

Terms & Conditions

Takaful Finance Shield Certificate

We welcome you as a RAKBANK Takaful Finance Customer to enjoy the benefits of this Takaful Finance Shield Certificate. We request you to go through the Cover details in order to understand thoroughly the extent and terms of the Cover offered.

IMPORTANT NOTICE

1. Cover automatically starts from the Commencement Date.
2. The Cover is applicable only for Primary Customer.
3. The Geographical Limit is 24 hours 'Worldwide'.
4. The Cover is subject to the jurisdiction of the competent courts of United Arab Emirates and governing law of United Arab Emirates.
5. The RAKBANK/Noor Takaful Family PJSC reserves the right, at any time, to change the terms, conditions, rates and/or reject, discontinue or cancel the Cover applicable without assigning any reason thereof.
6. All the benefits payable under this Cover shall be adjusted by the Noor Takaful Family PJSC against the Customer's total amount outstanding on his Takaful Finance account with the RAKBANK.
7. RAKBANK is not at any time considered as an agent of Noor Family Takaful PJSC. Any claims or contestations for any takaful coverage shall be negotiated directly with Noor Takaful Family PJSC.

The Customer consents and authorizes RAKBANK to disclose and report any financial or non-financial information related to all his/her Takaful Finance Accounts with RAKBANK to Noor Takaful Family PJSC, in compliance with the terms and conditions of the Cover. The Customer agrees and declares that he/she will not assert any claim, against RAKBANK for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting to Noor Takaful Family PJSC.

DEFINITIONS

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

Accident: means where the Bodily Injury is caused solely and directly by external violent means and is unexpected and unforeseeable.

Benefit(s): means the benefit(s) provided for under the Coverage pursuant to this Certificate.

Beneficiary: means the Beneficiary entitled to the Benefits according to this Contract.

Bodily Injury means injury which is caused by an Accident which within twelve months from the date of such Accident results in a Covered Person's Death.

Commencement Date means the date the Customer is enrolled by the Certificate holder pursuant to this Contract or the date of inception of the Contract, whichever is later.

Company / Takaful Company: means Noor Takaful Family PJSC, P.O Box 48883, Dubai, U.A.E.

Coverage / Cover: means the scope of Takaful coverage pursuant to this Contract.

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Coverage Amount: means the maximum amount of Benefit and/or limit mentioned in this Certificate in relation to a Covered Benefit hereunder.

Covered Person: means the person(s) entitled for Coverage according to this Contract, namely the Customer.

Customer means a Customer to whom the Certificate holder has given a Sharia compliant finance (Personal Finance /Commercial Finance/Home Improvement finance / Staff Personal Finance/Farm Finance/ Business Finance/ Business Finance plus Covering Key Man risk/ RAK Trade Facilities/ Service Ijarah/ SME Finance and who has not been disqualified by the provisions of this Contract to be eligible to receive the Benefits under this Certificate.

Customer shall also include Key-man (key-men) of a corporate Customer. A Key-man would be “the main person (as determined by the Certificate holder) who is responsible for running the business on a day to day basis, whose Death may affect the ability of the business to settle the Outstanding Finance Amount to the Certificate holder”.

Date of Event means the date of Death resulting from any cause other than those specifically excluded happening on or after the Commencement Date and during the term of this Contract.

Death means death due to any cause other than those specifically excluded.

Outstanding Finance Amount means the principal (Plus) accrued profit till Date of Event less installments paid. However, in case of six or more consecutive defaults in installments before Date of Event, accrued profit shall be payable for six months only from the date of last payment by the Customer.

Certificate holder: means National Bank of Ras Al Khaimah (P.S.C), P.O Box 5300, Ras Al Khaimah, United Arab Emirates (RAKBANK).

Certificate/Contract: means this Certificate based on the principles of sharia, particularly takaful principles, including any schedule(s), subsequent terms, conditions, tables, exclusions, endorsements and application form (if any).

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

SCOPE OF COVER

Subject to the terms and conditions provided in this Contract the Company shall pay the Benefits to the Certificate holder as hereinafter provided:

In the event of the Death of a Covered Person arising out of any cause not specifically excluded under this Contract on or after the Commencement Date and during the Contract period, the Company shall pay the Benefits to the Certificate holder for the actual Outstanding Finance amount as on the Date of Event.

EXCLUSIONS

No Benefits under the Contract shall be payable in respect of a Covered Person where the event giving rise to a claim occurs as a result of:

- a. Suicide within 12 months of the Commencement Date;
- b. Any deliberate self-inflicted injury and/or self-medication (without a proper prescription from a legally recognised medical practitioner);
- c. Engaging in or taking part in
 - naval, military or air force service or operations; (military personnel are not covered only when they are participating in the war or any active military training exercises.);
 - winter sports (other than skating or curling) at any winter sports resort;
 - sky diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
 - driving or riding on motor cycles or motor scooters over 250 cc other than mopeds ;
- d. Any Accident occurring on or in or about any aircraft other than an aircraft in which the Covered Person was travelling as a bonafide passenger or pilot or crew and which is operated by a licensed commercial or chartered airline;
- e. Deliberate exposure to exceptional danger (except in an attempt to save human life), or Covered Person's own criminal act;
- f. Nuclear radiation, nuclear fission, nuclear fusion and/or radioactive contamination;
- g. Riot, civil commotion, strikes and active participation in war, rebellion, insurrection, resurrection, popular rising, usurped power, terrorism;
- h. Infection from any Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency syndrome (AIDS) or any AIDS related condition other than blood transfusion.

CONDITIONS

- 1) The Customer / Certificate holder shall furnish the Company with any information the Company may require in respect of the Customer for the Benefits hereunder. Prior to acceptance, the Company may, at its sole discretion, require the Customer to undergo a medical examination by a legally qualified medical practitioner in the manner the Company deems required or fit.
- 2) The Benefits under this Contract shall be extended only to the Covered Person being the primary Customers and not to an additional or supplementary or collateral customer or guarantors. However if the finance is sanctioned based on the earning capacity of the Customer and his spouse then both the Customer and his spouse can be covered for the full principal sum under this Contract subject to 100% additional contribution being charged. Upon first or joint Death, principal sum shall be paid and Cover shall be ceased thereafter.
- 3) Notwithstanding anything contained herein to the contrary the Benefits under this Contract in respect of the Customer shall terminate upon the happening of any one or more of the following:
 - a. Closure of the Customer's finance fund.
 - b. the Covered Person having attained the Maximum Coverage Age specified in this Certificate.
 - c. the Customer's Death.
 - d. Cancellation of the Benefits under the Contract by the Certificate holder at any time in accordance with the terms and conditions of the Contract.

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- 4) If any claim under this Contract is in any way fraudulent or unfounded, all Benefits under this Contract shall be forfeited in respect of the particular Customer.
- 5) The observance by the Covered Person of the terms of the Contract and the truth of the statements and the answers by the Covered Person in the proposal and other material information provided by the Covered Person shall be condition precedent to any obligation of the Company. If the circumstances in which the Contract was entered into are materially altered without the written consent of the Company, the Contract shall become null and void in respect of the particular Covered Person.

6) Age Criteria:

Minimum Entry Age	:	21 completed years
Maximum Entry Age	:	64 completed years
Maximum Coverage Age	:	70 completed years

7) Governing Law & Jurisdiction

This Contract shall be governed by and construed in accordance with the applicable laws in force in the, United Arab Emirates to the extent they do not contradict with the principles of sharia, in which case the latter shall prevail. This Contract is subject to the jurisdiction of the competent courts of the United Arab Emirates.

CLAIMS PROCEDURE

Upon happening of an event giving rise to a claim under the Contract, the Covered Person’s representatives shall follow the following procedure:

1. Give immediate written notice to the Certificate holder/Company but not later than 120 days from the Date of Event for all claims.
2. The Covered Person’s representative shall complete the standard claim form and produce at no cost to the Certificate holder/Company such evidence to substantiate the claim to the satisfaction of the Company, as the Company may reasonably require;
3. The Covered Person’s representative shall submit the following documents to the Company within 180 days from the Date of Intimation to the Bank:
 1. Duly filled Claim Form
 2. Copy of passport and visa or Emirates ID
 3. Copy of Death Certificate from appropriate Government Authority. In case of death of the applicant outside UAE, the death certificate has to be attested by the Embassy of UAE
 4. Copy of Police Report (if death was due to an accident or unnatural event).
 5. Copy of Post Mortem Report (wherever legally required)
 6. Copy of medical reports with onset of illness, investigation, diagnosis, cause of death (may be requested by the Takaful Company)

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

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

The Covered Person consents and authorises the Bank to disclose and report any financial or non-financial information related to all his/her loan accounts with the Bank to the Company, in compliance with the terms and conditions of the Cover. The Covered Person agrees and declares that he/she will not assert any claim, against the Bank for any loss, damage or injury suffered or alleged as a result of any such disclosure or reporting to the Company.