

# TRAVEL TAKAFUL TERMS & CONDITIONS



## WELCOME TO NOOR TAKAFUL

Thank you for taking out Noor Travel Takaful protection with us.

Your Certificate Schedule shows the sections of the Certificate you have chosen, the people who are covered and any special terms or conditions that may apply.

It is very important that you read the whole of this Certificate before you travel and make sure you understand exactly what is and is not covered and what to do if you need to claim.

If you need to contact us, you should call Noor Takaful General PJSC on telephone +971 4 426 8400 or write to,

Head of Operations, Noor Takaful General PJSC, PO Box 49998, Dubai, UAE.

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## **Important Telephone Numbers:**

Customer Services: Within the UAE: 800 6667

Outside the UAE: +971 4 426 8400

24hr emergency medical assistance

(for medical emergencies or curtailment requests): UK +44 20 8239 3948

Claims (Reimbursement): UAE +971 4 426 8077

# IMPORTANT INFORMATION

## **The Company**

Your Noor Travel Takaful protection is underwritten by Noor Takaful General PJSC.

## **How your Certificate works**

Your Certificate and Certificate Schedule is an agreement between you and us, as the scheme manager. We will pay for any claim you make which is covered by this Certificate and happens during the period of coverage.

Unless specifically mentioned the benefits and exclusions within each section, apply to each person covered. Your Certificate does not cover all possible events and expenses.

Certain words have a special meaning as shown under the headings 'Important Takaful Definitions' and 'Definition of words'. These words have been highlighted by the use of bold print throughout the Certificate document.

## **Telling us about relevant facts**

Before you travel you must tell us about anything that may affect your cover. If you are not sure whether something is relevant, you must tell us anyway. You should keep a record of any extra information you give us. If you do not tell us about something that may be relevant, your cover may be refused and we may not cover any related claims.

## **Certificate rights**

Once the Takaful Contribution has been made, your Certificate cannot be cancelled.

## **Certificate excess**

Under some sections of your Certificate, you will have to pay an excess. This means that you will be responsible for paying the first part of the claim for each person covered, for each section, for each claim incident. The amount you have to pay is the excess.

## **Data protection**

Information about your Certificate may be shared between Noor Takaful General PJSC, Noor Takaful General PJSC subsidiaries or associated companies, Mondial Assistance (UK) Limited, Mondial Assistance Europe N.V. or any member of the Mondial Assistance Group for underwriting purposes.

You should understand that the sensitive health and other information you provide may be used by us, our representatives (if appropriate), the Company, other takaful companies / insurers and industry governing bodies and regulators to process your Takaful Certificate, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure your information is held securely.

Your information will not be shared with third parties for marketing purposes. You have the right to access your personal records.

## **Governing law**

The Takaful certificate will be governed by the applicable laws of the Emirate of Dubai and applicable federal laws of the United Arab Emirates to the extent these laws are not inconsistent with the rules and principles of Shari'a as interpreted by the Fatwa and Shari'a Supervisory Board of the Company, in which case the latter will prevail. The courts of Dubai shall have exclusive jurisdiction with respect to any dispute arising from this Takaful certificate.

## SUMMARY OF COVER

The following is only a summary of the main cover limits. You should read the rest of this Certificate for the full terms and conditions.

### Travel Gold & Travel Gold Plus

Cover	Individual		Family	
	Limit (up to)	Excess	Limit (up to)	Excess
Cancellation or curtailment	US\$ 5,000	US\$ 100	No cover	No cover
Emergency medical and associated expenses (including repatriation)	US\$ 300,000	US\$ 100	US\$ 300,000	US\$ 100
- Transport and accommodation	US\$ 125 per day max US\$ 875	No excess	US\$ 125 per day max US\$ 875	No excess
- Funeral costs / return of body or ashes	US\$ 7,000	No excess	US\$ 7,000	No excess
- Dental	US\$ 400	US\$ 30	US\$ 400	US\$ 30
<b>MAXIMUM PER FAMILY EVENT</b>			US\$ 1 million	
Loss of travel documents	US\$ 500	No excess	US\$ 500	No excess
Delayed personal possessions	US\$ 250	No excess	US\$ 250	No excess
Personal possessions	US\$ 5,000	US\$ 100	US\$ 5,000	US\$ 100
- Valuables	US\$ 1,500		US\$ 1,500	
- Single item, pair or set limit	US\$ 400		US\$ 400	
- Transfer of emergency funds	Arrangement costs		Arrangement costs	
<b>MAXIMUM PER FAMILY EVENT</b>			US\$ 10,000	
Personal money	US\$ 400	US\$ 100	US\$ 400	US\$ 100
Personal accident				
- Death	US\$ 25,000	No excess	US\$ 25,000	No excess
- Permanent loss of sight or limb	US\$ 12,500	No excess	US\$ 12,500	No excess
- Permanent total disablement	US\$ 12,500	No excess	US\$ 12,500	No excess
<b>MAXIMUM PER FAMILY EVENT</b>	US\$ 2,750,000		US\$ 2,750,000	
Missed departure	US\$ 200	No excess	US\$ 200	No excess
Delayed departure	US\$ 500	No excess	US\$ 500	No excess
Personal liability	US\$ 150,000	US\$ 150	US\$ 150,000	US\$ 150
<b>MAXIMUM PER FAMILY EVENT</b>			US\$ 300,000	
Emergency message relay	Up to 3 messages	No excess	Up to 3 messages	No excess
Legal expenses	US\$ 4,000	No excess	US\$ 4,000	No excess
Winter sports cover (Optional)				
- Ski pack	US\$ 300	US\$ 100	US\$ 300	US\$ 100
- Ski equipment	US\$ 500	US\$ 30	US\$ 500	US\$ 30
- Piste closure	US\$ 30 per day max US\$ 300	No excess	US\$ 30 per day max US\$ 300	No excess

\* Note: Children aged under 18, who are not covered under a family Takaful Certificate / coverage are only protected for up to 10% of the benefit limits shown above.

## Travel Plus Schengen & UK

Cover	Limit (up to)	Excess
Cancellation or curtailment	No cover	No cover
Emergency medical and associated expenses (including repatriation)	US\$ 55,000	US\$ 75
- Transport and accommodation	US\$ 125 per day max US\$ 875	No excess
- Funeral costs / return of body or ashes	US\$ 7,000	No excess
- Dental	US\$ 1,000	US\$ 100

# IMPORTANT TAKAFUL DEFINITIONS

## **Company**

Means, Noor Takaful General PJSC, the scheme manager which runs the Takaful operations, for a fee as agreed, as an agent of the Participant in providing mutual financial protection and indemnity and making investments of the Takaful Contribution credited to General Takaful Fund (GTF) on terms and conditions as contained in the Takaful Certificate.

## **Deductions**

Means any reduction or discount in the Takaful Contribution allowed to the Participant.

## **Limit of Liability**

Means the amount as shown in the Schedule against the Item 'The Limit of Liability' and shall be the maximum amount of indemnity to the Participant subject otherwise to the terms and conditions of the Takaful Certificate.

## **Participant**

The person or entity as shown in the Schedule, who has entered into Takaful Certificate with the Company to get mutual indemnity for loss as per the provisions of the Takaful Certificate and to receive surplus of General Takaful Fund (GTF) on agreed terms.

## **Period of Takaful**

Means the period as shown in the Schedule during which the Peril Covered should occur in order to be eligible for indemnification under the Takaful Certificate.

## **Personal Representative**

The person(s) who has/have been nominated to deal with the estate of the Participant upon the Participant's death or incapacity. The Personal Representative shall act as though they were the Participant observe, fulfil and be subject to the terms of this Takaful Certificate in so far as applicable.

## **Re-Takaful**

Means transfer of part or whole of the Contribution paid by the Participants to the Company under the Takaful Certificate to any other Takaful Operator or Retakaful Operator, Insurer or Reinsurer (subject to the approval of the Fatwa and Shari'a Supervisory Board) in order to distribute the risk and provide financial protection to the Participant.

## **Schedule**

The Schedule contains the individual details of the Participant including the name of the Participant and the Period of Takaful, etc. and shall be an integral part of the Takaful Certificate.

## **Takaful Certificate**

The Takaful Certificate is the document signifying the contract between the Company, as the scheme manager and the Participant and the terms and conditions contained therein shall be the sole basis of indemnity and benefits to the Participant.

## **Takaful Contribution**

Means the amount paid by the Participant to the Company as a consideration for entering in to the Takaful Certificate, which is credited to General Takaful Fund (GTF) on terms as agreed.

## **Takaful Scheme**

The Takaful Scheme is a scheme that provides mutual financial protection and indemnity for loss or damage among the Participants, where the Company is appointed by the Participant to manage the payment of claims (Takaful Benefits) and invest the funds of General Takaful Fund (GTF) as per the terms and conditions as contained in the Takaful Certificate.

## DEFINITIONS OF WORDS

When the following words and phrases appear in the Certificate document or Certificate Schedule, they have the meanings given below. These words are highlighted by the use of bold print.

### **Accident**

An unexpected event caused by something external and visible, which results in physical bodily injury, leading to total and permanent loss of sight, total and permanent loss of use of a limb or permanent disablement or death, which is claimed for within a year of the incident.

### **Appointed adviser**

The solicitor or appropriately qualified person, firm or company, including us, who is chosen to act for you in your claim for compensation.

### **Area of cover**

- Travel Gold Plus cover
  - Worldwide (including United States of America, Canada and the Caribbean)
- Travel Gold cover
  - Worldwide (excluding United States of America, Canada and the Caribbean)
- Travel Plus Schengen & UK cover
  - Schengen countries, the UK and the Channel Islands

### **Business associate**

Any person in your home country that you work closely with, whose absence from work means that the director of your business needs you to cancel or curtail your journey.

### **Company**

Noor Takaful General PJSC.

### **Channel Islands**

Jersey, Guernsey, Sark, Alderney and Herm.

### **Doctor**

A legally qualified doctor holding the necessary certification in the country in which they are currently practising, other than you or a relative.

### **Departure point**

The airport, international train station or port where your journey from your home country to your destination begins and where the final part of your journey back to your home country begins.

### **Excess**

The deduction we will make from the amount otherwise payable under this Certificate for each person covered, for each section, for each claim incident. For example a couple that both have personal possessions stolen from their bag and both incur a medical expense during the same journey, will have a total of four excesses deducted. Two of these will be for the two claims under section 5 (Personal Possessions) and two of these will be for the two claims under section 2 (Emergency Medical and Associated Expenses).

### **Family**

Means the Participant, spouse and up to four children below the age of 18 years. Any number of persons related to the Participant (person covered) may be covered under the same Takaful Certificate provided all persons travel together and at an additional contribution.

## **Foreign Country / Abroad**

Any country except the UAE.

## **Hazardous activity**

The following activities are automatically covered:

Banana boating, cricket, cycling, deep sea fishing, fell walking, glacier walking, golf, hiking, horse riding (not competitions, show jumping, hunting, eventing, polo or rodeo), jet skiing, marathon running, mountain biking, netball, orienteering, parascending over water, ringos, running, safari trekking in a vehicle (must be an organised tour), scuba diving to a depth of 30 metres (if you hold a certificate of proficiency or you are diving with a qualified instructor), snorkelling, surfing, swimming, trekking, wakeboarding, walking, water skiing, windsurfing and zorbing.

There is no cover for:

- Any professional sporting activity; or
- Any kind of racing except racing on foot; or
- Any kind of manual work.

We may be able to cover you for other activities that are not listed. Please contact Noor Takaful General PJSC on telephone +971 4 426 8400.

## **Home Country**

Your usual place of residence in the UAE.

## **Journey**

A trip that takes place during the period of coverage which begins when you leave home and ends when you get back home or to a hospital or nursing home in your home country, whichever is earlier.

For single trip cover

- You will only be covered if you are aged 70 or under at the date your Certificate was issued.
- Trips within your home country are not covered.
- Any other trip which begins after you get back is not covered.
- A trip which is booked to last longer than 120 days is not covered.

For annual multi-trip cover

- You will only be covered if you are aged 65 or under at the start date of your Certificate was issued.
- A trip which is booked to last longer than 62 days is not covered, unless we agree otherwise in writing.
- Trips within your home country are not covered.
- You will be covered for taking part in winter sports activities for up to 17 days in total during the period of coverage.

## **Legal action**

Work carried out to support a claim that we have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by you:

- To an International Justice or Human Rights court or similar International body;
- or to enforce a judgement or legally binding decision.

## **Legal costs**

Fees, costs and expenses (including the equivalent local goods and services tax) which we agree to pay for you in connection with legal action. Also, any costs which you are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs we agree to pay.

## **Pair or set**

A number of items of personal possessions (not including ski equipment) that belong together or can be used together.

## **Period of coverage**

For single trip cover

Cancellation cover begins from the issue date shown on your Certificate Schedule and ends at the beginning of your journey. The cover for all other sections starts at the beginning of your journey and finishes at the end of your journey.

For annual multi-trip cover

Cancellation cover begins on the start date shown on your Certificate schedule or the date you booked your journey, whichever is the later and ends at the beginning of your journey. The cover for all other sections starts at the beginning of your journey and finishes at the end of your journey.

For single trip and annual multi-trip cover

All cover ends on the expiry date shown on your Certificate schedule, unless you cannot finish your journey as planned because of death, injury or illness or there is a delay to the public transport system that cannot be avoided. In these circumstances, we will extend cover free of charge until you can reasonably finish that journey.

## **Personal possessions**

Each of your suitcases, trunks and similar containers (including their contents) and articles worn or carried by you (including your valuables and passport).

## **Relative**

Your mother (in-law), father (in-law), step parent (in-law), sister (in-law), brother (in-law), wife, husband, son (in-law), daughter (in-law), step child, foster child, grandparent, grandchild, uncle, aunt, nephew, niece, cousin, partner (including common law and civil partnerships) or fiancé(e).

## **Resident**

A person who has their main home in the UAE and has not spent more than six months abroad during the year before the Certificate was issued.

## **Schengen countries**

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland.

## **Ski equipment**

This consists of skis, poles, boots, bindings, snowboards or ice skates.

## **Ski pack**

Hired ski equipment, ski school fees and lift passes.

## **Travelling companion**

Any person who has booked to travel with you on your journey.

## **United Kingdom / UK**

England, Scotland, Wales, Northern Ireland and the Isle of Man.

## **Valuables**

Jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

## **We, our, us**

Noor Takaful General PJSC and Mondial Assistance (UK) Limited which administers the coverage on behalf of the Company.

### **Winter sports**

- The following activities are covered if winter sports cover is shown on your Certificate Schedule: Skiing, snowboarding, big-foot skiing, cross-country skiing, glacier skiing, mono-skiing, sledging, snow blading and tobogganing.
- Off piste skiing is covered when you are skiing within the ski area boundaries of a recognised ski resort and following ski patrol guidelines.

There is no cover for:

Bobsleighting, heli skiing, lugging, ski acrobatics, ski flying, ski jumping, ski racing, ski stunting or snow cat skiing.

We may be able to cover you for other activities that are not listed. Please contact Noor Takaful General PJSC on telephone +971 4 426 8400.

### **You, your, person covered**

Each person shown on the Certificate Schedule, for whom the appropriate Takaful Contribution has been paid.

## **24-HOUR EMERGENCY MEDICAL ASSISTANCE**

Please tell us immediately about any serious illness or accident abroad where you have to go into hospital or you may have to return home early or extend your stay because of any illness or injury. If you are unable to do this because the condition is life, limb, sight or organ threatening, you should contact us as soon as you can. You must also tell us if your medical expenses are over US\$ 250. If you are claiming for a minor illness or accident you should, where possible, pay the costs and reclaim the money from us when you return. You can call 24 hours a day 365 days a year or email.

Phone UK +44 20 8239 3948 Fax UK +44 20 8603 0204

email [international\\_dept@mondial-assistance.co.uk](mailto:international_dept@mondial-assistance.co.uk)

Please give us your age and your Certificate number. Say that you are protected with Noor Travel Takaful protection.

Below are some of the ways the 24-hour emergency medical assistance service can help.

### **Confirmation Payment**

We will contact hospitals or doctors abroad and guarantee to pay their fees, providing you have a valid claim.

### **Repatriation**

If our medical advisers think it would be in your medical interests to bring you back to your home or to a hospital or nursing home in your home country, you will normally be transferred by regular airline or road ambulance. Where medically necessary in very serious or urgent cases, we will use an air ambulance. We will consult the treating doctor and our medical advisers first. If you need to go home early, the treating doctor must provide a certificate confirming that you are fit to travel. Without this the airline can refuse to carry any sick or injured person.

You can contact us at any time day or night. You will be answered by one of our experienced assistance co-ordinators who you should give all relevant information to. Please make sure you have details of your Certificate before you phone.

## HEALTH DECLARATION & HEALTH EXCLUSIONS

1. You will not be covered for any directly or indirectly related claims arising from the following if at the time of taking out this Certificate, you:
  - a. Are being prescribed regular medication.
  - b. Have received treatment for or had a consultation with a doctor or hospital specialist for any medical condition in the past 6 months.
  - c. Are being referred to, treated by or under the care of a doctor or a hospital specialist.
  - d. Are awaiting treatment or the results of any tests or investigations.

If we are unable to cover a medical condition, this will mean that any other person covered by us will not be able to make a claim arising from the medical condition(s). This may even apply if the person with the medical condition(s) obtains cover from another provider.

2. You will not be covered for any claim arising from a medical condition of someone you were going to stay with, a travelling companion, a relative or a business associate if you are aware of the medical condition at the time your Certificate was issued.
3. You will not be covered if you travel against the advice of a doctor or where you would have been if you had sought their advice before beginning your journey.
4. You will not be covered if you know you will need medical treatment or consultation at any medical facility during your journey.
5. You will not be covered for any directly or indirectly related claim if, before your journey, a doctor diagnosed that you have a terminal condition.
6. You will not be covered if you were waiting for medical treatment or consultation at any medical facility or were under investigation for a medical condition when your Certificate was issued.
7. You will not be covered if you are traveling specifically for the purpose of obtaining and / or receiving any elective surgery, procedure or hospital treatment.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of your Certificate:

We will not cover you for any claim arising from, or consisting of, the following:

1. A relevant fact that you knew about before you travelled, unless we agreed to it in writing.
2. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'etat, terrorism, weapons of mass destruction.
3. Any epidemic or pandemic.
4. You not following any suggestions or recommendations made by any government or other official authority including the Ministry of Foreign Affairs during the period of coverage.
5. Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
6. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.

7. Any currency exchange rate changes.
8. The failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date (except under the Emergency medical and associated expenses and Personal accident sections).
9. You acting in an illegal or malicious way.
10. You not enjoying your journey or not wanting to travel.
11. Any loss caused as a direct or indirect result of anything you are claiming for, for example loss of earnings, unless it says differently in the Certificate.
12. Claims relating to pregnancy or childbirth, where the pregnancy is more than 24 weeks at the beginning of your journey.

## CONDITIONS

The following conditions apply to the whole of your Certificate. Please read these carefully as we can only pay your claim if you meet these:

1. You are a resident of the UAE.
2. You take reasonable care to protect yourself and your property against accident, injury, loss and damage and act as if you are not covered by this Takaful Certificate and to minimise any potential claim.
3. You have a valid Certificate schedule.
4. You accept that we will not extend the period of coverage:
  - For single trip cover if the original Certificate plus any extensions have either ended, been in force for longer than 92 days or you know you will be making a claim.
  - For annual multi-trip cover beyond the expiry of your Certificate.
5. You contact us as soon as possible with full details of anything which may result in a claim and give us all the information we ask for. Please see section 'Making a claim' for more information.
6. You accept that no alterations to the terms and conditions of the Certificate apply, unless we confirm them in writing to you.
7. You are not aged:
  - 70 or over at the date your Certificate was issued for single trip cover.
  - 65 or over at the start date of your Certificate for annual multi-trip cover.

### **We have the right to do the following**

1. Cancel the Certificate if you do not tell us about a relevant fact or if you tell us something that is not true, which influences our decision as to whether cover can be offered or not. Depending on the circumstances we may report the matter to the police.
2. Cancel the Certificate and make no payment if you make a fraudulent claim. We may in these instances report the matter to the police.
3. Only cover you for the whole of your journey and not issue a Certificate if you have started your journey.

4. Take over and deal with, in your name, any claim you make under this Certificate.
5. Take legal action in your name (but at our expense) and ask you to give us details and fill in any, which will help us to recover any payment we have made under this Certificate.
6. With your permission, get information from your medical records to help us or our representatives deal with any claim. This could include a request for you to be medically examined or for a post mortem to be carried out in the event of your death. We will not give personal information about you to any other organisation without your specific agreement.
7. Send you home at any time during your journey if you are taken ill or injured. We will only do this if the doctor treating you and our medical advisers agree. If there is a dispute, we will ask for an independent medical opinion.
8. Not accept liability for costs incurred after the date the treating doctor and our medical advisers agree you should return to your home country, if you refuse to be repatriated.
9. Not refund or transfer your Takaful Contribution if you decide to cancel the Certificate.
10. Not to pay any claim on this Certificate (except under the Personal accident section) for any amounts covered by another insurance / Takaful Certificate. In these circumstances we will only pay our share of the claim.
11. If you cancel or cut short your journey:
  - All cover provided on your single trip Certificate will be cancelled without refunding your Takaful Contribution.
  - All cover provided on your annual multi-trip Certificate for that journey will be cancelled without refunding your Takaful Contribution.
12. Ask you to pay us back any amounts that we have paid to you which are not covered by this Certificate.

## SECTION 1

# CANCELLATION OR CURTAILMENT CHARGES

If you think you may have to cut your journey short (curtail), we must be told immediately - see under the heading '24-hour emergency medical assistance' for more information.

### WHAT YOU ARE COVERED FOR

We will pay up to the amount shown in your summary of cover for your part of unused personal accommodation, transport charges and other travel expenses which have been paid or where there is a contract to pay that cannot be recovered from anywhere else.

We will provide this cover in the following necessary and unavoidable circumstances:

#### Cancellation

If you cancel your journey before it begins because one of the following happens:

- The death, serious injury or serious illness of you, someone you were going to stay with, a travelling companion, or a relative or business associate of you or a travelling companion.
- You or a travelling companion is needed by the police following a burglary, or damage caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at your home or their home or usual place of business in your home country.

#### Curtailed

You cut your journey short (curtail) after it has begun because of one of the following:

- Anything mentioned in Cancellation.
- You are injured or ill and are in hospital for the rest of your journey.

#### Note

We will calculate curtailment claims from the date it is necessary for you to return to your home country or the date you are hospitalised as an in-patient, for the rest of your journey. We will pay unused personal accommodation and other travel expenses based on each 24-hour period you have lost. If you need to be repatriated, we will not refund the cost of your unused return travel tickets. We will put the value of these tickets towards the extra transport costs we have to pay.

### WHAT YOU ARE NOT COVERED FOR

#### Under Cancellation and Curtailment

- a. An excess of the amount shown in your summary of cover.
- b. Any condition stated under Health declaration and health exclusions.
- c. More than the minimum market value of equivalent travel tickets, if your travel tickets have been paid for using an airline mileage reward scheme.
- d. Anything caused by:
  - You not having the correct passport or visa.
  - Your carriers refusal to allow you to travel for whatever reason.
  - Any restriction caused by the law of any country or people enforcing these laws.
  - Bankruptcy or liquidation of the company providing your transport or accommodation, their agents or any person acting for you.
  - Anything the company providing your transport or accommodation, their agents, any person acting for you or your conference organiser is responsible for.
  - Your vehicle being stolen or breaking down.

- You not wanting to travel or not enjoying your journey.
- Riot, civil commotion, strike or lock-out.
- You travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
- Your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life).
- You being under the influence of drugs (except those prescribed by a doctor but not for the treatment of drug addiction).
- The direct or indirect effect of you using alcohol or solvents;
- The death of any pet or animal.

#### **Under Cancellation**

- a. Any extra cancellation charges, because you did not tell the company providing your transport or accommodation, their agents or any person acting for you, as soon as you knew you had to cancel.
- b. Financial circumstances or unemployment, except caused by redundancy which you find out about after the date your Certificate or travel tickets for your journey were bought (whichever is the latter).

#### **Under Curtailment**

- a. Cutting short your journey unless we have agreed.
- b. Any costs when you do not get a medical certificate (from the doctor who treated you in the place where you were staying) which says it was necessary for you to come home because of death, injury or illness. Our medical advisers must have agreed with the reason and that you were fit to travel.
- c. The cost of your original pre-booked tickets if you have not used them and we have paid extra transport costs.
- d. You travelling on a motorcycle, unless the rider holds an appropriate valid license and all persons covered are wearing crash helmets.
- e. Anything caused by you taking part in a hazardous activity or winter sports unless shown on your Certificate Schedule.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 2

### EMERGENCY MEDICAL & ASSOCIATED EXPENSES

If you are taken into hospital or you think you may have to come home early or extend your journey because of illness or accident, or if your medical expenses are over US\$ 250 we must be told immediately see under the heading '24-hour emergency medical assistance' for more information.

#### **WHAT YOU ARE COVERED FOR**

We will pay you or your Personal Representative for the following necessary and unforeseen emergency expenses if you die, are injured, have an accident or are taken ill during your journey.

Up to the amount shown in your summary of cover for reasonable fees or charges you incur for:

#### **Treatment**

Medical, surgical, medication costs, hospital, nursing home or nursing services outside your home country.

#### **Transport and accommodation**

Reasonable extra transport and accommodation costs for you and any one other person who stays or travels with you or to you from your home country on medical advice.

## Funeral expenses

The reasonable cost of transporting your body or ashes to your home or we will pay up to the amount shown in your summary of cover for your funeral expenses, in the place where you die outside your home country.

## Search and rescue

Mountain search and rescue services when deemed medically necessary.

We will also pay

## Dental

Up to the amount shown in your summary of cover for emergency dental treatment to relieve sudden pain.

## WHAT YOU ARE NOT COVERED FOR

- a. An excess of the amount shown in your summary of cover.
- b. The cost of replacing any medication you were using when you began your journey.
- c. Any condition stated under Health declaration and health exclusions.
- d. Extra transport and accommodation costs which are of a higher standard to those already used on your journey, unless we agree.
- e. Anything caused by:
  - You travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft)
  - Your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life)
  - You being under the influence of drugs (except those prescribed by a doctor but not for the treatment of drug addiction)
  - The direct or indirect effect of you using alcohol or solvents;
  - You travelling on a motorcycle, unless the rider holds an appropriate valid license and all persons covered are wearing crash helmets
  - You taking part in any hazardous activity or winter sports unless shown on your Certificate Schedule.
- f. Any costs incurred 12 months after the date of your death, injury or illness.
- g. Any costs for taxi fares and telephone calls (including mobile calls) resulting from an incident claimed for under this section.
- h. Services or treatments you receive within your home country.
- i. Services or treatments you receive which the doctor in attendance and we think can wait until you get back to your home country.
- j. Medical costs over US\$250, in-patient treatment, repatriation or courier costs which we have not authorised.
- k. The extra costs of having a single or private room in a hospital or nursing home.
- l. The cost of all treatment which is not directly related to the illness or injury that caused the claim.
- m. Your burial within your home country.
- n. Replacing or repairing false teeth or artificial teeth (such as crowns).
- o. Dental work involving the use of precious metals.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 3

### LOSS OF TRAVEL DOCUMENTS

#### WHAT YOU ARE COVERED FOR

We will pay the following if your passport or visas are lost, stolen or destroyed on your journey.

#### Costs for issuing temporary travel documents

Up to the amount shown in your summary of cover for the cost of extra transport, accommodation and administration costs you have to pay to get a temporary passport or visa to enable you to return to your home country.

#### Remaining value of original travel documents

The equivalent cost (based on the current replacement costs) of the period remaining on your passport or visa that is lost stolen or destroyed.

#### WHAT YOU ARE NOT COVERED FOR

Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.

## SECTION 4

### DELAYED PERSONAL POSSESSIONS

#### WHAT YOU ARE COVERED FOR

Up to the amount shown in your summary of cover in total for essential replacement items, if your personal possessions (this does not include valuables) are temporarily lost or stolen on your outward journey for more than 12 hours from when you arrived at your destination.

#### Note

You must send us the receipts for anything that you buy. If the items are permanently lost, we will take any amount that you are due to be paid under this section from the final claim settlement under the Personal possessions section – 5.

#### WHAT YOU ARE NOT COVERED FOR

Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.

## SECTION 5

### PERSONAL POSSESSIONS

#### WHAT YOU ARE COVERED FOR

Up to the amount shown in your summary of cover for your personal possessions damaged, stolen, lost or destroyed on your journey.

The most we will pay for valuables whether jointly owned or not is the amount shown in your summary of cover. There is also a single article, pair or set limit shown in your summary of cover.

We will also pay up to the amount shown in your summary of cover for the costs in arranging the transfer of emergency funds from one of your friends, relatives or business associates in your home country to you, if your cash or credit cards are stolen during your journey.

### Note

It will be our decision to pay either:

- the cost of repairing your items;
- to replace your belongings with equivalent items; or
- the cost of replacing your items. An amount for wear, tear and loss of value will be deducted.

### WHAT YOU ARE NOT COVERED FOR

- a. An excess of the amount shown in your summary of cover.
- b. More than the part of the pair or set that is stolen, lost or destroyed.
- c. Tobacco, alcohol, fragrances and perfumes.
- d. Breakage of or damage to:
  - Sports equipment while it is being used, fragile articles, audio, video, computer, television, fax and phone equipment.
- e. Loss or damage due to the climate, wear and tear, loss in value, process of cleaning, moths or vermin.
- f. The cost of replacing or repairing false teeth.
- g. A claim for more than one mobile phone per person covered.
- h. Loss or theft of, or damage to the following.
  - Items for which you are unable to provide a receipt or other proof of purchase
  - Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or discs, unless they were pre-recorded, in which case we will pay up to the replacement cost.
  - Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
  - Valuables left in a motor vehicle.
  - Valuables carried in suitcases, trunks or similar containers unless they are on your person all the time.
  - Valuables unless they are on your person or locked in a safe or safety deposit box (if one is available) or locked in the accommodation you are using on your journey.
  - Contact or corneal lenses, unless following fire or theft.
  - Bonds, share certificates, guarantees or documents of any kind.
  - Personal possessions unless they are on your person, locked in the accommodation you are using on your journey or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle (no cover for valuables).
  - Passport or visas (see section 3).
- i. Costs of transferring funds, unless they are provided to us by one of your friends, relatives or business associates in your home country.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 6

### PERSONAL MONEY

#### WHAT YOU ARE COVERED FOR

Up to the amount shown in your summary of cover for loss or theft of your personal money while on your journey.

#### WHAT YOU ARE NOT COVERED FOR

- a. An excess of the amount shown in your summary of cover.
- b. Compensation unless you can provide receipts of the amount you had from the place where you got the currency.
- c. Loss or theft of personal money, unless it is on your person, locked in a safe or safety deposit box (if one is available) or locked in the accommodation you are using on your journey.
- d. Loss caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency.
- e. Loss or theft of travellers' cheques if the place where you got them from provides a replacement service.

More than the minimum market value of equivalent travel tickets, if your travel tickets have been paid for using an airline mileage reward scheme.

Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.

## SECTION 7

### PERSONAL ACCIDENT

#### WHAT YOU ARE COVERED FOR

We will pay you or your Personal Representative one of the following amounts for an accident during your journey.

##### Death

The amount shown in your summary of cover for death. (We will not pay more than US\$ 2,500 if you or the person covered are aged 17 or under at the time of the accident.)

##### Permanent loss

The amount shown in your summary of cover for total and permanent loss of sight in one or both eyes or total and permanent loss of use of one or both hands or feet.

##### Physical disablement

The amount shown in your summary of cover for a permanent physical disability as a result of which there is no paid work which you are able to do. (We will not pay any compensation if you are aged 17 or under or aged 65 or over at the time of the accident.)

##### Note

Death benefit payments will be made to your Personal Representative.

## WHAT YOU ARE NOT COVERED FOR

- a. Any condition stated under Health declaration and health exclusions.
- b. Any claim arising more than one year after the original accident.
- c. Anything caused by:
  - Your sickness, disease or gradually occurring conditions, physical or mental condition that is gradually getting worse unless shown on your Certificate Schedule;
  - You travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
  - Your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life);
  - You being under the influence of drugs (except those prescribed by a doctor but not for the treatment of drug addiction);
  - The direct or indirect effect of you using alcohol or solvents;
  - You travelling on a motorcycle, unless the rider holds an appropriate valid license and all persons covered are wearing crash helmets;
  - You taking part in any hazardous activity or winter sports unless shown on your certificate schedule.
- d. We will not pay more than one of the benefits resulting from the same injury.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 8

### MISSED DEPARTURE

## WHAT YOU ARE COVERED FOR

We will pay you up to the amount shown in your summary of cover for the cost of extra accommodation and transport which you have to pay to get to your journey destination or back home because you are delayed by more than 4 hours in getting to the departure point by the time shown in your travel itinerary (plans) because:

- Public transport (including scheduled flights) does not run to its timetable;
- or the vehicle you are travelling in has an accident or breaks down.

## WHAT YOU ARE NOT COVERED FOR

- a. Any claim unless you:
  - Get a letter from the public transport provider (if this applies) confirming that the service did not run on time.
  - Get confirmation of the delay from the authority who went to the accident or breakdown (if this applies) affecting the vehicle you were travelling in; or
  - Have allowed time in your travel plans for delays which are expected.
- b. Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before your Certificate or travel tickets for your journey were bought (whichever is later).
- c. Failure of public transport caused by a riot, civil commotion, strike or industrial action which began or was announced before you left home or where you could have reasonably made other travel arrangements.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 9

### DELAYED DEPARTURE

#### WHAT YOU ARE COVERED FOR

Compensation of the amount shown in your summary of cover if the flight, international train or sea vessel you are booked on is delayed at its departure point by more than 4 hours from the time shown in your travel itinerary (plans) because of:

- A serious fire, storm or flood damage to the departure point.
- Industrial action.
- Bad weather.
- Mechanical breakdown of the international train or sea vessel.
- The grounding of the aircraft due to a mechanical or a structural defect.

#### WHAT YOU ARE NOT COVERED FOR

- a. Anything which is caused by you not checking in at the departure point when you should have done.
- b. Missed connections.
- c. Compensation unless you get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel.
- d. Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before your Certificate or travel tickets for your journey were bought (whichever is later).

Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.

## SECTION 10

### PERSONAL LIABILITY

If you are hiring a motorised or mechanical vehicle while on your journey you must make sure that you get the necessary insurance / Takaful Certificate from the hire company. We do not cover this under our Certificate.

#### WHAT YOU ARE COVERED FOR

We will pay up to the amount shown in your summary of cover plus any other costs we agree to in writing that relate to anything you cause during your journey for which you are legally liable and results in one of the following.

- Bodily injury of any person.
- Loss of or damage to property which you do not own and you or a relative have not hired, loaned or borrowed.
- Loss of or damage to the accommodation you are using on your journey that does not belong to you or a relative.

#### Note

Inform us as soon as you or your Personal Representatives are aware of a possible prosecution, inquest or fatal injury, which might lead to a claim under this section.

Please do not negotiate, pay, settle, admit or deny any liability to any third party, without our written consent.

#### **WHAT YOU ARE NOT COVERED FOR**

- a. An excess of the amount shown in your summary of cover.
- b. Any liability for bodily injury or loss of or damage to property that comes under any of the following categories.
  - Something which is suffered by anyone employed by you or a relative and is caused by the work they are employed to do.
  - Something which is caused by something you deliberately did or did not do.
  - Something which is caused by your employment or employment of a relative.
  - Something which is caused by you using any firearm or weapon.
  - Something which is caused by any animal you own, look after or control.
  - Something which you agree to take responsibility for which you would not otherwise have been responsible for.
- c. Any claim incident occurring in your home country.
- d. Any contractual liabilities.
- e. Any liability for bodily injury suffered by you, a relative or travelling companion.
- f. Compensation or other costs caused by accidents arising from your ownership or possession of any of the following.
  - The use of any land or building except for the accommodation you are using on your journey.
  - Motorised or mechanical vehicles and any trailers attached to them.
  - Aircraft, motorised watercraft or sailing vessels.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 11

### EMERGENCY MESSAGE RELAY

#### **WHAT YOU ARE COVERED FOR**

If you ask us to, we will pass on up to three messages to your relatives, friends or business associates, to let them know if you are delayed in returning from your journey.

#### **WHAT YOU ARE NOT COVERED FOR**

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## SECTION 12

### LEGAL EXPENSES

#### **WHAT YOU ARE COVERED FOR**

If you die, are ill, or injured during your journey and you or your Personal Representative take legal action to claim damages or compensation for negligence against a third party we will do the following:

- Nominate an appointed adviser to act for you. If you and we cannot agree on an appointed adviser, the matter can be referred to an Alternative Resolution Facility.

- For each event giving rise to a claim pay up to the amount shown in your summary of cover in legal costs for legal action for you (but not more than twice this amount in total for all persons protected on this Takaful Certificate).

**Note**

- You must conduct your claim in the way requested by the appointed adviser
- You must keep us and the appointed adviser fully aware of all facts and correspondence including any claim settlement offers made to you
- We will not be bound by any promises or undertakings which you give to the appointed adviser, or which you give to any person about payment of fees or expenses, without our consent
- We can withdraw cover after we have agreed to the claim, if we think a reasonable settlement is unlikely or that the cost of the legal action could be more than the settlement.

**WHAT YOU ARE NOT COVERED FOR**

**Any claim:**

- not reported to us within 90 days after the event giving rise to the claim;
- where we think a reasonable settlement is unlikely or where the cost of the legal action could be more than the settlement;
- involving legal action between members of the same household, a relative, a travelling companion, or one of your employees;
- where another insurer or Takaful provider has refused your claim or where there is a shortfall in the cover they provide;
- against a travel agent, tour operator or carrier, us, the insurer, another person covered by this Takaful Certificate or our agent.

**Legal costs:**

- for legal action that we have not agreed to;
- if you refuse reasonable settlement of your claim. You should use Alternative Resolution Facilities such as mediation in this situation;
- if you withdraw from a claim without our agreement. If this occurs legal costs that we have paid must be repaid to us and all legal costs will become your responsibility;
- that cannot be recovered by us, you or your appointed adviser, when you receive compensation. Any repayment will not be more than half of the compensation you receive;
- awarded as a personal penalty against you or the appointed adviser (for example not complying with court rules and protocols);
- for bringing legal action in more than one country for the same event.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

SECTION 13

**WINTER SPORTS COVER**

This section is only in force if shown on your Certificate Schedule

**WHAT YOU ARE COVERED FOR**

**Ski pack**

We will pay up to the amount shown in your summary of cover for your ski pack costs that have been paid for and that cannot be recovered from anywhere else, if:

- you have to cancel or curtail your journey.
- you cannot ski because of an injury or illness during your journey.

### **Ski equipment**

We will pay up to the amount shown in your summary of cover for the hire of alternative ski equipment if:

- yours is temporarily lost or stolen on your outward journey for more than 4 hours from when you arrived at your destination; or
- yours is damaged, stolen, lost or destroyed on your journey.

We will pay up to the amount shown in your summary of cover for your ski equipment (including ski equipment you are legally liable for) and ski pass that is damaged, stolen, lost or destroyed on your journey.

There is also a single article limit of the amount shown in your summary of cover.

### **Note**

It will be our decision to pay either:

- The cost of repairing your items;
- To replace your belongings with equivalent items; or
- The cost of replacing your items. An amount for wear, tear and loss of value will be deducted.

### **Piste closure**

We will pay one of the following, if it is not possible for you to ski or snow board at your pre-booked ski resort, because the ski-lifts and ski-schools that you are due to use are closed as a result of adverse weather conditions.

- Up to the amount shown in your summary of cover for the cost of extra transport or lift passes to let you ski or snow board at another resort; or
- Up to the amount shown in your summary of cover if no other resort is available.

## **WHAT YOU ARE NOT COVERED FOR**

### **Under ski pack**

- Anything mentioned under the heading 'WHAT YOU ARE NOT COVERED FOR' within Cancellation or Curtailment Charges - Section 1.
- Anything mentioned under the heading 'WHAT YOU ARE NOT COVERED FOR' within Emergency Medical and Associated Expenses - Section 2.

### **Under Ski equipment**

Anything mentioned under the heading 'WHAT YOU ARE NOT COVERED FOR' within Personal Possessions - Section 5.

### **Under Piste closure**

- Any compensation for the first full 24 hours at your booked ski resort.
- Any claim unless you have a letter from the ski-lift or ski-school operators giving the reason for closing the piste and showing the number of days the piste was closed during your journey.
- Compensation which you can get from your tour operator or anywhere else.
- Costs if the ski-lifts or ski-schools in your pre-booked resort were closed when your Certificate or travel tickets for your journey were issued, if this is less than 14 days before the beginning of your journey.
- Any journey that takes place outside a recognised ski resort or the official resort opening dates.

**Please refer to Sections on General Exclusions, Conditions and Making a Claim that also apply.**

## MAKING A CLAIM

To claim, phone +971 4 426 8077 and ask for a claim form or write to: Noor Takaful General PJSC, Claims Department, PO Box 49998, Dubai, UAE.

You should fill in the form and send it to us as soon as possible with all the information and documents we ask for. It is essential that you provide us as much detail as possible to enable us to handle your claim quickly. Please keep photocopies of all information you send us.

You will need to obtain some information about your claim while you are away. Below is a list of the documents we will need in order to deal with your claim.

### **For all claims**

- Your original journey booking invoice(s) and travel documents showing the dates and times of travel.
- Original receipts and accounts for all out of pocket expenses you have to pay.
- Original bills or invoices you are asked to pay.
- Details of any other insurance / Takaful Certificate you may have that may cover the same loss, such as household or private medical.
- As much evidence as possible to support your claim.

### **Cancellation or curtailment**

- If you need to curtail your journey call UK +44 20 8239 3948 immediately to get our prior agreement.
- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to illness or injury a medical certificate will need to be completed by the treating doctor. A certified copy of the death certificate is required in the event of death.
- If your claim results from any other circumstances, please provide evidence of these circumstances.

### **Medical expenses**

- Always contact our 24-hour emergency medical service when you are hospitalised, require repatriation or where medical fees are likely to exceed US\$ 250.
- Medical evidence from the treating doctor to confirm the illness or injury and treatment given including hospital admission and discharge dates, if this applies.
- If you are advised by a doctor at your resort that you cannot go on your pre-booked excursions because of medical reasons, you should obtain a medical certificate from them confirming this.

### **If your travel documents are lost, stolen or destroyed**

- Written confirmation from the Embassy / Consulate where the loss happened detailing the date of loss, notification of loss and replacement together with a written report from the police.

### **Personal possessions and Personal money**

- Report the theft, damage or loss to the police within 24 hours of discovery and ask them for a written police report.
- If appropriate, you should also report the theft, damage or loss to your courier or hotel /apartment manager and ask for a written report.
- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged personal possessions.
- Confirmation, such as foreign exchange receipts and withdrawal slips, from your bank or bureau de change for issuing foreign currency.
- Keep any damaged items as we may need to inspect them. If we make a payment, or we replace an item, the item will then belong to us.
- Obtain an estimate for repair for all damaged items.

### **For loss or damage in transit claims, including delayed possessions**

- Please obtain a Property Irregularity Report (PIR) from the airline or a carrier's report from the rail company, shipping line or their handling agent. This should be done within 7 days of the delay / loss / damage. You have 21 days to write to the airline confirming details of essential replacement items purchased.

### **Personal accident**

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Medical evidence from the treating doctor to confirm the extent of the injury and treatment given including, hospital admission / discharge.
- Full details of any witnesses, providing written statements where available.
- A certified copy of the death certificate if this applies.

### **Missed departure**

- Detailed account of the circumstances causing you to miss your departure together with supporting evidence from the public transport provider or accident / breakdown authority attending the private vehicle you were travelling in.

### **Delayed departure**

- Written confirmation from the airline, rail company, shipping line or their handling agent of the scheduled and actual departure times and why the departure was delayed.

### **Personal liability**

- A detailed account of the circumstances surrounding the claim, including photographs and video evidence (if this applies).
- Any writ, summons or other correspondence received from any third party. Please note that you should not admit liability, offer to make any payment or correspond with any third party without our written consent.
- Full details of any witnesses, providing written statements where available.

### **Legal expenses**

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies) within 90 days of the event causing your claim.
- Any writ, summons or other correspondence received from any third party. Please note that you should not reply to any correspondence from a third party without our written consent.
- Full details of any witnesses, providing written statements where available.

### **Winter sports**

#### **Ski pack**

- Medical evidence from the treating doctor to confirm the illness or injury and treatment given including hospital admission / discharge if this applies.
- If you are advised by a doctor at your resort that you cannot take part in your pre-booked ski activities because of medical reasons, you should obtain a medical certificate from them confirming this.

#### **Ski equipment**

- All appropriate evidence requested under the heading 'Personal possessions' in this section.
- All hire receipts and luggage labels / tags.
- A written report from your airline or other carrier if your ski equipment is delayed or misdirected.

#### **Piste closure**

- Written confirmation from your tour operator, the local piste authority or ski lift operator confirming the reason for the closure and duration

## MAKING A COMPLAINT

We aim to provide you with first class coverage and services. However, there may be times when you feel we have not done so. If this is the case, please tell us about it so that we can do our best to solve the problem. If you make a complaint your legal rights will not be affected.

In the first instance, please contact:

Head of Customer Service, Quality & Training

Noor Takaful General PJSC

PO Box 49998

Dubai, UAE.

Telephone: +971 4 426 8400

Please supply us with your name, address, Certificate number and claim number where applicable and enclose copies of relevant correspondence as this will help us to deal with your complaint, in the shortest possible time.

# PRINCIPLES OF TAKAFUL

*In the Name of Allah the Most Gracious the Most Merciful*

## **PARTICIPATION IN TAKAFUL SCHEME**

Takaful is a scheme based on joint-guarantee, brotherhood, solidarity and mutual cooperation among a group of people called Participants to help and provide financial assistance to each other. The objective of the scheme is to provide financial protection to the Participants through the principles of Takaful, which encourage people to co-operate and help one another for a good cause as embodied in the teaching of Islam.

“... Help ye one another in righteousness and piety, but help ye not one another in sin and rancor...”  
(Al-Maidah, verse 2)

In line with this concept the Participants shall agree to contribute a sum of money called Takaful Contribution into a common takaful fund called General Takaful Fund (hereinafter called the “GTF”). With the payment of the Takaful Contribution, the Participants shall be entitled to the benefits provided under the terms and conditions of the Takaful Certificate in accordance with the Islamic Shari’a principles of co-operation, mutual help and joint indemnity.

The Company, as the scheme manager, acts as an agent (wakeel) in managing the takaful operations on behalf of all the Participants. In return, the Company is entitled to a wakalah fee which is deducted from the Takaful Contributions paid by the Participants. This wakalah fee would be used by the Company to pay for its operational expenses. As approved by the Fatwa and Shari’a Supervisory Board of the Company, the wakalah fee may constitute up to a maximum of 20% of the takaful contribution.

The GTF shall be used for payment of claims (Takaful Benefits) to the Participants who are eligible in accordance with the terms and conditions of the Takaful Certificate. The Takaful Contributions used for claims payment are considered as Tabarru’ for the purpose of solidarity and mutuality as embodied in the principles of Takaful. The Participants authorize the Company to secure retakaful protection whenever necessary to safeguard the GTF. All related takaful expenses such as acquisition costs, payment to retakaful, claims investigations and allocation for reserves shall also be deducted from the GTF.

## **INVESTMENT**

The Company shall deal exclusively with managing and investing the assets of the GTF and surplus therefrom, if any, in accordance with the Shari’a principles as guided by its Fatwa and Shari’a Supervisory Board. The Company undertakes to invest these assets separately from its own assets and free from any liens of its own creditors. Pursuant to this, and in full accordance with the approval of the Fatwa and Shari’a Supervisory Board, the Company is entitled to 10% of the investment return, and the balance shall be credited to the GTF.

Any losses due to investment and business risks as recognized under the Shari’a rulings and associated with market conditions are initially borne by the GTF. And in conformity with rulings of the Shari’a as well, the Company shall be liable for any proven loss to assets of the GTF if such loss is due to the act of breach of trust or negligence on the part of the Company.

## **DISTRIBUTION OF SURPLUS**

If at the end of the financial year of the Company there is a net surplus in the GTF, the Participants shall be entitled to a share of the surplus. The surplus from the GTF would be calculated according

to actuarial principles and in proportion to the contributions retained in the GTF after retakaful and wakala fees.

The Company shall distribute the surplus from the GTF as set out below:

The entitlement of the Participant to the surplus shall be determined by taking into consideration all the claims incurred under the Takaful Certificate during the financial year and after making appropriate provisions for reserves.

If the above is less than the amount of Takaful Contribution earned during the financial year under the Takaful Certificate, the Participant shall be entitled to the share of surplus on the amount of the difference between the Takaful Contribution and the claims and provisions above.

All eligible Participants will be notified of their share of the surplus. If the Participant fails to collect or cash the surplus within a period of 5 years from the date written on the aforementioned notification of surplus, then the Participant shall be considered to have forfeited its right to the share of surplus. Forfeited surplus shall be transferred to a reserve account under the GTF.

Should the Participant withdraw from the Takaful Scheme before the Expiry Date of the Takaful Certificate, no surplus will be paid.

#### **GTF DEFICIT**

In the event that the GTF has a shortfall in fulfilling its Takaful obligations, the Company shall grant an interest-free loan (al-qard al-hasan) from its standby capital to provide for the total amount of any losses in the GTF, which shall be recouped from future surpluses of the GTF.

**The whole scheme shall be governed by the principles and provisions of the Shari'a as advised by the Company's Fatwa and Shari'a Supervisory Board.**



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