

ABU DHABI ISLAMIC BANK PJSC PERSONAL FINANCE TAKAFUL SCHEME

Provisions & Conditions

Takaful Policy No. P/101/1/75101/2021/00001

This document explains the Provisions & Conditions of Abu Dhabi Islamic Bank PJSC – Personal Finance Takaful Scheme between Abu Dhabi National Takaful Co. PSC (Takaful Provider) and Abu Dhabi Islamic Bank PJSC (Policyholder).

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

TAKAFUL SCHEME

Individual Takaful Coverage is offered by the Policyholder to its Customers on a **voluntary basis** under **Abu Dhabi Islamic Bank – Personal Finance Takaful Scheme** (Takaful Scheme) based on the Provisions & Conditions of the policy as agreed between the Policyholder and the Takaful Provider and accepted by the Scheme Member where subject to the payment of Contribution Amount by the Customer. **Individual Takaful Coverage** will be provided to the eligible Customers in respect of the **Outstanding Finance Amount** during their individual **Period of Individual Takaful Cover** that shall be equal to the **Period of Finance** in respect of the following **Takaful Benefits**:

1. **Death**
2. **Permanent Total Disability**
3. **Accidental Hospital Cash Benefit**
4. **Wallet Guard**

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 Abu Dhabi Islamic Bank PJSC as agent of the Scheme Members.
Accident:	means Bodily Injury which is caused solely by violent, external and accidental means and resulting directly and independently of all other causes.
Accidental Hospitalization:	means the event of an Accident of the Scheme Member, first occurring or manifesting itself and causing the Scheme Member's hospitalization to exceed a continuous period of 24 hours (1 day), during the Period of Individual Takaful Coverage.
Accidental Hospital Cash Benefit:	The Takaful Benefit Amount in case of Accidental Hospitalization.
Activities of Daily Living:	means the following: <u>Washing</u> : the ability to wash in the bath or shower (including getting into or out of the bath or shower) or wash satisfactorily by other means. <u>Dressing</u> : the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances. <u>Feeding</u> : the ability to feed oneself once food has been prepared and made available. <u>Toileting</u> : the ability to use the lavatory or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene. <u>Mobility</u> : the ability to move indoors from room to room on level surfaces. <u>Transferring</u> : the ability to move from a bed to an upright chair or wheelchair and vice versa.
Administration Fee:	means the amount charged by the Takaful Provider to the Scheme Member for the Administration Services and calculated as a percentage of the Takaful Contribution Amount.
Arrangement and Distribution Fees:	means the aggregate amount paid by Takaful Provider to the Policyholder out of each Contribution Amount received from each Scheme Member for the Arrangement and Distribution Services.
Beneficiary:	1. means the Policyholder in the events of Death or Permanent Total Disability. 2. means the Scheme Member in the event of Accidental Hospitalization and Wallet Guard.
Bodily Injury:	means bodily injury which: 1. Is sustained by a Scheme Member after the Policy Commencement Date or Normal Date of Inclusion, whichever is later, and during the Policy Year. 2. Is caused by an Accident, 3. and 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.
Contribution Amount:	means the total amount charged by the Takaful Provider from Scheme Members through Policyholder which includes the Takaful Contribution Amount and all other applicable fees and charges.
Customer:	means the customer of the Policyholder who has fulfilled all requirements and is deemed approved for Original Finance Amount by the Policyholder through a financing product offered by the Policyholder to such customer.
Certificate of Takaful Cover:	means the certificate issued to the Scheme Member confirming his/her participation in this Takaful Scheme.

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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 due to Natural Cause or the date of Death due to Accident except for causes expressly excluded, under Exclusions. 2. In respect of Permanent Total Disability the date of recognition of Permanent Total Disablement by a Medical Expert, recognized by the Takaful Provider, resulting from an Accident or Sickness happening or manifesting after the Policy Commencement Date or Normal Date of Inclusion, if later, and during the Period of Finance. Such date of recognition of Permanent Total Disability shall effectively start from the date the Scheme Member becomes permanently disable as validated by a Medical Expert. 3. In respect of Accidental Hospital Cash Benefit, the date of hospitalization consequent upon the Scheme Member sustaining a Bodily Injury due to Accident except for causes expressly excluded, under Exclusions. 4. In respect of Wallet Guard, the date of Scheme Member suffering from either of the perils covered except causes expressly excluded, under Exclusions. <p>Date of Event shall be considered if happening or manifesting during Period of Individual Takaful Coverage.</p>
Death:	<p>means the following:</p> <ol style="list-style-type: none"> 1. Death due to Accident: means death of the Scheme Member due to external factors like from an Accident other than those conditions mentioned under the Exclusions. 2. Death due to Natural Cause: means death of the Scheme Member due to internal factors like a medical condition or a Sickness other than those conditions mentioned under the Exclusions.
Exclusions:	means a list of conditions describing the situations in which the Takaful Provider will not pay the Takaful Benefit Amount as specified in Exclusions of the Provisions & Conditions.
Individual Takaful Coverage:	means the takaful coverage provided to the individual Customer.
Maximum Age in Scheme:	Means the age of 70 years for Death and the age of 65 years for Permanent Total Disability, Accidental Hospital Cash Benefit and Wallet Guard.
Medical Expert:	means a legally licensed 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.
Normal Date of Inclusion:	means the date on which a Customer qualifies to be included in this Takaful Scheme as a Scheme Member, subject to satisfactory underwriting approval by the Takaful Provider.
Original Finance Amount:	means in relation to a financing transaction concluded between the Scheme Member and the Policyholder, the finance amount of such transaction capped at a maximum amount of AED.3,000,000/- per Scheme Member unless otherwise agreed upon in writing with the Takaful Provider.
Outstanding Finance Amount:	means the outstanding Original Finance Amount in the information technology system of the Policyholder 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 payments plan of the Policyholder. Outstanding Finance Amount will be subject to a maximum amount of AED.3,000,000/- per Scheme Member irrespective of the number of Facility(ies) and their actual Outstanding Finance Amounts cannot be more than the Original Finance Amount.
Period of Finance:	means the maximum period of finance will be up to 48 months. Coverage for higher period of finance will be dealt on a case-to-case basis.
Period of Individual Takaful Coverage:	means the Period of Finance for a Scheme Member.
Permanent Total Disability	<p>means the following:</p> <ol style="list-style-type: none"> 1. Permanent Total Disability (due to Accident): means permanent loss of sight of eyes, physical severance/ amputation of two limbs, complete and permanent paralysis or a disability rendering the Scheme Member unable to earn income in any occupation, trade or profession during his remaining lifetime, directly and solely as a result of an Accident. Provided, that the disability shall be for a period of at least six (06) consecutive months. 2. Permanent Total Disability (due to sickness): means a Scheme Member having been permanently and totally disabled for at least six (06) consecutive months as a result of a Sickness arising out of a cause other than those mentioned under Exclusions, which prevents the Scheme Member from engaging in any occupation during his remaining lifetime, and provided that the Takaful Provider is satisfied that he will be so rendered indefinitely. <p>For all Scheme Members who are not employed or those who are self-employed, the Permanent Total Disability shall be based on them being unable to follow at least 4 out of 6 Activities of Daily Living (ADL) as defined herein.</p>
Profit:	means the mark-up added to the Original Finance Amount by the Policyholder in accordance with the underlying contractual documents. The monthly installments payable by the Scheme Member throughout the Period of Finance are inclusive of the profit.

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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 Normal Date of Inclusion. Any Accident or Sickness shall be considered to be present or manifest if the condition or symptoms exist prior to Normal Date of Inclusion even though no diagnosis, care or treatment were sought or received.
Scheme Member:	means a Customer who participates in this Takaful Scheme.
Internal Shari'a Supervisory Committee:	means the Internal Shari'a Supervisory Committee of the Takaful Provider.
Sickness:	means sickness or disease contracted for the first time after the Normal Date of Inclusion.
Takaful Benefit Amount:	means the amount entitled for a Scheme Member on the Date of Event subject to the Provisions & Conditions of this policy. The Takaful Benefit Amount is automatically assigned by the Scheme Member to the Policyholder and will be payable to the Policyholder in the events of Death or Permanent Total Disability and payable to the Scheme Member as per UAE laws - in the event of Accidental Hospital Cash Benefit and Wallet Guard.
Takaful Contribution Amount:	means the cash amount paid by a Scheme Member to the Takaful Insurance Account as a contribution from his/her part and from his/her share of the Mudaraba profits if any in order to reimburse those who shall be exposed to a common peril from the Takaful Insurance Account.
Takaful Insurance Account:	means an account that has been established by the Takaful Provider for the purpose of depositing Takaful Contribution Amounts, after deducting the distribution, arrangement and agency fees, the investment proceeds and associated reserves. The account shall not be a part of the Takaful Provider's other accounts and Takaful Provider's liabilities. The purpose of this account will be to indemnify the Scheme Members against any losses for covered perils. The Takaful Provider shall manage this Takaful Insurance Account on behalf of the Scheme Members as per the agency agreement and represent the Scheme Members in all aspects and related matters. Takaful Benefit Amount is payable from this fund only upon Death or Permanent Total Disability, Accidental Hospital Cash Benefit and Wallet Guard.
Takaful Scheme:	means Abu Dhabi Islamic Bank PJSC – Personal Finance Takaful Scheme.

ELIGIBILITY CRITERIA

The Customers eligible to be enrolled in this Policy are as per the following criteria:

- **Between the ages of 21 years to 64 years.**

Takaful cover is subject to Customers being actively at work (i.e., not on any sick or medical leave) pursuing fulltime employment by continuously working for the last six (06) months at their Normal Date of Inclusion. Financial eligibility will be strictly applied.

Maximum Coverage Age shall be 70 years for Death and up to 65 years for Permanent Total Disability, Accidental Hospital Cash Benefit and Wallet Guard.

The guarantor of the Facility is not covered under this Policy. The takaful cover is offered solely to Scheme Member. Companies and joint lives are not covered under this Takaful Scheme.

CONTRIBUTION AMOUNT RATES

Subject to Provisions & Conditions, Contribution Amount Rates applicable for Scheme Members who shall be covered in the Takaful Scheme on standard basis shall be as follows:

Issue Age	Up to Age 50	Age 51 - 55	Age 55 – 60	Above Age 60
Contribution Amount Rates	1.25%	1.50%	1.75%	2.00%

Contribution Amount shall be computed for Scheme Members by multiplying the applicable Contribution Amount Rate at Normal Date of Inclusion/enrollment date for the respective age by the Original Finance Amount for a maximum Period of Finance that is up to 48 months.

Contribution Amounts shall be charged in the form of single payment from the Scheme Members in advance and it shall be collected by the Policyholder and paid to the Takaful Provider.

In the event that coverage is provided on special terms to a Scheme Member, the Contribution Amount Rate in respect of that particular Scheme Member will be adjusted accordingly and communicated to the Policyholder based on the result of the individual underwriting. There could be instances where request for coverage maybe declined. Cover will only commence after obtaining a written confirmation from the Takaful Provider.

An Administration Fee of 25% of the Takaful Contribution Amount shall be calculated and realized by the Takaful Provider.

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FREE-LOOK PERIOD

A Free Look Period of 30 calendar days will be provided to the Scheme Members during which the Takaful Provider will refund the Contribution Amount paid by the Scheme Member, subject to deducting the medical underwriting cost, if any, in case of early cancellation or early settlement of Scheme Member's finance facility within the free-look period.

REFUND OF CONTRIBUTION AMOUNT

Any refund in the event of early cancellation of Certificate of Takaful Cover issued to a Scheme Member shall be based on the total Contribution Amount charged from the Scheme Member by the Policyholder. It shall be as per the calculation provided by the Takaful Provider for the remaining Contribution Amount on pro-rata basis for the numbers of complete years remaining until the expiry of the Scheme Member's Certificate of Takaful Cover.

TAKAFUL BENEFIT

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

- 1. Death**
The Outstanding Finance Amount, at the Date of Event of Death, up to a maximum Takaful Benefit Amount on any one Scheme Member of AED 3,000,000/- (UAE Dirhams Three Million Only).
- 2. Permanent Total Disability**
The Outstanding Finance Amount, at the Date of Event of Permanent Total Disability due to Accident or Sickness being recognized, up to a maximum Takaful Benefit Amount on any one Scheme Member of AED 3,000,000/- (UAE Dirhams Three Million Only).
- 3. Accidental Hospital Cash Benefit**
In the event of Accidental Hospitalization for a minimum period of 7 days' consequent upon the Scheme Member sustaining Bodily Injury arising out of a cause not specifically excluded, after the Normal Date of Including and during the Period of Individual Takaful Coverage, the Takaful Provider shall pay through reimbursement a daily cash benefit to the Scheme Member as follows:

Amount of Takaful Benefit: AED 250 per day for hospitalization in UAE as a result of an Accident, subject to a maximum Takaful Benefit of AED 3,750/- (UAE Dirhams Three Thousand Seven Hundred Fifty Only). Maximum 15 days in a given policy year for a single admission or accumulated across the year over multiple admissions.

Hospitalization due to COVID-19 is not covered. The Maximum Claim Notification period will be 30 days from date of Accidental Hospitalization. Claim documents must be submitted as soon as possible but not later than 90 days from the date of discharge from the hospital.

- a. Wallet Guard**
If the Scheme Member, whilst this policy is in full force and effect, suffered from either of the following perils by virtue of an Assault by a Third Party, the Takaful Provider, subject to the Exclusions, Provisions & Conditions shall pay through reimbursement either of the following Takaful Benefits:
 - (i) Robbed or stolen cash:** A maximum limit of AED1,000 for each and every loss and in aggregate.
 - (ii) Fraudulent transactions on lost or stolen covered cards:** A maximum limit of AED 7,000 on covered cards for each and every loss and in aggregate.
 - (iii) Loss of keys and identification papers:** A maximum limit of AED 600 for keys and AED 1,400 for identification papers. This will be considered as a sub-limit to total limit of liability, not addition to the total limit.

Where, in these Provisions & Conditions, the following definitions will apply to Wallet Guard:

Assault: a threat or physical violence exerted by a Third Party in order to deprive the Scheme Member of its possessions.

Covered Card: the basic primary covered card of the Policyholder issued to the Scheme Member.

Fraudulent Transactions: unauthorized fraudulent transactions done on the Covered Card including online transactions issued by the Policyholder incurred within 48 hours prior to the Scheme Member informing the Policyholder regarding the loss or theft of the Covered Card.

Identification Papers: papers belonging to the Scheme Member including passport, national identity card, driving license, labour card, health insurance card and car registration document.

Keys: keys to the Scheme Member's private house and vehicle.

Third Party: any person other than Scheme Member, spouse, child, parent, domestic help, friend or relative.

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MAXIMUM TAKAFUL BENEFIT AMOUNT

The aggregate maximum Takaful Benefit Amount of up to AED.3,000,000/- (UAE Dirhams Three Million Only) for Death due to Natural Cause or Death due to Accident or Permanent Total Disability due to Accident or Sickness will apply to any one Scheme Member Outstanding Finance Amount(s) covered under the Takaful Scheme, irrespective of the total number of Original Finance Amount(s) and their actual Outstanding Finance Amount(s) and AED 3,750/- (UAE Dirhams Three Thousand Seven Hundred Fifty Only) for Accidental Hospitalization Cash Takaful Benefit and AED 8,000/- (UAE Dirhams Eight Thousand Only) for Wallet Guard.

The Aggregate maximum Takaful Benefit Amount of up to AED 3,000,000 (UAE Dirhams Three Million Only) will apply to either Death or Permanent Total Disability, irrespective of the number of finance facilities and their actual Outstanding Finance Amounts.

PAYMENT OF FINANCE MONTHLY INSTALLMENT AMOUNTS:

The Scheme Member shall be responsible for the payment of finance monthly installment amounts under the finance facility as per the pre-scheduled payment plan of the Policyholder during the Period of Finance. In the event of any default, all overdue finance monthly installment amounts during the default period(s) will be excluded from the calculation of the Takaful Benefit Amount at the date of event of a claim.

The takaful cover will always be in line with the pre-scheduled payment plan of the Policyholder.

EXCLUSIONS:

The following exclusions shall apply to Takaful Benefits including Death due to Natural Cause (DNC), Death due to Accident (ADB), Permanent Total Disability (Accident), Permanent Total Disability (Sickness) and Accidental Hospital Cash Benefit (HCB):

The Takaful Benefit under this Takaful Scheme shall not be payable if the claim is directly or indirectly as a result of:

1. Suicide;
2. Attempted suicide, self-inflicted injury while sane or insane, and/or self-medication (without a proper prescription from a legally recognized medical practitioner);
3. Mental and nervous disorders;
4. Pre-Existing Conditions including 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;
5. Drugs or alcohol usage;
6. Involvement in any underwater activity;
7. Engaging in any illegal act, breach of Law or criminal act;
8. Engaging in or taking part in any naval, military or air force operation;
9. Losses in connection with nuclear energy;
10. Illegal: Pregnancy, abortion or childbirth;
11. Aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline or charter service;
12. AIDS and HIV related diseases;
13. Participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
14. Disappearance, kidnapping or ransom;
15. Active War, Passive War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, terrorism, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, military or usurped power or any acts of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence;
16. Atomic, Biological, and Chemical contamination;
17. Political risks motivation;
18. Terminal Illness [diagnosed to die or become total and permanently disabled within the next 12 months by certified doctors] within 6 months of Normal Date of Inclusion;

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19. Finance or liability settlement taken out for medical reasons;
20. Death or Permanent Total Disability in connection with any disease/treatment not specified in the Declaration of Good Health or Medical Health Questionnaire as signed by the Scheme Member will be considered as a fraudulent claim and will discharge the Takaful Provider against any liability whatsoever;
21. Claim notified after three hundred and sixty-five (365) days from the Date of Event of Death or Permanent Total Disability.

If the Takaful Provider has valid reasons to allege 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/Scheme Member thus discharging the Takaful Provider from any liability whatsoever.

The following exclusions shall apply to Wallet Guard (WG):

The Takaful Benefit under this Takaful Scheme shall not be payable for claims resulting intentionally or unintentionally by:

- The customer, his/her spouse, children, domestic helps, relatives or friends or colleagues,
- War, civil commotion, insurrection, rebellion, revolution or terrorism or acts of God, nuclear reaction or radiation, Consequences of any riot of confiscation by the authorities.
- Room keys to the house, padlocks, magnetic keys to the house and office keys.

If the Takaful Provider has valid reasons to allege 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/Scheme Member thus discharging the Takaful Provider from any liability whatsoever.

CESSATION OF INDIVIDUAL TAKAFUL COVERAGE

A Scheme Member shall cease to be a Scheme Member and the coverage shall automatically stop on any of the following:

- a. The Scheme Member's Death or Permanent Total Disability claim.
- b. If the Scheme Member reaches Maximum Cover Age in this Takaful Scheme on which the cover shall cease or on the date on which he repays his Outstanding Finance Amount to the Policyholder.
- c. 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 will be final in such cases.

HOW TO FILE A CLAIM

In the event of any claim arising under this Policy, it shall be notified to the Takaful Provider as soon as possible but in any event not later than as stated below with supporting evidence as the Takaful Provider may reasonably require must also be submitted:

Takaful Benefit	Maximum Claims Notification Period
1) Death 2) Permanent Total Disability	Within 365 days from the Date of Event.
3) Accidental Hospital Cash Benefit	Within 30 days from the date of Accidental Hospitalization.
4) Wallet Guard	<p><u>Robbed or stolen cash:</u> Within 48 hours of the theft' loss.</p> <p><u>Fraudulent transactions on lost or stolen covered cards:</u></p> <ul style="list-style-type: none"> ▪ Notify the Policyholder immediately in order to make sure that further transactions are stopped. ▪ Shall notify the Company as soon as reasonably possible and in any case not later than fourteen (14) days from the receipt of the monthly Covered Card statement showing such fraudulent debits. <p><u>Loss of keys and identification papers</u> shall notify the Company immediately.</p>

The Scheme Member or the claimant if other than the Scheme Member will provide, at his own expense, all certificates, information and evidence as required by the Takaful Provider in respect of claims to the following address:

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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 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.

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

Claims submitted after the Maximum Claims Notification Period will be rejected thus discharging the Takaful Provider from any liability whatsoever.

All Permanent Total Disability claims are subject to a six (06) month minimum Permanent Total Disability waiting period and as per advice of a competent authority/Medical Expert, recognized by the Takaful Provider, and provided that the Takaful Provider is satisfied that the Scheme Member will be so rendered indefinitely.

LAW & JURISDICTION

This Policy shall be construed and the rights and obligations of the Parties 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 interpreted by the Takaful Provider's 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 Islamic Bank PJSC or Abu Dhabi National Takaful Co. PSC.

Abu Dhabi National Takaful Co. PSC

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Tel: +971.2.4107700
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Name of the Customer, Signature and Date