

In the Name of Allah, The Most Beneficent, The Most Merciful

PLAN TERMS AND CONDITIONS OF IDIKHAR PLUS – SAVINGS PLAN

Please read these documents carefully and keep them in a safe place. These documents will be needed in the event of a claim under this Plan. This Document sets out the Benefits, Terms, Conditions and Exclusions that apply to **Idikhar Plus - Savings Plan**.

Islamic Arab Insurance Company - SALAMA (hereinafter referred to as the “**Operator**”) has received an Application and a Declaration from the Applicant (hereinafter referred to as the “**Plan Holder**”), which together with all other written statements, form the basis of the Contract between the Operator and the Plan Holder (hereinafter referred to as the “**Parties**”). Any false Declaration or non-disclosure of Material Facts shall render the Protection Benefits under this Plan null and void.

The Plan Holder has approached the Operator for a Plan and appoints the Operator as an agent (Wakeel) to manage the Tabarru’ Fund. The Plan Holder acknowledges that the Operator carries out duties for the collective benefit and interests of the participants under Wakalah principles as defined by the Operator and in accordance with Shari’ah Provisions, as guided by the Operator’s Shari’ah Supervisory Committee.

The Operator confirms that the benefits described in these Plan Terms and Conditions, Plan Schedule, and any Endorsement thereto will be provided subject to the payment of the Plan Contribution(s) described in the Plan Terms and Conditions, Plan Schedule and any Endorsement thereto.

This Plan is signed on behalf of the Operator on the date shown in the Plan Schedule.

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DEFINITIONS

The terms used in the Plan shall have the following meaning unless specifically stated otherwise:

Accident	An event resulting in bodily injury caused solely and directly by external, violent and visible means which is unexpected, unforeseeable and not attributable to the Covered Members intentional self-injury or suicide.
Activities of Daily Living	<p>Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means,</p> <p>Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances,</p> <p>Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa</p> <p>Mobility: the ability to move indoors from room to room on level surfaces,</p> <p>Continence: the ability to control bowel and bladder function so as to maintain a satisfactory level of personal hygiene,</p> <p>Feeding: the ability to feed oneself once food has been prepared and made available.</p>
Age	Covered Member's age last birthday on the Commencement Date of the Plan.
Application	The written request made by the Plan Holder or the Covered Member containing a Declaration.
Beneficiary	The Plan Holder or person(s) mentioned as a Beneficiary in the beneficiary designation section of Application.
Benefit Amount	The amount(s) payable by the Operator under Protection Benefit(s) as stated in the Plan.
Benefit Expiry /(End) Date	The date upon which the applicable benefit expires. This Date is equivalent to the Commencement Date plus the Benefit Term of the relevant Protection Benefit, as mentioned in the Plan Schedule.
Claimant	The person or persons making a claim under this Plan.
Clause	A statement shown as a term or condition of the Plan.
Commencement/ Issue Date	The Date indicated in the Plan Schedule when the Plan and Protection Benefits become applicable.
Contribution Holiday	An option available to the Plan Holder whereby he/she may request in writing to the Operator to allow him/her to defer payment of Plan Contributions for Holiday for a period of one Gregorian year.
Contribution Term	The period chosen by the Plan Holder for which he wishes to pay Contribution as shown in the Plan Schedule.
Covered Member	The person covered under this Plan and upon whose life the benefits are payable.
Date of Event	The Date upon which the event giving rise to a claim under Protection Benefits occurs.
Declaration	A Declaration confirming amongst other details the state of health, occupation and pursuits of a Covered Member.
Early Encashment	Full withdrawal or surrender of the Plan.
Eligible Participant	A Participant who may benefit from a distribution of Surplus who has not made a claim and where the Plan has not been terminated.
Encashment Value	The sum calculated in accordance with Clause 1.19.
Encashment Deduction	A charge applicable in case of full / partial Encashment of the Plan.
Endorsement	A written document issued by the Operator amending the original Plan Terms and Conditions, Plan Schedule which is attached to or endorsed on to the Plan.
Event	A cause that results in Protection Benefits to be claimed.
Family Takaful Benefit	The amount payable on death of a Covered Member from a cause not specifically excluded under this Plan.
Free Look Period	A period of 30 days from the Issue Date during which the Plan Holder may in writing cancel the Plan. The Operator will cancel the Plan from its inception so that it is null and void and return the contribution.
Fund Account(s)	Account(s), which form part of the PIA and represent a share of a particular Fund.
Fund Manager (s)	The Operator or any other entity appointed by the Operator as it deems necessary.
Fund(s)	Separately identifiable Shari'ah compliant funds established and managed by Fund Managers.
Grace Period	A period of 90 days from the contribution due date will be allowed for payment of each Contribution, during which the cover will remain in force. If the Covered Member's death or

	disability occurs during the Grace Period, the Contribution, if unpaid, will be deducted from any settlement hereunder.
Hospital	A registered medical or surgical Institution in the country in which it is located.
Investment	Content The proportion of each Single or Regular Contribution transferred to the PIA.
Joint Life	Coverage of Protection Benefits for two Covered Members, where the Protection Benefits are paid on occurrence of the covered event to any Covered Member.
Dual Cover	In case of Joint Life Dual Cover Plans, Plan Holder is also referred as First Covered Member while the second life is referred as Second Covered Member.
Laws	The laws as construed in the United Arab Emirates.
Manager of Tabarru' Fund	The Operator acting in the collective interests of Participants.
Material Fact	Any fact relating to the subject matter of the Plan and having influence over the identification or quantum of risk that affects the Operator's judgment in deciding whether or not a risk is acceptable, and if it accepts the risk, the terms on which it would do so.
Medical Practitioner	A legally qualified and duly licensed medical physician or surgeon who is legally authorized to practice in his country of residence and is not a Plan Holder or Covered Member, or any person related by blood or marriage to the Plan Holder or Covered Member.
Notice of Assignment	A notice detailing the transfer of ownership.
Operator	Islamic Arab Insurance Company - SALAMA or its successors in title who are the managers of the Tabarru' Fund.
Personal Investment Account (PIA)	The separately identifiable Account into which the Investment Content of all Contributions are credited and consisting of one or more funds.
Plan	These Plan Terms and Conditions and Plan Schedule and any endorsement thereto.
Plan Acquisition Costs	The cost of placing a Plan on the books of the Operator.
Plan Anniversary Date	An anniversary of the Commencement Date (or if such Date does not exist, the day immediately preceding) occurring each calendar year.
Plan Contribution/ Contribution	The amount shown in the Plan Schedule.
Plan End Date / End Date	The Plan Anniversary Date in the last year of the Plan Term.
Plan Holder	The person(s) named in the Plan Schedule.
Plan Schedule	An integral part of this Plan which records details such as the Applicable Benefit, Benefit Amount and Contributions payable together with details related to the Plan Holder and Covered Members and any special conditions applying.
Plan Term	Number of years as mentioned in the Plan Schedule, for which the Plan has been taken by the Plan Holder.
Plan Terms and Conditions	This description of the terms and conditions applying to the Plan.
Plan Year	A Gregorian calendar year commencing on the Commencement Date or a Plan Anniversary Date.
Protection Benefits	All benefits selected by the Plan Holder that are payable out of the Tabarru' Fund. Details of Applicable Benefits are given in the Plan Terms and Conditions.
Registered Charity	An organization registered by a competent authority in the United Arab Emirates as a charity and chosen at the complete discretion of the Operator.
Regular Contribution	The amount paid at the Commencement Date of this Plan and at regular intervals thereafter until the due Date of final Contribution.
Shareholder's Fund	The fund which is credited with the Wakalah Fee and other charges, and pays the costs and fees for each Plan.
Shari'ah Supervisory Committee	A committee of learned Shari'ah scholars engaged by the Operator to provide Shari'ah advice on Shari'ah Provisions and Principles.
Shari'ah Provisions	Islamic law where relevant as interpreted by the Shari'ah Supervisory Committee of the Operator.
Statement of Claim Form	A form to be completed in order to initiate a claim under this Plan.
Sum At Risk	The amount payable from Tabarru' Fund and explained in Section 2 for each applicable Protection Benefit.
Surplus	The excess available in the Tabarru' Fund declared and payable to the Plan Holder as more specifically described in Clause 1.6 of the Plan Terms and Conditions.
Tabarru' Fund	A collective pool established, invested and managed in accordance with Shari'ah Provisions with

	the sole purpose of providing Protection Benefits as described in Clause 1.3 of the Plan Terms and Conditions.
Takaful	The system of cooperative insurance carried out in accordance with the Shari'ah Provisions.
Takaful Donation	The amount of contribution described in Clause 1.5 and paid as absolute grants (Tabarru') to the Tabarru' Fund.
Takaful Rate	The appropriate rate of mortality and/ or morbidity charge derived largely from Actuarial studies.
Top-up	An unscheduled Single Contribution paid in addition to Regular Contributions at anytime during the Plan Term.
Unit Price	The price used to determine number of units allocated or cancelled.
Valuation Day/Date	The day determined by the Operator at its discretions for the valuation of Funds and calculations of the relevant Unit Price.
Wakalah Fee	The fee expressed as a percentage of the Takaful Donation paid to the Operator each month.
Year	A period of 12 Gregorian months unless otherwise stated.

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

For Joint Life Dual Cover Plans, Provisions referring to Covered Member would imply both Covered Members unless specified otherwise.

Section 1:**1.1 General Provisions**

- 1.1.1 The Plan Holder appoints the Operator, who accepts such appointment with effect from the Commencement Date, to act as its exclusive agent (Wakeel) to manage PIA, Shareholder's Fund and the Tabarru' Fund.
- 1.1.2 The entire contract consists of these Plan Terms and Conditions, Plan Schedule and any endorsement issued, the Application Form and Declaration and any written submissions of any kind made by the Plan Holder or Covered Member in writing and accepted by the Operator.
- 1.1.3 The above documents provide evidence of the legal entitlement to the benefits under the Plan. Any amendment to the Plan Terms and Conditions of this Plan after it has been issued shall be binding on the Plan, only if made by Endorsement by the Operator after mutual consent.
- 1.1.4 The Operator can amend the Protection Benefits and Plan Terms and Conditions applying to the Plan Holder or Covered Member and inform the Plan Holder through a notification letter about the amended Protection Benefits that shall be effective after the passage of the notice period specified in the notification letter without objection from the side of the Plan Holder if any particulars, statements or answers are found to be incorrect or the Operator discovers that the Plan Holder or Covered Member has misrepresented or omitted any fact which was known, or a reasonable person in the circumstances ought to have known, and was material to the assessment of the risk. The materiality of risk of misrepresentation or omission by the Plan Holder or Covered Member would be determined by using underwriting and actuarial industry practices prevailing at Issue Date.**
- 1.1.5 Any such amendment resulting from Clause 1.1.4 will be contained in an Endorsement and may retrospectively adjust the Plan to reflect the basis on which the Operator, in its absolute discretion, considers it would have accepted the Protection Benefits taking into account the full and correct information.
- 1.1.6 The observance of the Terms and Conditions of this Plan by the Plan Holder and Covered Members shall be a condition precedent to any claim hereunder.
- 1.1.7 In the event that a representation or statement made or deemed to be made in relation to this Plan or any other document delivered by or on behalf of the Plan Holder or Covered Member in connection with this Plan is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, the Plan or Protection Benefits hereunder may become null and void at the absolute discretion of the Operator.**
- 1.1.8 If the circumstances in which the Protection Benefits were granted are found to be materially altered without the written consent of the Operator, the Protection Benefits under this Plan shall become null and void at the absolute discretion of the Operator. The materiality of risk of misrepresentation or omission by the Plan Holder or Covered Member would be determined by using underwriting and actuarial industry practices prevailing at Issue Date.**
- 1.1.9 If any claim under this Plan is in any way fraudulent or unfounded, all Protection Benefits under this Plan shall be forfeited.**
- 1.1.10 The Operator shall seek the guidance of its Shari'ah Supervisory Committee in the operations of this Plan and shall ensure that the management and the investment of the assets of the Plan are in accordance with Shari'ah Provisions. Furthermore the investments and assets of the Tabarru' Fund and any Surplus thereof will be separated from the Operator's own assets.
- 1.1.11 Any notice which is to be sent by the Operator to the Plan Holder, according to these Terms and Conditions, will be sent to the last address of the Plan Holder, registered with the Operator.
- 1.1.12 No legal actions resulting from this Contract shall be possible after a period of three (3) years as from the Date of the Event that caused the legal action subject to any other provisions in the Laws of the United Arab Emirates.
- 1.1.13 Incontestability clause: Provided the Covered Member survives two or more years after the Plan Issue Date or any subsequent Date on which a personal statement of health was made by the Covered Member and accepted by the Operator ("the Subsequent Date") or the effective Date of any Reinstatement ("the Effective Date"); The Operator will not contest the Death Benefit and the attached Supplementary Benefits under this Plan of the Covered Member on the basis of incorrect declaration, except for fraud or those falling under Section 1, General Provisions clause 1.1.4, 1.1.7, 1.1.8 and 1.1.9. If the Operator does so contest the Plan, the amount payable by the Operator will be the amount of the Fund Value at the Date of death of the Covered Member. This clause is subject to exclusions relevant to each covered benefit.

1.2 Basis of the Plan

- 1.2.1 The Plan is a Unit linked Investment and Protection Plan developed under Islamic Provisions of Takaful.
- 1.2.2 It is issued on Covered Member(s) mentioned in the Plan Schedule and owned by the Plan Holder under the terms of the Plan.
- 1.2.3 Plan Terms and Conditions are drafted in English and Arabic. In the case of any conflict between the two versions the Arabic version shall prevail.
- 1.2.4 All currency conversions under this Plan will be on spot exchange rates reasonably determined by the Operator. All benefits are payable in the Plan Currency. A Claimant may request payment of benefits in any freely convertible currency at spot exchange rates reasonably determined by the Operator. All currency risks are borne by the Plan Holder or successful Claimant, as the case may be.
- 1.2.5 Any instructions, notifications or requests to be given to the Operator shall be given in writing in a form acceptable to the Operator and delivered or sent to its Office together with any other documents, information or consents which the Operator may require.
- 1.2.6 The Operator reserves the right to require proof of the age of the lives upon which the benefits are payable or other parties to the Plan before paying any Benefit under this Plan. If the age(s) are found at any time to have been misstated, the benefits payable under the Plan may be adjusted to such amount as the Operator at its sole discretion considers equitable.
- 1.2.7 The calculation of Dates and time periods herein shall be in accordance with the Gregorian calendar, unless otherwise stated.

1.3 Tabarru' Fund

- 1.3.1 The Tabarru' Fund is a collective pool established, invested and managed in accordance with Shari'ah Provisions with the sole purpose of providing Protection Benefits on the lives of Covered Members.
- 1.3.2 Participation in the Tabarru' Fund takes effect on the Commencement Date shown in the Plan Schedule and ends on the End Date or if earlier when the benefits stop, are terminated or discharged in accordance with the Plan Terms and Conditions.
- 1.3.3 The Tabarru' Fund is operated by the Operator as an Agent (Wakeel).
- 1.3.4 All costs, expenses, charges and fees for maintaining and investing the assets of the Tabarru' Fund and any other expenses related to the Tabarru' Fund including the Retakaful or Reassurance, claims expenses and maintaining or strengthening reserves to secure the claim paying ability, shall be borne by the Tabarru' Fund.
- 1.3.5 The Operator may at its complete discretion secure Retakaful or Reassurance protection. Any resulting fees, claims or related sums shall also form part of the Tabarru' Fund. Any portion of the Takaful Donation that is transferred to Retakaful or Reassurance is charged to the Tabarru' Fund together with any costs involved in reinsuring the liabilities of the Tabarru' Fund and will be excluded from the amount available to the Operator for investment.
- 1.3.6 All claims and claims costs are paid out of the Tabarru' Fund. Any investment gains or losses on the assets of the Tabarru' Fund are credited or debited to the Tabarru' Fund.

1.4 Benefit Amount

- 1.4.1 The Benefit Amount and type of Protection Benefits applicable to this Plan are as stated in the Plan Terms and Conditions and Plan Schedule and any endorsements issued.
- 1.4.2 The payment of the Benefit Amounts is due only when documentary evidence is submitted to the satisfaction of the Operator as more particularly detailed in Clause 1.21.

1.5 Takaful Donations

- 1.5.1 The basis for calculating the cost of Protection Benefits is derived from scientific investigation of births, deaths, disability and sickness rates. Geographic, economic and demographic differences are taken into account in applying these rates to a particular market, region and country. The appropriate rate of mortality or morbidity from such studies is called the Takaful Rate.
- 1.5.2 In order to reflect any specific risks associated with each Covered Member, the Operator must be satisfied as to the suitability of the Covered Member's state of health, occupation and any other factors considered relevant and may impose at its absolute discretion additional conditions, contributions, or limit or reject Protection Benefit(s) applied for.
- 1.5.3 The Takaful Rate will vary by age and may be adjusted to reflect the risks brought to bear on the Tabarru' Fund by the inclusion of the relevant covered Member.
- 1.5.4 The Takaful Donation represents the cost of Protection Benefits. Each month the Operator will calculate the cost of providing Protection Benefits by multiplying Sum At Risk by the relevant Takaful Rate, adjusted if necessary at the discretion of the Operator. The Sum At Risk will be calculated by subtracting from Protection Benefits, the value of the units in the PIA using the Unit Price based on the relevant Valuation Day. This cost will be calculated separately for all the Protection Benefits selected and mentioned in the Plan Schedule or any Endorsement issued. The resulting total costs will be debited to all the fund accounts in the PIA by cancelling sufficient units at the Unit Price based on the relevant valuation to meet the appropriate portion of costs.
- 1.5.5 Takaful Donation will be debited against the PIA by cancelling sufficient units at Unit Price based on the relevant valuation to meet the appropriate portion of costs.
- 1.5.6 Takaful Donations are absolute grants (Tabarru') to the Tabarru' Fund and are non-refundable.

1.6 Surplus Calculation and Distribution

- 1.6.1 A Surplus may arise within the Tabarru' Fund when there is a positive balance from Takaful Donations after accounting for claims, relevant expenses, charges and fees, any Retakaful or Reassurance, investment returns on the assets of the Tabarru' Fund and any reserves to maintain or strengthen the claim paying ability of the Tabarru' Fund.
- 1.6.2 The Surplus shall be available for distribution provided there is a net surplus in the Tabarru' Fund in respect of the relevant period at the sole discretion of the Operator and subject to approval by the Board of Directors of the Operator.
- 1.6.3 Any amount available for distribution will be shared amongst Eligible Participants in proportion to the Takaful Donations paid by them in the relevant period. Provided always that the Participant has not made a claim under Clause 1.21 or the Plan has not been terminated, in which case any Surplus sum due for the relevant period will be distributed to Eligible Participants.
- 1.6.4 For the sake of clarity, any Surplus distribution from the Operator will be to the Plan Holder and credited to the Plan in the form of a unit addition equal to the Surplus distribution divided by the Unit Price of the relevant funds on the appropriate Valuation Day.

1.7 Deficits in the Tabarru' Fund

- 1.7.1 Where assets of the Tabarru' Fund are insufficient to meet liabilities, the Operator shall grant a profit free loan (Qard) to the Tabarru' Fund, to be reimbursed once assets are available in Tabarru' Fund or the Tabarru' Fund is in Surplus.

1.8 Plan Costs, Fees and Charges

- 1.8.1 The Operator is entitled to pay acquisition costs and charge fees in connection with the management of the Plan. These costs are debited to the PIA, Tabarru' Fund or Shareholder's Fund as detailed in these Plan Terms and Conditions as costs, fees and charges.
- 1.8.2 The proportion of the Fees and Charges to be debited to an Account will be the same proportion as the value of that Account at the time, expressed in the Plan Currency, bears to the value of the PIA at the time, expressed in the Plan Currency.
- 1.8.3 If at any time the amount of the PIA does not exceed zero and capable of funding future benefits, the Plan will terminate automatically without value and all benefits will cease.
- 1.8.4 The following Fees and Charges are debited by cancelling the PIA units on the due Date each month in each relevant Fund Account at the Unit Price at the appropriate Valuation Day.
- 1.8.4.1 A management fee charged as a percentage of Takaful Donation is known as the Wakalah Fee and shall not exceed 15% of the Takaful Donation.
- 1.8.4.2 The cost of Protection Benefits as detailed in Clause 1.5.
- 1.8.4.3 A monthly Administration Charge, currently AED 20 for the first 5 Plan Years (or USD 5.5 for Plans denominated in USD currency) and AED 30 for Plan Years 6 and greater (or USD 8 for Plans denominated in USD Currency), is collected each month.
- 1.8.4.4 A monthly Establishment Charge as a percentage of the first year's annualized Contribution is deducted during the Plan Term, as follows:

Plan Term		Plan Year	
From	To	1	2+
	5	5.00%	6.50%
6	9	5.50%	6.50%
10	20	7.00%	8.00%

- 1.8.4.5 A monthly Fund Management fee of 0.145834 % of the value of the PIA.
- 1.8.4.6 In case of Early Encashment, an Encashment Deduction is applicable which is as shown in the Plan Schedule.
- 1.8.4.7 A processing fee on Early Encashment / Partial Withdrawal, in addition to Encashment Deduction will be charged. The processing fee is currently AED 100 (or USD equivalent for Plans denominated in USD currency).
- 1.8.5 On the Plan due date each month prior to the End Date, the Operator will calculate the monthly cost of providing Protection Benefits in accordance with Clause 1.5. The resulting costs and the Takaful Fee will be debited to the PIA. Sufficient Units will be cancelled at the Unit Price on the appropriate day to meet the appropriate proportion of the cost.
- 1.8.6 The Operator reserves the right to vary charges or introduce a charge to apply to all or selected Plans after 90 days' notice of such a change. All such charges will be taken by unit deduction from the PIA.
- 1.8.7 All investment funds will be subject to charges imposed by external fund managers of such funds and may be varied at their discretion.

1.9 Payment of Plan Contributions

- 1.9.1 The Plan Contribution, the due Dates and the frequency of payment are shown in the Plan Schedule and any endorsements thereto.
- 1.9.2 The Plan Holder undertakes to pay the Plan Contributions in advance by a method acceptable to the Operator throughout the Contribution payment period shown in the Plan Schedule. Although the Operator may give notices to the Plan Holder concerning the payment of contributions, the Operator is not bound to do so and the Plan Holder alone shall remain responsible to observe the due Dates and payment of contributions. The Operator may at its discretion, cease to accept a method of payment or introduce a new method at any time.
- 1.9.3 After payment of the first contribution, the Operator will allow a Grace Period of 90 days from the due Date of the contribution for payment. Applicable protection benefit will remain in force only if there is sufficient fund value to sustain the benefits.
- 1.9.4 A contribution will be regarded as paid if it is received by the Operator on the due date or within the Grace Period. In the event that a Plan Contribution is not paid within the Grace Period or Plan Contributions do not recommence after a Contribution Holiday or contributions cease, after the Plan has acquired an Encashment Value, the Plan shall automatically be made Paid Up without the need for a notice. Further Regular Contributions will not be requested, all benefits will remain in force, with the exception of Waiver of Contribution and all charges continue with the cost of benefits being met from the PIA up to the Plan Maturity Date or until the PIA is exhausted. The bonus allocated shall be fully deducted in the first Plan Year and on a pro rata basis thereafter.**
- 1.9.5 All Plan Contribution will be allocated using the Unit Price in accordance with the investment strategy chosen by the Plan Holder based on the Unit Price determined by the Operator at the Valuation Date following receipt of the Plan Contribution. Contributions received before the due Date will neither be allocated to PIA nor it will accrue any profit until the due Date.
- 1.9.6 If the Plan terminates as a result of non-payment of Plan Contributions it may be reinstated subject to a request being made to reinstate the Benefits within twelve months from the due Date of the last unpaid contribution. The request will be in the form of a written application for reinstatement which will include a Declaration of Health together with such other requirements as the Operator may, at its absolute discretion, reasonably require. **Reinstatement subsequent to such termination of Plan is allowed only once during life time of the Plan.**
- 1.9.7 The Plan Holder may in writing request an increase in the level of regular Plan Contribution at any time, subject to the minimum Plan Contribution increase applicable at the time of payment in the first year of increase. For increased portion of the Plan Contribution, Investment Content of Contribution will be 92.5%. This contribution will go to a separate Fund called Top-up Fund.
- 1.9.8 The Plan Holder may change the frequency of Plan Contribution payments effective from any Plan Anniversary Date.

- 1.9.9 The Plan Holder may elect to reduce the Plan Contributions after two years' contribution have been paid. The amount of any decrease cannot leave the remaining Regular Contribution lower than 50% of the First Year Regular Contribution during the first five Plan Years. Furthermore, reduced Contribution cannot be lower than the minimum acceptable Plan Contribution for new Plans at the time of the decrease. Any decrease in the Regular Contribution will affect the ultimate value of the Plan. The level of Protection Benefits under the Plan may be reduced at the discretion of the Operator. In addition, the amount of bonus allocated will be reduced. If the Contribution is reduced in Plan Year 2 or 3, then the total amount of bonus allocated upfront is withdrawn and a new bonus amount is allocated equivalent to the revised Annual Contribution. If Contribution is reduced later, the bonus amount is proportionately deducted relative to the remaining Contribution Term for the reduced portion of the Contribution.
- 1.9.10 The Plan Holder may elect to pay additional single contribution, subject to such minimum or maximum single contribution amounts and Terms and Conditions applicable at the time of payment. For single contribution, an Investment Content of 92.5% will apply. This contribution will go to a separate Fund called Top-up Fund.
- 1.10 Contribution Holiday**
- 1.10.1 After the Plan has been in force for three (Gregorian) years, the Plan Holder may request in writing a Contribution Holiday for one Gregorian year prior to the End Date. The Contribution Holiday will be granted if the value of the PIA is deemed, at the Operators discretion, to be sufficient to fund the estimated cost of Protection Benefits and other charges during the Contribution Holiday. This option would be available only once during the term of the Plan. The bonus allocated shall be partially deducted if Contribution Holiday is availed during Plan Term. The reduction in bonus allocation shall be equivalent to the bonus pertaining to the Plan Year during which Contribution Holiday is taken.
- 1.10.2 If the Regular Contributions are not recommenced after the end of Contribution Holiday period then the Plan will be dealt with according to Clauses 1.9.4.
- 1.11 Free Look Period**
- 1.11.1 Every Plan Holder will have the privilege of a 30 day Free Look Period. This period allows the Plan Holder the option to return the Plan and request its cancellation since inception after reasonable adjustment as mentioned below, if required. The 30-day period will run from the Plan Issue Date set out in the Plan Schedule. In the event of cancellation, the amount refunded to the Plan Holder will be the Regular Contribution, adjusted as reasonably determined by the Operator, for any fluctuations in the value of any investments under the Plan.
- 1.12 Paid-Up Plan**
- 1.12.1 The Plan Holder may, at any time when the Plan has an Encashment Value, request in writing to make the Plan Paid Up. No further Contributions will be payable, all benefits remain in force, with the exception of Waiver of Contribution and all charges continue with the cost of benefits being met from the Personal Investment Account up to the Plan Maturity Date or until the PIA is exhausted. The bonus allocated shall be fully (during first three Plan Years) or partially deducted thereafter.
- 1.13 Investment Funds**
- 1.12.1 In order to determine the benefits under this Plan, the Operator will maintain a Personal Investment Account for each Plan Holder. The PIA may be subdivided into one or more Fund Accounts, which represent a share of a particular Fund.
- 1.13.2 The Operator will offer Funds. The number and type of Funds available may be changed at any time at the discretion of the Operator but will only include Funds approved under the Shari'ah Provisions. Details of the Funds available will be provided by the Operator on request.
- 1.13.3 The Operator reserves the right to close Funds at any time by sending notice of closure of relevant Funds. The value of the units in the closed Fund will be used to purchase units in another Fund chosen by the Plan Holder. If no notification is received of the choice of a new Fund the Operator will decide how the value of the closed Fund will be invested.
- 1.13.4 Notwithstanding anything contrary contained in these Plan Terms and Conditions the Operator expressly confirms and the Plan Holder expressly agrees that the proceeds of investments in Funds are not guaranteed, the Plan Holder bears the entire investment risk and is solely responsible for the investment decisions unless the loss is caused by negligence, misconduct or violations of Terms and Conditions by the Operator. Further, the Operator bears no responsibility for the performance of the Funds selected and does not provide investment advice. Where currency exchanges are made within the PIA or in connection with Funds, Units or Benefits, the Operator will reasonably determine the market rates to be used, at its absolute discretion.
- 1.13.5 Each Fund will be divided into units of one or more categories. All fund unit movements will be calculated using the relevant fund price, unless indicated otherwise on a forward pricing basis, on the relevant allocation day, as determined by the Operator.
- 1.13.6 The Operator may sub divide or consolidate units as it deems necessary. Whenever Units are created or cancelled, assets which in the Operator's opinion are of equivalent value will be added or deducted from the Fund. Reference to units includes reference to parts of units. Any income of a fund will be allocated to the capital of that fund.
- 1.14 Unit Allocation**
- 1.14.1 Unit allocation is notional. Its sole purpose is to determine benefits under the Plan. For each Plan Contribution paid units will be allocated in accordance with the investment strategy chosen by the Plan Holder on the relevant allocation day. The number of units allocated will be determined by multiplying the appropriate portion of each Contribution by the allocation percentage and dividing the resulting sum by the relevant Unit Price on the relevant allocation Date and rounding the number of units calculated to the next lower 1/100000th part of one unit. Any rounding adjustments accrue to the Operator.
- 1.14.2 Neither the Plan Holder nor any person with a beneficial interest in the Plan shall have an interest in the Funds which belong to the Operator.

1.14.3 The assets of each Fund are valued on such Valuation Date the Operator decides but not less frequently than monthly. The value of assets will be determined by the Operator by reference to an appropriate market value of assets less all charges and/or fees on investments and all liabilities and provisions in respect of investments and adjusted for the cost of purchase or sale of assets and for each Fund's liability or potential liability for taxes and expenses not already taken into account. For collective investment schemes or mutual funds the value of any holding will relate to the relevant quoted price on such Valuation Dates as the Operator in its complete discretion decides but not less frequently than monthly.

1.14.4 At each relevant Valuation Date the Operator will add and subtract such sums as it considers appropriate in accordance with these Plan Terms and Conditions. The valuation will establish in respect of each fund and unit the relevant Unit Price.

1.15 Switching between Funds

1.15.1 The Plan Holder may request the Operator in writing at any time and in an acceptable format to cancel some or all of the units allocated to the PIA in exchange for allocation of units of one or more new Funds.

1.15.2 The cancellation and purchase of units shall be subject to such minimum amounts as the Operator may determine from time to time.

1.15.3 The implementation of Plan Holder's instruction to switch may be subject to such charge as the Operator determines from time to time in accordance with the terms of the respective Funds. Any charge will be deducted by an adjustment to the number of units purchased.

1.15.4 The Operator at its discretion reserves the right to defer any switch to a Date it determines as detailed in Clause 1.24.2.

1.15.5 Future contributions will be apportioned according to the investment strategy chosen subject to any such minimum amount as the Operator determines from time to time.

1.16 Bonus Allocation

1.16.1 Bonus Allocation as percentage of first year annualized Contribution times Contribution Term, is added to each Plan at the Commencement Date. The amount of bonus is as shown in the Plan Schedule. The bonus will be added to the Personal Investment Account at inception of the Plan.

1.17 Benefits and Plan End Date

1.17.1 The Plan must end on the Plan Anniversary in the last year of the Plan Term. At this time the value of the Personal Investment Account becomes payable and will be liquidated and held pending till receipt of a valid instruction for onward transmission to the Plan Holder. The Plan End Date cannot be altered or further extended. The Plan may end prior to the Plan End Date in case of a Claim, Encashment or Termination as per Terms and Conditions.

1.17.2 The value of the account at the Plan End Date will be the number of units remaining allocated multiplied by the Unit Price on the Valuation Date immediately preceding the Benefit End Date. All Protection Benefits will cease at the End Date.

1.17.3 The Plan Holder may, subject to such evidence of health or other information that the Operator may require, request the Operator to add Additional Protection Benefits, decrease Protection Benefits (with the exception of Waiver of Contribution) or Remove Protection Benefits.

1.17.4 All such changes will be subject to such minima, maxima and terms applicable at the time of the change and at the discretion of the Operator.

1.18 Partial Withdrawal

1.18.1 After first three Plan Years Contributions have been paid, Plan Holder may, in writing to the Operator, request a Partial Withdrawal from the Investment Account. The Partial Withdrawals will be subject to such minimum and maximum amounts as the Operator may from time to time reasonably determine. Amount available in top-up fund will not be subject to any early Encashment Deduction.

1.18.2 The appropriate number of units, equal to the value of the Partial Withdrawal amount and any applicable charges are cancelled using Unit Price of the relevant Fund(s) at the relevant Valuation Date.

1.18.3 Following a Partial Withdrawal the Operator may at its discretion reduce the Protection Benefits by the amount of the Encashment or in proportion to the Amount that the Partial Withdrawal bears to the total value of the PIA.

1.19 Early Encashment

1.19.1 The Plan Holder may upon satisfactory completion of a Statement of Claim Form request Early Encashment of the Plan for a cash sum. The Plan and all units remaining allocated to the Plan are cancelled using Unit Price of the relevant Fund(s) at the Valuation Date next following the receipt of valid encashment instruction and proof of title to the satisfaction of the Operator. Encashment Deduction, as specified in the Plan Schedule, is applicable as a part of Early Encashment.

1.19.2 The payment of the Encashment Value sum discharges all liability under the Plan and all benefits cease and the Plan is terminated.

1.20 Assignment

1.20.1 The Plan Holder may assign the Plan to another party by giving notice to the Operator stating the details of the third party to which it is to be assigned.

1.20.2 The Operator will not be effected by notice of an assignment, exercise of any rights or options or any other fact relating to the Plan unless or until express notice in writing of the assignment, exercise or fact has been received at the Head Office of the Operator. Any and all such assignments, exercise of rights or options or any other fact must be accompanied by such documentary evidence as the Operator may reasonably require.

1.21 Claims

- 1.21.1 If a Covered Member suffers the event upon which the Applicable Protection Benefits are payable whilst the Plan is in force, the benefits detailed in the Plan Schedule and these Plan Terms and Conditions, will become payable to the Plan Holder. Any sum paid will be subject to proof to the satisfaction of the Operator of occurrence of the event upon which the Benefits are paid and the right, title and identity of the Claimants thereto.
- 1.21.2 The claimant should inform the Operator within 90 days of the incident giving rise to the claim not arising from a specifically excluded cause. All certificates, reports and information required by the Operator for processing any claim shall be furnished by the Claimants at their own expense and shall be in such form as the Operator may prescribe.
- 1.21.3 Subject to Joint Life provisions, the receipt of the entitled Benefit Amount payable under this Plan, by the Claimant(s), will discharge the Operator from any further liability under this Plan and will hold the Operator indemnified against the claims of third parties.
- 1.21.4 The Plan Holder may request that the Plan be held subject to a Beneficiary designation provision or a trust by separate notice to the Operator.
- 1.21.5 At the discretion of the Operator, the Covered Member shall be required to attend a medical examination conducted by a Medical Examiner approved by the Operator.

1.22 Law and interpretation

- 1.22.1 The Plan shall be governed by and construed in accordance with the laws of the United Arab Emirates having regard to relevant regulations and regulatory authority to the extent that these laws do not conflict with the general provisions of Shari'ah as determined by Shari'ah Supervisory Committee of the Operator. In the event of a change in the law, regulations or practices including without limitation any form of taxation on the contributions, profits or funds related to the Plan or which effect the Operator's ability without limitation to perform or provide benefits in relation to this Plan, the Operator may after giving three months' notice to the Plan Holder adjust the Contribution Rate, Plan Benefits or Plan Costs, Fees and Charges (relevant to the change) to the extent it deems appropriate. Any increase in Contribution Rate will be subject to regulatory approval.
- 1.22.2 The Plan Holder and any other party to this Contract will supply the Operator with such information as may be required to comply with Anti Money Laundering regulation in the UAE or any other relevant jurisdiction. Failure to supply such information may delay or prohibit the allocation of Plan Contributions or the payment of Benefits under this Plan.
- 1.22.3 The Operator shall not be deemed to provide any cover and shall not 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 the Operator to any breach of sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any other locally applicable laws or regulations.
- 1.22.4 This shall also apply to the trade or economic sanctions, laws or regulations enacted by the United States of America, insofar as this extension does not violate any regulation or specific national law applicable to the Operator.

1.23 General Exclusions

1.23.1 No Benefits under this Plan shall be payable in respect of Covered Members where the event giving rise to a claim under this Plan occurs as a result of:

1.23.1.1 Political Risk Exclusion

Excluded are any claims 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 claims:

1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

2) Any act of terrorism.

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 person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.

Excluded are also any claims directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

1.23.1.2 The Plan Holder commits suicide, attempts suicide or suffers from self-inflicted injuries or illnesses whether sane or insane within 12 Gregorian months of the Commencement Date or last reinstatement date or 12 months from increase in Benefit Amount.

1.23.1.3 Direct or indirect consequence of an unlawful act or provoked assault by the Covered Member, or punishment by due process of law.

1.23.1.4 Other exclusions more particularly described in Section 2 against applicable Protection Benefits.

1.24 Exceptional Circumstances

- 1.24.1 No liability shall arise if the Operator is prevented from fulfilling its obligations under this Plan due to an event of Force Majeure. In this Plan, 'Force Majeure' shall mean any cause preventing the Operator from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Operator, including without limitation strikes, lock-outs or other industrial disputes, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, Accidents, fire, flood or terrorist attack.
- 1.24.2 The Operator has the right to defer the cancellation of any units for a period not exceeding 180 days where the value of the units is attributable directly or indirectly to the value of real estate property and for a period not exceeding one month in other cases. In such event, the units of Funds will be valued at the Unit Prices ruling at the end of the period of deferment or where appropriate valued at Unit Prices at the end of the period of deferment. This right will be exercised only if the Operator and its Shari'ah Supervisory Committee consider the circumstances to be exceptional.
- 1.24.3 The Operator reserves the right to make a charge for exceptional transactions. The charge would be notified to the Plan Holder before being deducted from the PIA.

Section 2: Protection Benefits - Scope of Cover

- 2.1 Subject to the Terms and Conditions in this Plan the Operator shall pay the Protection Benefits shown in the Plan Schedule as Applicable as hereinafter provided. For Joint Life Dual Cover Plans, Protection Benefits are payable on occurrence of the covered event to any Covered Member. Protection Benefit(s) for the Second Covered Member continue until the Plan End Date, Claim payment, Termination, Early Encashment or termination of coverage under any other provision under the Terms and Conditions.

2.1.1 Family Takaful Benefit

- 2.1.1.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable.
- 2.1.1.2 In the event of the death of a Covered Member, from a cause not specifically excluded under Clause 1.23, on or after the Commencement Date and on or before the Plan End Date the Operator shall, subject to any limit(s) specified, pay the Plan Holder or Claimant the Amount shown in the Plan Schedule and these Plan Terms and Conditions as the sum payable on the Date of the Event upon which the benefit is payable. Proof of death of the Covered Member must be acceptable by the Operator before the payment can be made.
- 2.1.1.3 The Benefit Amount may be reduced in accordance with these Terms and Conditions or at the discretion of the Operator in the event of Partial Encashment or a reduction in Plan Contributions. In case of reduction in Family Takaful Benefit amount, other protection benefits may also be reduced proportionately.
- 2.1.1.4 For the purposes of calculating the Sum At Risk the Benefit Amount for First Covered Member will be reduced by the value of the units in the PIA, calculated using Unit Price at the relevant Valuation Day, in the Plan Currency, at the time of calculation subject to a minimum Sum At Risk of zero. For Second Covered Member, Sum-At-Risk is same as the Benefit Amount mentioned in the Plan Schedule.
- 2.1.1.5 The sum payable on the Date of the Event is the value of the units in the PIA multiplied by the relevant Unit Price at the date of calculation or Benefit Amount shown in the Plan Schedule, whichever is higher. Any excess of the Benefit Amount over the value of the units in the PIA would be payable out of Tabarru' Fund.
- 2.1.1.6 For Joint Life Dual Cover Plans, Plan would be assigned to Second Covered Member as a Plan Holder subsequent to payment of Family Takaful Benefit on death of First Covered Member. The Operator may reasonable require additional documents to fulfil the assignment. Due to payment of Family Takaful Cover as mentioned in 2.1.1.4, Fund Value of the Plan for Second Covered Member starts afresh. In order to continue cover, Second Covered Member is required to maintain sufficient Fund Value in order to sustain the Plan.
- 2.1.1.7 Subject to Joint Life provision, payment of the Benefit Amount will be full and final settlement of all sums due under this Plan which will terminate after this payment.**

2.1.2 Terminal Illness Benefit

- 2.1.2.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.
- 2.1.2.2 This benefit becomes payable upon submission, to the satisfaction of the Operator, of proof that the Covered Member is suffering from Terminal Illness as defined below:
"Any disease or injury process, which, in the opinion of specialist consultant holding such an appointment at an approved hospital, is highly likely to lead to death within six to twelve months."
- 2.1.2.3 The Benefit Amount is a prepayment of Family Takaful Benefit. The amount of the Terminal Illness Benefit on a Covered Member is the amount shown in the Plan Schedule and any endorsement issued. Sum at Risk will also be equal to the Terminal Illness Benefit amount stated in the Plan Schedule.
- 2.1.2.4 Subject to Joint Life provisions, payment of the Benefit Amount will be full and final settlement of all sums due under this Plan which will terminate after this payment.**

2.1.3 Permanent Total Disability Benefit

- 2.1.3.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.

- 2.1.3.2 In the event of the Permanent Total Disability of a Covered Member due to injury or illness arising out of a cause not specifically excluded under this Plan on or after the Commencement Date and on or before the Benefit Expiry Date of this Protection Benefit the Operator shall, subject to any limit(s) specified in these Plan Terms and Conditions, pay the Plan Holder the amount shown in the Plan Schedule as the sum payable on the Date of the Event upon which the benefit is payable.
- 2.1.3.3 Permanent Total Disability means a disability rendering the Covered Member unable to earn income in any occupation, trade or profession, during remaining life time. Provided that the disability shall be for a period of 180 consecutive days and that the Operator is satisfied that the Covered Member will be so rendered indefinitely. For Covered Members aged 66 to 75, the Covered Member shall be regarded as being totally and permanently disabled on failure to perform 3 out of 6 Activities Of Daily Living without the continuous assistance of another person.
- A Covered Member shall be regarded as being totally and permanently disabled if the Covered Member has been subject to one (or more) of the following impairments:
- Total and permanent loss of sight in both eyes, or
 - Loss by physical severance (or total and permanent loss of use) of two limbs at or above the wrist or ankle, or
 - Total and permanent loss of sight in one eye and the loss by physical severance (or total and permanent loss of use) of one limb at or above the wrist or ankle.
- 2.1.3.4 At the discretion of the Operator the Covered Member shall be required to attend a medical examination conducted by a Medical Examiner approved by the Operator.
- 2.1.3.5 The Plan Holder and /or Covered Member must advise the Operator any change in occupation or duties. The Operator reserves the right to adjust the cost of the benefit in response to any change in occupation or duties.
- 2.1.3.6 No Benefit claim is payable if disability results from:**
- 1) **Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.**
 - 2) **Misuse of Drugs or Alcohol unless prescribed or administered by a registered Medical Practitioner.**
 - 3) **Involvement in or training for or performance of any underwater activity, any dangerous sport (i.e. mountaineering, hunting, potholing and caving, mountain biking, canyoning, competition and/or trans-ocean sailing) or riding of animals and/or driving of vehicles in any form of race or competition whether at water or at land.**
 - 4) **Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).**
 - 5) **For Covered Members of armed forces, armed guards, security services or police forces, PTD due to job-specific technical exercises (with or without the use of ammunition), engagement in raids or similar missions are excluded. However, PTD due to other causes not within this exclusion list (accident and / or sickness) are covered.**
 - 6) **Aids or Aids related complex (ARC) or any related disease unless it is due to blood transfusion and under medical Supervision (not applicable to Accidental cover)**
 - 7) **Any complication arising from pregnancy, childbirth or abortion.**
 - 8) **Poisoning (including the inhalation of gases) unless it's occurring simultaneously with, and in consequence of an accident.**
 - 9) **Any impairment or physical defect or deformity existing prior to the Commencement Date or last reinstatement date of the Plan provided that it was not disclosed by the Covered Member and covered by the Operator.**
 - 10) **Mental or nervous disorder.**
 - 11) **Any event as stated under Clause 1.23 - General Exclusions.**
- 2.1.3.7 The amount of the Permanent Total Disability Benefit on a Covered Member cannot exceed the Family Takaful Benefit and is equal to the amount shown in Plan Schedule and any endorsement issued. Sum at Risk will also be equal to the Permanent and Total Disability Benefit amount stated in the Plan Schedule. On the date of payment of a claim under this benefit, the Family Takaful Benefit will be reduced by the amount paid under the Permanent and Total Disability Benefit.
- 2.1.4 Waiver of Contribution**
- 2.1.4.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.
- 2.1.4.2 This benefit becomes payable up to Benefit Expiry Date if the Covered Member is certified by a Medical Practitioner approved by the Operator as totally and permanently disabled due to injury or illness arising out of a cause not specifically excluded under this Plan for a continuous period of 180 days, from following any occupation. The Date of Event is the date of disability or 180 days prior to the notification of disability to the Operator, whichever is later. Definition of disability as per clause 2.1.3 is also applicable to this benefit.
- 2.1.4.3 The Benefit is equal to the remaining amount of the Regular Contribution up to the Benefit Expiry Date from the date of event.
- 2.1.4.4 At the discretion of the Operator the relevant Covered Member may be required to attend a medical examination conducted by a Medical Examiner approved by the Operator.
- 2.1.4.5 The Plan Holder and /or Covered Member must advise the Operator of any change in occupation or duties. The Operator reserves the right to adjust the cost of the benefit in response to any change in occupation or duties.
- 2.1.4.6 No Benefit claim is payable if disability results from:**
- 1) **Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.**
 - 2) **Misuse of Drugs or Alcohol unless prescribed or administered by a registered Medical Practitioner.**
 - 3) **Involvement in or training for or performance of any underwater activity, any dangerous sport (i.e. mountaineering, hunting, potholing and caving, mountain biking, canyoning, competition and/or trans-ocean sailing) or riding of animals and/or driving of vehicles in any form of race or competition whether at water or at land.**

- 4) **Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).**
- 5) **For Covered Members of armed forces, armed guards, security services or police forces, PTD due to job-specific technical exercises (with or without the use of ammunition), engagement in raids or similar missions are excluded. However, PTD due to other causes not within this exclusion list (accident and / or sickness) are covered.**
- 6) **Aids or Aids related complex (ARC) or any related disease unless it is due to blood transfusion and under medical supervision (not applicable to Accidental cover)**
- 7) **Any complication arising from pregnancy, childbirth or abortion.**
- 8) **Poisoning (including the inhalation of gases) unless it's occurring simultaneously with, and in consequence of an accident.**
- 9) **Any impairment or physical defect or deformity existing prior to the Commencement Date or last reinstatement date of the Plan provided that it was not disclosed by the Covered Member and covered by the Operator.**
- 10) **Mental or nervous disorder.**
- 11) **Any event as stated under Clause 1.23 - General Exclusions.**

2.1.5 Critical Illness Benefit

- 2.1.5.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.
- 2.1.5.2 This benefit becomes payable upon the production, to the satisfaction of the Operator, of proof that the Covered Member is suffering from a Critical Illness, on or after the Commencement Date and on or before the Benefit Expiry Date for this protection benefit, as defined in the following sections. Coverage under this benefit will commence after the expiry of a period of 6 months from the Risk Commencement Date and is subject to a survival period of one month from the diagnosis of a Critical Illness under the terms of this benefit or as specifically mentioned under terms of relevant Critical Illness.
- 2.1.5.3 Critical Illness benefit is payable only in case of "first incidence" of the listed critical illnesses, i.e. if the Plan Holder is suffering from or has in the past suffered from any of the listed critical illnesses (even if recovered or in remission), he/she will automatically be excluded from this benefit.
- 2.1.5.4 On payment of a Claim under this benefit the Operator will reduce any Family Takaful Benefit Amount by the amount of the Critical Illness claim. Only one claim under this Additional Benefit will be payable in respect of a Covered Member.
- 2.1.5.5 The Critical Illness Sum At Risk is equal to the Sum Covered for this Benefit as appearing in the Plan Schedule.
- 2.1.5.6 The Operator must receive notification of a claim under the Critical Illness Benefit within 60 days of the Covered Member's first knowledge of diagnosis. The following Critical Illnesses and relevant conditions are covered under this benefit:

2.1.5.6.1 Alzheimer's

Unequivocal diagnosis of Alzheimer's disease (presenile dementia) before age 65 that has to be confirmed by a specialist and evidenced by typical findings in cognitive and neuroradiological tests (e.g. CT scan, MRI, PET of the brain). The disease must result in a permanent inability to perform independently three or more activities of daily living or must result in need of supervision and the permanent presence of care staff due to the disease. These conditions have to be medically documented for at least three months.

2.1.5.6.2 Aorta graft surgery

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. **Surgery performed using only minimally invasive or intra-arterial techniques are excluded.**

2.1.5.6.3 Aplastic Anaemia

Unequivocal diagnosis of bone marrow failure confirmed by a specialist and evidenced by the result of bone marrow biopsy. Disease must result in anaemia, neutropenia and thrombocytopenia and must require treatment with at least one of the following:

- Blood product transfusion
- Marrow stimulating agents
- Immunosuppressive agents
- Bone marrow transplantation

2.1.5.6.4 Bacterial Meningitis

Inflammation of the membranes of the brain or spinal cord, that has to be confirmed by a specialist and evidenced by specific test results (e.g. exam of blood and cerebrospinal fluid, CT scan or MRI of brain). The inflammation must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

2.1.5.6.5 Benign brain tumour

Removal of a non-cancerous growth of tissue in the brain under general anaesthesia leading to a permanent neurological deficit or if inoperable also leading to

a permanent neurological deficit. Diagnosis has to be confirmed by a specialist and evidenced by typical findings in CT scan or MRI. Permanent neurological deficit means the condition has to be medically documented for at least three months. **Specifically excluded are all cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine.**

2.1.5.6.6 Blindness

Total, permanent and irreversible loss of all sight in both eyes as a result of sickness or accident. Diagnosis has to be confirmed by a specialist (best by an ophthalmologist) and evidenced by specific test results.

2.1.5.6.7 Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The diagnosis must be confirmed by a specialist and evidenced by definite histology. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin's disease.

The following are excluded from cover under this illness:

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a N0 M0)
- Any malignant tumour in the presence of any human immunodeficiency virus

2.1.5.6.8 Cardiomyopathy

The unequivocal diagnosis by a consultant cardiologist appointed by Takaful Operator of cardiomyopathy causing impaired ventricular function, suspected by ECG abnormalities and confirmed by cardiac echo of variable aetiology and resulting in permanent physical impairments to the degree of at least Class 4 of the New York Heart Association classification of cardiac impairment. This impairment must have been medically documented for at least 3 months. **Cardiomyopathy directly related to alcohol misuse is excluded.**

2.1.5.6.9 Coma

A coma that persists for at least 96 hours where all the following conditions are met:

- (i) there is no response to external stimuli for at least 96 hours,
- (ii) life support measures are necessary to sustain life and
- (iii) there is brain damage that results in a permanent neurological deficit

The permanence of the neurological deficit must be assessed by a neurologist appointed by the Takaful Operator at least 30 days after the onset of the coma. **Coma associated with alcohol or drug abuse is excluded.**

2.1.5.6.10 Coronary artery by-pass grafts

The actual undergoing of open chest surgery for the correction of two 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 and realization of surgery has to be confirmed by a specialist.

The following are excluded from cover under this illness:

- Angioplasty
- Any other intra-arterial procedures
- Key-hole surgery

2.1.5.6.11 Creutzfeldt-Jakob disease

The diagnosis of Creutzfeldt-Jakob's disease by a neurologist appointed by the Takaful Operator and as evidenced by the combination of:

- anamnesis,
- clinical course and
- neuro-physiological, laboratory and imaging investigation results.

According to the UK diagnostic criteria for the diagnosis of Creutzfeldt-Jakob's disease, the diagnosis has to be rated as probable or definite. The condition must result in there being at least 3 of the 6 Activities of Daily Living which the Covered Member (with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) is unable to perform without the continuous assistance of another person.

For a benefit to be payable, such disability must have persisted for a continuous period of at least 3 months and must (at the end of that period) be deemed by a neurologist appointed by the Takaful Operator to be permanent.

2.1.5.6.12 Deafness

Total, permanent and irreversible loss of hearing in both ears as a result of sickness or accident. The diagnosis has to be confirmed by a specialist (best by an

ear, nose and throat specialist) and evidenced by means of audiometry.

2.1.5.6.13 Encephalitis

Inflammation of the brain (cerebral hemisphere, brainstem or cerebellum) associated with viral or bacterial infections, the diagnosis of which has to be confirmed by a specialist and evidenced by specific test results (e.g. exam of blood and cerebrospinal fluid, CT scan or MRI of brain). The disease must result in a permanent inability to perform independently three or more activities of daily living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

2.1.5.6.14 Heart Attack

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a specialist and evidenced by all of the following criteria:

- a) History of typical chest pain
- b) New characteristic electrocardiogram changes
- c) Elevation of infarction specific enzymes, troponins or other biochemical markers

The following are excluded from cover under this illness:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of troponin I or T
- Other acute coronary syndromes (e.g. stable/unstable angina pectoris)
- Silent myocardial infarction

2.1.5.6.15 Heart valve replacement or repair

The undergoing of surgery to replace or repair one or more defective heart valves. The following procedures are covered under this definition:

- Heart valve replacement or repair with full sternotomy (vertical division of the breastbone), partial sternotomy or thoracotomy
- Ross-Procedure
- Catheter-based valvuloplasty
- Transcatheter aortic valve implantation (TAVI)

The surgery must be determined to be medically necessary by a Consultant Cardiologist or Cardiac Surgeon and supported by echocardiogram or cardiac catheterisation findings.

For the above definition, the following are not covered:

- Transcatheter mitral valve clipping.

2.1.5.6.16 HIV

Infection by any human immunodeficiency virus (HIV) where it was acquired as a result of an accident while carrying out normal occupational duties. Any accident giving rise to a potential claim must be reported to Takaful Operator within seven days providing a detailed report of the accident and must be supported by a negative HIV antibody test taken immediately after the accident. Seroconversion to HIV infection must occur within six months of the accident.

Infection by any human immunodeficiency virus (HIV) or diagnosis of acquired immune deficiency syndrome (AIDS), acquired as a result of blood transfusion, provided that all of the following conditions are met:

- a) The infection is due to a medically necessary blood transfusion received after commencement of the Plan.
- b) The institution which provided the transfusion admits liability.
- c) The Covered Member is not a haemophiliac.

2.1.5.6.17 Kidney failure

End stage 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. Diagnosis has to be confirmed by a specialist.

2.1.5.6.18 Liver failure

Advanced liver disease resulting in cirrhosis which must be confirmed by a specialist and evidenced by a Child-Pugh stage B or Child-Pugh stage C with regard to the following criteria:

- a) Permanent jaundice (bilirubin > 2 mg/dl or 35 µmol/l)
- b) Moderate ascites
- c) Albumin < 3.5 g/dl
- d) Prothrombin time > 4 sec or INR > 1.7
- e) Hepatic encephalopathy

The following are excluded from cover under this illness:

- Child-Pugh stage A

- Liver disease secondary to alcohol or drug misuse

2.1.5.6.19 Loss of independent existence

This means that the Covered Member is totally and permanently unable to perform independently three or more Activities of Daily Living . Diagnosis has to be confirmed by a specialist.

2.1.5.6.20 Loss of hands or feet

Total and irrecoverable severance of two or more limbs from above the elbow/wrist or knee/ankle joint as the result of an accident or of a medically required amputation. Diagnosis has to be confirmed by a consultant specialist at an approved hospital.

2.1.5.6.21 Loss of speech

Total and irreversible loss of the ability to speak due to injury or disease of the vocal cords. The condition has to be medically documented by a specialist (best by an otorhinolaryngologist) for at least six months. **Psychogenic loss of speech is excluded from cover.**

2.1.5.6.22 Major organ transplant

The actual undergoing of transplantation as the recipient of a heart, lung, liver, pancreas, small bowel, kidney or bone marrow. Realisation of the transplantation has to be confirmed by a specialist.

2.1.5.6.23 Motor neurone disease

Unequivocal diagnosis of motor neurone disease (e.g. amyotrophic lateral sclerosis, spinal muscular atrophy, primary lateral sclerosis, progressive bulbar palsy, pseudo bulbar palsy) that has to be confirmed by a specialist and evidenced by typical findings in electromyography and electroneurography. The disease must result in a permanent inability to perform independently three or more activities of daily living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

2.1.5.6.24 Multiple sclerosis

Unequivocal diagnosis of multiple sclerosis by a specialist (preferably by a neurologist). The disease has to be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings.

For proving the diagnosis the Covered Member must either 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 at least one month apart or must have had at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid as well as specific cerebral MRI lesions.

2.1.5.6.25 Paralysis of limbs

Total and irreversible loss of use of two or more limbs through paralysis due to accident or sickness of the spinal cord. These conditions have to be medically documented by a specialist for at least three months.

- Paralysis due to Guillain-Barré syndrome is excluded from cover under this illness.

2.1.5.6.26 Parkinson's

Unequivocal diagnosis of idiopathic or primary Parkinson's disease (**all other forms of Parkinsonism are excluded from cover under this illness**) before age 65 that has to be confirmed by a specialist. The disease must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

2.1.5.6.27 Poliomyelitis

The occurrence of poliomyelitis where both the following conditions are met:

- (i) the polio virus is identified as the cause and
- (ii) paralysis of the limb muscles or respiratory muscles must be present and must have persisted for at least 3 months.

Other causes of paralysis are specifically excluded from cover under this illness.

2.1.5.6.28 Primary Pulmonary arterial hypertension

An increase in the blood pressure in the pulmonary arteries caused by either an increase in pulmonary capillary pressure, increased pulmonary blood flow or increased pulmonary vascular resistance. Diagnosis has to be confirmed by a specialist and has to be evidenced by cardiac catheterisation showing a mean pulmonary artery pressure during rest of at least 20 mm Hg. Furthermore right ventricular hypertrophy or dilatation and signs of right heart failure have to be medically documented for at least three months.

2.1.5.6.29 Progressive supranuclear palsy

The unequivocal diagnosis of progressive supra-nuclear palsy by a consultant neurologist appointed by the Takaful Operator. The diagnosis must be supported by all of the following:

- loss of balance
- difficulties with visual convergence, or other visual problems
- indecipherable speech,
- mental changes.

The condition must result in their being at least 3 of 6 Activities of Daily Living which the Covered Member (with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) is unable to perform without the continuous assistance of another person.

For a benefit to be payable, such disability must have persisted for a continuous period of at least 6 months and must (at the end of that period) be deemed permanent by a consultant physician appointed by the Takaful Operator.

2.1.5.6.30 Pulmonary artery surgery

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Consultant Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

2.1.5.5.31 Severe Lung Disease / Respiratory Failure

End-stage lung disease, causing chronic respiratory failure, as evidenced by all of the following:

- FEV1 test results consistently less than 1 litre,
- the requirement for permanent supplementary oxygen therapy for hypoxemia,
- arterial blood gas analyses with partial oxygen pressures of 55mmHg or less (PaO₂ < 55mmHg) and
- dyspnoea at rest.

The diagnosis must be confirmed by a respiratory physician appointed by the Takaful Operator.

2.1.5.6.32 Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist and evidenced by typical clinical symptoms as well as typical findings in a CCT scan or MRI of the brain. Evidence of neurological deficit for at least three months has to be produced.

The following are excluded from cover under this illness:

- **Transient ischemic attacks (TIA)**
- **Traumatic injury of the brain**
- **Neurological symptoms due to migraine**
- **Lacunar strokes without neurological deficit**

2.1.5.6.33 Systemic Lupus Erythematosus

An autoimmune illness in which tissues and cells are damaged by deposition of pathologic autoantibodies and immune complexes. Of significant importance for the outcome is the involvement of the kidneys. The renal function of the Covered Member has to be impacted due to the SLE (it has to be classified as Class III to Class VI lupus nephritis according to the classification of results of renal biopsy by WHO). **Other types of lupus, such as the discoid lupus erythematosus or those that only affect the blood and joints are excluded from cover under this illness.** Diagnosis has to be confirmed by a specialist and evidenced by a histological report.

WHO's classification of lupus nephritis:

WHO I : Normal glomeruli

WHO II : Pure mesangial alterations

WHO III : Focal segmental or focal proliferative glomerulonephritis

WHO IV : Diffuse proliferative glomerulonephritis

WHO V : Diffuse membranous glomerulonephritis

WHO VI : Advanced sclerosing glomerulonephritis

2.1.5.6.34 Third-degree burns

Third degree burns covering at least 20% of the surface area of the Covered Member's body. Diagnosis has to be confirmed by a specialist and evidenced by specific results of the Lund Browder chart or equivalent burn area calculators.

2.1.5.6.35 Permanent Total Disability

Please refer to Section 2.1.3 for details. Permanent Total Disability coverage ceases at age 75.

2.1.5.6.36 Traumatic head injury

Major trauma to the head with disturbance of the brain function that has to be confirmed by a specialist and evidenced by typical findings in neuroradiological tests (e.g. CT scan or MRI of the brain). The trauma must result in a permanent inability to perform independently three or more Activities of Daily Living or must result in a permanent bedridden situation and inability to get up without outside assistance. These conditions have to be medically documented for at least three months.

2.1.5.7 No Benefit claim is payable if claim results from:

- 1) Any disease which is the direct or indirect result of, or is related to a sero-positive infection of human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any similar or AIDS-related syndrome;
- 2) Congenital defect or disease which has manifested or was diagnosed before the Covered Member attains the age of seventeen (17) years;
- 3) Any injury that occurred, or sickness that first appeared, first happened or was first diagnosed before the plan commenced or was last reinstated, provided that it was not disclosed by the Covered Member and covered by the Operator.
- 4) Mental or nervous disorder.
- 5) Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- 6) Involvement in or training for or performance of any underwater activity, any dangerous sport (i.e. mountaineering, hunting, potholing and caving, mountain biking, canyoning, competition and/or trans-ocean sailing) or riding of animals and/or driving of vehicles in any form of race or competition whether at water or at land.
- 7) For Covered Members or armed forces, armed guards, security services or police forces, PT due to job-specific technical exercises (with or without the use of ammunition), engagement in raids or similar missions are excluded. However, PT due to other causes not within this exclusion list (accident and / or sickness) are covered.
- 8) Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).
- 9) Any event as stated under Clause 1.23 - General Exclusions.

2.1.6 Accidental Death Benefit

2.1.6.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable. The amount of Accidental Death Benefit cannot exceed the Family Takaful Benefit and is equal to the amount shown in your Plan Schedule and any endorsement issued. Sum at Risk will also be equal to the Accidental Death amount stated in the Plan Schedule.

2.1.6.2 This Additional Benefit provides a lump sum, if a Covered Member dies on or after the Commencement Date and on or before the Benefit Expiry Date for this Protection Benefit, directly and solely as a result of an Accident within 30 days of accidental bodily injury. Upon accidental death, sum covered under this rider would be paid in addition to Family Takaful Benefit.

2.1.6.3 Subject to Joint Life provisions, payment of this Benefit Amount will be a full and final settlement of all sums due under this Plan which will terminate after this payment. Proof of death and cause of death of the Covered Member must be acceptable by the Operator before payment can be made.

2.1.6.4 No Benefit claim is payable if claim results from:

- 1) Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.
- 2) Misuse of Drugs or Alcohol unless prescribed or administered by a registered Medical Practitioner.
- 3) Involvement in or training for or performance of any underwater activity, any dangerous sport or riding or driving of animals or vehicles, whether at water, at land or in the air, in any form of race or competition.
- 4) Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).
- 5) For Covered Members of armed forces, armed guards, security services or police forces, Death due to job-specific technical exercises with or without the use of ammunition, engagement in raids or similar missions are excluded. However, Death due to other accidental causes not within this exclusion list is covered.
- 6) Any event as stated under Clause 1.23 - General Exclusions.

2.1.7 Accidental Total or Partial Permanent Disability (Accidental Dismemberment Benefit)

2.1.7.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.

2.1.7.2 This additional benefit provides a lump sum payable in the event of bodily injury(ies), which were directly and independently of all other causes caused by an accident and incurred within 90 days after the accident, on or after the Commencement Date and on or before the Benefit Expiry Date. The amount of the Benefit on a Covered Member is equal to the amount shown in Plan Schedule and any endorsement issued. Sum at Risk will be equal to the Benefit amount stated in the Plan Schedule. The following table provides list of disabilities covered under this benefit:

Accidental Total or Partial Permanent disability occasioned by:	% of Benefit Amount
Total and Permanent Disability	100%
Irrecoverable loss of sight in both eyes	100%
Total paralysis of the spine	100%
Partial paralysis of the spine (affecting two limbs)	65%
Irrecoverable loss of sight in one eye	50%
Irrecoverable loss of hearing or speech	50%
Irrecoverable loss of hearing in one ear	15%
Loss of arm from shoulder	75%
Loss of forearm or hand	65%
Loss of leg below hip	75%
Loss of leg at or below knee	60%
Loss of thumb (both phalanges) and index finger (three phalanges)	25%
Loss of thumb (both phalanges)	15%
Loss of thumb (one phalanx)	10%
Loss of index finger (three phalanges)	10%

2.1.7.3 Further, in no circumstances will the amount payable in respect of any Covered Member, whether as a result of one accident or of a number of accidents, shall exceed 100% of Benefit Amount under this cover. That is:

- a) If the Covered Member becomes a Permanent Total Disability (PTD) claim after a waiting period of 180 days, 100% of the sum covered under this rider shall be paid and the rider ceases.**
- b) If the Covered Member becomes a Permanent Partial Disability (PPD) claim due to an accident (not Illness) according to the scale of benefits the corresponding percentage of the cover under this benefit shall be paid. In case the Covered Member becomes entitled to claim several benefits (disregarding whether these result from one or several accidents) according to the above scale of benefits these shall be added up but limited to 100% of the cover under this rider. Whenever 100% is reached, the benefit ceases.**
- c) If the Covered Member first becomes a PPD claim and later on a PTD claim, first the corresponding percentage of the cover according to the scale of benefits shall be paid. Should this payment be less than 100% of the cover and the Covered Member becomes a PTD claim afterwards, he becomes eligible for the difference between 100% of the cover and the percentage already paid for the PPD claim.**

2.1.7.4 At the discretion of the Operator the Covered Member shall be required to attend a medical examination conducted by a Medical Examiner approved by the Operator.

2.1.7.5 The Plan Holder and/or Covered Member must advise the Operator any change in occupation or duties. The Operator reserves the right to adjust the cost of the benefit in response to any change in occupation or duties.

2.1.7.6 If the consequences of the accident have been aggravated by a disease or by an infirmity existing before the accident or which occurred afterwards without itself being an immediate result of the accident, the indemnity will be paid only for the consequences which, according to medical experts, the accident would have had if these diseases or infirmities had not existed before or had not occurred.

2.1.7.7 No Benefit claim is payable if claim results from:

- 1) Aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized airline or charter service.**
- 2) Misuse of Drugs or Alcohol unless prescribed or administered by a registered Medical Practitioner.**
- 3) Involvement in or training for or performance of any underwater activity, any dangerous sport or riding or driving of animals or vehicles, whether at water, at land or in the air, in any form of race or competition.**
- 4) Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).**
- 5) For Covered Members of armed forces, armed guards, security services or police forces, Accidental Total or Partial Permanent Disability due to job-specific technical exercises (with or without the use of ammunition), engagement in raids or similar missions are excluded. However, Accidental Total or Partial Permanent Disability due to other accidental causes not within this exclusion list is covered.**
- 6) Any event as stated under Clause 1.23 - General Exclusions.**

2.1.8 Family Income Benefit

2.1.8.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.

2.1.8.2 This additional benefit provides a regular level income, as stated in Plan Schedule, payable periodically in advance from the date of death until the Benefit End Date, to the Beneficiary. The Beneficiary may request such payments to be made quarterly, half yearly or yearly. The beneficiary may alternatively request the payment as a lump-sum in lieu of a regular income and upon such request the Operator will calculate a discounted lump-sum which is equivalent, in present value terms, to the regular income which would have been paid and shall pay it to the Beneficiary as requested.

2.1.8.3 For the purpose of calculating the monthly cost of the Family Income Benefit, the sum at risk in respect of this benefit will be equal to the annual Family Income Benefit multiplied by annuity certain payable in advance for the number of months remaining to the Benefit End Date at a discount rate as reasonably determined by the Operator.

2.1.9 Passive War Risk Benefit

2.1.9.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.

2.1.9.2 The Operator shall provide cover for Covered Members living and resident in the United Arab Emirates in respect of Family Takaful Benefit, and/or permanent total and/or permanent partial disability as a result of war (passive war risk), under the following provisions:

- 1) War means also invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- 2) The death and/or total permanent disability benefit in the event of war shall be limited to the automatic acceptance limit, at the most, however, to US\$ 1,000,000 per Covered Member. The accidental death and/or the permanent partial disability benefit in the event of war shall be limited to the automatic acceptance limit, at the most, however, to US\$ 500,000 per Covered Member.

2.1.9.3 The following claims are not covered under this Benefit

- a) Where the Covered Member was a combatant or, although non-combatant, participated in war or warlike activities or voluntarily entered the immediate area of hostilities. Anybody supplying, transporting, or otherwise handling facilities, equipment, devices, vehicles, weapons, or other materials intended for use in war by a party engaged in hostile actions, shall be deemed to be an active participant in war.
- b) Directly or indirectly arising out of the use of atomic, biological, chemical weapons as well as radioactive, biological or chemical contamination in the event of war. For the purpose of b) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.
- c) Due to terrorism where terrorism shall mean the following:
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 person or group(s) of persons, whether acting alone or on behalf of or in connection with any Organization(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.
- d) Resulting from Covered Member travelling to a country where there is a war, whether war has been declared or not, or after it has been recognized as a war zone by the United Nations or where there are war like operations, as described below. "Warlike operations" means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power and martial law or state of siege.
- e) Arising from a war or warlike operation if coverage can or could be obtained from a government institution, as a result of national legislation or through an insurance or reinsurance pool or a market solution of war.

2.1.9.4 The Operator shall have the right to introduce a contribution or alter an existing Plan Contribution or charge an extra contribution by an appropriate deduction from the PIA or cancel the liability with respect to Passive War Risk Benefit at any time in exceptional circumstances to reflect increased risk in response to changed circumstances after a period of notice of seven days to the last known address of the Plan Holder.

2.1.10 Hospital Cash Benefit

2.1.10.1 This benefit shall not apply unless stated in the Plan Schedule as Applicable and will not be effective unless Family Takaful Benefit is also Applicable.

2.1.10.2 In the event of an accident, injury or illness first occurring or manifesting itself and causing the Covered Member's hospitalisation to exceed a continuous period of 72 hours (3 days), on or after the Commencement Date and on or before the Benefit Expiry Date, the Takaful Operator will pay the agreed hospital daily benefit for each continuous and completed period of 24 hours of hospitalisation (retroactive payment from the first day after completion of the 72 hours as above) up to 30 days per year.

2.1.10.3 Benefits under this rider shall come into force once the waiting period of 90 days has elapsed, starting from the Commencement Date. In cases of hospitalization due to an accident occurring after the Commencement Date, waiting period shall not apply.

2.1.10.4 Excluded from coverage are all hospital stays related directly or indirectly to:

- 1) Pre-existing conditions, impairments, physical defect or deformity existing prior to the Commencement Date or last rein statement date unless they have been declared by the Covered Member and accepted by the Takaful Operator in writing;
- 2) Aviation, gliding or any other form or aerial flight other than as a fare paying passenger of a recognized commercial airline.
- 3) Dental treatment, dialysis, circumcision (unless medically necessary), Epilepsy/mental diseases or geriatric, psycho-geriatric or psychiatric condition;
- 4) Rest cures and preventive measures or confinement to convalescent or nursing homes;
- 5) Pregnancy, childbirth, abortion, any assisted reproductive technique such as IVF etc including any complications arising thereof.
- 6) Cosmetic and plastic surgery, unless resulting from an accident covered under this contract and treatment within a maximum of six months.
- 7) Any disease which is the direct or indirect result of, or is related to a sero-positive infection of human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any similar or AIDS-related syndrome;
- 8) Nuclear fission, nuclear fusion or radioactive contamination or any result thereof (chemical and biological).
- 9) Birth defects and congenital diseases/anomalies;

- 10) **Misuse of Drugs or Alcohol unless prescribed or administered by a registered Medical Practitioner.**
- 11) **Overweight/obesity (e.g. stomach stapling surgery); weight reduction, weight improvement, bulimia, anorexia nervosa;**
- 12) **Correction of eye refraction, except to the extent that such surgery is medically necessary for the repair of damage caused solely by accidental bodily injuries covered under this contract;**
- 13) **Involvement in or training for or performance of any underwater activity, any dangerous sport or riding or driving of animals or vehicles, whether at water, at land or in the air, in any form of race or competition or any sports in a professional capacity unless otherwise agreed in writing by the Takaful Operator;**
- 14) **Medically unnecessary treatments or treatments not carried out by a qualified physician or by a physician who is a member of the Covered Member's family (spouse, parent, child or a sibling)**
- 15) **Removal of material that was implemented in a former surgery before Commencement Date or last reinstatement date; hospitalization for purely diagnostic procedures only (e.g. endoscopy) or as a donor in a transplantation procedure;**
- 16) **For developing / underdeveloped countries, hospitalization in a Hospital with less than 25 beds**
- 17) **Officially recognized epidemics / pandemics by WHO and/or national law**
- 18) **Benefits related to following illnesses come into force after a waiting period of 365 days has elapsed, starting from the Commencement Date or last reinstatement date. The illnesses are hernia of any type, tumours of any type, uterine leiomyoma and/or fibroids, anal fistula, intervertebral discs disorders, knee replacement, hysterectomy.**
- 19) **Any event as stated under Clause 1.23 - General Exclusions.**

Section 3: Claims Procedure

This note does not form part of the Plan but should be kept with the Plan details for reference.

Upon the happening of an event giving rise to a claim under this Plan, the Claimant should follow the below mentioned procedure:

- 3.1 Write to: Head of Claims – Family Takaful
Address: Ground Floor, Block A – Spectrum Building, Sheikh Rashid Road, P.O. Box 10214, Dubai,
United Arab Emirates
Tel No: +971 4 4070881, +971 4 4070886, +971 4 4070889
E-mail: claims@salamalife.ae

The Operator will issue a Statement of Claim Form

- 3.2 The Claimant should complete the Statement of Claim Form issued by the Operator and produce such evidence to substantiate the claim and the title of the claimant as the Operator may require.