementary Cards which have been nominated as the facilities to which the benefit under this Certificate is to apply.

Critical Illness means any of the following:

a) Cancer

A disease manifested by the presence of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin's Disease. Any non-invasive cancer in-situ, Hodgkin's Disease state 1, prostate cancer stage A, all skin cancers except invasive malignant melanoma (starting with Clark Level III) and any malignant tumour in the presence of any Human Immunodeficiency Virus are excluded.

b) Heart attack (myocardial infarction)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis for this will be evidenced by all of the following criteria:

- a) history of typical chest pain
- b) new electrocardiogram changes
- c) elevation of infarction specific enzymes
- d) Non-ST segment elevation myocardial infarction (NSTEMI) with elevation of troponin I or T is excluded.

c) Stroke

Any cerebrovascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue, haemorrhage and embolization from an extracranial source. Evidence of neurological deficit for at least 3 months has to be produced.

d) Coronary artery (bypass) surgery

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography. With regard to this Contract, angioplasty and/or any other intra-arterial procedures are excluded.

e) Kidney failure (end-stage renal disease)

End-state renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out.

f) Major organ transplantation

The actual undergoing of a transplantation as the recipient of a heart, lung, liver, pancreas, kidney or bone marrow.

g) Multiple sclerosis

Unequivocal diagnosis of multiple sclerosis by a consultant neurologist holding such an appointment at an approved hospital. The Covered Person must exhibit neurological abnormalities that have existed for a continuous period of at least six months or must have had at least two clinically documented episodes. This must be evidenced by the typical symptoms of demyelisation and impairment of motor and sensory functions.

Date of Event means any one of the following:

1. In respect of *Death* the date of Death resulting from any cause except those expressly excluded, happening or manifesting on or after the Commencement Date and during the Cover Period.
2. In respect of *Permanent Total Disablement* the date of recognition of Permanent Total Disablement by a competent authority resulting from any cause except those expressly excluded, happening or manifesting on or after the Commencement Date and during the Cover Period.
3. In respect of *Critical Illness* the date of diagnosis of Critical Illness by a competent authority resulting from any cause except those expressly excluded, happening on or after the Commencement Date and during the Cover Period
4. In respect of *Involuntary Loss of Employment*, the date of notice of termination served to the Covered Person on or after the Commencement Date and during the Cover Period.

Death means death due to any cause except those expressly excluded under the Contract.

Indebtedness means the total amount outstanding in the Credit Card as on the Date of Event but excluding any Credit Card facility availed after the Date of Event subject to a maximum of Covered Person's credit limit.

Compensation Period means in respect of Involuntary Loss of Employment the Compensation Period specified in the Schedule of this Contract commencing from the Date of Event.

Involuntary Loss of Employment (ILOE) means unemployment of the Covered Person arising out of the unilateral decision of the employers to terminate his employment contract without citing any reason or for any reason other than those mentioned under exclusions in the Contract.

Maximum Coverage Age is 65 years for Death/Permanent Total Disablement/Critical Illness and 60 years for Involuntary Loss of Employment.

Minimum Payment Due means the 'Minimum Payment Due' mentioned in the Credit Card billing statement issued for the period covering the Date of Event.

Permanent Total Disablement means either of the below arising out of a cause not specifically excluded under this Contract

- a) Permanent loss of sight of both eyes.
- b) Physical severance/amputation of two limbs
- c) Complete and permanent paralysis
- d) Totally Disabled and the Covered Person is rendered unable to earn income in any occupation, trade or profession for which the Covered Person could reasonably be expected to be suited through education, training or experience

Provided that the disability shall be for a period of six consecutive months and that the Company is satisfied that the Covered Person will be so rendered indefinitely. However this time limit shall not apply to cases of physical severance/amputation of limbs.

Certificateholder / Participant: means The National Bank of Ras Al Khaimah (PSC) a Public Joint Stock Company – Islamic Banking Division, Ras Al Khaimah, United Arab Emirates.

Certificate/Contract: means this Certificate based on the principles of sharia, particularly Takaful principles, including any schedules, subsequent terms, conditions, tables, exclusions, endorsements and application form (if any).

Pre-existing Condition means illness, disease or sickness occurring or manifesting prior to the Commencement Date, for which advice or treatment was sought or obtained from a medical practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve months immediately prior to the Commencement Date.

Re-Employment means accepting and starting work for a new employer or the same employer under a new employment contract within 12 (twelve) months from the date of Involuntary Loss of Employment.

SCOPE OF COVER

- Death or
- Permanent Total Disablement or
- Critical Illness or
- Involuntary Loss of Employment

Due to any cause other than those specifically excluded, happening, occurring or manifesting on or after the Commencement Date and during the Cover Period.

AMOUNT COVERED

1. In respect of Death or Permanent Total Disablement of the Cardholder, The Cardholder's indebtedness as on the Date of Event subject to a maximum of AED 500,000 across all credit cards of Certificateholder/RAKBANK.
2. In the event of Cardholder being diagnosed with one or more of the Critical Illness covered hereunder and arising out of a cause not specifically excluded herein, during the Cover Period, the Company shall pay the Cardholder's indebtedness as on the Date of Event subject to a maximum of AED 500,000 across all credit cards of Certificateholder/ RAKBANK.
Provided that:
 - The Cardholder should have survived for one month after the diagnosis of the Critical Illness
 - No Benefit is payable if the Date of Event falls within a period of three months on or after the Commencement Date.
3. In respect of Involuntary Loss of Employment for the Cardholder, 10% of the Indebtedness as on the Date of Event for that month, subject to a maximum of Dhs 8,000 for every month of unemployment up to a maximum of 12 months. The Benefits shall not be payable for the first 30 days of unemployment. The Benefits are payable only if the Date of Event falls after 120 days of the Commencement Date.

PROVIDED THAT:

1. The Covered Person remains unemployed during the Cover Period for which the Benefit under this Contract is paid and shall provide all necessary proofs as may be called upon by the Company in order to substantiate his unemployment
2. The Covered Person/Certificateholder shall inform the Company as soon as the Covered Person accepts an alternative job within twelve (12) months period from the date of his actual unemployment. If the Company, within 6 months from the date of settlement of claim, discovers that the Cardholder has been terminated due to any of the excluded causes then the Company shall have the right to recover the entire claim settled. In case, the Company discovers that the Covered Person is reemployed within twelve (12) months from the date of submission of the claim documents from the Certificateholder, then the Company has the right to recover the difference between the admissible claim amount and the actual claim paid (proportionate)from the Certificateholder.
3. The Covered Person has been continuously employed with the same employer for a minimum of 3 months or until the date of confirmation whichever is later.

CONDITIONS

- 1) The Covered Person/ Certificateholder shall furnish the Company with any information the Company may require (including details of the state of health) in respect of the Covered Person for the Benefits hereunder. Prior to acceptance, the Company may, at its sole discretion, require the Covered Person to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit.
- 2) The Benefits under this Contract shall be extended only to primary Cardholders and not to additional or supplementary Cardholders.
- 3) In the first two card statement after Commencement Date, the Cover is free of charge and thereafter a nominal rate will be applied on the total outstanding amount in each subsequent month's card statement. The Cardholder has the option to opt out of the Cover at any time. However, once opted out, the Cardholder will not be allowed to re-join the Cover.
- 4) Notwithstanding anything contained herein to the contrary the benefits under this Contract in respect of a particular Covered Person shall terminate upon the happening of any one or more of the following:
 - a) Cancellation of the Covered Person's Credit Card.
 - b) the Covered Person having attained the Maximum Coverage Age .
 - c) the Covered Person's Death or Permanent Total Disablement or Critical Illness;
 - d) the Covered Person becomes a defaulter for a period of 120 days in respect of ILOE and 180 days in respect of Death or Permanent Total Disablement or Critical Illness. However, the Contract for such Cardholder will be automatically reinstated once the Covered Person has paid his dues;
 - e) Covered Person becoming unemployed voluntarily. However, the termination of Contract in respect of the particular Covered Person in such event shall be only in respect of Involuntary Loss of Employment;
 - f) 6 months prior to the Covered Person's normal retirement date depending upon the age of the Covered Person and the law of the land where he is employed. However, the termination of the Contract in respect of the particular Covered Person in such event shall be only in respect of Involuntary Loss of Employment;
 - g) Cancellation of the Benefits under this Contract by the Certificateholder or the Covered Person at any time in accordance with the terms and conditions of the Contract.
- 5) The observance by the Certificateholder/Covered Person of the terms of this certificate and the truth of the statements and the answers by the Certificateholder/ Covered Person in the proposal and other material information provided by the Certificateholder/ Covered Person 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 plan shall become null and void in respect of the particular Covered Person.

- 6) If any claim under the Contract is in any way fraudulent or unfounded, all Benefits under this Contract shall be forfeited in respect of the particular Covered Person.
- 7) **Governing Law & Jurisdiction**
This Contract shall be governed by and construed in accordance with the applicable laws in force in the United Arab Emirates to the extent they do not contradict with the principles of sharia, in which case the latter shall prevail. This Contract is subject to the jurisdiction of the competent courts of the United Arab Emirates.

EXCLUSIONS

- 1) No Benefits under this Contract shall be payable in respect of a Covered Person where the event giving rise to a claim under this Contract occurs as a result of:
 - a) Death by suicide within 12 months of the Commencement Date;
 - b) Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognised medical practitioner);
 - c) The effects or complications arising from pregnancy;
 - d) Any Accident occurring on or in or about any aircraft other than an aircraft in which the Covered Person was travelling as a bonafide passenger, crew or pilot and which is operated by a licensed commercial or chartered airline;
 - e) Nuclear radiation, nuclear fission, nuclear fusion and/or radioactive contamination
 - f) Riot, civil commotion, strikes and war (whether war be declared or not), rebellion, insurrection, resurrection, popular rising, usurped power, terrorism
 - g) The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner but this exclusion shall not apply to Death arising out of the above reason.
 - h) Due to chronic illness / condition but this exclusion shall not apply to Death resulting from chronic illness/condition.
 - i) Illness due to pre-existing condition but this exclusion shall not apply in respect of Death occurring after a continuous period of 6 months from the Commencement Date in respect of the particular Covered Person.
 - j) Acquired Immune Deficiency Syndrome (AIDS), AIDS related Complex (ARC) as defined by the World Health Organisation from time to time; or the presence of the Human Immunodeficiency Virus (HIV) as revealed by the positive HIV antibody or HIV test.
- 2) The Benefits under this Contract shall not be payable to the Covered Person where the Covered Person has received or has applied to receive a similar benefit covering the same thing under any other product and/or Takaful in respect of the period for which the Coverage under this Contract shall apply.
- 3) The Company is not liable in respect of Involuntary Loss of Employment arising out of and/or attributable to and/or in connection with the following:
 - a) Employment on a fixed term contract for less than 2 years or part time or temporary employment.

- b) Resignation or leaving by mutual agreement or voluntary unemployment or redundancy after voluntary breaks from employment in excess of normal holiday entitlement.
- c) Disability, sickness or accident or any other medical reasons (mental and/or physical).
- d) Involuntary Loss of Employment which starts within 120 days of the Commencement Date.
- e) Where the Covered Person was aware of pending unemployment on or before the Commencement Date.
- f) Where the unemployment is a normal seasonal part of the employment or due to non-renewal of employment contract by the authorities.
- g) Where the Covered Person has neither been terminated nor become redundant but his/her salary or allowances is being withheld in part or in full for any reason of the employment contract.
- h) Unemployment due to any of the following
 - i. Misconduct
 - ii. Refusal to accept orders from the superiors
 - iii. Convicted in a crime
 - iv. Dishonesty or fraudulent act
 - v. Non performance or under performance
- i) The period for which payment from the employer is received instead of working notice
- j) Termination of employment due to voluntary retirement.
- k) Company failure where a contributing cause was a natural catastrophic peril.
- l) Emiratisation

Claims Procedure

Upon happening of an event giving rise to a claim under this Contract, the Covered Person/Covered Person's representatives/ Certificate holder shall follow the following procedure:

- a) Give immediate written notice to the Company but not later than 120 days from the Date of Event
- b) The Certificate holder or the Covered Person or the Covered Person's representative shall complete the standard claim form issued by the Company and produce at no cost to the Company with such evidence to substantiate the claim to the satisfaction of the Company as the Company may reasonably require;
- c) The Covered Person or the Covered Person's representative or the Certificateholder shall submit the following documents within 180 days from the Date of Intimation to the Bank:

A. For Death Claim:

- 1) Duly filled Claim Form
- 2) Copy of passport and visa or Emirates ID
- 3) Copy of Death Certificate from appropriate Government Authority. In case of death of the applicant outside UAE, the death certificate has to be attested by the Embassy of UAE
- 4) Copy of Police Report (if death was due to an accident or unnatural event).
- 5) Copy of Post Mortem Report (wherever legally required)
- 6) Copy of medical reports with onset of illness, investigation, diagnosis, cause of death (may be requested by the Takaful Company)

B. For Disability Claim:

- 1) Duly filled Claim Form
- 2) Copy of passport and visa / Emirates ID of applicant
- 3) Copy of Police Report (if disability is due to an accident).
- 4) Copy of medical reports pertaining to disability outlining the date of onset, diagnosis, cause of disability, treatment details etc.
- 5) Duly filled Physician Statement (may be requested by the Takaful Company)

C. For Critical Illness Claim:

- 1) Duly filled Claim Form
- 2) Copy of passport and visa / Emirates ID of applicant
- 3) Copy of medical reports with investigations, diagnosis, details of treatment given, discharge summary etc.
- 4) Duly filled Physician Statements (may be requested by the Takaful Company)

D. For Involuntary Loss of Employment Claim:

- 1) Duly filled Claim Form
- 2) Copy of passport and visa (valid at the time of termination)
- 3) Either copy of Employment Contract verified from Original by the Covered Person/ Bank or copy of Labour Contract downloaded from UAE Government portal attested by the Cardholder
- 4) Copy of Notice of Termination from Employer

All documents indicated above may be required to be produced in original (other than those surrendered to the authorities or employer) for verification before the final settlement of claim.

Medical report should be obtained from the chief medical officer or any other registered medical practitioner recognised by the local authorities.