



ALLIED ISLAMIC WINDOW

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No: T101/1.3
Date: 13.08.2020

FIRE 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.

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.

Table with 2 columns: Duration, Retention of Contribution (% of Total contribution to PRF). Rows include 0-30 days (66%), 31-90 days (46%), 91-150 days (36%), 151-240 days (26%), and Exceeding 240 days (0%).

CONDITIONS

This Contract and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Contract or of the Schedule shall bear such specific meaning wherever it may appear

- 1. If there be any material misdescription of any of the property hereby Participant, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Takaful Operator shall not be liable upon this Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. No payment in respect of any contribution shall be deemed to be payment to the Takaful Operator unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Takaful Operator shall have been given to the Participant.
3. The Participant shall give notice to the Takaful Operator of any Takaful or Insurance already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or insurance be stated in or endorsed on this Certificate by or on behalf of the Takaful Operator before the occurrence of any loss or damage, all benefit under this Certificate shall be forfeited.
4. All Takaful under this Certificate
(I) on any building or part of any building.
(II) on any property contained in any building.
(III) on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
(a) of such building or of any part thereof,

(b) of the whole or any part of any range of buildings or of any structure of which such building forms part. PROVIDED that such fall or displacement is of the whole a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Certificate or would be covered if such building, range of buildings or structure were covered under this Certificate.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Participant.

5. (i) This Takaful does not cover:-
- (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7 (f)). or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of:
 - (1) The burning of property by order of any public authority.
 - (2) Subterranean Fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) This Takaful does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

6. This Takaful does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences. Namely:-

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Takaful, except to the extent that the Participant shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Takaful Operator alleges that by reason of the provisions of this condition any loss or damage is not covered by this Takaful, the burden of proving that such loss or damage is covered shall be upon the Participant.

7. Unless otherwise expressly stated in the Certificate this Takaful does not cover:-

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding MVR2000.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account, other business books or computer systems records.
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or damage occasioned by or consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purpose in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Certificate.
 - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

8. Under any of the following circumstances the Takaful ceases at attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of the Takaful Operator signified by endorsement upon the Certificate, by or on behalf of the Takaful Operator

- (a) the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the covered property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building covered or containing the covered property becomes unoccupied and so remains for a period of more than 30 days.
- (c) If property covered be removed to any building or place other than that in which it is herein stated to be covered.
- (d) If the interest in the property covered pass from the Participant otherwise than by will or operation of law.

9. This Takaful does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is covered by or would, but for the existence of this contract, be covered by any Marine Certificate or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Certificate or Policies had this Takaful not been effected.

10. 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%
90– 150 Days	36%
150– 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. On the happening of any loss or damage the Participant shall forthwith give notice thereof to the Takaful Operator and shall within 15 days after the loss or damage or such further time as the Takaful Operator may in writing allow in that behalf deliver to the Takaful Operator
 - (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
 - (b) Particulars of all other Takafuls, if any.

The Participant shall also at all times at his own expense produce, procure and give to the Takaful Operator all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Takaful Operator as may be reasonably required by or on behalf of the Takaful Operator together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith

No claim under this Certificate shall be payable unless the terms of this condition have been complied with.

12. On the happening of any loss or damage to any of the property covered by this Certificate, the Takaful Operator may:-
 - (a) Enter and take and keep possession of the building or premises where the loss or damage has happened
 - (b) Take possession of or require to be delivered to it any property of the Participant in the building or on the premises at the time of the loss or damage.
 - (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
 - (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Takaful Operator at any time until notice in writing is given by the Participant that he makes no claim under the Certificate or, if any claim is made, until such claim is finally determined or withdrawn, and the Takaful Operator shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the covered or diminish its right to rely upon any of the conditions of this Certificate in answer to any claim. If the Participant or any person on his behalf shall not comply with the requirements of the Takaful Operator or shall hinder or obstruct the Takaful Operator in the exercise of its powers hereunder, all benefit under this Certificate shall be forfeited.

The Participant shall not in any case be entitled to abandon any property to the Takaful Operator whether taken possession of by the Takaful Operator or not.

13. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit under this Certificate; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Participant; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, all benefit under this Certificate shall be forfeited.

14. The Takaful Operator may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Takaful Operator or Insurers in so doing, but the Takaful Operator shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Takaful Operator be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum covered by the Takaful Operator thereon.

If the Takaful Operator so elect to reinstate or replace any property the Participant shall, at his own expense, furnish the Takaful Operator with such plans, specifications, measurements, quantities, and such other particulars as the Takaful Operator may require, and no acts done, or caused to be done by the Takaful Operator with a view to reinstatement or replacement shall be deemed an election by the Takaful Operator to reinstate or replace.

If in any case the Takaful Operator shall be unable to reinstate or repair the property hereby covered, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Takaful Operator shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

15. The Participant shall, at the expense of the Takaful Operator, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Takaful Operator for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Takaful Operator shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Certificate, whether such acts and things shall be or become necessary or required before or after his indemnification by the Takaful Operator.
16. If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Takaful or Insurances, whether effected by the Participant or by any other person or persons, covering the same property, this Takaful Operator shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
17. If the property hereby covered shall, at the breaking out of any fire, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as being his own risk bearer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition.
18. If any difference shall arise as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Takaful Operator. Unless any such action or suit be commenced within six months of the making of an award the Takaful Operator shall not be liable to make any payment in excess of the amount of the award.
19. In no case whatever shall the Takaful Operator be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
20. Every notice and other communication to the Takaful Operator required these Conditions must be written or printed.
21. 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.

WARRANTIES

THE FOLLOWING WARRANTIES ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE:

WARRANTY No. 2

Warranted that during the currency of this Certificate no part of the premises described herein be used for the manufacture or deposit or

storage of merchandise.

WARRANTY No. 4

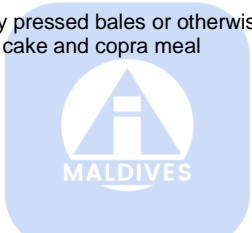
Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least 20 feet on all sides from any other building (excluding small outhouses)

HAZARDOUS GOODS WARRANTY No. 6A

Warranted that none of the goods mentioned in the list of hazardous goods annexed hereto shall at any time during the currency of this Certificate be in or upon the within mentioned premises, but allowing the storage of such hazardous goods including liquid paints to the extent of 1% only of the total value of stocks, such quantity of hazardous goods not to include more than 6 gallons of petrol or other liquid giving off inflammable vapour flashing below 100°F/38°C or more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers.

The following Goods are deemed to be Hazardous:-

- | | |
|---|--|
| Acetylene (Liquid) | Oil of all kinds (other than vegetable or essential oils packed in bottles in cases, or tins in cases.) |
| Bamboo Mats | Oxalate of Potash |
| Benzine | Paints (Liquid) except water and emulsion paints in Bi-Sulphide of sealed-metal tins or drums |
| Benzoline | Paraffin |
| Carbon | Percussion Caps |
| Blacks of all kinds (except as provided for in footnote (b)) | Petrol |
| Brimstone | Petroleum and its liquid products |
| Calcium Carbide | Pitch |
| Camphine | Potassium |
| Camphor | Potassium bicarbonate |
| Candles | Potassium binoxalate* |
| Cartridges | Potassium chlorate |
| Celluloid and Xylonite and other similar substances | Potassium cyanide* |
| Charcoal (powdered) | Potassium ferricyanide* |
| Chlorate of Soda | Potassium hydroxide |
| Coconut Oil | Potassium nitrate |
| Codilla | Potassium nitrite |
| Coir and Coir Yarn | Potassium perchlorate |
| Cordite | Potassium permanganate |
| Cotton (whether in fully pressed bales or otherwise) | Potassium peroxide |
| Copra including copra cake and copra meal | Potassium persulphate |
| Crackers | Potassium sulphide |
| Explosive of all kinds | Prussiate of Potash |
| Fats | Rags |
| Fireworks | Resins |
| Fulminating Powder | Rockets |
| Ghee | Rock Oil |
| Grasses of all kinds | Rock Oil |
| Gunny Bags other than in fully pressed bales (see footnote (a)) | Saltpetre |
| Gunpowder | Shoddy |
| Hay | Spirits of all kinds not in bottles |
| Hemp | Stearine |
| Hessians other than in bales | Straw |
| Jute (in fully pressed bales or otherwise) | Sulphur Dyes or Colours(excluding those packed in labeled with a certificate by the manufacturers that the Dyes (or Colours) contain at least 10 percent of inert inorganic salts) |
| Kapok (whether in fully pressed bales or otherwise) | Tallow manufactured or unmanufactured |
| Kerosene | Tar |
| Lime, unslaked | Turpentine |
| Matches of all kinds | Varnish |
| Mungo | Vegetable Fibres of all kinds |
| Naphtha | Waste of all kinds |
| Napthalene | |
| Nitrate of Soda | |
| Nitro-Glycerine | |



ALLIED ISLANDS KADY TAKAFUL

*If stored on the same floors as, or on floors above, foodstuffs.

N.B. (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charge for hazardous goods.

N.B. (b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.

HAZARDOUS GOODS WARRANTY No. 6B

Warranted that the storage of paints be allowed but that otherwise during the currency of this Certificate no mineral oil or other liquid giving off an inflammable vapour flashing below 200°F/93°C beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100°F/38°C and/or 6 gallons of petrol or other liquid giving off an inflammable vapour flashing below 100°F/38°C and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

HAZARDOUS GOODS WARRANTY No. 6C

Warranted that the storage of paints be allowed but that otherwise during the currency of this Certificate no mineral oil or other liquid giving off an inflammable vapour flashing below 200°F/93°C beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100 F/38°C and/or 200 gallons of benzine. petrol or other liquid giving off an inflammable vapour flashing below 1000 F/380C (stored in accordance with the Municipal Regulations) and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

LICENCE WARRANTY No. 9(a)

Warranted that during the currency of this Certificate the Participant shall hold such Licence or Licences as is or are required by the Local Municipal or other Authorities and shall fully comply with the conditions and requirements thereof at all times.

LICENCE WARRANTY No. 9(b)

Warranted that the Participant shall inform the Takaful Operator immediately it comes to his knowledge in the event of the occupier of the premises failing to effect or maintain in force such Licence or Licences as is or are required by the Local Municipal or other Authorities

PETROL USAGE WARRANTY No. 19

Warranted that during the currency of this Certificate no process involving the use of petrol or any solution containing petrol or other volatile inflammable liquids will be carried on in the within described premises or in the open air or in any premises within fifty feet thereof which are under the control of the Participant.

Note: The use of oil burning installations is not regarded as a "process" within the meaning of Warranty No.19.

ADDITIONAL PERILS

THE FOLLOWING ADDITIONAL PERILS ARE NOT COVERED BY THIS CERTIFICATE UNLESS SPECIFIED IN THE SCHEDULE.

P01 EXPLOSION

The Takaful under this Certificate shall, subject to the Special Conditions hereinafter contained, extend to include;

Loss of or damage to the property covered by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this Certificate (except insofar as Condition No. 2.5(2.5.8) is hereby expressly varied, shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this certificate.

SPECIAL CONDITIONS

- (1) The Takaful Operator shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization, For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.
In any action, suit or other proceeding, where the Takaful Operator alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Takaful, the burden of proving that such loss or damage is covered shall be upon the Participant.
- (2) If there be any other fire Takaful/insurance on the property covered under this certificate, the Takaful Operator shall be liable only pro rata with such other fire Takaful/insurance for any loss or damage by explosion whether or not such other fire Takaful/insurance be extended to cover loss or damage by explosion.
- (3) The Takaful Operator shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is covered by or would, but for the existence of this extension be covered by any other Certificate or certificates except in respect of any excess beyond the amount which have been payable under such other certificate or certificates has this Takaful not been effected.

P02 RIOT AND STRIKE

In consideration of the payment of an additional contribution, it is hereby agreed that declared that notwithstanding anything in the written Certificate contained to the contrary the Takaful under this certificate shall extend to cover Riot and Strike damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss or damage to the property covered directly caused by;

- (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
- (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- (3) The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

SPECIAL CONDITIONS

For the purpose of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Certificate the following.

CONDITION 5.

- (i) This Takaful does not cover;
 - (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
 - (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons materials.

PROVIDED nevertheless that the Takaful Operator is not relived under (c) or (d) above of any liability to the Participant in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

- (ii) This Takaful does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

CONDITION 6.

This Takaful does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely;

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power.
- (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization. For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. In any action, suit or other proceeding, where the Takaful Operator alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Takaful, the burden of providing that such loss or damage is covered shall be upon the Participant.

CONDITION 7.

Unless otherwise expressly stated in the Certificate, this Takaful does not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art an amount exceeding MVR 2000.
- (d) Manuscripts, plans drawings or designs, patterns, models or moulds.
- (e) Securities, obligation, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.
- (f) Explosives.

CONDITION 10.

This Takaful may at any time be terminated by the Takaful Operator on notice to that effect being given to the Participant, in which case the Takaful Operator shall be liable to repay a ratable proportion of the contribution for the unexpired term from the date of concealment. If the Certificate be terminated at the request of the Participant, the Takaful Operator shall not be liable to repay the contribution or any part of it except in so far as the coverage applies to stocks in respect of which the Takaful Operator shall retain a contribution calculated according to its customary short period of scale for the time the said coverage has been in force.

CONDITION 17.

If the property hereby covered shall at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril against by this Endorsement be collectively of greater value than the sum covered thereon, the Participant shall be considered as being his own coverer for the differences and shall bear a ratable share of the amount of the loss accordingly. Every item more than one, of the certificate shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that-

- (1) All the Conditions of this contract shall apply in all respects to the Takaful granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the contract shall be deemed to include the perils hereby covered against.
- (2) The Special Conditions herein shall apply only to the Takaful granted by this extension and the Conditions of the Certificate shall apply in all respects to the Takaful granted by the Certificate as if this Endorsement had not been made thereon.

PO3 MALICIOUS DAMAGE

In consideration of the payment of an additional contribution it is hereby agreed and declared that the coverage under Additional Peril 2 – Riot and Strike Endorsement – shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean.

Loss or damage to the property covered directly caused by the malicious act of any person (whether or not such is committee in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition No.6 of the said Riot and Strike Endorsement but the Takaful Operator shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, house-breaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

PROVIDED always that all the Conditions and Provisions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

P04 AIRCRAFT

The coverage under this Certificate is extended to include loss of or damage to property covered directly caused by aircraft and other aerial devices and/or articles dropped therefrom provided that;

- (i) All the conditions of the certificate shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- (ii) This Takaful does not cover loss or damage caused by any aircraft for which permission to land has been given by the Participant.

P05 BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES

The coverage under this certificate is extended to include loss or damage to the property covered directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building covered or containing the property covered but excluding;

- (i) Damage thereto
- (ii) Loss or damage whilst the building is untenanted
- (iii) Loss or damage by water discharged or leaking from automatic sprinkler installation in the within described buildings
- (iv) The first MVR 1000 each and every loss

PROVIDED that all the Conditions of the Certificate shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

PO6 IMPACT BY ROAD VEHICLES

The coverage under this Certificate extends to include loss or damage to property covered and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicle but excluding the first MVR 500 of each and every loss provided that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

P07 EARTHQUAKE, VOLCANIC ERUPTION, HURRICANE, TIDAL WAVES, CYCLONE, TYPHOON AND WINDSTORM AND FLOOD THEREFROM

Notwithstanding anything contained to the contrary in Condition No.6 of this Certificate covers loss or damage (by fire or otherwise) directly caused by (i) Earthquake, volcanic eruption (ii) Hurricane, cyclone, typhoon and windstorm, and (iii) Flood (including overflow of the sea) caused by any of the perils mentioned in (i) and (ii) above subject to the following Excess Clause and Special Conditions. PROVIDED always that all the Conditions of this

Certificate shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this Takaful extends to include by virtue of this endorsement.

EXCESS CLAUSE

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby covered directly caused by any peril to which this Clause is hereinbefore stated to apply, the Takaful Operator's liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds either;

- (a) 1% of the total sums covered against such peril on said buildings by Certificate(s) in the name of the Participant, or
- (b) MVR 4000

Whichever shall be the less.

It is further agreed that this Clause shall apply separately to:

- (I) Each building, for which purpose all covered buildings at the same address will be regarded as one building,
- (II) Each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the peril concerned and that only hereafter shall be the Clause apply afresh.

SPECIAL CONDITION

- (1) The Takaful Operator shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by floor (including overflow of the sea) when such peril is covered against by this Certificate) unless the building covered or containing the property covered shall first sustain actual damage to the roof or walls of same by the direct force of (i) earthquake and volcanic eruption and/or (ii) Hurricane, cyclone, typhoon and windstorm and shall then be liable only for such damage to the interior of the building or the covered property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils. The Takaful Operator shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is covered against by this Certificate and is occasioned by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm.
- (2) This endorsement does not extend the coverage under this Certificate to cover:
 - (a) Consequential loss of any kind other than rent if covered hereby.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslide except when this is occasioned by earthquake or volcanic eruption provided that these perils are covered against by this Certificate.
 - (d) Loss or damage caused by explosion except as provided in Condition No. 2.5(2.5.8) of the Certificate.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
- (3) The Takaful Operator shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is covered by or would, but for the existence of this extension, be covered by any other existing Certificate or Certificates/Policies except in respect of any excess beyond the amount which would have been payable under such other Certificate or Certificates/Policies as this Takaful not been effected.
- (4) Unless specifically and separately covered this endorsement does not cover:
 - (a) Fences, gates, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit.
 - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are covered against by this Certificate.

P08 FLOOD

This Takaful under this Certificate extends to include loss of or damage to the property covered directly caused by flood, which for the purposes of this extension shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building covered or containing the property covered, but excluding;

- (I) Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- (II) Loss or damage caused by subsidence or landslide;
- (iii) Loss or damage to fences, gates, goods stored in the open or goods in transit;
- (iv) The first MVR 5000 of each and every loss.

PROVIDED that all the Conditions of the Certificate shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.