

Family Shield Family Takaful Policy Document

Whereas the Participant having applied to Damaan Islamic Insurance Company (Beema) (hereinafter called the “Company”) by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein and having paid or agreed to pay the Contribution by way of **Tabaru’** with the other Policyholders, the Company as the **Agent** of the Policyholders, hereby agrees subject to the terms, exclusions, provisions and conditions of the Policy and to any future conditions or exclusions which may be added or annexed thereto, to cover the Takaful Benefits in the manner and to the extent hereinafter provided.

General Principles Governing This Contract (Policy)

(1) Co-operative Takaful

Takaful under this Policy is based on cooperation and is governed by the Company’s Memorandum and Articles of Association as the Company conducts its operations on the basis of co-operative takaful in accordance with Shariá Rules and Principles.

(2) Wakala Fee

The Company operates on behalf of the Policyholders as an Agent in managing the Policyholders’ Account in return of an annual Fee to be fixed and approved by the Shariá Supervisory Board and invests the Policyholders’ Funds as a Mudarib in return of a percentage of the profits of these investments to be fixed annually by the Shariá Supervisory Board and all the management expenses to be borne by the Company.

(3) Accounts Separation and Takaful Operations Surplus

The Company maintains a distinct and separate account for its Policyholders, known as the Policyholders’ Account. This account is credited by the Contributions paid by the Policyholders and returns of their investments and debited by Claims, Retakaful Contributions, the necessary provisions and reserves and the Wakala Fee. The surplus arrived at (if any) will be distributed in all or partially to the Policyholders in proportion to the Contribution paid by them in the manner decided by the Board of Directors and approved by the Shariá Supervisory Board.

(4) Liquidation of the Company

In case of the Liquidation of the Company, all the funds accumulated in the Policyholders’ Account will be distributed to Charities under the Shariá Supervisory Board supervision.

Brief Policy Description

This regular **(monthly)** Contribution plan provides cover in the event of Death, Critical illness, Total and Permanent Disability, and Permanent Partial Disability.

Policy Contract: The Policy Contract is a legal contract between the Participant and Damaan Islamic Insurance Company - Beema (the Company), which has been issued on the basis of the proposal form/telephone interviewing and the documents evidencing the insurability of the Participant. The Policy Contract comprises the Policy Certificate and the Policy Document (terms & conditions). The Company agrees to provide the benefits set out in the Policy in return for Contribution paid by the Participant.

The Company relies upon the information given by the Participant in the proposal form, and in any document(s) and statements called for by the Company and submitted by the Participant and the statements made to the Medical Examiner. The Policy is declared void in case the information given is incomplete or inaccurate or untrue or in case it is found that the Policy was issued on the basis of fake / tampered documents / proofs.

The Policy is subject to the terms and conditions as mentioned in the Policy Document and is governed by the Qatari laws

Free look period: a period of 21 days is available to the Participant to review the Policy for annual Policies & 7 days for monthly Policies. If the terms and conditions of the Policy are not acceptable to the Participant, this document should be returned within the specified days from the day it is received by the Participant.

The Company will then return the contributions paid by the Participant after deduction of:

- 1) Proportionate contribution for the period of cover and
- 2) Any expenses borne by the Company on the medicals.

Terms and Conditions

1) Definitions:

- a) **Company** means Damaan Islamic Insurance Company - Beema.
- b) **Participant** means the Proposer shown in the Policy Certificate or the owner of the Policy at any point of time and the person on whom the Policy Contract has been issued.
- c) **Risk Commencement Date** as shown in the Policy Certificate is the date on which the age of the Participant and the term of the Policy are calculated and the same are shown on the Policy Certificate.
- d) **Cover Cessation Date** as shown in the Policy Certificate is the date on which the Cover under the Policy ceases.
- e) **Policy Issue Date** as shown in the Policy Certificate is the date on which this policy is issued by the Company.
- f) **Policy Year** means a 12 calendar month period commencing with the Risk Commencement Date and with every Policy anniversary thereafter.
- g) **Policy Anniversary** means the anniversary of the Risk Commencement Date.
- h) **Diagnosis** shall mean diagnosis made by a physician based upon but not limited to radiological, clinical, and histological or laboratory tests acceptable to the Company.
- i) **Physician** shall mean qualified allopathic medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, registered with the Medical Council of Qatar or equivalent body, acting within the scope of his license and who is not the Participant himself or related to the Participant by blood or marriage.
- j) **Illness** means a physical condition marked by a pathological deviation from the normal healthy state.
- k) **Pre-existing Illness** means a condition for which prior to the receipt of proposal for this Policy: the Participant had signs or symptoms of an illness or bodily injury which would have caused any ordinary prudent person to seek treatment, diagnosis or care or medical advice or treatment was recommended by or received from a Physician or the Participant has undergone medical tests or investigations. Any congenital disorder, or related Illness and complication arising out of or connected with the pre-existing illness, shall be considered part of that pre-existing illness.
- l) **Injury** means bodily injury caused solely and directly by an accident.
- m) **Accident** refers to a sudden, unforeseen and involuntary event caused by external, violent and visible means.
- n) **Waiting Period:** the time between the Risk Commence Date and when the benefits can be first claimed.
- o) **Survival Period:** time for which (30 days in case of Critical Illness benefit) the Participant has to survive in order to be eligible for a claim.

2) Waiting Period for the purpose of receiving Claim Benefit under the Policy:

The benefit towards Death or Critical Illness or towards Total and Permanent Disability due to sickness shall be payable provided that the Death or Critical Illness or the sickness of the Participant has first occurred or first manifested after a period of 90 days from the Policy Issue Date. The waiting period shall not be applicable where the Claim has occurred as a result of an Accident.

3) Death Benefit:

- i. In the event of the Death of the Participant while the Policy is in force on the date of Death, the Company shall pay the Sum Covered mentioned in the Policy Certificate less the amount of earlier Claim paid, if any, towards the Permanent Partial Disability or Critical Illness Benefit.
- ii. Where within the waiting period, the Participant died other than due to accident or had been diagnosed of any one of the stated Critical Illnesses or the Participant suffered from sickness resulting in Total & Permanent Disability for which a Claim could have been made, the Company shall refund the Contributions paid. No other benefit shall be payable and the Policy shall stand terminated thereafter.

4) Critical Illness Benefit: (Prepayment to Death Benefit)

“Critical Illness” shall mean any one of the following Critical Illnesses which first occurs or first manifests itself and is diagnosed and is subject to the conditions as stated below.

- i. In the event the Participant is diagnosed to be suffering from any of the Critical Illnesses (as defined) and survives a period of **30 days** from the date of diagnosis, he/she shall be eligible for payment of Claim under the critical illness subject to the fulfillment of each Critical Illness definitions and subject to the Policy being in force on the date of diagnosis.
- ii. In the event the Participant is diagnosed of or where the symptoms have occurred or for which care, treatment or medical advice was recommended, received, or which first manifested itself or was contracted within the waiting period or for which a Claim has or could have been made under any earlier policy on the life of the Participant, the Company shall refund the Contributions paid. No other benefit shall be payable and the Policy shall stand terminated thereafter.
- iii. Only one claim shall be admissible in respect of one Critical Illness during the Policy term.

iv. Critical Illness Definitions:

Cancer

A disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. Diagnosis has to be confirmed by a specialist and evidenced by definite histology. The term cancer also includes leukaemia and malignant diseases of the lymphatic system such as Hodgkin's disease.

Excluded are:

- Any CIN stage (cervical intraepithelial neoplasia)
- Any pre-malignant tumour
- Any non-invasive cancer (cancer in situ)
- Prostate cancer stage 1 (T1a, 1b, 1c)
- Basal cell carcinoma and squamous cell carcinoma
- Malignant melanoma stage IA (T1a N0 M0)
- Any malignant tumour in the presence of any Human Immunodeficiency Virus.

Myocardial Infarction: (First Heart Attack)

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. Diagnosis has to be confirmed by a specialist and evidenced by all of the following criteria:

- a) A history of typical chest pain
- b) New characteristic electrocardiogram changes
- c) Elevation of infarction specific enzymes, Troponins or other biochemical markers

Excluded are:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with only elevation of Troponin I or T
- Other acute Coronary Syndromes (e.g. stable/unstable Angina pectoris)
- Silent myocardial infarction

Stroke

Any cerebrovascular incident producing permanent neurological sequelae and including infarction of brain tissue, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist and evidenced by typical clinical symptoms as well as typical findings in CCT Scan or MRI of the brain. Evidence of neurological deficit for at least 3 months has to be produced.

Excluded are:

- Transient ischemic attacks (TIA)
- Traumatic injury of the brain
- Neurological symptoms due to migraine
- Lacunar strokes without neurological deficit

Coronary Artery Bypass Surgery (two or more)

The actual undergoing of open chest surgery for the correction of two or more coronary arteries, which are narrowed or blocked, by coronary artery bypass graft (CABG). The surgery must have been proven to be necessary by means of coronary angiography and realisation of the surgery has to be confirmed by a specialist.

Excluded are:

- Angioplasty
- Any other intra-arterial procedures
- Key-hole surgery

Renal failure

End stage renal disease presented as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist.

Exclusions applicable to Critical Illness:

1. Critical Illness benefit is payable only in case of "first incidence" of the listed critical illnesses, i.e. if the applicant is suffering from or has in the past suffered from any of the listed critical illnesses (even if recovered or in remission), he/she will automatically be excluded from this benefit.
2. No Claim shall be paid if the participant is diagnosed of a critical illness during the waiting period.
3. No Claim shall be paid if the participant dies within the survival period.

4. Attempted suicide or intentional self-inflicted injury.
5. Addiction to alcohol or drugs.
6. Disease in presence of HIV.
7. Aviation unless travelling as a passenger in any of the commercially operated airlines.
8. Participation in professional and risky sports or activities or pursuits, expeditions that can be categorized as special risks other than hobbies or past times.
9. War and Civil commotion.
10. Persons suffering from "diabetes" shall automatically be excluded from this cover.

5) Total and Permanent Disability (TPD): (Prepayment to death benefit)

Definition: The participant has become totally and permanently (irreversibly) disabled as a result of sickness or injury.

To be regarded as Totally and Permanently Disabled, the Participant must be totally incapable of being employed or engaged in **any work or any occupation whatsoever** for remuneration or profit. In order for a benefit to be payable, such disability must have persisted continuously for a period of at least 365 days (12 months deferment period) and must, in the opinion of a suitable medical practitioner, appointed by the company, be deemed permanent.

A life shall be regarded as being Totally and Permanently Disabled under a **"Presumptive"** definition of disability, only if that life, due to accident or sickness, has been subject to one (or more) of the following impairments:

- a) The Total and Permanent loss of sight in both eyes, or
- b) The loss by physical severance (or total and permanent loss of use) of two limbs at or above the wrist or ankle, or
- c) The total and permanent loss of sight in one eye and the loss by physical severance (or total and permanent loss of use) of one limb at or above the wrist or ankle.

Subject to the Policy being in force on the date of disability and in the event of the Participant becoming Totally and Permanently Disabled as stated above, the Company shall pay the Sum Covered mentioned in the Policy Certificate less the amount of earlier Claim paid, if any, under the Permanent Partial Disability or Critical Illness Benefit provisions. On the admission of a claim under this benefit, the Policy shall stand terminated forthwith.

6) Permanent Partial Disability (PPD):

Permanent Partial Disability occasioned by severance or total loss of use of the parts of the body listed below:

Irrecoverable loss of sight in both eyes.....	100 % of sum participant
Total paralysis (quadriplegia)	100 % of sum participant
Partial paralysis of the spine (affecting two limbs).....	65 % of sum participant
Irrecoverable loss of sight in one eye	50 % of sum participant
Irrecoverable loss of hearing or speech	50 % of sum participant
Irrecoverable loss of hearing in one ear... ..	15 % of sum participant
Loss of arm from shoulder... ..	75 % of sum participant
Loss of forearm or hand	65 % of sum participant
Loss of leg below hip	75 % of sum participant
Loss of leg at or below knee	60 % of sum participant
Loss of thumb (both phalanges) and index finger (three phalanges).....	25 % of sum participant
Loss of thumb (both phalanges)	15 % of sum participant
Loss of thumb (one phalanx).....	10 % of sum participant
Loss of index finger (three phalanges)	10 % of sum participant

In no circumstances will the amount payable in respect of any Participant, whether as a result of one accident or of a number of accidents, exceed 100 % of the Sum Covered for the Participant under this cover. If more than one injury is caused by the same event, only the highest dismemberment benefit is payable.

The Sum Covered under the Death and Total Permanent Benefit shall be reduced following the payment of the benefit under the PPD section of the benefits.

7) Termination of the Policy on the Cover Cessation Date:

The Policy shall stand automatically terminated on the survival of the Participant to the Cover Cessation Date as mentioned in the Policy Certificate. No benefit shall be payable under this policy on the Cover Cessation Date.

8) Exclusions:

Without prejudice to the exclusions mentioned elsewhere in this document, the following exclusions shall apply to the benefits admissible under this policy:

For Death, Total/ Partial and Permanent Disability: No benefits shall be paid for the following circumstances and for the following conditions / tests / treatments:

1. Pre-Existing conditions or conditions connected to a Pre-Existing Condition unless such Pre-Existing Condition is stated in the proposal form and specifically accepted by Beema and endorsed thereon.
2. Existence of any Sexually Transmitted Disease (STD) and its related complications or Acquired Immune Deficiency Syndrome (AIDS) or the presence of any Human Immunodeficiency Virus (HIV).
3. Failure to seek or follow medical advice, the Participant has delayed medical treatment in order to circumvent the waiting period or other conditions and restriction applying to this policy.
4. Self inflicted injury or suicide.
5. The Claim was not due to the use of alcohol or drugs.
6. War - whether declared or not, civil commotion, breach of law, invasion, hostilities (whether war is declared or not), rebellion, revolution, military or usurped power or willful participation in acts of violence.
7. Treatment for injury or illness caused by avocations/ activities such as hunting, mountaineering, steeple-chasing, professional sports, racing of any kind, scuba diving, aerial sports, activities such as hand-gliding, ballooning, deliberate exposure to exceptional danger.
8. Aviation other than as a fare paying passenger in a commercial licensed aircraft.
9. Taking part in any act of a criminal nature.
10. Pregnancy or childbirth or complications arising there from
11. Radioactive contamination due to nuclear accident.
12. Any treatment of a donor for the replacement of an organ;
13. Ayurvedic, Homeopathy, Unani, Naturopathy, Reflexology, Acupuncture, Bone-setting, Herbalist Treatment, Hypnotism, Rolfing, Massage Therapy, Aroma Therapy or any other treatments other than Allopathy or commonly termed as Western Medicines.

9) Other Conditions:

- a) Without prejudice to the provisions relating to termination of Policy mentioned elsewhere, the Policy terminates or the cover will cease on the earliest of:
 - i. The policy anniversary following the Participant's 65th birthday (age completed)
 - ii. The date on which the Policy is lapsed by the Participant.
 - iii. On payment of 100% of the Sum Covered as mentioned in the Policy Certificate.
- b) For the purpose of Critical Illness Benefit, the date of occurrence of the listed condition (Critical Illness) will be reckoned as the date of first diagnosis of that condition. It will be the date on which a registered medical examiner has first confirmed and certified the diagnosis of any of the listed condition to be in accordance with the definition provided.
- c) For the purpose of Total Permanent Disability and Permanent Partial Disability Benefits, the date of disability shall be date of evidence confirming the Total and Permanent Disability of the Participant, as per the definition of Disability mentioned above.
- d) Written Notice of a Claim must be given to the Company within 30 days of the event.
- e) The admission of any Claim shall be subject to satisfactory proof that the Participant is diagnosed to be suffering from any Critical Illness or has suffered Total/Partial and Permanent Disability, or of the Death of the Participant as the case may be as the Company may reasonably require.
- f) In the event of any doubt regarding the appropriateness or correctness of the diagnosis, the Company shall have the right to call for an examination of the Participant on the evidence used in arriving at such diagnosis, by a Medical Specialist appointed by the Company and the opinion of such Specialist as to such diagnosis shall be considered binding on both the Participant and the Company.

10) Payment of contributions:

- a) Contributions are payable on the due dates and at the amount mentioned in the Policy Certificate or at such altered rate as is payable in terms of Condition of the General Conditions or Condition) as explained above of this Policy Document. However, a grace period of not more than 15 days in case of monthly mode is allowed. The benefit payable in the event of a Claim under the Policy shall be paid after deducting the contribution falling due during the then current policy year.
- b) Contributions are payable on the due dates mentioned in the Policy Certificate or within the grace period allowed without any obligation on the Company to notify the Participant of the due dates. If the Contributions are not paid on the due dates or even during the grace period, the policy lapses and no benefits shall be payable.
- c) Contributions are payable through direct debit to the Beneficiary's accounts.
- d) Contribution shall be construed to be received only when the same is received at any of the Company's offices.
- e) If the Participant suspends payment of Contribution for any reason whatsoever, the Company shall not be held liable and the benefits, if any will be available only in accordance to the Policy conditions.
- f) Where the Participant has opted for monthly Contribution frequency and where the payment is made by any

mode other than by way of Electronic Clearing System and / or Internet facility as approved by the Company, additional 5% of Contribution would be levied.

- g) Where the Contribution paying frequency is changed, there will be a revision in the Contribution amount as per the then prevailing norms of the Company.

11) Contribution Review:

The Contributions paid under the Policy remains the same for two years (for all benefits other than Critical Illness benefit) from the date of commencement of the Policy. Thereafter, the Contributions are annually reviewable. Any changes in Contributions will be the right of the Company. The Company will give notice in writing about the change to the Participant.

In case the Participant does not wish to pay the revised Contribution, then the Sum Covered under the Policy shall be appropriately revised from the effective date of revision in the Contribution by the Company.

12) Force majeure

If the performance by the Company of any of its obligations herein shall be in any way prevented or hindered in consequence of any act of God or State, Strike, Lock out, Legislation or Restriction of any Government or other Authority or any other circumstances beyond the anticipation or control of the Company, the performance of this contract shall be wholly or partially suspended during the contract period.

13) No surrender / No loan option

The Policy has no surrender value. There shall not be any amount payable in the event of discontinuation of the Policy by the Participant. Under this Policy, there exists no option to avail any loan.

GENERAL CONDITIONS

1) Age:

- a) The Contribution payable under the Policy has been calculated on the basis of the age of the Participant as declared in the Proposal/Bank records. In case the age of the Participant has not been admitted to the Company, the Participant shall furnish such proof of age as is acceptable to the Company.
- b) If the age so admitted (“the correct age”) is found to be different from the age declared in the Proposal, without prejudice to the Company’s other rights and remedies in one of the following actions shall be taken:
- i. If the correct age is such as would have made the Participant uninsurable under the Takaful Policy specified in the Policy Certificate, the Takaful plan shall be altered to such a plan of takafulas is generally granted by the Company for the correct age of the Participant, subject to the terms and conditions as are applicable to that plan of Takaful. If the Participant does not wish to opt for altered plan or if it is not possible for the Company to grant any other plan of Takaful, the Policy shall stand cancelled from the date of issue of the Policy and the Contribution paid shall be refunded subject to deduction of the expenses incurred by the Company on the Policy.
 - ii. If the correct age is higher than the age declared in the Proposal, then subject to the underwriting evaluation at point of such knowledge, if the Participant is found insurable the Contribution payable under the Policy shall be altered corresponding to the correct age of the Participant (“the corrected Contribution”) from the date of commencement of the Policy and the Participant shall pay to the Company the accumulated difference between the corrected Contribution and the original Contribution from the commencement of the Policy up to the date of such payment.
 - iii. If the correct age of the Participant is lower than the age declared in the Proposal, the Contribution payable under the Policy shall be altered corresponding to the correct age of the Participant (“the corrected contribution”) from the date of commencement of the Policy and the Company shall refund, the accumulated difference between the original Contribution paid and the corrected Contribution.

2) Assignment and nomination:

- a) An assignment of this Policy may be made by an endorsement upon the Policy itself or by a separate instrument signed in either case by the assignor specifically stating the fact of assignment and duly attested. The first assignment may be only made by the Participant. Such assignment shall be effective, as against the Company, from and upon the service of a written notice upon the Company and the Company recording the assignment in its books.

- b) The Participant, the holder of the Policy, (on his own life) may, at any time before the termination date of Policy, make a nomination for the purpose of payment of the moneys secured by the Policy if the Participant dies. Where the Nominee is a minor, he may also appoint a person to receive the money during the minority of the Nominee.

Nomination may be made by an endorsement on the Policy and by communicating the same in writing to the Company. Any change of nomination, which may be effected before the termination date of Policy shall also be communicated to the Company.

The Company does not express itself upon the validity or accept any responsibility on the assignment or nomination in recording the assignment or registering the nomination or change in nomination.

3) Special Provisions:

Any other special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

4) Incontestability:

The Company would declare the Policy void in case of Suppression / Misstatement / Misrepresentation of facts and this would lead to forfeiture of the Contributions received under this Policy.

5) Notices:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, facsimile or e-mail to:

In case of the Policyholder/ Nominee:

As per the details specified by the Policyholder/ Nominee in the Proposal Form / Change of Address intimation submitted by him.

In case of the Company:

Address : Damaan Islamic Insurance Company (Beema), P O Box 11068, Doha, Qatar
Fax : +974 405 0505
E-mail : mai.shalaby@beema.com.qa

Notice and instructions sent by the Company to the Participant will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail. It is very important that the Participant immediately informs the Company about the change in the address or the Nominee particulars to enable the Company to service him effectively.

6) Payment of Claim:

Before payment of any Claim under the Policy, the Company shall require the written Intimation and other Documents as mentioned below establishing the right of the Claimant or Claimants to receive payment. Claim payments are made only in Qatari Riyal currency:

- a. Original Policy Certificate
- b. Claimant's Statement Form
- c. Treating Doctor's Certificate
- d. Hospital Discharge Card / Summary
- e. Medical evidence in form of diagnostic reports
- f. Death Certificate issued by the local and medical authority in case of Death claim
- g. Physical Handicap Certificate issued by the competent authority in case of Disability claim
- h. Any other document as specified under each benefit condition mentioned in Terms & Conditions
- i. Any other documents or information as may be required by the Company for processing of the claim depending on the cause of the Claim.

7) Legislative Changes:

The interpretation of this Policy and its Endorsements and the Contract will be in accordance to the Provisions of Islamic Sharia' and are executed in accordance to the prevailing Laws in the State of Qatar and if not contradicting to the Provisions of Islamic Sharia'.

8) Electronic Transactions:

The Participant shall adhere to and comply with all such terms and conditions as the Company may Prescribe from time to time, and all transactions effected by or through facilities for conducting remote

transactions including the Internet, World Wide Web, Electronic Data Interchange, Call Centers, Tele-service Operations (whether Voice, Video, Data or combination thereof) or by means of Electronic, Computer, Automated Machines Network or through other means of Telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

9) Customer Service

For any clarification or assistance, the Participant may contact our Advisor or call our Customer Service Representative at Telephone Numbers listed below during office hours (7.00 a.m. to 3.00 p.m.).

Alternatively the Participant may communicate with us on:

Address : Damaan Islamic Insurance Company (Beema), P O Box 11068, Doha, Qatar
Telephone : +974 4050 516
Fax : +974 4050 505
E-mail : mai.shalaby@beema.com.qa

The update, if any, of the contact details would be available on the Company Website.

"This Policy shall be subject to and be governed by this Policy document and the terms and conditions of the schedule enclosed herewith including every endorsement by the Company and shall together form a single contract.