

We welcome you as a holder of a Sharia Compliant Debit Card provided by RAKBANK - Islamic Banking Division to enjoy the Benefits offered under the Takaful Travel Accident Policy. We request you to go through the Cover details in order to understand thoroughly the Cover offered.

IMPORTANT NOTICE

- Cover automatically starts from the Commencement Date.
- This Cover is free of charge.
- Cover will be applicable for Debit Cards issued by RAKBANK excluding lodged Cards.
- The Cardholder should have paid at least 50% of the cost of the ticket by using the RAKBANK Debit Card.
- The Geographical Limit under this Cover is 'Worldwide'. Any Journey involving travel outside the Cardholder's Normal Country of Domicile within the period.
- The Cover is subject to laws of United Arab Emirates and under the jurisdiction of United Arab Emirates Courts.
- RAKBANK/ Noor Takaful reserves the right, at any time to amend the terms and conditions and/or to reject, discontinue or cancel the Cover/benefits applicable either wholly or partially without assigning any reason thereof.
- The Benefits under this Cover shall be limited to the percentage of the trip cost in respect of the Covered Trip that has been paid for with the Cardholder's Debit Card.
- A Cardholder's coverage shall terminate from the date the Cardholder is no longer eligible to participate as per sole discretion of RAKBANK
- Any claim payable under this Cover shall be paid directly by the Company to the Cardholder.
- RAKBANK is not at any time considered as an agent of Noor Takaful. Any claims or contestations for any takaful coverage shall be negotiated directly with Noor Takaful.
- The Cardholder consents and authorizes RAKBANK to disclose and report any financial or non-financial information related to all his/her Cards with RAKBANK to Noor Takaful, in compliance with the terms and conditions of the Cover. The Cardholder agrees and declares that he/she will not assert any claim, against RAKBANK for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting to Noor Takaful.

DEFINITIONS

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

Accident: means any sudden or unexpected and violent event, which may befall the Covered Person during the journey, other than any intentionally self-inflicted injury.

Baggage: means all goods belonging to the Covered Person or for which he or she is responsible which are taken by him or her on a Covered Trip or acquired by him or her during the Covered Trip.

Bodily Injury: means injury which is caused by an Accident occurring during the journey and which within twelve months from the date of such Accident results in Covered Person's Death, Permanent Total Disablement or Dismemberment.

Benefit(s): means the benefit(s) provided for under the Coverage pursuant to this policy.

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

Company / Takaful Company: means Noor Takaful Sheikh Zayed Road, Al Manara E43, at Noor Bank Metro Station Dubai, UAE.

Card(s): means debit cards issued by the Policyholder for which the benefits under this Contract shall apply.

Cardholder: means any individual not more than 70 years of age who has a valid Card and who is travelling outside the Normal Country of Domicile and has paid a minimum of 50% of the of the travel ticket value using the Card.

Checked-in Baggage: means the baggage of the Covered Person in respect of the Covered Trip under the care, custody and control of the airlines/carrier for the purposes of transit and which is not under the immediate supervision of the Covered Person concerned.

Commencement Date: means the date the Cardholder is enrolled for the Contract by the Policyholder. Covered Person's are automatically enrolled for the Contract upon issuance of the Card.

Covered Trip/ Journey: means the first 90 days of any trip outside the Covered Person's Normal Country of Domicile falling within the Cover period where at least 50% of the cost of the tickets for travel has been paid for using the Cardholder's Card. The Journey shall be deemed to have begun with the Covered Person's departure from home and shall have ended upon return to the home.

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

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

Covered Person: means the person(s) entitled for Coverage according to this Policy, namely the Cardholder and/or his or her Immediate Family/Dependants whilst on a Covered Trip to whom the benefits under this Contract shall apply.

Death: means death due to any Bodily Injury other than those specifically excluded under this Contract.

Debit Card Facility: means the Policyholder's Debit Card Facility which has been nominated as the facility to which the Benefits under this Contract are to apply including Debit Cards issued under personal accounts (sole and/or joint accounts), business accounts and corporate accounts but excluding lodged Cards.

Dismemberment: means permanent loss of a limb including permanent loss of use of such limb or loss of an eye(s) including total and irrecoverable loss of sight in such eye(s) caused by Bodily Injury occurring within 12 months from date of Accident.

Eligible Account: means Card(s) accounts issued by the Policyholder for which Benefits under this Contract shall apply as per the provisions of the Policyholder.

Immediate Family/Dependants: means Cardholder's spouse and dependent children upto age 18, or dependent children upto age 23 if in full time education and dependent upon parents for support. "Children" includes natural children, step children or legally adopted children.

Licensed Common Carrier: means any public transport conveyance which is deemed to include: aircraft, ships, trains and buses licensed by the appropriate governmental authority to carry passengers on a permitted route with scheduled ports, terminals or stations of embarkation and disembarkation.

Normal Country of Domicile: means that country in which the Covered Person has his or her permanent home or resident visa as shown in his passport.

Permanent Total Disablement: means disablement, caused other than by loss of limb or eye, which has prevented the Covered Person from engaging in any gainful occupation for at least twelve months and will in all probability entirely prevent the Covered Person from engaging in any gainful occupation whatsoever for the remainder of his or her life.

Policyholder / Participant: means The National Bank of Ras Al Khaimah (Public Joint Stock Company), PO Box 5300, Ras Al Khaimah, United Arab Emirates.

Policy/Contract: means this Contract based on the principles of sharia, particularly takaful principles, including any schedules, terms, annexures, appendices, tables or endorsements.

In this Policy, where the context admits, words importing the masculine gender shall include the feminine gender and words importing singular member shall include the plural and vice versa.

SCOPE OF COVER

SECTION 1 – PERSONAL ACCIDENT BENEFIT

The Company shall pay the Coverage Amount for this section stated hereunder if in the course of a Covered Trip, the Covered Person sustains Bodily Injury whilst travelling in or on, mounting into or dismounting from any Licensed Common Carrier or as a result of being struck by any air, land or water conveyance during the course of travel which solely and independently of any other cause within 12 calendar months of the date of the Accident or being struck results in the Covered Person suffering,

- i. Death (or)
- ii. Dismemberment (or)
- iii. Permanent Total Disablement (PTD)

| Coverage Amount | |
|---|-------------|
| Death | USD 150,000 |
| Death of minor(s) under 18 years | USD 5,000 |
| Loss of one limb | USD 150,000 |
| Total and irrecoverable loss of sight of one eye | USD 150,000 |
| Loss of more than one limb | USD 150,000 |
| Total and irrecoverable loss of sight of both the eyes | USD 150,000 |
| Loss of one limb and total and irrecoverable loss of sight of one eye | USD 150,000 |
| Permanent Total Disablement | USD 150,000 |

Exclusions applicable to Section 1 (in addition to General Exclusions)

The Benefits under this Section of this Contract shall not be paid in respect of any one Covered Person under more than one of the item(s) i. to iii arising out of any one Accident.

SECTION 2 – TRAVEL INCONVENIENCE

2.1 Travel Delay Abandonment

Reimbursement of expenses upon delay exceeding 6 hours of a booked trip as a direct result of adverse weather condition, strike or industrial action, accident to or mechanical breakdown of the sea vessel, aircraft or international train.

In case the Covered Person elects to cancel the trip then he is eligible for reimbursement of any irrecoverable cancellation charges imposed by the provider of transport or accommodation, subject of an excess of 6 hours.

Coverage Amount

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|--------------|---|
| Travel Delay | USD25/- per hour delay; maximum of USD 250 per Covered person per incident Excess – 6 hours |
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Conditions

- a. The delay period shall be calculated from the scheduled departure time of the Licensed Common Carrier shown in the travel itinerary.
- b. The Covered Person should have checked-in according to the itinerary given to him or her by the tour operator or Licensed Common Carrier and should have obtained written confirmation from the airline or shipping line or their handling agents stating the reason and period of delay.

Exclusions

- a. Expenses incurred which would have been recoverable from any/all other takaful and /or insurance policies.
- b. No claim would be admitted if such delay is less than 6 hours period.

2.2. Delayed Baggage

Reimbursement of necessary replacement purchases upon temporary deprivation of checked-in baggage for a period of more than 6 hours from the time of arrival at the Journey destination due to delay or misdirection in delivery by the carrier.

Coverage Amount

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| Delayed Baggage | USD50/- per hour delay; maximum of USD 600 per Covered Person per incident Excess – 6 hours |
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Conditions

The Covered Person must obtain written confirmation from the Licensed Common Carriers or their agents of the reasons for delay before a claim is considered under this section of this Contract.

Exclusions

- a. Claims not substantiated by the Licensed Common Carriers irregularity report.
- b. Expenses incurred which would have been recoverable from any other source including other takaful and /or insurance policies.
- c. No claim would be admitted if such delay is less than 6 hours period.
- d. Expenses incurred due to the delay in customs and other such formalities.

2.3 Loss of Baggage

In the event of an Covered Person suffering loss of or damage to Checked-in Baggage whilst on the Covered Trip, the Company shall pay the Covered Person in respect of such loss or damage up to the Coverage Amount specified hereunder.

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| Loss of Baggage | USD 600/- per Covered Person per incident. |
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Conditions

The Covered Person shall immediately notify the Licensed Common Carrier of the missing baggage and shall obtain a written confirmation from the Licensed Common Carrier that the Checked-in Baggage is 'non-traceable' or 'lost'.

Exclusions

The Company shall not be liable in respect of the following:

- 1) Claims in respect of accessories for vehicles or boats.
- 2) Loss or damage due to: -
 - i. moths, vermin, wear and tear, atmospheric or climatic condition or gradual deterioration.
 - ii. mechanical or electrical failure
 - iii. any process of cleaning, repairing, restoring or alteration
- 3) More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- 4) Devaluation of currency or shortages due to errors or omissions during monetary transaction.
- 5) Loss not reported to the police, airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained.
- 6) Any expenses incurred which would have been recoverable from any/all other takaful and/or insurance policies.
- 7) Losses from unattended vehicles unless secured in a locked boot.
- 8) Breakage of sports equipment in use or loss of or damage to pedal cycles or hired equipment.

SECTION 3 – PERSONAL LIABILITY

The Company shall pay a Benefit to the Covered Person to cover all sums which they would become legally liable to pay damages or costs in respect of accidental Death or Bodily Injury and/or accidental loss or damage to material property belonging to any third party upto the limit specified hereunder due to an incident during the Covered Trip.

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| Personal Liability | USD 250,000/- in the aggregate |
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Conditions

- a. The Coverage Amount is inclusive of all the Covered Person's costs and expenses incurred with the prior written approval of Company.
- b. The Covered Person shall give immediate notice to Company of any occurrence for which there may be Coverage under this section and shall provide Company with such particulars and information as Company may require and shall forward to Company immediately on receipt any letter, writ summons and process and shall advise Company in writing immediately if the Covered Person has knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence;
- c. No admission of liability or offer, promise or payment shall be made without the prior written consent of the Company. The Company shall be entitled at their discretion to take over settlement of any claim and to prosecute at their own expense and for their benefit any claim for compensation or damage against any other Covered Person. The Covered Person shall give any information and assistance required.
- d. Company may at any time and at their sole discretion pay to the Covered Person the maximum Benefit payable under this section in respect of any claim. The Company shall then be exempt from all future Coverage under this section.

Exclusions applicable to Section 3 (in addition to the General Exclusions)

- a. Injury to employees of the Covered Person.
- b. Liability arising out of
 - The ownership or use of animals, vehicles, air craft or water craft (other than manually propelled rowing boats punts or canoes)
 - Property belonging to or held in trust by or on in the custody of or control of the Covered Person.
 - Any wilful act or misconduct
 - The carrying on of any trade profession or business.
- c. Liability to members of the Covered Person's family or any employee
- d. Liability assumed by the Covered Person by agreement.
- e. Liability for which Benefit is paid to the Covered Person under any other takaful and / or insurance policies.

GENERAL EXCLUSIONS (APPLICABLE TO ALL THE SECTIONS UNDER THIS CONTRACT)

The Company shall not provide Cover under this Contract for:

1. Death, disablement, loss, damage or expenses directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority including act of terrorism;
2. Death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
3. Death, disablement, loss or expense arising out of pressure waves caused by aircraft and other flying machine travelling at sonic speeds;
4. Death, disablement or expense attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof;
5. Death, disablement, loss or expense directly or indirectly arising out of or contributed to by the Covered Person's wilful self-injury, suicide, attempted suicide, psychiatric disorders, deliberate exposure to exceptional danger (except in an attempt to save human life), or the Covered Person's own criminal act;
6. Death, disablement, loss or expense arising out of and or attributable to:
 - a. The treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse;
 - b. Any anxiety or depression;
 - c. Pregnancy or childbirth if the baby is due during the Covered Trip or within 12 weeks of the end of the Covered Trip;
 - d. The Covered Person engaging in flying of any kind other than as a passenger; or
 - e. Motor cycling
 - as a driver or passenger on machines with more than 125cc engine capacity;
 - as a driver if the Covered Person does not have a valid driving licence,
7. Death, disablement, loss or expense whilst the Covered Person is:
 - a. Undertaking any form of hazardous work in connection with any business, trade or profession, racing, motor rallies

and competitions, professional or organised sports, mountaineering (reasonably requiring the use of ropes or guides), pot holing, sky- diving, winter sports, or any form of aerial flight except as a fare paying passenger on a regular scheduled airline or licensed charter aircraft over an established route;

- b. Competing in or practising for speed or time trials, sprints or racing of any kind; or
 - c. Engaged in or taking part in expeditions or being a crewmember on a vessel travelling from one country to another,
8. The excess specified in the Coverage sections as applicable to the relevant sections;
 9. Expenses incurred as a result of the Covered Person engaging in active services in the armed forces of any nation;
 10. Expenses incurred where the Covered Trip is undertaken against the advice of a currently qualified medical practitioner;
 11. Any property or expense more specifically covered under any other takaful and / or insurance policies.
 12. Expenses arising through fraudulent use of Cards;
 13. Death, disablement, loss, damage or expenses directly or indirectly occasioned by or commission of or the attempt to commit an unlawful act;
 14. Costs which would have been payable if the event giving rise to a claim had not occurred;
 15. Costs incurred in respect of the period of any Covered Trip that exceeds the 90 days duration of the Contract;
 16. Consequential loss of any nature;
 17. Any costs or expenses incurred in pursuing claims against a travel agent, tour operator, , takaful/Insurance agent or carrier, but this exclusion only applies to the travel agent, tour operator, takaful/Insurance agent or carrier agreement as part of the original Journey and not any third party's carrier booked directly by the Covered Person during the Journey; or
 18. Any claims arising from bankruptcy or liquidation of any party.

19. Nuclear / Chemical / Biological Terrorism Exclusion

This Contract will not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any Covered Person or group(s) of Covered Person's , whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If the Company alleges that by reason of this exclusion any claim is not covered under this Contract the burden of proving the contrary shall be upon the Covered Person.

GENERAL TERMS AND CONDITIONS

1. ENTITLEMENT TO BENEFITS

Payment of benefit shall be limited to admissible expenses, after allowing for amounts receivable from any other organisation or any takaful and / or insurance policies or recoverable as damages. The benefit levels payable are detailed in the scope of cover and are subject to the terms and conditions of this Contract.

2. FRAUD

Any fraud concealment or deliberate mis-statement by any particular Covered Person, if unknown to Policyholder, either in the proposal on which this Contract is based or in relation to any other matter affecting this Contract or in connection with the making of any claim hereunder shall render null and void in respect to the particular Covered Person or claim in question.

3. SUBROGATION

- a. The Company shall be subrogated up to the full cost of services it has provided to the rights and causes of action of the Covered Person to any party responsible for acts giving rise to Bodily Injury or illness for which Company have rendered services.
- b. The Company may at any time at their own expense and without prejudice to this Contract take proceedings in the name of the Covered Person to obtain compensation or secure a payment from any third party in respect of any loss or Bodily Injury giving rise to the provision of Coverage under this Contract.
- c. Should services provided by Company be covered in whole or in part by any takaful and /or insurance policies, then Company will be subrogated to the rights and recourses of the Covered Person against the said Company.

4. WAIVER

Failure at any time during the term of this Contract of either party hereunder to enforce any provision of this Contract shall not constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time.

5. RESTRICTION

In no event will the production of more than one Card voucher evidencing a charge in whole or in part for the fare for travelling in or on a Licensed Common Carrier, obligate the Company to pay in respect of the Bodily Injury sustained by the Covered Person on the result of any one Accident more than one benefit, nor shall the Company become liable for any amount greater than the sum set against any such benefit.

6. 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.

7. REFERENCES

In this Policy headings are used for reference only and do not affect the construction or meaning of the Policy.

GENERAL PROVISIONS (APPLICABLE TO ALL THE SECTIONS UNDER THIS CONTRACT)

1. The Covered Person's must take reasonable care to prevent loss, damage, Accident, Bodily Injury or illness.
2. The Covered Person shall at their own expense furnish to the Company such certificates, information and evidence as the Company may from time to time reasonably require, in the form and of the nature prescribed by the Company. The Company shall be allowed at their own expense and upon reasonable notice to the Covered Person to arrange a medical examination of the Covered Person from time to time, or in the case of death, upon reasonable notice to the Covered Person's representatives, to have a post-mortem examination of the body.
3. In the event that the Company incurs any cost and/or expense under this Contract on the Covered Person's behalf, the Covered Person shall reimburse such costs and expenses to the Company.
4. The due observance and fulfilment of the terms, provisions, conditions, limitations of this Contract in so far as they relate to anything to be done or complied with by each Covered Person/Policyholder and the disclosure of all material facts shall be condition precedent to any obligation of the Company under this Contract. If the circumstances in which the takaful Contract was entered into are materially altered without the written consent of the Company, the Contract shall become null and void in respect of the particular Covered Person.
5. All notices made under this Contract may be served or sent by first class post or facsimile to the last known address or facsimile number of the Policyholder and/ or Company. Letters mailed by registered mail, shall be deemed to be served at the expiry of 72 hours after the time of posting

6. If at any time of any loss, damage or liability arising under this Contract, there is any other takaful and/or insurance policy relating to the same loss, damage or liability, the Company will pay only in excess of such takaful and/or insurance policy, excluding Benefits payable in respect of Covered Person's Accident.

CLAIMS PROCEDURE

On the happening of any event likely give rise to a claim under this plan, written notice thereof shall be given by the Covered Person and /or his/her representatives immediately to the Company within **30** days of expenditure being incurred or from the date of loss. This time limit may be extended subject to the prior approval of Company where supporting documents are not available in time.

- 1) A claim form must be completed by the Covered Person and/or his/her representative and submitted to the Company 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.
- 2) All the documents must be submitted in originals and not photocopies for verification before the final settlement of claim.
- 3) The Covered Person and/or his/her representative shall submit the following documents:

Death Claims

- i. Copy of Death certificate
- ii. Copy of police report

Permanent Total Disablement/ Dismemberment Claims

- i. Copy of disability certificate from an authorized medical practitioner.
- ii. Copy of police report
- iii. Copy of medical report* with details of treatment given (if any)

Travel Inconvenience Claims

- i. Copy of written confirmation of airlines or shipping lines or their handling agents stating the reasons and period of delay in respect of travel delay or Delayed Baggage.
- ii. Copy of written confirmation from carrier that baggage is "non-traceable" or "lost".
- iii. Copy of report from police, airlines, shipping lines or their handling agents in respect of loss of baggage.
- iv. Original invoices in respect of Delayed Baggage / travel delay claims.

Personal Liability Claims

- i. Notice of claim lodged on the Covered Person by third party
- ii. Copies of correspondence exchanged between the Covered Person and the third party.

Documents required in respect of all types of claims

- i. Copy of charge slip (Authorisation code or transaction number if the Card is utilized for online transaction)
- ii. Copy of the statement of account showing the transaction related to purchase of ticket.
- iii. Copy of air ticket and/or ticket issued by a Licensed Common Carrier.
- iv. Copy of passport and valid visa page.
- v. Any other document as requested by the Company.

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

*medical report should be obtained from the chief medical officer or any other registered medical practitioner.