

AJMAN BANK GROUP MORTGAGE FINANCE TAKAFUL SCHEME

TAKAFUL POLICY NO. 301/1/95123/2024/00004 **PROVISIONS & CONDITIONS**

This document explains the Provisions & Conditions of Ajman Bank – Group Mortgage Finance Takaful Scheme between Abu Dhabi National Takaful Co. PSC (Takaful Provider) and Ajman Bank (Policyholder) with Policy Commencement Date of 01 August 2024 and Policy Expiry Date of 31 July 2025 (referred to as “Policy Period”)

For any further clarifications, please contact Ajman Bank or Abu Dhabi National Takaful Co. PSC.

TAKAFUL SCHEME

Ajman Bank – Group Mortgage Finance Takaful Scheme is offered on a **compulsory basis** by Policyholder to eligible Customers, to provide Takaful Cover during the Policy Period against the following:

1. **Death.**
2. **Permanent Total Disability.**
3. **Other Takaful Benefits**
 - 1) **Repatriation Benefit**
 - 2) **Emergency Medical Expenses (Due to Accident Only)**

Where:

1. At the Date of Event of **Death** of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit on any one Scheme Member of AED 30,000,000/- (UAE Dirhams Thirty Million Only) for UAE Nationals and for UAE Residents.
2. At the Date of Event of **Permanent Total Disability** solely and directly resulting from Accident / Sickness of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit on any one Scheme Member of AED 15,000,000/- (UAE Dirhams Fifteen Million Only) for UAE Nationals and for UAE Residents.

Takaful Benefit will be paid in accordance with the definition of the Permanent Total Disability in **Definitions**.

3. **Other Takaful Benefits**
 - 1) **Repatriation Benefit:**
The Takaful Benefit payable shall be the actual expenses, up to a maximum of AED 10,000 per Scheme Member in the event of Death.
 - 2) **Emergency Medical Expenses (Due to Accident Only)**
In the event of emergency medical treatment required due to an Accident as per the advice of the Medical Expert, the Takaful Benefit Payable will be the reasonability and customary expenses, up to a maximum of AED 10,000.

DEFINITIONS

In these Provisions & Conditions, the following words and phrases shall have the meanings hereby assigned to them:

Takaful Provider:	means Abu Dhabi National Takaful Co. PSC.
Policyholder:	means Ajman Bank.
Accident:	means Bodily Injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes. Any result of an Accident is only covered when the Accident that gave rise to Death or Permanent Total Disability claim has happened during the Policy Period.
Application Form:	means the Medical Health Questionnaire completed and signed by the Customer(s) including the declaration made by the Customer(s) to be enrolled as a Scheme Member in this Takaful Scheme.
Beneficiary:	means the Policyholder who is entitled to receive the Takaful Benefit under this Takaful Scheme from the Takaful Provider.
Bodily Injury:	means bodily injury which: <ol style="list-style-type: none">1. Is sustained by a Scheme Member after the Policy Commencement Date or Normal Date of Inclusion, whichever is later, and during the Policy Period.2. Is caused by an Accident, and

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	3. Solely and independently of any other cause, except illness directly resulting from, or surgical or medical treatment rendered necessary by, such injury, occasions the disablement of the Scheme Member within ninety (90) calendar days from the date of Accident by which such injury is caused.
Customer(s):	<p>means an individual who is either a UAE National or a UAE Resident that will have direct business relationship with the Policyholder and who has fulfilled all requirements of the Policyholder and is deemed approved to be granted Original Finance Amount under a Facility by the Policyholder. It will include the following:</p> <ul style="list-style-type: none"> ▪ Existing Customer(s) who has already been granted a mortgage finance Facility by the Policyholder before the Policy Commencement Date of this Takaful Scheme. ▪ New Customer(s) who will apply for a mortgage finance Facility with the Policyholder for the first time after the Policy Commencement Date of this Takaful Scheme. It also includes Existing Customers who will apply for a new mortgage finance Facility or additional amount under the existing mortgage finance Facility after the Policy Commencement Date of Takaful Scheme. ▪ Joint Life Customer(s) mean the individual Customer along with his/her natural spouse, natural siblings or natural parents. In case of Joint Life Customers, each Joint Life Customer shall be covered for his/her proportionate share of the Facility. It shall be clearly defined and provided to the Takaful Provider.
Date of Event	<p>means any one of the following:</p> <ol style="list-style-type: none"> 1. In respect of Death, the date of Death resulting from any cause except for those mentioned under the Exclusions, happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, if later, and during the Policy Period. 2. In respect of Permanent Total Disability, the date of recognition of Permanent Total Disablement certified by a Medical Expert resulting from an Accident or Sickness of the Scheme Member except for those mentioned under the Exclusions, happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, whichever is later, and during the Policy Period.
Death:	means death due to any cause of the Scheme Member other than those mentioned under the Exclusions in this Takaful Scheme happening during the Policy Period.
Exclusions:	means a list of conditions describing the situations as specified in relevant clause of the Provisions & Conditions in which the Takaful Provider will not pay the Takaful Benefit as specified in these Provisions & Conditions.
Facility:	means Shari'a compliant home/mortgage finance facility granted by the Policyholder to the Customer.
Maximum Coverage Age:	means the age of 70 years for Death and 65 years for Permanent Total Disability.
Medical Expert:	means a legally licensed, registered and qualified medical practitioner acting within the scope of his license practicing medicine and concerned with maintaining or restoring human health through the study, diagnosis, and treatment of disease and injury. The medical expert shall be authorized by the Takaful Provider only and cannot be: a) Scheme Member; b) Scheme Member's respective partner or spouse or any relative or any friend or colleague.
Normal Date of Inclusion:	means the date on which a Customer completes all Underwriting Requirements to participate in this Takaful Scheme as a Scheme Member. This date shall coincide with the Policy Commencement Date or later if the Customer is granted a Facility by the Policyholder after Policy Commencement Date or additional amount under the existing Facility after the Policy Commencement Date and during the Policy Period, subject to satisfactory completion of Underwriting Requirements and approval provided by the Takaful Provider.
Original Finance Amount:	<p>means the finance amount approved by the Policyholder to be granted to the Scheme Member. It shall be limited to a maximum of AED 30,000,000/- (UAE Dirhams Thirty Million Only) for Existing Customers and limited to a maximum of AED 15,000,000/- (UAE Dirhams Fifteen Million Only) for New Customers.</p> <p>Cover for new finance amounts above AED 15,000,000 (UAE Dirhams Fifteen Million Only) will be considered on a case-to-case basis as per the Underwriting Requirements.</p>
Outstanding Finance Amount:	means the outstanding Original Finance Amount, excluding any profit and all other applicable charges, at the Date of Event of Death or Permanent Total Disability owed by the Scheme Member to the Policyholder that is in line with the pre-scheduled Facility repayment plan of the Policyholder of the Scheme Member irrespective of the number of Facility(ies) and their actual Outstanding Finance Amounts and it cannot be more than the Original Finance Amount granted to Scheme Member by the Policyholder.
Permanent Total Disability:	Means the total and permanent inability of the Scheme Member, due to Accident or Sickness occurring prior to attaining age 65 years and arising out of a cause other than those mentioned under Exclusions, to perform his/her own occupation or any other occupation for which he/she is reasonably suited by reason of education, experience, training and provided he/she is not undertaking any other occupation whatsoever during his remaining lifetime, and provided that Takaful Provider is satisfied that he/she will be so rendered indefinitely.

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	<p>Permanent Total Disability benefit is subject to a deferment (waiting period) of benefit until six (06) months following the event giving rise to the claim as confirmed by the Medical Expert authorized by Abu Dhabi National Takaful Co. P.S.C. In case of Permanent Total Disablement, the Scheme Member has sustained specific injuries through an Accident which after six calendar months are beyond any hope of improvement.</p> <p>The Takaful benefit payable on the extent of disablement occasioned by severance or total loss of the use of the parts of the body listed below:</p> <table border="1" style="width: 100%;"> <tr> <td>Total and irrevocable loss of sight of both eyes</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Total incurable insanity</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of both arms or both hands</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Complete and permanent deafness of both ears of traumatic origin</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Removal of lower jaw</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of speech of traumatic origin</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of one arm and one leg</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of one arm and one foot</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of one hand and one foot</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of one hand and one leg</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of both legs</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Loss of both feet</td> <td>100% of Takaful Benefit</td> </tr> <tr> <td>Total Paralysis of four limbs</td> <td>100% of Takaful Benefit</td> </tr> </table>	Total and irrevocable loss of sight of both eyes	100% of Takaful Benefit	Total incurable insanity	100% of Takaful Benefit	Loss of both arms or both hands	100% of Takaful Benefit	Complete and permanent deafness of both ears of traumatic origin	100% of Takaful Benefit	Removal of lower jaw	100% of Takaful Benefit	Loss of speech of traumatic origin	100% of Takaful Benefit	Loss of one arm and one leg	100% of Takaful Benefit	Loss of one arm and one foot	100% of Takaful Benefit	Loss of one hand and one foot	100% of Takaful Benefit	Loss of one hand and one leg	100% of Takaful Benefit	Loss of both legs	100% of Takaful Benefit	Loss of both feet	100% of Takaful Benefit	Total Paralysis of four limbs	100% of Takaful Benefit
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Policy Period:	means a period commencing from the Policy Commencement Date and ending on the Policy Expiry Date.																										
Pre-Existing Condition(s):	means Accident, Sickness or any complications there from which is present or manifest itself, or for which medical care, treatment, advice or consultation was rendered to a Scheme Member prior to the Policy Commencement Date or Normal Date of Inclusion, if later. Any Accident or Sickness shall be considered to be present or manifest if the condition or symptoms exist prior to the Policy Commencement Date or Normal Date of Inclusion, if later, even though no diagnosis, care or treatment were sought or received.																										
Scheme Member:	means a Customer who is included in this Takaful Scheme as per the Provisions & Conditions.																										
Sickness:	means sickness or disease contracted for the first time after the Policy Commencement Date or Normal Date of Inclusion, if later.																										
Takaful Benefit:	means the amount entitled for a Scheme Member in the event of any risks stipulated under this Takaful Scheme occurred and notwithstanding evidence and assessment, which is established by virtue of occurrence and subject to the Provisions & Conditions of this Policy. Takaful Benefit is automatically assigned by Scheme Member to Policyholder and will be payable to the Policyholder.																										
Takaful Contribution Amount:	means the cash amount paid by the Scheme Member into the Takaful Insurance Account as a contribution from his part in order to reimburse those who shall be exposed to a common peril from the Takaful Insurance Account.																										
Takaful Scheme:	means the Ajman Bank – Group Mortgage Finance Takaful Scheme.																										
UAE National	means a Scheme Member who is a holder of valid UAE Passport as issued by the Government of the UAE.																										
UAE Resident	means a Scheme Member who is a holder of passport or travel documents of his country of origin and is full time employed and residing in the UAE with a valid UAE residence permit as issued by the Government of the UAE.																										

Words importing the singular number include the plural number and vice versa and words of masculine gender shall include the feminine unless the context otherwise requires.

ELIGIBILITY

Customers eligible for takaful cover under this Takaful Scheme are the present and future Customers of the Policyholder acquired during the Policy Period who are UAE Nationals and UAE Residents.

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Takaful cover is subject to Customers actively working pursuing fulltime employment (i.e., not sick) and not on medical leave at the time of applying for Facility and at the commencement of their individual Facility at the Normal Date of Inclusion.

Financial eligibility will be strictly applied. Unskilled workers and workers on oil rigs and dealing with explosive materials are excluded for cover under this Takaful Scheme.

Maximum Age at Entry is between the age of **18 years** to **69 years** for Death and between the age of **18 years** to **64 years** for Permanent Total Disability and Other Takaful Benefits.

Maximum Coverage Age under this Takaful Scheme will be the age of **70 years** for Death and **65 years** for Permanent Total Disability and Other Takaful Benefits.

The guarantor of the Facility is not covered under this Takaful Scheme. The takaful cover is offered solely to individual or Joint Life Customers. Companies are not covered under this Takaful Scheme.

TAKAFUL CONTRIBUTION AMOUNT RATE

As agreed between the Takaful Provider and the Policyholder for the Period of Finance to cover the Scheme Members.

Takaful Contribution Amount payable under this Takaful Scheme shall be calculated by and paid to the Takaful Provider in arrears on the last day of each month with the amount of the Takaful Contribution Amount being charged to the account of Scheme Member.

Joint Lives

Takaful Contribution Amount rate for Joint life Scheme Member rate is applicable on each life separately. Where joint life case may cover principal Scheme Member life along with his/her natural spouse, natural siblings or natural parents only.

Joint Life Scheme Members will be covered subject to the following approach:

- I. Scheme Member 1 = Monthly Takaful Contribution Amount Rate
- II. Scheme Member 2 (Joint Life) = 80% x Monthly Takaful Contribution Amount Rate

The above shall be applicable if the Scheme Members are covered on a standard basis in the Takaful Scheme.

Takaful Cover on Special Terms

In the event that takaful cover is provided on special terms to a Scheme Member, monthly Takaful Contribution Amount rate in respect of that particular Scheme Member will be adjusted accordingly and communicated to the Policyholder based on the outcome of the Underwriting Requirements. There may be instances where request for takaful cover maybe declined. Takaful cover will only commence after obtaining a written confirmation from Takaful Provider if there are Underwriting Requirements to be completed.

TAKAFUL BENEFIT

Upon receipt of due proof in writing that Scheme Member has, whilst the Takaful Scheme is in full force and effect, suffered events set out in the policy schedule, the Takaful Provider, subject to Provisions & Conditions and Exclusions of this Takaful Scheme shall pay the following Takaful Benefit(s):

Where:

1. At the Date of Event of **Death** of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit on any one Scheme Member of AED 30,000,000/- (UAE Dirhams Thirty Million Only) for UAE Nationals and for UAE Residents.
2. At the Date of Event of **Permanent Total Disability** solely and directly resulting from Accident / Sickness of a Scheme Member, the Takaful Benefit payable will be 100% of the Outstanding Finance Amount, subject to a maximum Takaful Benefit on any one Scheme Member of AED 15,000,000/- (UAE Dirhams Fifteen Million Only) for UAE Nationals and for UAE Residents.

Takaful Benefit will be paid in accordance with the definition of the Permanent Total Disability in **Definitions**.

3. **Other Takaful Benefits**

- 1) **Repatriation Benefit:**

The Takaful Benefit payable shall be the actual expenses, up to a maximum of AED 10,000 per Scheme Member in the event of Death.

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Continued...

2) **Emergency Medical Expenses (Due to Accident Only)**

In the event of emergency medical treatment required due to an Accident as per the advice of the Medical Expert, the Takaful Benefit Payable will be the reasonability and customary expenses, up to a maximum of AED 10,000.

MAXIMUM TAKAFUL BENEFIT

In the event that any Scheme Member is covered under more than one Facility, the maximum cumulative amount of Takaful Benefit payable for any one Scheme Member shall be subject to a maximum of AED 30,000,000/- (UAE Dirhams Thirty Million Only) for Death for Existing Customers and up to AED 15,000,000 (UAE Dirhams Fifteen Million Only) for New Customers or for Permanent Total Disability up to AED 15,000,000 (UAE Dirhams Fifteen Million Only) for all Customers, irrespective of the number of Facility(ies) and their actual Outstanding Finance Amounts.

MONTHLY FACILITY REPAYMENT INSTALMENTS

Any particular monthly Facility repayment instalment default of more than six (06) consecutive or cumulative months in arrears will be borne by the claimant or the Policyholder. The takaful cover will always be in line with the pre-scheduled Facility repayment plan of the Policyholder.

FREE COVER LIMIT

AED. 3,500,000/- (UAE Dirhams Three Million Five Hundred Thousand Only)

Where;

Eligible Scheme Members of the Policyholder up to age of 69 years shall be covered automatically for their individual Takaful Benefit or AED 3,500,000/- (UAE Dirhams Three Million Five Hundred Thousand Only), whichever is less, without providing any underwriting evidence from the Policy Commencement Date or their Normal Date of Inclusion, if later, and during the Policy Period only.

UNDERWRITING REQUIREMENTS

Subject to Eligibility conditions of the Provisions & Conditions, following underwriting requirements shall apply to this Takaful Scheme:

<u>Finance Amount (in AED)</u>	<u>Age 18 – 55</u>	<u>Age 56 – 69</u>
Up to 3,500,000	None	None
3,500,001 – 5,000,000	MHQ	MHQ
5,000,001 – AED 7,500,000	MHQ	MHQ
7,500,001 – 15,000,000	MHQ+ MER + Blood + ECG + Stress ECG +Finance Offer + Travel Questionnaire	
15,500,001 – 25,000,000	Refer to Abu Dhabi National Takaful Co. PSC for special terms and conditions on a facultative basis	

Where:

MHQ: Medical Health Questionnaire that must be completed dated and signed by the Customer for each proposal whatever the amount.

MER: Medical examination report completed by a medical examiner and including a urinalysis.

Blood: Complete Blood screening including Haemogram, Erythrocyte Sedimentation Rate, Platelet count, HIV 1 & 2 antibody test, glucose, HbA1c, creatinine, uric acid, urea, total cholesterol and HDL, triglycerides, transaminases SGOT & SGPT, gammas GT, Hepatitis B & C serology, PSA for men above 50.

ECG: 12 lead Electrocardiogram with cardiologist report.

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Stress ECG: Exercise ECG with cardiologist report.

Finance Offer: signed Facility application form provided by the Policyholder.

Travel Questionnaire: must be completed dated and signed by the Customer.

Subject to the above Underwriting Requirements, coverage shall be confirmed in writing by the Takaful Provider only if the Medical Health Questionnaire reveals no adverse conditions.

For cases involving individual underwriting with an unsatisfactory Medical Health Questionnaire, no takaful cover shall be provided until such time the underwriting decision is reached and communicated to the Policyholder by the Takaful Provider.

In case of any positive disclosure, Takaful Provider will have the absolute right to request for further medicals examinations.

Extra takaful contribution amounts may be charged or the takaful cover may be declines in certain cases. Takaful cover for all Customers with Medical Health Questionnaire showing adverse medical conditions will commence only after written confirmation by the Takaful Provider.

EXCLUSIONS:

The following list of exclusions will apply where no Takaful Benefit will be payable if Death or Permanent Total Disability or Terminal Illness of an enrolled Scheme Member results directly, wholly or partly as a result of or related to:

Death and Permanent Total Disability Exclusions

- **War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, acts of terrorism, mutiny or riot or civil commotion assuming the proportions of or amounting to a popular rising.**
- **Suicide within the first twelve (12) months from the commencement of individual takaful cover / Normal Date of Inclusion.**
- **Atomic, Biological, and Chemical contamination;**
- **Worldwide Terrorism Exclusion**

Notwithstanding any other provision in this Policy, the Takaful Provider shall not be liable for claims directly or indirectly caused by, resulting from, or in connection with acts of terrorism by making use of nuclear, biological or chemical weapons or material, or action taken in controlling, preventing, suppressing or in any way relating to any such act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence of the loss. An act of terrorism means an act – whether involving violence or the use of force or not – or the threat or the preparation thereof, of any person or group(s) of persons – whether acting alone or on behalf of or in connection with any organisation(s) or government (s) – which

- **appears to be intended to intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy**

and

- **from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.**

In any case, active participation of the Scheme Member in any acts of terrorism – whether making use of nuclear, biological or chemical weapons or material or not – shall be excluded.

Permanent Total Disability Exclusions

In addition to the above, the below is also excluded for Permanent Total Disability.

- **Mental illnesses and nervous disorders;**
- **Suicide or attempted suicide or any act of Intentional self-injury whilst sane or insane;**
- **Scheme Member being in or upon or entering into or alighting from or descending or falling from aircraft of any kind other than a fully licensed standard type of fixed transport organization providing regular air services between duly established airports in which he/she is traveling as a pilot, cabin crew or fare-paying passenger.**
- **Misuse of drug or alcohol;**

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- Underwater activity necessitating the use of artificial breathing equipment.
- Any participation or training for any dangerous or hazardous sports or competition or riding or driving in any form of race or competition;
- Engaging in any illegal act, breach of Law or criminal act;
- Engaging in or taking part in any naval, military or air force operation;
- Sexually transmissible diseases, AIDS or the presence of any Human Immunodeficiency Virus (HIV) or any antibodies to such virus.
- Facility taken out by the Scheme Member for his own medical treatment.
- Pregnancy, childbirth or abortion or any complications arising therefrom
- Facility taken out by the Scheme Member for his/her own medical treatment.
- Extra-Contractual Obligations, for example any ex-gratia payments.
- Any claim arising out of a Pre-Existing Conditions, which were present at the time of taking out the Facility for the first year of Facility inception of the Scheme Member.
- Any disease or medical impairment from which the Scheme Member was suffering or had a serious past history at the Policy Commencement Date or his/her Normal Date of Inclusion, if later.
- Claims intimated after 180 days from the date of event of a claim for Death or Permanent Total Disability.

If the Takaful Provider alleges that by reason of these Exclusions any loss is not covered by this Policy, the burden of proving the contrary shall be upon the Policyholder thus discharging the Takaful Provider from any liability whatsoever against the Policyholder, Scheme Member and any claimant.

CESSATION OF INDIVIDUAL MEMBERSHIP

Notwithstanding anything contained herein to the contrary, Takaful cover under this Takaful Scheme in respect of a Scheme Member shall automatically terminate upon the happening of any one or more of the following:

1. The Scheme Member's Death or Permanent Total Disability claim.
2. Cancellation/settlement of the Scheme Member's Facility;
3. The Scheme Member having attained the Maximum Coverage Age;
4. Scheme Members who do not pay the monthly finance Facility installments may be covered for the first 12 months of non-repayment subject to the following:
 - The sum covered shall be as per the amortization table/ pre-scheduled Facility repayment plan of the Policyholder without any additional penalties due to non-repayment or profit charges.
 - Scheme Members who are defaulters for the first 12 months can reschedule their finance Facility (with no top up to finance Facility), subject to underwriting based on Medical Health Questionnaire and approval of Takaful Provider.
 - Takaful Contribution Amount rate will be applied to the full sum covered for up to twelve (12) months of defaults as long as the tenor and age restriction is met.
 - Any Scheme Members who are defaulters for more than twelve (12) months will be automatically excluded from the cover and the Facility will be written off as bad-debt and will not be covered under this Takaful Scheme.
 - The Scheme Member's age does not exceed the Maximum Coverage Age.
 - The Takaful Contribution Amount must be paid in full within the full period.
 - The total Outstanding Finance Amount /sum covered shall not exceed in any case the Original Finance Amount.
5. Any other date on which the Scheme Member ceases to be eligible for takaful cover for any fraudulent or criminal reason affecting the takaful cover hereunder. Decision of the court shall be final in such cases.

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COVERAGE FOR PASSIVE WAR RISK

Subject to the Provisions & Conditions of this Takaful Scheme, "Passive War & Terrorism" benefit shall become payable on Death or Permanent Total Disability (Due to Accident Only) a covered Scheme Member as a result of war, war-like operations (whether war be declared or not) or terrorism, provided

- I. that the war or act of terrorism either takes place in the country of residence of the covered Scheme Member; and the covered Scheme Member does not actively participate in any of the above-mentioned events or
- II. the covered Scheme Member is involuntarily affected by suddenly occurring war, war-like operations or act of terrorism take place while travelling outside the country of residence where the covered Scheme Member remains no more than 28 days, except Force Majeure, following the outbreak.

"Passive War & Terrorism" cover is limited to covered Scheme Members living and working in the country where the cover is issued.

For the avoidance of doubt it is understood that no claim shall be payable if the covered Scheme member is travelling to a country after war has been declared in that country or after it has been recognized as a war zone or that country is exposed to warlike operations.

"Warlike operations" means hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege.

Act of Terrorism shall mean any act, including but not limited to the use of force of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s) which is committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or creating panic and fear among the public, or any section of the public.

For the purposes of the Passive War & Terrorism risk cover hereunder, solely Death and Permanent Total Disability (due to Accident Only) resulting directly and independently of all other causes from Bodily Injury effected through external, violent and visible means shall be covered, provided the Death materializes within six (06) months after the Bodily Injury has occurred.

Exclusions:

No claim shall be payable if it is proven that:

- a) **The Covered Scheme Member has been taking an active part in any of the events mentioned above, or that he was member in regular army or security forces or military or paramilitary organization.**
- b) **Death, Permanent Total Disability, Bodily Injury, illness or associated cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with an act of war and/or terrorism involving biological, chemical, or nuclear weapons, explosion, pollution, contamination and/or fire following thereon.**
- c) **If covered Scheme Member is travelling to a country after war has been declared in that country or after it has been recognized as a war zone by the United Nations or where there are warlike operations. In no case the Passive War Risk shall be covered in Iraq, Afghanistan, Syria, Yemen, Libya and Palestine.**

SANCTION CLAUSE

Takaful Provider shall be deemed to provide cover and no Takaful Provider shall be liable to pay any claim or provide any Takaful Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Takaful Benefit would expose Takaful Provider to any sanction imposed by Kingdom of Bahrain or any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, unless such trade or economic sanctions, laws or regulations of the United Kingdom or United States of America would contravene the laws or regulations of Kingdom of Bahrain or European Union or Germany.

HOW TO FILE A CLAIM

In the event of any claim arising under this Takaful Scheme, it shall be notified to the Takaful Provider as soon as possible but in any event not later than one hundred eighty (180) days from the Date of Event of the incident giving rise to the claim, and such supporting evidence as the Takaful Provider may reasonably require must also be submitted.

In the event of a claim, the following will be required as supporting document / evidence of claim:

Death Claims:

1. An official letter signed by Policyholder intimating the claim to the Takaful Provider.

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2. Original or true copy of the official death certificate.
3. Copy of the national Identity card or passport of the Scheme Member.
4. Statements from the Policyholder detailing the Outstanding Finance Amount in line with the pre-scheduled Facility repayment plan of the Policyholder.
5. Facility application form signed by the Scheme Member.
6. Copy of the Medical report/Forensic report stating the cause of death.
7. Police report in case of accidental death.
8. Medical Health Questionnaire signed by the Scheme Member at the date of enrolling in this Takaful Scheme.
9. Any other information as request by the Takaful Provider.

Permanent Total Disability Claims:

1. An official letter signed by Policyholder intimating the claim to the Takaful Provider.
2. Copy of the national Identity card or passport of the Scheme Member.
3. Statements from the Policyholder detailing the Outstanding Finance Amount in line with the pre-scheduled Facility repayment plan of the Policyholder.
4. Facility application form signed by the Scheme Member.
5. Note from the official authority giving agreement on the Permanent Total Disability of the eligible Scheme Member.
6. Medical certificate from the attending physician giving full information on the claimant's health status.
7. Copy of all medical documents (hospitalization and surgery reports, histology reports, specialist's report, lab test, etc.) related to the claim.
8. Police report in case of accidental disability.
9. Medical Health Questionnaire signed by the Scheme Member at the date of enrolling in this Takaful Scheme.
10. Any other information as request by the Takaful Provider / Company.

All information requested will be required to be produced in original for verification before any settlement of claim.

The Scheme Member or the claimant, if other than the Scheme Member, will provide, at own expense, all medical reports and certificates, all information and evidence related to the claim as required by the Takaful Provider to the following address:

Abu Dhabi National Takaful Co. PSC
Claims Department
Tamouh Tower, 25th Floor, Marina Square, Al Reem Island
P.O. Box 35335,
Abu Dhabi, United Arab Emirates

Tel: +971.2.4107700
Fax: +971.2.4107800
Life.Claims@takaful.ae

Failure to provide all information as requested by the Takaful Provider for the assessment of the claim will result in the denial of the claim thus discharging the Takaful Provider from any liability whatsoever.

Only claims occurring only during the Policy Period, as agreed between the Takaful Provider and the Policyholder, will be assessed for settlement. The assessment of these claims will be subject the Provisions & Conditions of this Takaful Scheme.

Claims submitted after one hundred eighty (180) days will be rejected thus discharging the Takaful Provider from any liability whatsoever.

Legal Actions: No legal action may be brought against the Takaful Provider if more than (180) days have passed from the date on which the right to claim arose.

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All Permanent Total Disability claims are subject to a minimum deferment (waiting period) of six (06) months following the event giving rise to the claim and as per advice of a competent authority, recognized by the Takaful Provider and confirmed by a Medical Expert authorized by Takaful Provider and provided that the Takaful Provider is satisfied that the Scheme Member will be so rendered completely unable to follow his/her own occupation or any other occupation for which he/she is suited by reason of education, training or experience during his remaining lifetime. In case of a Permanent Total Disability claim the takaful cover for the Scheme Member will cease automatically and no further Takaful Benefit will be paid.

The assessment of Permanent Total Disability claims will not take into consideration any Pre-Existing Conditions or impairments or pre-existing disabilities of Scheme Members prior to the Policy Commencement Date or the Normal Date of Inclusion, whichever is later.

Claims will be subject to such discharge, evidence of claim and proof of age of the Scheme Members as the Takaful Provider may require. The Takaful Provider will have the right to contact and examine details of Scheme Members during the pendency of a claim.

Medical Experts authorized by the Takaful Provider must support the occurrence of the covered event. The Takaful Provider reserves the right to require the Scheme Member to undergo medical examinations or other reasonable tests to confirm the occurrence of a covered event.

LAW & JURISDICTION

This Takaful Scheme shall be construed and the rights and obligations of the Policyholder and the Takaful Provider shall be determined hereunder in accordance with the Laws of the United Arab Emirates (including any governmental acts, orders, decrees and regulations) to the extent such laws do not conflict with Islamic Shari'a Rules and Principles as determined by the Shari'a Committee.

INSURANCE AUTHORITY BOARD OF DIRECTORS' DECISION NO. (49) OF 2019

This Takaful Scheme shall be managed according to relevant articles of Insurance Authority Board of Directors' Decision No. (49) of 2019 Concerning Instructions for Life Insurance and Family Takaful Insurance.

ADDITIONAL INFORMATION

For any further clarifications please contact Abu Dhabi National Takaful Co. PSC at the following address:

Abu Dhabi National Takaful Co. PSC
Life & Bancassurance Department
Tamouh Tower, 25th Floor, Marina Square, Al Reem Island
P.O. Box 35335
Abu Dhabi, United Arab Emirates
Tel: +971.2.4107700
Fax: +971.2.4107800