



Takaful Protection Plan (Personal Accident Cover)



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Part of Majid Al Futtaim Finance L.L.C.
P.O. Box 35995, Dubai, UAE. Tel. No. 600 57 NAJIM (6256)

Plan Terms and Conditions

We are pleased to append below the salient features of your life Takaful coverage plan terms and conditions so that you may get better understanding of the overall plan, general exclusions and the process for filing a claim in case of an accidental death of the Covered Member:

General Provisions

- ✍ SALAMA - Islamic Arab Insurance Co. (P.S.C) (the "Operator"), registered office- P.O. Box 10214, Dubai, United Arab Emirates. Najm (the "Company" or the "Plan Holder"), registered office – P. O. Box 35995, Dubai, United Arab Emirates.
- ✍ The term "Claimant" for the purposes of this Plan means the person or persons making a claim under this Plan.
- ✍ The Takaful plan is provided in accordance with the Islamic Shari'ah principles;
- ✍ The geographical limit for this plan is 'worldwide' and the currency of the plan is UAE Dirham;
- ✍ The cover is subject to the jurisdiction of the competent courts of the United Arab Emirates;
- ✍ This plan shall terminate upon the happening of one or more of the following:
 - ✓ The Covered Member no longer meets the eligibility criteria;
 - ✓ The non-payment of a Plan Contribution by the Plan Holder before the end of the grace period.
 - ✓ The Plan Holder is no more eligible to offer benefits as advised by regulatory authorities such as Central Bank or otherwise under any applicable law or regulation.
 - ✓ Receipt of a valid request for cancellation of the benefits under this Plan from the Company in accordance with the terms and conditions of this Plan.
 - ✓ The Plan terminates.
 - ✓ Death of the Covered Member.
 - ✓ The Absolute Benefit Limit is reached.
 - ✓ When the Covered Member's visa is cancelled and he leaves the country.
- ✍ The Operator can amend the protection benefits and the plan terms and conditions applying to the Covered Member without agreement if any particulars, statements or answers are found to be incorrect or the Operator discovers that the Covered Member has misrepresented or omitted any fact which was known, or a reasonable person in the circumstances ought to have known, was material to the assessment of the risk.
- ✍ In the event that any 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 Covered Member in connection with this Plan is, or proves to have been incorrect or misleading in any material respect when made, the Plan or Protection benefits hereunder may become null and void;
- ✍ If any claim under this Plan is in any way fraudulent or unfounded, all Protection Benefits under this Plan shall be forfeited in respect of the relevant Covered Member.
- ✍ No legal actions resulting from this Plan shall be possible after a period stipulated by the laws of the United Arab Emirates.

Section 1

Eligibility Criteria

All clients of the Company who are between age(s) 65 - 18 and have been accepted for Takaful coverage by the Operator.

Section 2

Scope of Cover

ACCIDENTAL DEATH BENEFIT

In the event of the accidental death of a Covered Member within 30 days of the Accident, from a cause not specifically excluded under this Plan, on or after the Commencement Date and during the validity of the cover under this Plan, the Operator shall, subject to any limit(s) specified, pay the Plan Holder the Amount shown in the Covered Members' List or the Plan Schedule at the time of death as the sum payable.

The benefit covers death solely caused by Accident as herein limited and provided that the Covered Member died as a direct result, independently and exclusively of all other causes, of bodily injury effected solely by external, violent and accidental means of which (except in the case of drowning or of internal injury revealed by autopsy) there is evidence of visible contusion or wound on the exterior of the body.

Medical Examination: The Operator, as the Wakeel, shall, if required, have the right and opportunity to examine the body of Covered Member and to make an autopsy unless forbidden by law.

This benefit shall not be reinstated unless said Plan is in full force with no contribution in default thereon, or unless said Plan has been reinstated by the Operator, as the Wakeel.

Permanent Total Disability Benefit (Due to an Accident ONLY)

This benefit shall not apply unless stated in the Plan Schedule as Applicable. The benefit amount paid under this benefit shall be a prepayment of the Accidental Death Benefit. The Accidental Death Benefit will be reduced by the amount paid under this benefit.

In the event of the Permanent Total Disablement of a Covered Member due to an injury arising out of a cause not specifically excluded under this Plan on or after the Commencement Date and during the validity of the cover under this Plan, the Operator shall, subject to any limit(s) specified in these Plan Terms and Conditions, pay the amount shown in the Plan Schedule as the sum payable on the Date of the Event upon which the benefit is payable.

The Benefit covers permanent loss of sight of eyes, physical severance/amputation of two limbs, complete and permanent paralysis or a disability rendering the insured unable to earn income in any occupation, trade or profession during his remaining lifetime.

Permanent and total disability has to be certified by an authorised medical practitioner or by a medical board determine the status of disability. The date of validation either by a medical practitioner or by a medical board will be considered as the date of claim.

Permanent Partial Disability Benefit (Due to an Accident ONLY)

This benefit shall not apply unless stated in the Plan Schedule as Applicable. The benefit amount paid under this benefit shall be a prepayment of the Accidental Death Benefit. The Accidental Death Benefit will be reduced by the amount paid under this benefit.

In the event of injury arising out of a cause not specifically excluded under this Plan on or after the Commencement Date and on or before the Expiry Date, with the consequences of Permanent Partial Disablement of a Covered Member within six months from the date of Accident the Operator shall, subject to any limit(s) specified in these Plan Terms and Conditions, will pay a percentage of the Permanent Total Disability amount as shown in the Plan Schedule, as per the scale of Disability in Annexure 1.

Permanent Partial Disability has to be certified by an authorised medical practitioner or by a medical board authorised to status about disability. In case of any Permanent Partial Disability not specified in annexure 2, percentage of Accidental Death Benefit to be paid will be assessed by the Operator in accordance with the opinion of the Operator's medical advisers as to what is consistent with the foregoing, no allowance being made for the Covered Member's occupation. The date of validation either by a medical practitioner or by a medical board will be considered as the date of claim.

Temporary Total Disability Benefit (Due to an Accident ONLY)

This benefit shall not apply unless stated in the Plan Schedule as Applicable. The benefit amount paid under this benefit shall be a prepayment of the Accidental Death Benefit. The Accidental Death Benefit will be reduced by the amount paid under this benefit.

In the event of the Temporary Total Disablement of a Covered Member due to an injury arising out of a cause not specifically excluded under this Plan on or after the Commencement Date and during the validity of the cover under this Plan, the Operator shall pay the Temporary Total Disability amount shown in the Plan Schedule, provided that the Covered Member is temporarily disabled and prevented from performing any and every duty pertaining to his occupation, on a weekly basis for the duration of the Disablement for a maximum of 52 weeks.

General Exclusions

No Protection Benefits under this Plan shall be payable in respect of Covered Members where the event giving rise to a claim under this Plan occurs directly or indirectly from any of the following causes:

- War, passive war and terrorism defined as follows:
If the benefits occur as a direct consequence of war or warlike operations, war be declared or not, invasion, act of foreign enemy, act of terrorism, hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege or any other events or causes which determine the proclamation of maintenance of martial law or state stage of ionising radiations or contaminations by radioactivity.

Further it remains agreed that if the assured has been taking an active part in any of the event mentioned above or has been an active member of militia or para militia organisation, then the present coverage becomes null and void and the Company shall not pay the sum mentioned in the Plan Schedule.
- Suicide, attempted suicide and intentional self-inflicted injury.
- Losses in connection with nuclear energy.
- Claims resulting from an unlawful act by the Covered Member or Plan Holder or Beneficiary or the Covered Members heirs.
- The influence of alcohol or drugs other than proper use of drugs prescribed by a legally qualified medical practitioner.
- Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognised medical practitioner).
- Any accident occurring on or in or about any aircraft other than an aircraft in which the Covered Member was travelling as a bonafide passenger and which is operated by a licensed commercial or chartered airline.
- Any participation for any dangerous or hazardous sports: mountaineering, maritime navigation beyond 20 nautical miles from a coastal shelter, diving beyond a depth of 20 meters, potholing or caving, sports of combat, off-piste snow sports, equestrianism in competition, bungee jumping, rafting, any activity in desert areas, or any sport needing the use of a motor engine.
- Pre-existing conditions.

Section 3

Claims

For the avoidance of doubt and notwithstanding anything to the contrary, this Plan is between the Operator and the Covered Member/ Claimant (as applicable) and the Plan Holder shall have no liability or obligation to the Covered Member/Claimant (as applicable) or the Operator, in relation to any claims made by the Covered Member/ Claimant (as applicable) under the Plan.

Upon the happening of an event and within 180 days of the incident giving rise to a claim, the Claimant shall follow the following procedure:

Write to the Operator at:

SALAMA - Islamic Arab Insurance Company P.S.C
Takaful, P.O. Box 10214,
Dubai, United Arab Emirates
Phone: 04 4079999
Fax Number: 04 3577007
e-mail: claims@salamalife.ae

The Claimant shall complete the Statement of Claim Form issued by the Operator and produce such evidence to substantiate the claim.

Death occurring in United Arab Emirates

- a) An official letter signed by the Claimant intimating the claim.
- b) Completed Claimant Statement Form
- c) Original or true copy of the Death Certificate translated in English
- d) Passport Copy of deceased Covered Member with valid visa page.
- e) Was an inquest or post mortem examination held on the body? If so, furnish certified copy or verdict or findings.
- f) Medical Certificate indicating cause of death of the Covered Member with police report.
- g) Any other document as may reasonably be required.
- h) Succession certificate

Permanent Total and Partial Disability Claim

- a) Disability Claim Form duly completed and signed by Covered Member
- b) Disability Certificate from medical practitioner or medical board authorized mentioning the degree of disability and chances of recovery
- c) Updated detailed medical report on the current health condition
- d) Police Report (if any or for accidental case)
- e) Confirmation of current employment status / and or Employment Certificate
- f) Passport Copy with valid visa page
- g) Any other documents may be required to substantiate the claim

Temporary Total Disability Claim

- a) Disability Claim Form duly completed and signed by Covered Member
- b) Sick leave certificate and updated detailed medical report on the current health condition
- c) Police Report (if any or for accidental case)
- d) Confirmation of current employment status / and or Employment Certificate
- e) Passport Copy with valid visa page
- f) Any other documents may be required to substantiate the claim

Section 3

Claims

Death occurring outside United Arab Emirates

In case of death outside UAE, the original or a verified true copy of the documents may be required to be duly notarized and attested by the UAE Embassy of the country where death took place. Subsequently the same should be attested by the Embassy of the country in the UAE and Ministry of Foreign Affairs in UAE.

ALL PAPERS AS INDICATED ABOVE MAY BE REQUIRED TO BE PRODUCED IN ORIGINAL FOR VERIFICATION BEFORE ANY SETTLEMENT OF A CLAIM.

Contact Information

For any queries regarding coverage, benefits or claims procedure, please contact:

Islamic Arab Insurance Co. (P.S.C.) - SALAMA
Address: Takaful Division, P.O. Box 10214,
Dubai, United Arab Emirates
Tel No: +971 4 4079999 : Fax No: +971 4 357 7007
E-mail: newbusiness.ft@salamalife.ae

Appendix 1

Scale of benefits for Permanent Partial Disability Benefit

Head

Loss of osseous substance of the skull in all its thickness	
Surface of at least 6 sq cm	40%
Surface of 3 to 6 sq cm	20%
Surface of less than 3 sq cm	10%
Partial removal of the lower jaw, rising section in it's entirely or half of the maxillary bone.....	40%
Loss of one eye	40%
Complete and permanent deafness of one ear	30%

Upper Limbs

Loss of one arm or one hand	50%
Considerable loss of osseous substance of the Arm (definite and incurable lesion)	40%
Total paralysis of the upper limb (incurable Lesion of the nerves)	55%
Total paralysis of the circumflex nerve	15%
Shoulder ankylosis	30%

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Elbow ankylosis in unfavorable position (15 degrees round the right angle)	20%
in unfavourable position	35%
Extensive loss of osseous substance of the two bones of the forearm (Definite and incurable lesion)	30%
Total paralysis of the median nerve	35%
Total paralysis of the radial nerve at the torsion cradle	35%
Total paralysis of the forearm radial nerve	25%
Total paralysis of the hand radial nerve	15%
Total paralysis of the cubital nerve.....	25%
Anchylosis of the wrist in favorable position (straight & pronation)	15%
Anchylosis of the wrist in unfavorable position (Flexion of strained extension or supine position)	25%
Total loss of thumb	15%
Partial loss of thumb (ungula phalanx)	5%
Total ankylosis of thumb	15%
Total amputation of forefinger	10%
Amputation of two phalanges of forefinger	8%
Amputation of the unguial phalanx of forefinger	3%
Simultaneous amputation of thumb and forefinger	25%
Amputation of thumb and a finger other than forefinger	20%
Amputation of two fingers other than thumb and forefinger	8%
Amputation of three fingers other than thumb and forefinger	15%
Amputation of four fingers including thumb	40%
Amputation of four fingers excluding thumb	35%
Amputation of the median finger	8%
Amptuation of a finger other than thumb, Forefinger and median	3%

Lower limbs

Amputation of thigh (upper half)	60%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (medio-tarsal disarticulation)	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external poplitic sciatic nerve	30%
Complete paralysis of the internal poplitic sciatic nerve	20%
Complete paralysis of the two nerves (poplitic sciatic external and internal)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	40%

Appendix 1

Loss of osseous substance from the thigh or both bones of the leg (Incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb by at least 5 cm	30%
Shortening of the lower limb by 3 to 5cm	20%
Shortening by 1 to 3 cm	10%
Total amputation of all the toes	25%
Amputation of four toes including big toe	20%
Amputation of four toes	10%
Amputation of the big toe	10%
Amputation of two toe	5%
Amputation of one toe other than the big toe	3%