

# Takaful - Terms & Conditions



We welcome you as an Etisalat Prepaid subscriber to enjoy the Benefits offered under this Group e Takaful Personal Accident Plan. We request you to go through the Plan details in order to understand the Plan coverage details.

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

## **Definitions**

**Accident** means where the bodily Injury is caused solely and directly by external violent means is unexpected, unforeseeable and not attributable to the Covered Person's intentional self-injury or suicide.

**Benefit(s)** means the indemnity payable under the scope of this Plan in respect of Death or Permanent total disability Benefits.

**Beneficiary** means the legal heirs as per Sharia Law, of the Covered Person or the individual nominated by the Covered Person to whom the benefits under the Plan would be paid in case of death or permanent total disability of the Covered Person. Beneficiary can be spouse or children or parents or direct brothers or sisters and may also be a non-resident of UAE.

**Covered Person** means active prepaid subscriber of the Policyholder who has enrolled for this Plan and who have fulfilled all the requirements set out by the Policyholder under its relevant scheme and who are within the maximum coverage age and in accordance with its terms & conditions.

**Company/ Takaful Company** means Dubai Islamic Insurance & Reinsurance Company (P.S.C.), United Arab Emirates.

**Commencement Date** means the date the Covered Person is enrolled by the Policyholder pursuant to this Plan or the date of inception of the Plan, whichever is later.

**Date of Event** means any one of the following:

1. In respect of **Death** the date of Death, resulting from an Accident other than those specifically excluded happening on or after the Commencement Date and during the Plan period.
2. In respect of **Permanent Total Disablement** the date of recognition of Permanent Total Disablement by a competent authority, resulting from an Accident happening/manifesting after the Commencement Date and during the Plan period.

**Permanent Total Disablement** means the disability occurring while the Covered Person has not attained 65 years of age and which results from bodily Injury due to an accident which has continued uninterrupted for a period of at least 12 months and is expected to continue indefinitely.

In the interpretation of this definition, the Company will however recognize as total and permanent disability the entire and irrecoverable loss of or loss of use of:

- Permanent Loss of sight of both eyes
- Physical severance/amputation of two limbs
- Complete and Permanent Paralysis
- When the Covered Person is permanently disabled from performing any occupation or employment for which he will be reasonably fitted by qualification, experience, training or occupation for compensation or profit.

Provided that the Company is satisfied that the Covered Person will be so rendered indefinitely. Such payment, if any, shall be subject to exclusions specified hereunder.

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**Period of Cover** means the cover is valid for a period of thirty (30) days for that particular month for which the takaful contribution is paid by the Covered Person

**Policyholder/Participant** means Etisalat Telecommunication Corporation Dubai, United Arab Emirates

**Plan** means the scope of Takaful coverage pursuant to this Plan.

**Terrorism** means 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.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**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.

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

## SCOPE OF COVER

Subject to the terms and conditions provided in this Plan, the Company shall indemnify the Policyholder as hereinafter provided:

### **Death due to accident (Death) or Permanent Total Disablement due to accident (PTD):**

In the event of an Accident resulting in the death or permanent and total disability of a Covered Person within 365 days from the date of accident, after the Commencement Date and during the Period of Cover (30 days), the Company shall pay AED 20,000/-, AED 50,000 or AED 100,000 (AED Twenty Thousand, or AED 50,000 or AED 100,000 only) based on subscribed plans.

Irrespective of number of prepaid cards owned by the Covered Person, the maximum amount payable is AED 20,000/-, AED 50,000 or AED 100,000 (AED Twenty Thousand, or AED 50,000 or AED 100,000 only) based on subscribed plans per covered life. The cover to be valid for a particular month for a customer, as long as Policyholder has provided that customer's reference number in that month's list to the Company.

### ***General Exclusions applicable to this Plan:***

*No payment shall be made under this Plan on the Accident incurred by him, if such Accident occurs as a result of:*

1. Participating in any extreme sports activity or participating as professional sportsmen.
2. Competing in or practising for speed or time trials, sprints or racing of any kind.
3. Taking part in expeditions or being a crewmember on a vessel.
4. Losses sustained or contracted in consequence of a named Covered Person being intoxicated or under the influence of any narcotic or drug unless administered on the advice of a physician.
5. Engaged in aviation, gliding, or any other form of aerial flight other than as a fare paying passenger, pilot and crew in a commercially licensed aircraft of a recognized airline or charter service operating on a regular route;
6. Any breach of criminal law by the life assured or an assault provoked by him;



7. Consequent upon the following:
  - War other than Passive War. "Passive war" cover is excluded if the Covered Person is travelling to a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or where there are war like operations.
  - Invasion
  - Act of an enemy foreign to the nationality of the Covered Person or the country in, or over, which the act occurs
  - Civil war
  - Riot
  - Rebellion
  - Insurrection
  - Revolution
  - Overthrow of the legally constituted government
  - Terrorist activity of any kind
  - Explosions of war weapons
  - Release of weapons of mass destruction that do not involve an explosive sequence
  - Murder or assault subsequently proved in a legally constituted court to have been the act of agents of a state foreign to the nationality of the Covered Person whether war be declared with that state or not.
8. Loss resulting from accidental or deliberate spread or use of Nuclear, Biological or Chemical material including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where Nuclear, Biological, and Chemical material is involved.
9. Attempted suicide or self-inflicted injury whilst sane or insane within one (1) year after the date on which the assurance of that life assured first commenced.

## GENERAL CONDITIONS

### **1. ELIGIBILITY**

- a) The Covered Person should be within the age criteria mentioned herein.
- b) The cover will be valid for the month, if customer's reference number is in the monthly list provided by the Policyholder.

### **2. AGE LIMITS**

- a. Minimum age at entry - 18 completed years
- b. Maximum issue age - 64 completed years
- c. Maximum coverage age - 65 completed years

### **3. FRAUDULENT CLAIMS**

If any claim made pursuant to this Plan is in any respect fraudulent or if any fraudulent means or devices or trick devices or other false pretence are used by the Covered Person or any one acting on his behalf to obtain any Benefit under this Plan or if the claim be occasioned by the wilful act or with the connivance of the Covered Person all Benefits under this Plan shall be forfeited in respect of that particular Covered Person.

### **4. JURISDICTION**

This Agreement is governed by UAE Law & all claims and/or disputes shall be subject to the Jurisdiction of the competent courts of Dubai, United Arab Emirates.

### **5. COMPLIANCE WITH PLANPROVISIONS**

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Failure to comply with any of the provisions contained in the Plan shall invalidate all claims hereunder. In any event, incorrect information is provided by the Covered Person, the claim under the Plan will be void.

## **6. OBSERVANCE OF CONDITIONS**

The due observance and fulfilment of the terms conditions and endorsements of this Plan by the Policyholder in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make payment under this Plan.

## **7. TERMINATION OF COVER**

The benefits under this Plan in respect of the Covered Person shall terminate upon the happening of any one or more of the following:

1. Deactivation of the prepaid service by the Covered Person or the Policyholder;
2. Cancellation of this Plan by the Policyholder at any time in accordance with the terms and conditions of this Plan;
3. The Covered Person attains maximum coverage age specified herein;
4. The date the Covered Person is no longer eligible within the definition of Covered Person(s);
5. The Policyholder had not declared the Covered Person's reference number in the monthly list to the Company.
6. The date the benefits are paid to the extent of the principal sum in respect of any Covered Person;
7. The Covered Person is no longer resident in UAE;
8. The Plan end date if subsequently not renewed by the Policyholder.

Any such termination shall be without prejudice to any valid claim originating prior to the date of termination.

## **8. TERRITORIAL LIMITS**

24 hours Worldwide

## **9. AGE CORRECTION**

If only the year of birth of a Covered Person is provided to the Company then the date of birth for this Plan shall be December 31st of such Covered Person's year of birth unless it is mentioned & confirmed by passport or national ID.

## **10. CUMULATIVE BENEFITS**

The maximum cumulative amount of benefits payable under this Plan for any one Covered Person shall not exceed the amount stated in the Takaful Benefit. In case the Covered Person has been covered for more than one time under this Plan issued by the Company then the Takaful Contribution collected under other Policies will be refunded to the Policyholder and the claim will be paid only once, subject otherwise to the terms and conditions. However the claim under this Plan will not be affected by any other Plan taken in the name of the Covered Person from other insurance provider.

## **11. GRACE PERIOD**

A grace period of thirty (30) days will be granted for the payment of each Takaful Contribution falling due after the first Takaful Contribution, during which time the Plan shall be continued in force, unless the Plan has been cancelled in accordance with cancellation.

The Covered Person shall be liable to the Company for the payment of the Takaful Contribution for the period the Plan continues in force. If loss occurs within the Grace Period, any Takaful Contribution then due and unpaid will be deducted on settlement.

## **12. GOVERNING LAW AND JURISDICTION**

This Plan shall be governed by and construed in accordance with the laws of United Arab Emirates. Both Parties agree and submit to the exclusive jurisdiction of the Courts of the United Arab Emirates.



## **13. TIME LIMITATION**

If a claim be made and rejected and an action or suit be not commenced within six (6) months after such rejection or (in case of an arbitration taking place as per provisions of this Plan) within six (6) months after the Arbitrator shall have made his award all Benefit under this Plan shall be forfeited.

## **CLAIMS PROCEDURE**

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

### **1. Claim Intimation**

The representatives or beneficiary or the Covered Person shall intimate the claim to Company within ninety (90) days from the Date of Event.

### **2. Claim Submission/ Registration**

The representatives or the Beneficiary or the Covered Person shall submit the completed claim forms along with the required claim documents to Company within one hundred and eighty (180) days from the Date of Event. Company registers the claim within one (1) working day of receipt of the documents.

### **3. Submission of incomplete/ additional documents**

The representatives or the beneficiary or the Covered Person submits all incomplete/additional documents as and when they receive the same from the Customer's representative. The status of the claim is updated by Company accordingly.

### **4. Discharge Receipt**

On approval of the claim, Company provides the representatives or the beneficiary or the Covered Person with a Discharge Receipt (DR) within seven (7) working days. The DR is an acceptance of the claim and is submitted back by the representatives or the beneficiary or the Covered Person to Company with their signature

### **5. Claim Settlement**

The Company will settle the claim within fifteen (15) working days of receipt of the all the claim documents.

### **6. Claim Repudiation**

If the claim is not admissible within the Plan terms and conditions, then the Company to send a repudiation letter to the representative or the Beneficiary or the Covered Person who has submitted the claim within five (5) working days from the date of receipt of all the claim documents.

### **7. Claim Documents Required**

The following documents along with the claim form should be submitted by the representatives or the beneficiary or the Covered Person to the Company. All papers as indicated below may be required to be produced in original (other than those surrendered to the authorities) for verification before the final settlement of claim.

#### **a) Death Claims**

- 1) Claim form
- 2) Death Certificate
- 3) Police Report
- 4) Post-mortem report (wherever legally required)

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- 5) Copy of Passport (with residence visa page for expatriates) or National Identity Card (UAE Nationals only)
- 6) Any other document as may be required to substantiate the claim.

### **b) PTD Claims**

- 1) Claim form
- 2) Disability certificate from an authorised medical practitioner to assess disability.
- 3) Police report
- 4) Medical report from an authorised medical practitioner with detailed diagnosis, cause of disability and details of treatment given (if any).
- 5) Copy of passport with valid visa page (Expatriates) or National Identity Card (UAE Nationals).
- 6) Any other documents as may be required to substantiate the claim.

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

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