

INVOLUNTARY LOSS OF EMPLOYMENT DEFINITIONS



ILOE means Involuntary Loss of Employment:

Please check that the information contained in the Policy Certificate is correct and that it meets your requirements. If not, please re-contact Watania Takaful who issued this Takaful for you.

By Receipt of the policy certificate, you acknowledge and agree that you have read this policy certificate and fully accept the terms and conditions of this policy and that you are aware of the benefits and limitations as explained to you. You also declare that you will provide all necessary documents relating to any loss of employment detailed in the policy certificate.

To ensure that this product provides you with the cover you require, we recommend that you carefully read the full Terms and Conditions and ensure you understand and can fully comply with such Terms and Conditions before participating to this product. Should you require clarification on any aspect of the policy wording prior to Participate, please seek guidance from the Administrator or your Takaful Operator.

Failure to comply with the Terms and Conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

Covered Member means an individual who is insured individually or as part of a group scheme, who is below the age of 60 years on the Expiry Date. Covered member must satisfy other terms and conditions of the policy to be eligible to claim under this policy.

Involuntary Loss of Employment means unemployment of the covered member arising out of the unilateral decision of the employer to terminate his/her employment contract without citing any reason or for reasons other than those mentioned under Exclusions.

Beneficiary means either the Covered Member, Master Policy Holder or Financial Institution who receives the benefit amount under the Involuntary Loss of Employment Cover. The name of Beneficiary must be mentioned on the policy schedule.

Financial Institution means finance provider or lender to the Covered Member

Master Policy Holder is the entity which takes out the insurance policy on behalf of its members, customers, or employees. Unless otherwise agreed, the premiums and claims settlement are between the Master Policy Holder and the Insurance Company.

Commencement Date means the date the Covered Member is enrolled for this policy or the date of inception of this policy, whichever is later, as specified in the policy schedule.

Employment Date means the inception date of employment as mentioned in the latest employment contract signed by both parties and based upon which the current employment visa and/or residence permit has been issued.

Actual Date of Unemployment means the date immediately after the end of the statutory notice period or; the notice period mentioned in the contract or; the notice period mentioned in the termination letter, whichever falls or occurs last.

Date of Event means the date of the notice of termination served to the covered member after the Commencement Date and during the policy period.

Re-Employment means accepting and/or starting work for a new employer or the same employer under a new employment contract during the period when ILOE benefit is being paid.

Fixed Term Contract means any Employment Contract which is for the duration of less than 2 yrs.

Maximum Number of Instalments means six (6) Monthly Instalments in aggregate during the period of cover;

Claims Administrator means Leftfield Assurance Extended Warranty Management LLC;

Claim Limit means the maximum amount that can be claimed in total during the Period of Cover, not exceeding AED 30,000.

Expiry Date means the date on which the policy expires;

Monthly Instalment means the monthly payment for the Covered Member's loan or finance associated with this cover;

Period of Cover as per schedule, means a maximum of 48 months from commencement date;

BENEFITS PAYABLE AND SCOPE OF COVER:

BENEFIT:

If within the Period of Cover, you become unemployed, and remain unemployed for at least 30 days, we will cover your Monthly Instalments directly to your finance company for the duration that you are unemployed up to the Maximum Number of Instalments or the Claim Limit or the outstanding loan amount, whichever amount is lower.

Once you have been unemployed for 30 days in a row from the claim date, you will receive one full monthly benefit payment. You will not be entitled to any benefit until the 30-day period has expired.

Should you remain unemployed for an additional 30 days an additional benefit will be paid until you gain re-employment or the Maximum Number of Instalments or the Claim Limit has been reached or the outstanding loan balance has been repaid. For clarity, a benefit will only be paid for each full additional period of 30 days you remain unemployed.

SCOPE OF COVER:

If a Covered Member suffers an Involuntary Loss of Employment as defined in this policy, the Insurance Company will pay to the Beneficiary up to an amount and for the number of months as specified on the schedule of the policy subject to other terms and conditions of the policy. Only Involuntary Loss of Employment arising in the covered countries as mentioned in the schedule of the policy and as per the respective contract of employment can be covered.

The payment of benefit shall be calculated from the Actual Date of Unemployment and first payment shall be due on or after the Actual Date of Unemployment. (After the notice Period has expired)

Involuntary Loss of Employment Insurance is subject to a deferral of coverage period of 180 days accounted only once from the Commencement Date. A claim is automatically turned down if redundancy or dismissal is notified to the insured within these 180 days.

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The benefit payment terminates at the earliest of the following dates:

- 1. In the case of Death of the Covered Member,
- 2. When the Covered Member resumes work on a full or part-time basis.
- 3. On the normal date of retirement or early retirement,
- At the expiry date of the policy)
- 5. When the Covered Member reaches 60 years of age
- 6. When the Covered Member permanently leaves the country
- 7. When the Covered Member no longer claims the Social Security Benefit applicable for Nationals of the GCC Countries:

There must be at least 180 days of continuous employment after the first claim for which benefits have been paid to re-qualify for a new one. The Maximum Benefit payable in aggregate during the Period of Cover cannot exceed 6 x Monthly Instalments or 30,000 AED whichever is the lower.

To report a claim, the Covered Member must meet the following conditions:

- 1. Be less than 60 years old on the Date of Event and
- Have completed at least 180 continuous days of permanent gainful contract of employment from the Employment Date of not less than 30 hours per week with the same employer prior to the Date of Event [self- employed people are not entitled to claim under this ILOE coverage] (*)
- 3. Claimant must be under the employment of his/her employer and must be working for the same employer on a day-to-day basis as evidenced by the employment visa / residence permit. The residence permit must not restrict the right to work. Claimants terminated from employment whilst under the sponsorship of spouses are not covered.
- 4. Being unemployed because of either redundancy or dismissal subject to other terms and conditions of this policy and must have a letter from the employer to prove this.
- 5. During the preceding 6 months (prior to the Date of Event) the Covered Member's salary must have been paid into their bank account through the WPS System or any other means as required by law. Salary paid in cash is not considered as evidence of salary paid.

(*) the eligibility to claim a benefit under this cover depends on conditions that have to be met on the claim date, irrespective of the occupation of the Covered Member when he applied for insurance.

EXCLUSIONS:

- 1. Unemployment for periods of less than 30 days.
- 2. Employees who have not been continuously employed with the same employer for a minimum of 90 days or employees who are on probation or Self-employed persons or persons under the sponsorship of a spouse.
- 3. Employment on a Fixed Term Contract or limited contract.
- 4. Resignation or leaving by mutual agreement or voluntary retirement or redundancy after voluntary breaks from employment more than normal holiday entitlement.
- 5. Termination as per the provisions of Article 120 of the United Arab Emirates (UAE) labour law, applicable only if the Covered Member is in United Arab Emirates (UAE);
- 6. Involuntary Loss of Employment which starts within 180 days of the Commencement Date for the covered member.
- Where the Scheme Member was reasonably aware of pending unemployment on or before his joining the scheme. This will include joining
 the scheme after the merger or acquisition or take- over or sale has been proposed or announced whether internally in organization or
 publicly.
- 8. Where the unemployment is due to a normal seasonal part of the employment
- 9. Where the Covered Member has neither been terminated nor become redundant, but his/her salary or allowances is being withheld in part or in full for any reason; in addition, if the scheme member is terminated with or without the mandatory notice period but salary and benefits are not paid. No claim is payable until a court confirms that it was an unfair dismissal and confirms the effective date of termination.
- 10. Unemployment due to any of the following: Misconduct; Criminal activity; Dishonesty; fraud; Covered Member being under the influence of alcohol or drugs or being on unapproved or unauthorized leave
- 11. The period for which payment of salary or compensation from the employer is received instead of working notice subject to a minimum of statutory notice period as per the local labour law.
- Company failure or redundancy or termination of the Covered Member where a contributing cause was a natural catastrophic peril, war or warlike event; terrorism, epidemic, rebellion, revolution, insurrection, military or usurped power, nuclear reaction, nuclear radiation or radioactive contamination.
- 13. No cover in case of concealment or misrepresentation to obtain cover.
- 14. Termination by employer where the claimant, his/her spouse, child, parents of self or spouse, brother or sister were a director or shareholder other than for companies listed on the local stock exchange. Unemployment whilst being under the sponsorship of spouse is not covered.
- 15. Claims initiated more than 90 days from the Date of Event.
- 16. If Your employment is a result of the expiration of a Fixed Term Contract which had less than 12 months to run at the start date of Your Period of Cover:

INVOLUNTARY LOSS OF EMPLOYMENT DEFINITIONS

HOW TO MAKE A CLAIM AND DOCUMENTS REQUIRED IN THE EVENT OF AN ILOE CLAIM:

You need to adhere to the following conditions to be covered under this policy. If you do not comply with them, we may at our discretion cancel your Policy, refuse to cover any Monthly Instalments, or reduce the amount of the cover:

- 1. Written notice of the facts on which a claim is based must be given to us in a claims form within 30 days of the date of an Event leading to your unemployment. If such notice shall not be given within such period or any extension agreed by us, we may at our option refuse to deal with Your claim:
- A detailed claims procedure is given in the next section (How to Make a Claim). You must follow this procedure, failure to do so may result in us not waiving your Monthly Instalments
- 3. No benefit shall be given under this policy until we have received proof to our satisfaction of the unemployment, your last day of service and whether the claim for unemployment is covered under this policy. Useful evidence may include a receipt or sighting of a cancelled employment visa obtained as a result of involuntary redundancy, or a notarized letter of redundancy where employment visa is not applicable.

All claims MUST be reported within 30 days of the Date of the Event. Should you need to claim, please report your claim according to the following procedure: Contact the Claims Administrator: Telephone: +971 582522149 or Email: info@leftfield.net

Claims department is operational 9:00am to 5:00pm Monday through to Friday.

To initiate a claim, you must provide the following documentation in person to our claim's office.

- 1. System generated bank's loan statement showing transactions since the beginning of loan approval and current outstanding balance.
- 2. Letter of termination from the employer which must be dated, stamped and written on a company letterhead. It must be signed by either the company head or the HR head.
- 3. Service Certificate: your employer is obliged to provide to you free of charge, providing the date your employment commenced service, the last day of service, the total service period, the nature of work you carried out, your last salary details and any allowances if applicable.
- 4. Copy of your certified employment contract (by Ministry of Labour) Clearly stating the salary, duration of the contract and other terms of employment. In case of free zones, your employment agreement duly stamped and signed by the relevant free zone authority is required.
- 5. Salary slips for last 6 months preceding the Date of Event together with supporting bank statements;
- 6. Proof of payment of social security benefit for United Arab Emirates (UAE) nationals (wherever applicable)
- 7. Copy of Covered Member's passport with applicable residence visa page for non-UAE nationals.
- 8. An undertaking addressed to the Head of HR/CEO/MD/GM of his employer, authorizing the insurance company to seek his employment and termination related information from his employer.
- 9. New employment contract in the event of re-employment
- 10. Any other document as may be reasonably required.

In addition, all claimants must present themselves personally to the insurance company or the Third- Party Administrator with original passport or other documents (as may be required) for verification of current residency or employment status.

Data Protection Clause:

Information about your policy may be shared between the following, Reinsured, Reinsurer administrator for underwriting and administration purposes. You should understand that the information you provide will be used by our representatives, the administrator and industry governing bodies and regulators to process your ILOE policy, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited, or no data protection laws). We have taken steps to ensure your information is held securely. Your information may be used by the administrator for marketing and research purposes or inform you from time to time about new products or services. If you do not wish to receive marketing information please write to the administrator, you have the right to access your personal records. All other terms and conditions remain unchanged.