

MOTOR TAKAFUL TERMS & CONDITIONS

WELCOME TO NOOR TAKAFUL

Thank you for choosing Noor Takaful.

This booklet is designed to help you check your cover and to reassure you that we will give you the protection you need for the year ahead.

This booklet, together with your Takaful Schedule and Takaful Certificate, provides all the details you need to know about your cover. Please take a moment to read them all and then keep them in a safe place.

If a change is required, or if you would like to add any of our optional extras to your cover, please call our dedicated Customer Service Center on 800 NOOR (6667).

We pride ourselves on our excellent customer service especially our claims service. Our 24 hour accident and breakdown recovery service operates everyday of the year and you can contact us for enquiries and advice regarding your claim.

Safe motoring from all of us at Noor Takaful.

MOTOR TAKAFUL COVERS

TYPES OF COVER

EXECUTIVE	Sections 1, 2, 4, 5, 6, 7, 8, 9, 11, 12
COMPREHENSIVE MOTOR TAKAFUL	Sections 1, 2, 7, 8
THIRD PARTY MOTOR TAKAFUL	Section 2 only

OPTIONAL COVERS

(These sections will only apply if specified in the TAKAFUL SCHEDULE and subject to additional TAKAFUL contribution)

▪ Personal Accident Benefit	Section 3
▪ Agency Repair	Section 4
▪ Oman Cover	Section 5
▪ Riot, Strikes, Flood, Storm, Tempest etc	Section 6
▪ Medical Expenses	Section 7
▪ Personal Belongings	Section 8
▪ Roadside Assistance	Section 9
▪ Hire Car Benefit	Section 10
▪ No Claims Discount	Section 11
▪ Windscreen Damage	Section 12

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DEFINITIONS

Company

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

Covered Vehicle

Means the vehicle(s) as described in the Schedule.

Deductible

Means the amount the Participant will have to pay towards any non-recoverable claims.

Participant

The person or entity entering in to a Takaful contract by making the Takaful Contribution, who is entitled to be indemnified for damages sustained by him arising out of Perils covered and receive a net surplus and return on investment of funds of General Takaful Fund on agreed terms.

Peril

Means the incident or event resulting in loss or damage, which is covered under the terms, conditions and limitations of the Takaful Certificate for indemnification.

Period of Takaful

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

Re-Takaful

Means transfer of part or whole of the liabilities assumed by the Company under the Takaful contract to any other Takaful Operator or Re-Takaful Operator.

Schedule

The Schedule is attached to the Takaful Certificate and contains the individual details of the Participant (for example the name of Participant, Period of Takaful, Sum Covered, details of vehicle covered, and deductible etc) and shall be an integral part of the Takaful Certificate.

Sum Covered

Means the amount as shown in the Schedule and shall be the maximum amount of indemnity to the Participant for loss or damage to the Covered Vehicle arising out of a covered Peril, subject to the terms and conditions of the Takaful Certificate.

Takaful Certificate

The Takaful Certificate is the document signifying the contract between the Company 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 into the Takaful contract, which is credited to a General Takaful Fund 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 Participants to manage the payment of claims (takaful benefits) and invest the funds of the General Takaful Fund as per the terms and conditions as contained in the Takaful Certificate.

SECTION 1

LOSS OR DAMAGE TO THE VEHICLE

1. The Company will provide cover to the Participant for loss or damage to the Covered Vehicle, its accessories and spare parts caused by the following circumstances:
 - a. By accident or accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear
 - b. By fire, external explosion, self ignition, lightning or thunderbolt
 - c. By burglary or theft
 - d. By malicious act of any third party
 - e. Whilst in transit (including the process of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator, relating to the said transportation
2. The Company shall pay in cash the amount of loss or damage to the Participant or shall repair, reinstate or replace the Covered Vehicle or any part thereof including its accessories or spare parts and the liability of the Company shall not exceed the replacement value of the parts lost or damaged and the reasonable cost of fitting or fixing such parts, unless the Participant requests the Company to pay him the amount in cash, in this case the Company shall respond to the Participant's request.

Where the Participant requests the replacement of the damaged parts with new parts, or requests a cash payment (except taxis, and rental vehicles), the Participant shall bear the rates of depreciation as shown in Schedule No. (1) whereas for taxis and rental vehicles, the Participant shall bear the rates of depreciation as shown in Schedule No. (2).

Schedule No. (1)

Spare Parts Depreciation Rates excluding taxis and rental vehicles

YEAR	RATE
First	NIL
Second	5%
Third	10%
Fourth	15%
Fifth	20%
Sixth and above	30%

Schedule No. (2)

Spare Parts Depreciation Rates for taxis and rental vehicles only

YEAR	RATE
Last Semester of First Year	10%
Second	20%
Third	25%
Fourth	30%
Fifth	35%
Sixth and above	40%

- The Participant has the right to repair the damage due to an accident covered under the Takaful Certificate provided the total cost of such repair does not exceed the Authorised Repair Limit as stated in the schedule.
- If the Covered Vehicle sustains loss or damage to the extent that the cost of repair or redressing the loss shall exceed 50% of its value at the time of accident and is considered a total loss, then the Participant's estimate of value, which was declared between the Participant and Company at the time the Takaful Contract had been entered into shall constitute the basis for calculation of the indemnity for the loss or damage after deducting a depreciation at 20% per annum of the Sum Covered as stated in the Schedule for the first year of the Covered Vehicle's life on the road, while for a part of the year this shall be calculated on a pro rata basis.

As from the second year of the life of the Covered Vehicle from the date of its first registration as new, a depreciation rate not exceeding 20% shall be deducted from the Covered Vehicle's Sum Covered as stated in the Schedule and the depreciation will be calculated as follows.

- 5% as from the beginning of the 1st month until the end of the 3rd month.
 - 10% as from the beginning of the 4th month until the end of the 6th month.
 - 15% as from the beginning of the 7th month until the end of the 9th month.
 - 20% as from the beginning of the 10th month until the end of the 12th month.
- If the Covered Vehicle is immobilised by reason of loss or damage covered under this Takaful Scheme, the Company will bear the reasonable cost of protection and removal to the nearest repairers and delivery to the garage within the country where the loss or damage was sustained.

EXCLUSIONS TO SECTION 1

The Company shall not be liable to pay any compensation in respect of:

- Consequential loss affecting the Covered Vehicle or decrease in the Covered Vehicle's value through usage, impairment or failure or break down of mechanical or electrical equipment.
- Damage resulting from overloading or carriage at any one time of a greater number of passengers than the number for which the Covered Vehicle is licensed by the concerned authorities,

provided that the over-loading or excess passengers were the cause of the accident which resulted in the loss or damage to the Covered Vehicle.

3. Damage to tyres, unless it occurs at the same time as the damage to the Covered Vehicle.
4. Loss or damage caused to the Covered Vehicle as a result of the following:
 - a. Use of purposes other than in accordance with the limitations of use.
 - b. Violation of laws if such violation constituted a felony or an international offense according to the definition stated in articles (28) and (29) of the punitive law, issued under the Federal Law No. (3) of 1987 or violation of the law if it involves a criminal act or similar willful act.
5. Damage resulting to the Covered Vehicle from accidents, occurring while it is being driven by an unlicensed person in accordance with the Traffic and Roads Act or whilst his or her driving license has been suspended or cancelled by a court or competent authorities or as per the traffic laws.
6. Any accident loss or damage whilst the driver is under the influence of intoxicating drugs and/or alcohol or hallucinating drugs affecting his ability to control the Covered Vehicle if it has been proved to the competent authorities or upon the confession of the driver of the Covered Vehicle.

SECTION 2

THIRD PARTY LIABILITY

1. The Company shall be liable to compensate the Participant in the event of an accident caused by or arising out of the use of the Covered Vehicle subject to the limits specified in the Takaful Certificate, against all sums which the Participant shall become legally liable to pay as compensation for:
 - a. Death of or bodily injury to any person including the passengers in the Covered Vehicles except the Participant or the driver at the time of the accident and their families-spouse, parents and children and the employees of the Participant if they are injured during work hours or as a result of their work and they are to be considered as passengers whether inside the Covered Vehicle or mounting or dismounting from it.
 - b. Damages for materials and property, except those owned by the Participant or the driver at the time of the accident or property held in trust or in the Participant's custody or control.
2. The Takaful Cover mentioned in this Section is extended in accordance with the provisions and conditions herein, to cover the liability of each licensed driver while driving the Covered Vehicle provided that he/she fulfils and complies with the Terms and Conditions of the Takaful Certificate and obeys it as if he/she was the Participant himself/herself.

3. Subject to the Limits specified in the Schedule, the Company shall be liable to pay court orders or judgments in whatever amount is awarded to the plaintiff including judicial expenses and charges (except penalties and /or fines); the Company shall pay compensation to the rightful claimant immediately upon the issuance of the Court judgment for execution.
4. In the event of death of any person entitled to indemnity under this Section the Company will in respect of the liability towards such person indemnify his heirs in accordance with the Terms, Conditions and Exceptions of the Takaful Certificate, provided that such heirs shall as though they were the Participant observe, fulfill and be subject to the Terms of the Takaful Certificate in so far as applicable
5. In the event of any accident involving indemnity under this Section to more than one person, the Limits of Liability specified in the Schedule shall apply to the aggregate amount of indemnity by the Company due to all persons.
6. The Company will pay all costs and expenses incurred subject to obtaining its prior consent.
7. The Company may arrange for representation of the Participant at any inquest or inquiry in respect of any accident which may be the subject of indemnity under this Section, and undertakes to defend the Participant in any Court of Law in the UAE in respect of any event which may be the subject of indemnity under this Section.

GENERAL EXCEPTIONS

1. The Takaful Certificate does not cover loss or damage or Third Party Liability arising from accidents involving the Covered Vehicle in the following cases:
 - a. Accidents which take place outside the Geographical Area specified in the Takaful Certificate.
 - b. Accidents which happen directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with flood, storm, hurricane, volcanic eruption earthquake or other convulsion of nature, invasion, any act of Terrorism, act of foreign enemies, hostilities or warlike operations, whether war be declared or not, civil war, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or ionising radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel direct with any of the aforementioned causes.
 - c. Accidents involving the Participant or any driver of the Covered Vehicle whilst driving the Covered Vehicle outside a public road as per the definition of road as every passage open to public traffic unless otherwise agreed in the Takaful Certificate.
2. The Takaful Certificate does not cover any liability due to an agreement made by the Participant where no liability would arise but for that agreement.
3. The Takaful Certificate excludes liability arising out of usage of Covered Vehicle against racing, rallies and /or speed trials.

SECTION 3

PERSONAL ACCIDENT BENEFIT

It is agreed and acknowledged that against payment of an additional Contribution, the Company shall pay compensation in accordance with the table stated below for any death or any physical injuries sustained by the Participant and/or any licensed driver (authorized to drive by the Participant) and/or family members whilst mounting into or dismounting from or travelling in the Covered Vehicle caused by violent, accidental, external and visible means, which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:

NO.	DESCRIPTION	SCALE OF COMPENSATION
1	Death or permanent total disablement	AED 200,000/-
2	Total and irrecoverable loss of sight in both eyes	AED 200,000/-
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand and one foot	AED 200,000/-
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight in one eye	AED 200,000/-
5	Total and irrecoverable loss of sight in one eye	AED 100,000/-
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	AED 100,000/-
7	Permanent partial disablement	The value of the compensation will be specified for the person as a percentage of the compensation amount AED 200,000 based on the percentage disability certified by the prescribed Medical Authority

CONDITIONS:

- a. Compensation shall be payable under one item only of items (1) to (7) in respect of each person arising out of one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of AED 200,000.- during any one period of Takaful.
- b. No compensation shall be payable in respect of death or injury indirectly or directly wholly or partially arising out of or resulting from or traceable to intentional self injury or attempted suicide, physical and/or mental defect or infirmity in an accident happening whilst such person is under the influence of intoxicating substances or drugs.
- c. Compensation shall be payable only with the approval of the Participant and directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge of the Company's obligation in respect of the injury to such person.
- d. Total number of passengers including the driver shall not exceed the number stated in the Schedule at the time of the accident.

SECTION 4

AGENCY REPAIR

Section 1 of the Takaful Certificate is extended to include accidental damage repairs of the Covered Vehicle at the manufacturer's authorised dealers within the UAE.

SECTION 5

OMAN COVER

The territorial limit of the Takaful Certificate is extended to include the Sultanate of Oman.

Exceptions to Section 5

- The maximum duration of any single trip shall not exceed 30 days.
- The maximum total number of days shall not exceed 90 days in any 12 months period.

SECTION 6

RIOT, STRIKES, FLOOD, STORM, TEMPEST ETC.

Section 1 extends to indemnify the Participant in respect of loss or damage to the Covered Vehicle caused by:

- Riot or Strike.
- Civil Commotion which does not assume the proportions of or amount to a popular rising.
- Flood (provided the Covered Vehicle is not driven), storm, tempest, typhoon, cyclone, tornado, volcanic eruption, earthquake or other convulsions of nature.

SECTION 7

MEDICAL EXPENSES

The Company will pay to the Participant and/or any other passenger in the Covered Vehicle the reasonable cost of medical expenses incurred in connection with any accidental bodily injury directly resulting from the accident involving the Covered Vehicle.

Exceptions to Section 7

- Section 7 shall apply only in respect of private motor Covered Vehicles in the name of an individual.
- The liability of the Company shall not exceed the sum of AED 4,000 per person in respect of any one accident for Executive Cover and AED 2,000 per person in respect of any one accident for Comprehensive Cover.

SECTION 8

PERSONAL BELONGINGS

The Company will pay the Participant for the value of loss or damage caused to personal belongings by fire, theft or accident while the belongings are in the Covered Vehicle and if mentioned in the police report proof of purchase of those personal belongings must be provided to the Company.

The Company will deduct an amount for depreciation, wear and tear when we settle a claim. The maximum amount the Company will pay for any one incident is AED 4,000 for Executive Cover and AED 2,000 for Comprehensive Cover.

Exceptions to Section 8

The Company will not pay for loss or damage to the following:

- Money, stamps, tickets, documents, or securities.
- Theft of any property carried in an open or convertible vehicle unless in a locked boot or locked glove compartment.
- Goods or samples carried in connection with any trade.

SECTION 9

ROAD SIDE ASSISTANCE

If the Covered Vehicle is immobilized by reason of loss or damage covered under the Takaful Certificate, the Company will bear the reasonable cost of protection and removal to the nearest repairers within the country where the loss or damage was sustained.

In order to avail this Cover, the Participant is requested to inform the assistance company immediately and ask for Roadside Assistance.

Towing Service

If there is a breakdown or accident, the vehicle will be towed to the nearest garage. This does not include pullout services from the sand or off-road areas.

Battery Boost

Where the vehicle's battery is dead for whatever reason, the road side assistance service provider will jump start the vehicle to enable the Participant to carry on with their journey (no new battery and /or replacement will be given) or the vehicle will be towed to the nearest garage.

Lock Out Services

If keys are locked inside the vehicle, the road side assistance service provider will make attempts to gain access to the key to enable the Participant's to carry on with their journey.

Flat Tyre Service

If the vehicle has a flat tyre the road side assistance service provider will change the flat tyre with a spare tyre. If no spare tyre is available, the road side assistance service provider will tow the vehicle to the nearest garage.

Fuel Delivery

The road side assistance service provider will deliver fuel directly to the Participant should they run out of fuel. The Participant's only have to pay the cost of the fuel.

SECTION 10

HIRE CAR BENEFIT

After an accident covered by Section 1 of your Certificate, the Company will provide a hire car for a maximum period of seven days if the Participant provides an imprint of credit card to the rent a car company.

If the Participant's vehicle is stolen, or if the damage is extensive and the Company decides not to repair it considering the vehicle as a total loss, the Company will provide a hire car for up to seven days or until we make an offer to settle your claim, whichever is earliest. The Company will only do this if we accept your claim.

Hire cars can only be used in the UAE

Use of the hire car must commence within the first 48 hours after your car is disabled following an incident covered by the Certificate.

A valid driving license will be required and driving of the hired vehicle will be restricted to the Certificate holder and/or spouse.

The hire car must be collected by the Participant and returned to the car hire company or the repairer where the Participant's own vehicle is repaired. All other specific UAE restrictions to the vehicle rental will be applicable.

Exceptions to Section 10

- Fuel costs, parking costs or any fines.
- Hire car charges after a period of 7 days.
- Deductible applied in the case of an accident happening while driving a hired car.
- Any kind of legal liability arising out of use of the hire car.

SECTION 11

NO CLAIM DISCOUNT

If a Participant makes a claim under his/her Takaful Certificate, the Company will reduce his/her no-claim discount at the next renewal. If a Participant does not make a claim under his/her Takaful Certificate, the Company will increase his/her no-claim discount when he/she renews his/her Takaful Certificate in line with the scale the Company applies at that time. A Participant's no-claim discount is not transferable to anyone.

SECTION 12

WINDSCREEN DAMAGE

In the event of breakage of the windows or windscreen of the Covered Vehicle where this is the only damage to the Covered Vehicle other than scratching of bodywork resulting from the breakage, the Company will indemnify the Participant for the cost of replacement of such windows or windscreen and any payment in respect thereof shall not be deemed to be a claim for the purposes of calculating no-claim discount. Deductible does not apply for the claims paid under this coverage.

AUTOMATIC COVER EXTENSIONS WITH EXECUTIVE COVER

Loading and Unloading

Section 2 (Third Party Liability) is extended to cover accidental death of or bodily injury to any person or accidental damage to third party property arising out of loading and unloading of the Covered Vehicle.

Motor trade and valet parking

The Company will indemnify the Participant for loss of or damage to the Covered Vehicle whilst in the custody or control of:

- A motor garage or other similar business, which the Participant does not own, which has the Covered Vehicle for the purpose of maintenance, repair, testing or servicing.
- A hotel, restaurant or similar business, which the Participant does not own, where the Covered Vehicle has been parked by their authorised driver.

Provided that:

- i. The Covered Vehicle is handed over only to the authorized person after due verification
- ii. The person is a licensed driver
- iii. Such loss cannot be indemnified from any other source.

Special conditions

In the event that the Covered Vehicle is subject of a hire purchase agreement the Takaful Certificate will not be invalidated by virtue of General Condition 4.

New car replacement

With an Executive Takaful Certificate, if a Participant's car is under 6 months old and is declared a total loss, the Company will pay for either a brand new replacement model or for the value of the car when it was bought, whichever is the lowest.

Off Road Cover

The Takaful certificate is extended to cover loss or damage to the Covered Vehicle whilst being driven off road. Provided that:

- The car has four wheel drive capability.
- The Participant is not participating in a competitive event or race of any kind.

The Automatic Extensions are subject otherwise to the terms, conditions and exclusions of the Takaful Certificate.

WAR AND TERRORISM EXCLUSION

We will not pay for any accident, loss, damage or injury which is the direct or indirect result of any of the following, whether or not contributed to by any other cause:

- War
- Invasion
- Activities of a foreign enemy
- Hostilities or warlike operations (whether war has been declared or not)
- Civil war
- Revolution, rebellion or insurrection (that is, people rising up and changing the government by force or attempting to do so)
- Civil commotion which is of such severity or magnitude that it can be likened to a popular uprising;
- Military power (even if properly authorized by the duly elected government)
- Usurped power (that is power taken by force by any person or group (including armed forces) not being the duly elected government)
- Any act of terrorism for the purpose of this exclusion, an act of terrorism means an act, whether involving violence or the use of force or not or the threat or the preparation thereof, by a 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 similar purposes including the intention to influence any government and /or to put the public or any section of the public in fear.

Loss, damage or injury which is the direct or indirect result of any action taken in controlling, preventing suppressing or in any other way relating to any of the causes listed above is also not covered.

If the Company alleges that by reason of this exclusion any loss, damage, cost of expense is not covered, the burden of providing the contrary shall be upon the Participant.

In the event of any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

GENERAL CONDITIONS

- 1. Definition:** The Takaful Certificate and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Takaful Certificate or of the Schedule shall bear such meaning wherever it may appear.
- 2. Communication:** Every notice or communication to be given or made under the Takaful Certificate shall be delivered to the Company in writing.
- 3. Safeguards and Maintenance Clause:** The Participant shall take all reasonable steps to safeguard the Covered Vehicle from loss or damage and to maintain the Covered Vehicle in a roadworthy condition. The Company shall have at all times the right of free and full access to examine such Covered Vehicle or any part thereof. In the event of any accident or breakdown of such Covered Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if such Covered Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to such Covered Vehicle shall be excluded from the scope of indemnity granted by the Takaful Certificate.
- 4. Ownership Clause:** The Participant shall remain throughout the validity of the Takaful Certificate the sole and absolute owner of the Covered Vehicle and shall not make any agreement to let out upon hire the Covered Vehicle or enter into any agreement restricting his absolute control and possession of the Covered Vehicle without the written permission of the Company having first been obtained.
- 5. Claims:** In the event of any occurrence which may give rise to a claim under the Takaful Certificate, the Participant shall give immediate notice to the competent authority and to the Company, with all relevant information.

Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately upon the Participant having knowledge of any impending prosecution or investigation into a fatal accident in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under the Takaful Certificate, the Participant shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

In the case of property lost or stolen or if willful or malicious damage is suspected the Participant shall immediately notify the Police and render all reasonable assistance to help discover and punish any guilty person and to trace and recover lost or stolen property.
- 6. Admission of Liability under Section Two:**
 - a. No admission offer, promise or payment shall be made by or on behalf of the Participant without the written consent of the Company which shall be entitled, if it so desires, to take over and conduct in the name of the Participant the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity to damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give such information and assistance as the Company may require.

- b. At any time after the happening of any event giving rise to a claim or series of claims under Clause 1(b) of Section Two of this Motor Takaful Handbook, the Company may pay to the Participant the full amount of the Company's liability under the above mentioned clause and relinquish the conduct of any defense, settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Participant in consequence of any alleged action or omission of the Company in connection with such defense, settlement or proceedings, or of the Company relinquishing such conduct. Also the Company shall not be liable for any costs or expenses whatsoever incurred by the Participant or any claimant or other person after the Company shall have relinquished such conduct.

7. Cancellation:

- a. The Company may cancel Section One of the Takaful Certificate, provided that there are substantial reasons for such cancellation during the validity of the Takaful Certificate by sending thirty days notice by registered letter to the Participant at his last known address, in addition to advising the Ministry of Economy & Commerce about the reasons for cancellation. In such event the Company will return to the Participant the contribution paid less the pro-rata portion thereof for the period from the first date and up to the cancellation date of the Takaful Certificate. The Participant may also cancel Section One on seven days written notice and provided no claim has arisen during the current Takaful period up to the cancellation date, the Participant shall be entitled to a return of contribution less contribution at the Company's short period rates for the period from the first date and up to the cancellation date of the Takaful Certificate. There will be no contribution refund in case of a claim, whatever type of claim it is.
- b. Neither the Company nor the Participant has the right to cancel Section Two of the Takaful Certificate during its period of validity as long as the Covered Vehicle's license is valid. In case the Takaful Certificate is cancelled before its expiry date because of cancellation of the Covered Vehicle's permit, or presentation of a new Takaful Certificate due to change in details of the Covered Vehicle or transfer of its ownership, the Company will refund to the Participant the paid contribution (less the short period contribution due). The Company shall pay to the Participant, in all cases of cancellation, the refund contribution due prior to the expiry of the termination period.

- 8. Contribution:** If at the time when any claim arises under the Takaful Certificate, there are other Takaful / Insurance companies covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage or compensation or costs or expenses.

- 9. Compliance with Certificate Conditions:** The due observance and fulfilment of the Terms and Conditions of the Takaful Certificate insofar as they relate to anything to be done or not to be done by the Participant and the truth of all statements and declarations expressed by the Participant in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the Takaful Certificate. Furthermore any notice of claim is to be fully in accordance with the requirements of Clauses 2 and 5 of the General Conditions of this Motor Takaful Handbook.

- 10. Company's Rights after a Loss:** The Company may claim back on the Participant and/or the driver of the Covered Vehicle at the time of the accident, the value of what has been paid as compensation by the Company in the following cases:
- a. If it is proved that the Takaful contract has been made on the basis of false statements by the Participant or if he has concealed relevant information which affects the acceptance of this Takaful by the Company or otherwise affects the contribution or the terms of the Takaful Certificate.
 - b. Using the Covered Vehicle for other purposes than stipulated in the Takaful Certificate or exceeding the permitted number of passengers, overloading more than the permitted limit, or the load not stowed correctly, or exceeding the dimensions of width or length or height permitted.
 - c. If the driver disobeys the law involving a criminal act or felony as per the definition provided for in the article No.28 and 29 of Penal Code promulgated pursuant to Federal Law No. (3) of the year 1987.
 - d. If the driver of the Covered Vehicle whether the Participant or a person driving with his permission, has no driving license for the type of vehicle involved as per the Traffic and Roads Act and its regulations or an order has been delivered to cancel the license provided to him by the Court or the competent authority or as per traffic regulations.
 - e. If it is proved that the accident, death or bodily injury has resulted from an intentional act by the Participant.
 - f. If it is proved to any of the competent authorities or upon the admission of the driver of the Covered Vehicle that the accident happened because the driver whether the Participant or any other person driving with his consent was under the influence of alcohol, and/or any intoxicating liquor/drugs and/ or hallucinating drugs.
The right of recourse for the Company under these General Conditions will not affect the right of Third Parties towards the Participant.
- 11. Forfeiture:** If any claims upon the Takaful Certificate be in any respect fraudulent or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit under the Takaful Certificate or if the loss, destruction or damage be occasioned by the willful act or with the connivance of the Participant all benefit under the Takaful Certificate shall be forfeited.
- 12. Third Parties Right to Recover:** Nothing in the Takaful Certificate or any endorsement on it will affect the rights of any person entitled to compensation by virtue of the Takaful Certificate, or any other person's right to recover any due amount by virtue of applicable law.
- 13. Limitation Clause:** Any claim under the Takaful Certificate shall be time barred if not submitted to the Company within three years from the date of accident, even if the Participant had knowledge of such accident or event, no claim will be accepted.
- 14. Jurisdiction:** The Courts of the United Arab Emirates shall have exclusive jurisdiction over any dispute arising out of or in connection with the Takaful Certificate.

- 15. Personal Accident Cover & Property of Participant:** It is possible that the Company and the Participant by virtue of additional endorsements attached to the Takaful Certificate and within the limits of its provisions and conditions may agree that the Company will cover other damages and injuries which are not mentioned in the Takaful Certificate especially the following:
- a. Cover against accidents which may occur to the Participant or his family and the driver at the time of accident and persons working for the Participant, including the medical expenses due to bodily injury to any one of them.
 - b. Cover against damage to property owned by the Participant or the driver at the time of the accident, or whatever is under their custody and control.
- 16. Young Driver Clause:** It is hereby declared and agreed that if the driver at the time of the accident is less than 25 years of age, an additional deductible of 10% of the amount of the admissible claim stands to be paid by him and/or the Participant over and above the Deductible as stated in the Schedule. Subject otherwise to the terms, exceptions and conditions of the Takaful Certificate.
- 17. Applicable Laws:** This Takaful Certificate is subject to the laws of the United Arab Emirates to the extent these laws are not inconsistent with the rules and principles as interpreted by the Fatwa and Shari'a Supervisory Board of the Company, in which the later will prevail.

MAKING A CLAIM

What to do in case of an accident?

As per Noor Takaful's requirements below you must obtain a police report. The police report is an essential document to process your claim and, more importantly, by law, no garage is allowed to carry out the repairs on your vehicle without a police report.

In case various parties are involved in the accident, the police, based on the accident scene will define the responsibility of each party in the accident. These responsibilities are mentioned in the police report along with a brief description and sketch of the damages occurred to the vehicle(s). Please note that the garage will only repair damages mentioned in the police report. Therefore, we advise you to ensure that all damages to your vehicle in a particular accident are properly detailed and shown on the vehicle sketch.

If you wish to repair several damages at the same time, which were caused by several accidents or incidents, you will need to provide separate police reports for each accident/incident that caused the damages to your vehicle. Please bear in mind that the Deductible mentioned in your certificate Schedule is applicable to each accident/incident causing a damage for which the police has not identified a responsible third party. Kindly note, each event / incident causing a damage is subject to individual Deductible.

While waiting for the police to attend the accident scene, please ensure that you are not blocking the traffic to avoid any penalty imposed by the Traffic Police Department. In the unfortunate case of any bodily injury incurred to you or any of your passengers, even a minor one, or in case of damage to personal items, you should make sure that these are detailed in the police report to maximize your entitlement of all the benefits described in your Certificate.

The only instance where you are not required to provide NOOR TAKAFUL with a police report is in the case of windscreen damage.

How to declare a claim?

You no longer need to come to our office to report a claim. You simply have to follow 3 steps.

Step 1:

Get the police report

You should ensure that all the details in the police report are correct.

Step 2:

Call Noor Takaful at 04 4268880 to report your claim (Sunday to Thursday, 8 am to 4 pm)

We will record details of the incident and will start processing your claim immediately. We will:

- Confirm whether your certificate covers you for the incident
- Tell you what you will have to pay;
- Confirm all the steps involved in your claim;
- Advise you which garage to go to.

Please remember it is important that you report any accident/damage to your vehicle to us and to the police immediately, even if you are not making a claim under your certificate.

Once the claim is reported, you will receive a call with a claim reference number and the contact details of the assigned garage.

Step 3:

Send your car to the garage

You should show the claim reference number to the garage service advisor and provide him with:

- The original police report
- A copy of the driving license of the person who was driving the car at the time of accident (as mentioned in the police report)
- A copy of the registration card of the vehicle.

After the garage issues an estimate for repairing your car, we will call you to inform you whether we have approved repairing your car at that garage or if we wish to request alternative estimates from other garages on Noor Takaful's panel of garages which are of similar quality to the first one.

What happens in case of a total loss?

Please follow Step 1 & 2 as above.

Your vehicle will be assessed and considered beyond economical repair or total loss under Item No.5 of Section 1 (loss of or damage to your car) of this Takaful (please refer above). Noor Takaful will issue a "Total Loss Offer" letter for you to sign and will arrange to reimburse you the depreciated value of your vehicle minus applicable deductible(s). You will be required to hand over all the accessories of your vehicle which may include but not limited to all spare keys, spare wheel, rims, vehicle manual etc. Kindly note that Noor Takaful reserves the right to deduct appropriate amount / amounts from the final settlement for any missing accessory / accessories.

Transfer ownership of the Vehicle

Before the payment you need to transfer the ownership of the vehicle from you to Noor Takaful. Once you sign the Total Loss Offer letter, you will then be asked to transfer the ownership of your vehicle to Noor Takaful (at your cost whilst any traffic or other fines to be cleared by you) and upon receipt of original proof of ownership transfer issued by RTA / Traffic Authorities, we will release the cheque for the settlement amount as agreed. You must take the following to RTA / Traffic Authorities for transfer of ownership process:

- Both number plates of the car
- The registration card of the vehicle
- A copy of your passport
- A copy of the trade license of both Noor Takaful (which we will provide to you) and the relevant company if the car is registered in the name of a company
- A copy of your driving license
- A release letter from the financiers in case you have any finance outstanding in respect of your car.

You will then need to complete a transfer of ownership form at the traffic department stating “NOOR TAKAFUL GENERAL PJSC’ as the transferee. The traffic department will then issue a “No Plate” certificate (proof of ownership).

Collect your cheque

Upon the receipt at our Dubai branch office of the “Total Loss Offer” letter from you, the “No Plate” certificate, the spare key, the manual and the service book of the car, we will issue your cheque. If you submit the above items to any other branch, other than the Dubai branch, that branch will forward all the information for processing to the Dubai branch. You will be notified as to when you can pick up your cheque and at which location.

What happens in case of a total loss when the vehicle is financed through a bank or financial institution?

If the vehicle is financed through a bank or financial institution, you must provide Noor Takaful a letter from the bank or financial institution detailing your exact liability outstanding as on date and Noor Takaful will issue a cheque in the name of such bank or financial institution. If the indemnity computed by Noor Takaful exceeds the remaining balance of the finance amount, Noor Takaful will issue a cheque in the vehicle’s owner name for the difference between the remaining balance of the finance amount and the computed indemnity. However, if the remaining balance of the finance amount exceeds the indemnity computed by Noor Takaful, you must first clear the amount exceeding the indemnity computed by Noor Takaful. Upon receipt of proof of payment you made to the bank or financial institution, Noor Takaful will then release the cheque in the name of the bank or financial institution for the balance amount to help you obtain a clearance letter and transfer the ownership of the vehicle to Noor Takaful.

In order to ensure timely transfer of ownership, Noor Takaful would require you to submit your personal cheque equivalent to the amount of cheque Noor Takaful will issue to the bank or financial institution, as a security for the time period agreed between you and Noor Takaful for transferring the vehicle ownership to Noor Takaful.

In case, there is substantial delay on your part in transferring the ownership of the vehicle, Noor Takaful reserves the right to present your cheque to your bank to claim back the money it paid to your bank or financial institution. In the event of your cheque being dishonoured by your bank due to insufficient funds, Noor Takaful reserves the right to take legal course as deemed necessary. It is also important to note that, Noor Takaful also reserves the right to claim from you any financial losses such as depreciation in salvage (vehicle wreck) value due to delay on your part in transferring the vehicle ownership to Noor Takaful.

What happens in case of a court judgment?

In some occasions the police may refer the accident case to the court. This mainly happens in case of a death or bodily injury or in case one of the drivers has infringed the UAE legislation.

If an accident is referred to the court, you will need to contact Noor Takaful immediately. We will advise you to officially assign to Noor Takaful your right to defend your case. This way, Noor Takaful can manage your case through its lawyers on your behalf. Unless you do so, you will need to attend the court yourself.

Your vehicle cannot be released from the garage nor can any settlement be made unless the final court judgment is issued.

Customer Comments

If you have any comments or suggestions about our cover, services or any other feedback please write to:

NOOR TAKAFUL GENERAL P.J.S.C.

P.O. Box 49998, Dubai, U.A.E. (Attention: Motor Department)

customercare@noortakaful.com

FREQUENTLY ASKED QUESTIONS (FAQs)

Why can't the Takaful Certificate and registration be in two different names?

The Takaful Certificate holder should normally be both the main driver of the vehicle and the registered Participant. The Takaful Certificate holder must have a financial interest in the vehicle. The traffic department will only register a vehicle in the name of the person/entity stated in the Takaful Certificate.

Why can't the Takaful Certificate be transferred when the vehicle is sold?

As the Takaful contribution is linked to the profile of the driver, it is not possible to simply transfer the Takaful cover from one driver to another. The existing Takaful Certificate must be cancelled. The new Participant will then be given a new Takaful Certificate that is required for registration purposes.

Which garages will you use to repair my car?

If you have selected Agency Repairs then your vehicle will be repaired at the vehicle's main dealership. Otherwise Noor Takaful will select its own authorized repairers.

We only use garages that adhere to our strict quality controls. Garages must have experienced and qualified personnel and access to sophisticated repair equipment.

Can I choose the garage to which I want to take my vehicle?

If you have opted for Agency Repairs then your vehicle will be repaired at the vehicle's main dealership. Otherwise Noor Takaful will select one of its authorized repairers. The garage we choose will depend on the vehicle type, nature of damage and availability of spare parts.

Why has my deductible increased?

The standard deductible is increased for high value vehicles, high performance vehicles, young drivers and for drivers with a poor claims history.

Why do I need a 13 month Takaful Certificate?

The traffic department insists on a 13 month Takaful Certificate or insurance policy each time you register a vehicle. The traffic department provides you with registration for 12 months and gives you a one month grace period to reregister the following year. The 13 month Takaful Certificate requirement is intended to reduce the number of uninsured vehicles on the roads. The prompt renewal of the Takaful Certificate will save you having to pay for another 13 month Takaful Certificate. The 13 month period is valid, in the traffic department's opinion, from the time of registration and not from when you take out the takaful cover or insurance. Therefore, it is strongly recommended that you renew your Takaful Certificate when your registration is due, and not when the Takaful Certificate expires.

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

Board, the Company is also entitled to a share of the surplus of up to 40%, as an incentive fee.

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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