

DIVE EQUIPMENT TAKAFUL

WHEREAS the Participant by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Takaful Operator for the Takaful hereinafter contained and with the payment of Takaful contribution by the Participant stated in the Schedule. The Takaful Operator will manage this Takaful Plan on the terms conditions and benefits as stated in this Certificate. No variations or changes to the terms of this Certificate shall come into force unless effected by an Endorsement.

NOW THIS CERTIFICATE WITNESSETH that in respect of covered event(s) occurring during the Period of Takaful and subject to the limitations exceptions conditions contained herein or endorsed hereon the Takaful Operator will indemnify the Participant in the proportions manner and to the extent hereinafter provided against loss or damage caused by any of the under-mentioned Perils.

THE CONTRIBUTION shall be distributed into two funds, 66% to Participant Risk Fund (PRF) as TABARRU (donation) and remaining 34% to Operator Fund as WAKALAH FEE (non-refundable). Takaful Operator's operational expenses shall be managed from WAKALAH FEE. And Underwriting Expenses (Claims & Re-Takaful) & Reserve shall be managed from the PRF.

THE MONEY in the Participants Risk Fund (PRF) shall be invested by the Takaful Operator, if the return rate from the investment exceeds 1.2%, the additional return or excess shall be retained and credited to the Takaful Operator under the principle of PERFORMANCE FEE (JUA'LAH).

IN THE EVENT of insufficient balance in the PRF to pay for the Takaful claims during the Period of Takaful the Takaful Operator shall make good the balance in the PRF under the principle of QARDHUL HASSAN (benevolent loan) provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence the Takaful Operator will make an outright transfer for the insufficiency under the principle of WAKALAH (agent). It is further agreed that any future surplus arising from the PRF can be used to repay for the outstanding QARDHUL HASSAN in the PRF (if any) to the Takaful Operator.

IMPORTANT POINTS

This certificate should be read carefully. It gives full details of what is and is not covered and the conditions and exclusions of the cover. Failure to comply with them will prejudice a participant's claim.

1. UNDERTAKING TO DONATION

The contribution made by the participant shall donate to the Participant Risk fund gradually by retaining a certain amount as per provided table by the Takaful Operator. The fund set aside shall be treated as an undertaking to make donations.

Duration	Retention of Contribution (% of Total contribution to PRF)
0-30 days	66%
31-90 days	46%
91-150 days	36%
151-240 days	26%
Exceeding 240 days	0%

1. CONDITIONS

This section explains what is covered and how the cover operates.

The covered equipment as specified on your certificate SCHEDULE is covered in a PLACE OF STORAGE, during SUB AQUA ACTIVITIES and in TRANSIT to and from WHILST WITH THE PARTICIPANT.

- 1.1 The TAKAFUL OPERATOR will indemnify the PARTICIPANT against theft of and ACCIDENTAL LOSS and damage to diving equipment (not excluded see EXCLUSIONS section) being the property of the PARTICIPANT as stated on the SCHEDULE and unspecified items up to the sum covered value that is stated on the SCHEDULE.
- 1.2 There is no cover for any item with a value in excess of US\$1,200 unless it is declared on the SCHEDULE. If during the term of the certificate, PARTICIPANT purchases any new items of equipment or replaces any declared items with another, then notice must be given to TAKAFUL OPERATOR in writing of the addition/alteration to be made to the SCHEDULE before cover extends to the additional/replacement item(s). Subject to the correct Contribution having been paid and not to exceed the total sum covered, the claim settlement shall be based on replacement value. In the event of any under Takaful the principle of AVERAGE shall be applied.
- 1.3 The TAKAFUL OPERATOR holds the right to replace, reinstate or repair lost, damaged or stolen items of equipment at their option. Reinstatement/repair of equipment as nearly as reasonably practicable to be deemed sufficient, notwithstanding that the former

- appearance and condition of the property may not be precisely restored.
- 1.4 The TAKAFUL OPERATOR holds the right to decide when equipment is to be considered "write off". All equipment written off becomes the sole property of the TAKAFUL OPERATOR for their disposal in any manner they see fit.
 - 1.5 This Takaful covers the deliberate jettisoning of the equipment covered during SUB AQUA ACTIVITIES should an emergency demand such action.
 - 1.6 The PARTICIPANT consents to giving all reasonable assistance to the TAKAFUL OPERATOR by producing originals of qualification records, medical certificates and/or reports, personal log books, dive log sheets, dive marshals and dive officers names and addresses upon request by the TAKAFUL OPERATOR.
 - 1.7 This Takaful does not cover any loss or damage which at the time of the happening of such loss or damage is/ or would but for the existence of this Takaful be covered under any other Takaful/Insurance.
 - 1.8 It is incumbent upon the PARTICIPANT to assist the TAKAFUL OPERATOR to recover against any other valid Takaful/Insurance coverage or source which could be called into contribution.

2. CAMERA CLAUSE

It is hereby noted and agreed that in consideration of the additional Contribution paid the list of underwater photographic equipment declared on the Schedule is covered by the full benefit of this Takaful and is extended to include damage as a result of unexplained flooding. "First Aid" to the damaged equipment must be carried out in accordance with the manufacturer's recommendation, and the damaged items must be submitted to a recognized service agent of the manufacturer for repair as soon as practically possible.

3. HIRE EQUIPMENT ENDORSEMENT

This Takaful provides cover for up to US\$300 in total for the cost of hiring diving and/or underwater camera equipment, if as the result of a covered loss under this Takaful you are required to hire replacement equipment in order to attend a dive training course or dive holiday that was pre booked and pre paid prior to the loss occurring.

4. EXCESS

You are responsible for the first part of each and every claim (the Excess).

The PARTICIPANT shall pay the first amount of each claim in the sum of US\$ 200 after any condition of AVERAGE has been applied.

5. EXCLUSIONS

This section explains what this Takaful does not cover. EXCLUDING:

- 5.1 Theft unless under any of these conditions:
 - 5.1.1. There is physical evidence of a forcible and violent entry into or exit from a PLACE OF STORAGE.
 - 5.1.2. From a locked and secure vehicle whilst stored as defined in DEFINITIONS 12.9. or in TRANSIT with the Participant.
 - 5.1.3. Whilst in the care and custody of an airline or carrier at an airport of departure or arrival WHILST WITH THE PARTICIPANT.
- 5.2 Any claim that is not notified to us by way of a completed claim form within 31 days from the date of the claim occurring.
- 5.3 Wear, tear, the effects of salt water and other gradually operating causes.
- 5.4 Latent defect, inherent fault, faulty workmanship or materials.
- 5.5 Any process of servicing, repairing or cleaning, or as the result of unauthorized interference or adjustment of any part of the property.
- 5.6 Electrical or mechanical breakdown or derangement.
- 5.7 Requisition, confiscation or similar action by order of any Government, Customs or like authorities.
- 5.8 Riot or civil commotion outside of the Maldives.
- 5.9 Claims on diving cylinders without current test certificates (certificates to be produced upon request).
- 5.10 Personal effects.
- 5.11 Claims in respect of any loss or damage caused by or arising from ionising- radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
- 5.12 Loss or damage caused by willful misconduct or lack of due diligence by the Participant.
- 5.13 Legal liability.
- 5.14 Claims arising as a result of solo diving, unless in accordance with the recommendations of your certifying association.
- 5.15 Photographic and video equipment unless stated on the SCHEDULE.
- 5.16 Watches with a value in excess of US\$ 500.

6. WARRANTIES

This section explains that you must comply with these requirements (Warranties) to make the conditions operate. Please note that any breach of these warranties may invalidate your certificate. It is warranted that;

- 6.1 The Equipment must be maintained in a serviceable condition to accepted diving standards.
- 6.2 SUB AQUA ACTIVITIES are carried out in accordance with the guidelines and recommendations for safe diving practices as laid down by the AUTHORITATIVE DIVING BODIES.
- 6.3 Ancillary items of equipment i.e. torches, knives, computers and cameras etc. are attached to the diver by way of wrist strap, lanyard, leash or other proprietary attachment during SUB AQUA ACTIVITIES.

6.4 "OVERNIGHT STORAGE IN A VEHICLE" is subject to the circumstances as defined in DEFINITIONS 13.9. At all other times it is warranted that all diving equipment must be removed from the carrying vehicle at the end of each TRANSIT and put into a PLACE OF STORAGE.

7. TERRITORIAL LIMITS

Cover within the Republic of Maldives only for the term of the Takaful certificate.

8. WHAT TO DO IN THE EVENT OF A CLAIM

This section explains what you must do in the event of a claim. Failure to comply with these requirements may invalidate your claim.

- 8.1 Obtain a claim form by contacting the TAKAFULOPERATOR.
- 8.2 Complete and forward the claim form to us within 31 days of the incident occurring.
- 8.3 In the event of damage, take your equipment to your local dive shop for an inspection and obtain a written estimate of repair. In the event of damage to your underwater camera equipment we may request that you send the items to our delegated service agent.
- 8.4 In the event of a theft or ACCIDENTAL LOSS please obtain written confirmation that you reported the loss to any of the following; dive boat skipper, dive leader, airline, baggage handling agent, holiday representative or the local Police. If the Theft or ACCIDENTAL LOSS occurs when in the custody and control of an airline, a property irregularity report must be obtained from the airline or their baggage handling agent.
- 8.5 If you are claiming for the hire of equipment, then you will need to provide written confirmation of the cost and length of time that you hired the equipment.

9. STATUTORY NOTICE

This Takaful shall be subject to the Laws of Maldives.

10. CANCELLATION

This certificate may be cancelled by the Participant by serving at least fifteen (15) days' notice to Ayady Takaful, such notice to state when thereafter cancellation shall become effective. In such event, provided no claim has been made during the current certificate year, the Participant shall be entitled for a return of the Takaful Contribution calculated on below mentioned short-period basis in proportion to the period of the Takaful has been in force.

SHORT TERM TABLE	
PERIOD	CONTRIBUTION REFUND
0-30 days	66%
31-90 days	46%
91-150 days	36%
151-240 days	26%
Exceeding 240 days	0%

This certificate may be also be cancelled by Ayady Takaful by sending seven days' notice by registered letter to the Participant at the participant's last known address, in which case Ayady Takaful shall be liable to repay on demand a rate-able proportion of the contribution for the unexpired term from the date of cancellation.

11. SHARE OF NET SURPLUS

If at the end of the financial year, there is a net surplus in the Participant Risk Fund (PRF), the Takaful Operator may in its sole discretion share any amount which it may decide from the net surplus in the Participant Risk Fund (PRF) among the Participants provided always that the Participant has not incurred any claim and/or not received any benefits under this certificate whilst it in force. Furthermore, the participant will get share of surplus for the active day(s) of the certificate, falling into the year for which surplus is being calculated and the surplus share must be minimum MVR 100.

12. TERMINOLOGY

This section explains the terminology we have used to construct this certificate wording. Where we have used these terms/phrases they are printed in BLOCK CAPITALS. In any dispute these definitions will be considered paramount.

In this instance:

- 12.1 "TAKAFUL OPERATOR" means Ayady Takaful-Allied Islamic Window.
- 12.2 "PARTICIPANT" means the Individual, Group, Club, Company, School or Association specified in the SCHEDULE
- 12.3 "SUB AQUA ACTIVITIES" means when PARTICIPANT is wholly or partially immersed in water for the purposes of SPORTS DIVING.
- 12.4 "SPORTS DIVING" means recreational diving or instruction in recreational diving using standard manufacturers diving equipment.

- 12.5 "ACCIDENTAL LOSS" means loss as a result of a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.
- 12.6 "TRANSIT" means the carriage of the covered property from its PLACE OF STORAGE with PARTICIPANT in attendance during the carriage until the TRANSIT ends at the dive site or when the equipment is removed from the carrying vehicle and put into a PLACE OF STORAGE.
- 12.7 "WHILST WITH THE PARTICIPANT" means that PARTICIPANT travels to the same destination at the same time as the covered equipment unless in the case of air carriage the equipment travels on another aircraft which is outside of the control of the PARTICIPANT.
- 12.8 "PLACE OF STORAGE" means the covered equipment is kept in a locked and secure building or a boat cabin or boat locker on vessels in excess of 9 meters in length within an enclosed wheelhouse or other means of lockable storage on board.
- 12.9 "OVERNIGHT STORAGE IN A VEHICLE" means that provided there is no alternative PLACE OF STORAGE at the end of a TRANSIT then this cover will extend to storing the covered equipment in a locked and secure motor car boot or commercial van. The items being kept out of view whilst stored.
- 12.10 "AUTHORITATIVE DIVING BODIES" means recognized National and/or International controlling Organizations, or Organizations who provide guidelines and recommendations to their membership for safe diving practice.
- 12.11 "AVERAGE" means at the time of any loss, damage or theft if the sum covered on any item of property is less than the current replacement value of such property PARTICIPANT shall be considered as being his own Insurer for the difference and shall bear a ratable share of the loss accordingly.
- 12.12 "INDEMNIFY" means that TAKAFUL OPERATOR holds the right to replace, reinstate, repair or offer cash settlement for lost, damaged or stolen items of equipment.



AYADY
TAKAFUL

ALLIED ISLAMIC WINDOW