

EXPATRIATE 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 WITNESSES that if during the Period of Takaful, any sickness, disease, illness or accidental injury necessitates the participant to be confined to an Authorised Medical Centre for treatment or received medical treatment from an Authorised Medical Centre, the Takaful Operator will subject to the terms, provisos, exclusions and conditions of and endorsed on this Certificate, pay to the Participant or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

PROVIDED ALWAYS THAT

- a) The liability of the Takaful Operator shall not exceed the Overall Annual Limit as set out in the Schedule of Benefits for anyone period of Takaful.
- b) This Certificate shall become effective as of the date stated in the Certificate Schedule. This Certificate shall be issued for one year and at the end of each period of Takaful maybe renewed for another year subject to the consent of the Takaful Operator.

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 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.

ALLIED ISLAMIC WINDOW

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.

BENEFIT PLAN

1.1. Health Coverage

1.1.1. Inpatient health Cover

The Covered Person will receive local inpatient only health coverage from government medical centers and private medical centers only, up to a maximum of MVR 100,000.00. This cover includes pre-existing illnesses and excludes private room accommodation at the hospital.

1.1.2. Repatriation or Local Burial

When a covered injury or sickness results in loss of life of the Covered Person, the Takaful Operator will pay for the preparation and the transportation of the mortal remains of the Covered Person from the place of death to the country of permanent residence, or for the preparation and local burial of the mortal remains of the Covered Person. If mortal remains is buried within Maldives, the beneficiary will be given a cash benefit of MVR 30,000. But the mentioned benefits would be arranged if only loss of life occurs within Maldives.

DESCRIPTION OF BENEFITS

HEALTH COVERAGE

OVERALL ANNUAL LIMIT

Benefits payable in respect of expenses incurred for treatment provided to the Covered Person during the period of Takaful shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of type/types of disability. In the event the Overall Annual Limit having been paid, all Takaful for the Covered Person hereunder shall immediately cease to be in force.

INTENSIVE CARE UNIT (Maximum up to 30 days)

Reimbursement of charges incurred during confinement as a bed-patient in the Intensive Care Unit of the Authorised Medical Centre. This benefit shall be payable equal to the actual charges made by the Authorised Medical Centre subject to the maximum benefit for anyone day, and

maximum number of days for any one disability, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Authorised Medical Centre Room and Board rate. For the avoidance of doubt, the Covered Person may only receive the maximum daily benefit for either Intensive Care Unit or Daily Authorised Medical Centre Room and Board but in no circumstances may the Covered Person receive more than the maximum daily benefit for Intensive Care Unit as set out in the Schedule of Benefits.

AUTHORISED MEDICAL CENTRE SUPPLIES & SERVICES

The Takaful Operator shall reimburse Reasonable and Customary Charges actually incurred for general nursing, prescribed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physical therapy, basal metabolism tests, intravenous injections and solutions, administration of blood and blood plasma whilst the Covered Person is confined in an Authorised Medical Centre or received Medical treatment, up to the amount stated in the Schedule of Benefits. For the use of Magnetic Resonance Imaging (MRI), CT scan and Heart Scan the Takaful Operator only pay 85% of the fees charged by the service provider.

OPERATING THEATRE

Reimbursement of charges for the usage of Operating Theatre incidental to the surgical procedure.

PRE-AUTHORISED MEDICAL CENTRE DIAGNOSTIC SERVICES

Reimbursement of Reasonable and Customary Charges for diagnostic x-ray and laboratory examination, which are recommended by a Physician because of illness or injury, incurred within sixty (60) days prior to Authorised Medical Centre Confinement or Surgery.

SURGICAL FEES

Reimbursement of Reasonable and Customary fees charged for a surgery by the Medical Specialists including the Medical Specialist's visits to the Covered Person and post-surgery care up to a maximum of thirty-one (31) days from the date of surgery, but within the maximum indicated in the Schedule of Benefits. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

ANAESTHETIST'S FEES

The fees required by an Anaesthetist for the supply and administration of anaesthesia shall be reimbursable of an amount equal to the Reasonable and Customary Charges made for surgical operations performed provided that such amount does not exceed the maximum benefit for Any One Disability as shown in the Schedule of Benefits.

PRE-AUTHORISED HOSPITALISATION SPECIALIST CONSULTATION

Reimbursement of Reasonable and Customary Charges for the first consultation by a legally licensed and qualified Medical Specialist, which is recommended by a Physician because of illness or injury within 60 days prior to Authorised Medical Centre Confinement of surgical operation. The total amount payable shall not exceed the maximum specified in the Schedule of Benefits for Any One Disability.

DAILY IN-HOSPITAL PHYSICIAN'S VISIT (Maximum 60 Days)

Reimbursement of fees charged by the attending Physician for daily bedside visits to the Covered Person during confinement in an Authorized Medical Centre. The Takaful Operator shall pay to the Covered Person an amount equal to the Reasonable and Customary Charges made by the Physician for visits made for such treatment, limited to one visit per day of Authorised Medical Centre Confinement, but in no event shall the benefit exceed the maximum number of days for Any One Disability as set forth in the Schedule of Benefits.

POST-HOSPITALISATION TREATMENT

The Takaful Operator shall reimburse the Reasonable and Customary Charges incurred in follow-up treatment by the attending Physician, within the thirty-one (31) days immediately following discharge from Authorised Medical Centre for Any One Disability. This shall include medicines prescribed during the follow-up treatment but shall not exceed the supply needed for 31 days immediately following discharge from Authorized Medical Centre.

REASONABLE AND CUSTOMARY CHARGES

Charges currently acceptable by the Takaful Operator for the purpose of this Takaful are set out in the schedule of charges.

SPECIAL PROVISION

PERSONS ELIGIBLE

Person eligible to be covered under this Takaful are:-

- a) Expatriates between the ages of 15 days and 65 years and renewable up to age 75 years, and who reside in Maldives under an employment visa and their dependents

PERIOD OF COVER AND RENEWAL

This Certificate shall become effective as of the date stated in the Certificate Schedule. The Certificate Anniversary shall be the date stated in the Certificate Schedule. On each such anniversary, this Certificate is renewable at the contribution rates in effect at that time as notified by the Takaful Operator. This Certificate is renewable at the option of the Takaful Operator. Application for change of benefits to a higher plan can only be made on renewal and is subject to acceptance by the Takaful Operator upon renewal.

GEOGRAPHICAL TERRITORY

All benefits provided in this Certificate are applicable as described in the schedule for twenty-four (24) hours a day in Maldives only.

EXCLUSIONS

This Certificate shall not cover: -

- a) Abortion unless it is a medical termination of pregnancy, infertility and all complications arising therefrom.
- b) Conditions arising from surgical, mechanical or chemical contraceptive methods of birth control.
- c) Routine physical examinations, health check-up or any other tests where there are no objective indication of impairment of normal health or any treatment of a preventive nature including vaccinations, acupuncture, treatment specifically for weight reduction or any treatments which is not medically necessary.
- d) Treatment for Congenital Conditions and any physical birth defects arising out of or resulting therefrom.
- e) Non-Authorized Medical Centre Nursing Care or Ambulatory Care, rest cures or sanatoria care, treatment arising from any geriatric, psycho-geriatric or psychiatric condition, treatment of alcohol dependence syndrome and drug addiction & abuse.
- f) Sickness or disease directly or indirectly arising from Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or any HIV/AIDS related condition.
- g) Suicide or attempted suicide, self-inflicted injuries, self-destruction or any attempt thereat while sane or insane.
- h) Cosmetic or plastic surgery, hearing aids, wheelchairs and prostheses including lenses, refractive errors of the eyes, provision of eye appliances including spectacles.
- i) Sexually transmitted diseases.
- j) Hospitalization primarily for diagnosis, x-ray examinations, general physical or medical check-up.
- k) Charges for telephone, television, radio, newspaper and other ineligible non-medical items whilst an in-patient or day-surgery.

- l) Sickness or injury arising from racing of any kind (except on foot) professional sports, parachuting, skydiving, boxing, wrestling, scuba-diving, bungee jumping and violation or any attempt of violation of the law or resistance to lawful arrest.
- m) Flying or other aerial activity except as a fare-paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Charter Company.
- n) Treatment arising from any consequence, whether direct or indirect of nuclear or chemical contamination, war, invasion, act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, direct participation in riot, strike and civil commotion, insurrection or military or usurped power, or active duty in any of the armed forces.
- o) Investigation and treatment of sleep and snoring disorders, treatment of Hepatitis B and Hepatitis C, and hormone replacement therapy for menopausal conditions.
- p) Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations)
- q) Pregnancy and all complications arising therefrom.
- r) OPD Consultation
- s) Medical Expenses from any country other than Maldives
- t) Private room accommodation in the hospital
- u) Dental care, dental diseases and its related treatment

GENERAL CONDITIONS

This Certificate and the Schedules shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Certificate or of the Schedules shall bear such specific meaning wherever it may appear.

NOTICE

Every notice or communication to the Takaful Operator shall be in writing and sent to the Takaful Operator. No alterations in the terms of this Certificate or any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Takaful Operator.

CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Certificate by the Participant and Covered Person and in so far as they relate to anything to be done or complied with by the Participant or Covered Person shall be conditions precedent to any liability of the Takaful Operator.

MISREPRESENTATION/FRAUD

If the proposal or declaration of the Participant is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this Takaful, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Certificate shall be void.

MISSTATEMENT OF AGE

If the age of the Covered Person has been misstated and the contribution paid as a result thereof is insufficient, any claim payable under this Certificate shall be prorated based on the ratio of the actual contribution paid to the correct contribution which should have been charged for the year. Any excess contribution, which may have been paid as a result of such misstatement of age, shall be refunded. If at the correct age the Covered Person would not have been eligible for cover under this Certificate, no benefit shall be payable.

RENEWAL

It shall not be incumbent on the Takaful Operator to give notice that any contribution for renewal is due and such contribution shall be deemed to be due on the date on which the Certificate expires and must be paid within 14 days thereafter. However, during such 14 days the Takaful Operator shall remain liable thereunder if by the last of such days the contribution is actually paid unless the Takaful Operator or the Participant shall have given notice that the Takaful would not be renewed.

CHANGE IN RISK

The Participant shall give immediate notice in writing to the Takaful Operator of any change in his or her occupation, business, duties or pursuits and pay any additional contribution that may be required by the Takaful Operator. Before each renewal of the Certificate, the Participant must notify the Takaful Operator in writing of any injury, disease, physical defect or infirmity of which the Covered Person has become aware or been affected.

TAKE OVER CERTIFICATES

If this Certificate shall have commenced immediately upon termination of a preceding Certificate and if the Covered Person shall have been afflicted with a medical disability at the time this Certificate commenced (and benefits under the preceding Certificate would have been available to him), such Covered Person shall continue to be covered for the existing disability, but not to exceed the limits of the previous Certificate or limits of this Certificate whichever shall be lesser on condition the Takaful Operator has secured a copy of the preceding Certificate.

OTHER INSURANCE/TAKAFUL

If the Participant/Covered Person carries other Insurance/Takaful covering any injury or illness that is also covered by this Certificate, the Takaful Operator shall not be liable for a greater proportion of such illness or injury than the amount applicable hereto under this Certificate bears to the total amount of all valid Takaful covering such illness or injury.

CLAIM PROCEDURES

Services under this Certificate shall be limited to cashless services available from all governmental health providers and listed private providers (with 15% co-payment)

CANCELLATION

This Certificate may be cancelled unilaterally by the Takaful Operator in accordance with the terms of this Certificate and once this Certificate is cancelled for any reason whatsoever, the Contribution levied against this Certificate shall be non-transferable, neither apportionable nor refundable

APPLICABLE LAW

This Certificate, and all rights, obligations and liabilities arising hereunder, shall be construed, determined and enforced in accordance with the law of Maldives and the Maldivian courts shall have exclusive jurisdiction hereto.

LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the Participant shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Certificate, the Participant may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to the Takaful Operator with cogent reason(s) for the failure to comply with the Certificate terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Takaful Operator. After such grace period has expired, the Takaful Operator will not accept, for any reason whatsoever, such written proof of loss.

ARBITRATION

All differences arising out of this Certificate shall be referred to an Arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the Arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an Arbitrator each who shall proceed to hear the differences together with an Umpire to be appointed by both Arbitrators. However this is provided that any disclaimer of liability by the Takaful Operator for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

AUTOMATIC TERMINATION

The Takaful of a Participant shall automatically terminate on the earliest happening of the following events:

(For what so ever reason this Certificate is terminated, the Contribution levied against this Certificate shall be non-transferable, neither apportionable nor refundable.)

- a) On the death of the Participant; or
- b) On the Certificate Anniversary following the 75th birthday of the Participant; or
- c) if the total benefits paid under the Certificate since the last Certificate Anniversary exceeds the Overall Annual Limit for the respective Certificate Year; or
- d) At mid-night standard local time on the last day of the Period of Takaful unless the Participant is confined to an Authorized Medical Centre at such time. If this being the case, the time of termination shall be extended to:-
- e) The time the Participant is discharged from Authorized Medical Centre; or
- f) The time the Overall Annual Limit shall have been exhausted; whichever is the first to occur.
- g) This Certificate shall become invalid once the Employer of the Employee is changed.

ALTERATIONS

The Takaful Operator reserves the right to amend the terms and provisions of this Certificate, and such amendment will be applicable from the next renewal of this Certificate. No alteration to this Certificate shall be valid unless authorized by the Takaful Operator and such approval is endorsed thereon.

DEFINITIONS

ACCIDENT

shall mean a sudden, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

AUTHORISED MEDICAL CENTRE

shall mean an establishment duly constituted and registered as a Hospital or registered as a clinic for the care and treatment of sick and injured persons, and which

- a) Has organized facilities for diagnosis, treatment and major surgery;
- b) Provides nursing services by registered graduate nurses;
- c) is under the supervision of a Physician, and
- d) is not a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home or a home for the aged and similar establishment.

AUTHORISED MEDICAL CENTRE CONFINEMENT

shall mean the Participant being duly registered and admitted as an in-patient in an Authorized Medical Centre.

CONGENITAL CONDITION

shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within 6 months from the time of birth, whether known or unknown to the Covered Person.

DAY

shall mean the definition of a charging day adopted by the Authorized Medical Centre concerned.

DAY SURGERY

A patient who needs the use of a recovery facility on being admitted to an Authorized Medical Centre for a surgical procedure on a pre-planned basis (but not for overnight stay).

DISABILITY

shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

DOCTOR or PHYSICIAN or SURGEON

shall mean a medical practitioner qualified by a degree and duly licensed or registered to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice.

ILLNESS or DISEASE

shall mean a physical condition marked by a pathological deviation from the normal healthy state.

COVERED PERSON

shall mean the person described in the Certificate Schedule including his/her Dependent (if applicable).

INTENSIVE CARE UNIT

shall mean a section within a Authorized Medical Centre which is designated as an Intensive Care Unit by the Authorized Medical Centre, and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Authorized Medical Centre.

INJURY

shall mean bodily injury caused solely and directly by Accident.

MAXIMUM PER DISABILITY

shall mean all disabilities arising from the same cause including any and all complications therefrom, except that if the Covered Person completely recovers for thirty (30) days continuously following the last discharge from the Authorized Medical Centre, any subsequent period of disability arising from the same cause shall be considered as anew disability.

PRE-EXISTING ILLNESS

shall mean any medical conditions, which have been diagnosed or have required treatment prior to the commencement date of this Certificate irrespective of whether treatment was actually received. Any pre-existing illness will not be covered, whether known or unknown to the Participant.

REASONABLE AND CUSTOMARY CHARGES

shall mean charges for medical care which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by other providers of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar sickness, disease or injury and which in accordance with accepted medical standards, could not have been omitted without adversely affecting the Covered Person's medical condition.

SURGERY

shall mean any of the following medical procedures:

- a) To incise, excise or electro cauterize any organ or body part, except for dental services.
- b) To repair, revise, or reconstruct any organ or body part.
- c) To reduce by manipulation a fracture or dislocation.
- d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.



AYADY
TAKAFUL

ALLIED ISLAMIC WINDOW