

MOTOR TAKAFUL (TPL Only)

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 as defined above.

LIABILITY TO THIRD PARTIES

Takaful Operator will indemnify you or your authorized driver for the amount which you or your authorized driver are legally liable to pay (including claimant's cost and expenses) for accident caused by or arising out of the use of your vehicle or in connection with the loading or unloading. Provided that you or your authorized driver also complies with all the terms and conditions of the contract that you are subject to.

LIMITS OF LIABILITY

1. Total liability is limited to MVR 60,000 for bodily injury.
2. Total liability is limited to MVR 40,000 for property damage in respect of any one claim or series of claim arising out of one event.

COVER FOR LEGAL REPRESENTATIVES

Following the death of any person covered under this contract, the Takaful Operator will indemnify that person's legal representatives for liability covered under this Section, provided such legal representatives comply with all the terms conditions of this contract.

APPLICATION OF LIMITES OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this contract and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Participant.

EXCEPTIONS

1. This Takaful does not cover:

- 1.1 Death or bodily injury to any person or damage to property caused or arising outside the limits of any carriageway or thoroughfare in connection with the loading onto and unloading from your vehicle.
- 1.2 Death or bodily injury to any person where such death or injury arises out of and in the course of the employment of such person by you or by your authorized driver.
- 1.3 Death or bodily injury to any person being carried in or upon or entering or getting on to or alighting from your vehicle (unless he/she is required to be carried in or on your vehicle by reason of or in pursuance of his/her contract of employment with you and/or your authorized driver and/or his/her employer).
- 1.4 Damage to property belonging to or in the custody of or control of or held in trust by you and/or your authorized driver and/or any member of you and/or your authorized driver's household.
- 1.5 Damage to any bridge weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the motor vehicle or of the load carried by the motor vehicle.
- 1.6 Any claims brought against any person in any country in courts outside Maldives.
- 1.7 All legal costs and expenses which are not incurred in or recoverable in Maldives.
- 1.8 If you or any person with Your consent are not licensed to ride the vehicle except if You or any person with Your consent has held and is not disqualified from holding or obtaining such a license to ride Your Vehicle under any required laws, by-laws and regulations.
- 1.9 If you or your authorized driver ride your vehicle whilst under the influence of drink or drug.
- 2.0 Any loss, damage or liability caused by your vehicle being used for an unlawful purpose or being used otherwise than in accordance with the limitations as to use by you or by some other person with your consent.
- 2.1 Any accident loss damage or liability caused, sustained or incurred whilst your vehicle, in respect of which indemnity is provided by this contract, is being ridden/driven by any person other than an Authorized driver or a person riding/driving on your order or with your permission.
- 2.2 If any loss, damage or liability is caused by invasion, war (whether war be declared or not), warlike operation, acts of foreign enemies, hostilities, civil war, acts of terrorism, strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or by any direct or indirect consequences of any of the said occurrence.
- 2.3 If your vehicle is used for or is being tested in preparation for any motor sport or competition. This includes (but is not limited to) reliability trials, hill-climbing tests and rallies.
- 2.4 If in the event of any accident, your vehicle is left unattended without proper precautions being taken to prevent further loss or damage and if your vehicle is ridden/driven in an inroad worthy condition before the necessary repairs are effected, any extension of the damage or any further damage to your vehicle shall be excluded from the cover granted by this contract.

CONDITIONS

This contract and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Certificate wording or of the schedule shall bear the same meaning wherever it may appear.

1. DUTY OF DISCLOSURE

If you fail to disclose to Takaful Operator fully and faithfully, all the facts which You know or ought to know, or if You misrepresented any fact to Takaful Operator before the Certificate was entered into, Takaful Operator may avoid this certificate. You must observe and fulfil the Terms, Conditions, Endorsements, Clauses or Warranties of the Certificate.

2. ACCIDENTS AND CLAIMS PROCEDURES

Takaful Operator must be notified in writing or by phone in either case with particulars of the vehicles involved, date of accident and, if possible, a brief description of the circumstances of the accident within the specific time frame as follows after an event which may become the subject of a claim under this certificate:

- 2.1 Immediately inform Maldives Police Service and submit police report along with other relevant documents not later than 14 days, if you are not physically disabled or hospitalized following the event.
- 2.2 Within thirty (30) days or as soon as practicable if you are physically disabled and hospitalized as a result of the event.
- 2.3 Other than 6.1 and 6.2, a longer notification period may be allowed subject to specific proof by You.
- 2.4 All accidents must be reported to the Police as required by the Law.
- 2.5 Every communication, writs, summons and/or process from other parties must be sent to Takaful Operator immediately. You must also tell Takaful Operator if You know of any impending prosecution, inquest or fatal inquiry without delay.
- 2.6 No negotiation, admission or repudiation of any claim may be entered into without Takaful Operator's prior written consent.
- 2.7 Takaful Operator shall have full discretion in the conduct, defense and/or settlement of any claim.
- 2.8 No repairs maybe authorized to Your Vehicle without Our prior written consent.

3. OTHER INSURANCE/TAKAFUL

You must give Takaful Operator written notice if You have any other Takaful covering Your Vehicle. If at the time any claim arises under this Certificate, there is any other existing Certificate covering the same loss, damage or liability, Takaful Operator shall only pay Our ratable proportion of any loss, damage, compensation, costs or expenses. However, nothing in this Condition shall impose on Takaful Operator any liability from which Takaful Operator would not have been subject to.

4. SUBROGATION

Takaful Operator shall be entitled if Takaful Operator so desire to take over conduct at Takaful Operator's own expense in Your name the defense or settlement of any claim or to prosecute in your name for our benefit any claim for indemnity or damages or otherwise. Takaful Operator shall

have absolute discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as Takaful Operator may require.

5. ARBITRATION CLAUSE

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

6. CANCELLATION

You may cancel this certificate at any time by notifying the Takaful Operator in writing. And we may also cancel this certificate by giving you 14 days' written notice. No refund of contribution for any cancellation of this certificate.

7. 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 is 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.

8. OTHER CONDITIONS

This Certificate will only be operative if:

- 8.1 Any person claiming protection has complied with all its Terms, Conditions, Endorsements, Clauses or Warranties.
- 8.2 You have taken all reasonable precautions to maintain Your Vehicle in an effective roadworthy condition.

9. DEFINITION OF WORDS HIGHLIGHTED IN THE CERTIFICATE

- 9.1 We/Us/Our refers to the Takaful Operator.
- 9.2 You/Your/Yourself refers to the Certificate Holder and/or Participant.
- 9.3 Your Vehicle refers to the Vehicle, its standard factory-fitted accessories and any other additional accessories as described in the Certificate Schedule.
- 9.4 Accessories refer to the standard tools of a motor vehicle including spare tires and may include radio/cassette player/compact disc player and the like if specified in the schedule.
- 9.5 Your household refers to all members of Your immediate family (i.e. Spouse, Children including legally adopted Children, Parents, Brother and Sister).
- 9.6 Cheating defined as follows: -
Whoever by deceiving any person, whether or not such deception was the sole or main inducement: -
 - 9.6.1 fraudulently or dishonestly induces the person so deceived to deliver any property to any person, or to consent that any person shall retain any property; or
 - 9.6.2 Intentionally induces the person so deceived to do or omit to do anything which he would not do or omit to do if he were not so deceived and which act or omission causes or likely to cause damage or harm to any person in body, mind, reputation, or property, is said to "cheat".
- 9.7 Criminal breach of trust defined as follows: -
Whoever, being in any manner entrusted with property, or with any dominion over property either solely or jointly with any other person, dishonestly misappropriates, or converts to his own use, that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffer any other person so to do, commits "criminal breach of trust"
- 9.8 Act of terrorism.
means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public or any section of the public, in fear.
The Certificate Schedule and any subsequent Schedule issued upon renewal of this Certificate is computer generated and shall form part of this Certificate.