



ALLIED ISLAMIC WINDOW

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PROFESSIONAL INDEMNITY 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.

NOW THIS CERTIFICATE WITNESSETH that subject to the Terms, Limits, Exceptions, Provisions conditions and the Jurisdiction Clause contained herein or endorsed thereon the Takaful Operator will indemnify the Participant against

THIS CERTIFICATE WORDING witnesses that the Takaful Operator agrees to the extent and in the manner hereinafter provided and subject to the limit(s) of Indemnity/Liability as stated in the Certificate to indemnify the Participant against losses arising from claims which may be first made against the Participant and reported to the Takaful Operator during the period of Takaful as stated in the Certificate for breach of duty of the Participant for;

A negligent act, error or omission committed or alleged to have been committed on the part of any qualified/certified person rendering a professional service and arising out of such undertaking in the capacity as specified in the Certificate.

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.

Table with 2 columns: Duration and 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%).

2. CONDITIONS

- 2.1. This Certificate shall indemnify the Participant against claims made only during the Period of Takaful
2.2. Limit of indemnity and maximum aggregate limit of indemnity:
The liability of the Takaful Operator for compensation and claimant's costs and expenses in respect of any one Claim first made against the Participant and notified to the Takaful Operator during the Certificate Period shall not exceed the Limit of Indemnity/Liability. The

aggregate liability of the Takaful Operator under this Certificate will not exceed the Maximum Aggregate Limit of Indemnity for all Claims first made against the Participant and notified to the Takaful Operator during the Certificate Period.

- 2.3. The limit(s) of indemnity/liability stated in the Certificate schedule provides cover for the total of all claims made during the Certificate period
- 2.4. Legal costs and expenses incurred in defense of a case, with the prior consent of the Takaful Operator, are also payable, subject to the overall limit of indemnity selected. This also includes any subsequent damages awarded
- 2.5. The Participant shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Takaful Operator, who shall be entitled at any time to take over and conduct in the name of the Participant the defense or settlement of any claim. Nevertheless the Participant shall not be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the Participant and the Takaful Operator) shall advise that such proceedings should be contested.
- 2.6. If the Participant shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claims hereunder shall be forfeited.
- 2.7. Jurisdiction: Maldives
- 2.8. This Certificate Wording maybe cancelled by the Participant by serving at least fifteen (15) days' notice to Takaful Operator, such notice to state when thereafter cancellation shall become effective. In such event, provided no claim has been made during the current Certificate Wording 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 less any reasonable inspection charges the Takaful Operator's may have incurred.

Note: If a claim or claims have been notified, then any contribution will only be returned if the Takaful Operator (and not the Participant) are cancelling the certificate.

- 2.9. 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.

3. EXCLUSIONS / LIMITATIONS

- 3.1. Death, bodily injury or damage to property unless arising from neglect, error or omission in performing the specified profession/practice
- 3.2. Any business activity other than as detailed in the Certificate schedule
- 3.3. Deductible / Excess
- 3.4. Any type of work undertaken which has not been declared to and accepted by the Takaful Operator
- 3.5. Any claims, circumstances or shortcomings in your work which you know about or ought reasonably to have known about prior to inception of the Certificate are excluded unless notified previously.
- 3.6. Any claims caused by the transmission of a computer virus by you are excluded.
- 3.7. Unless requested, this Certificate will only cover you for the specified business activities from the date the Certificate is taken out.
- 3.8. Cover is restricted to the location(s) as mentioned in the Certificate schedule
- 3.9. Prior claims or known circumstances
- 3.10. Only civil liability claims are covered. Any liability arising out of any criminal act or act committed in violation of any law or ordinance is not covered.
- 3.11. This Certificate shall not indemnify the Participant against any liability costs or expenses directly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
- 3.12. Any liability caused by or contributed to or arising from:
 - (i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 3.13. Any liability in respect of which the Participant is entitled to indemnity under any other insurance/Takaful except in respect of any excess beyond the amount which would have been payable under such other insurance/Takaful had this Certificate not been effected.
- 3.14. Fines, penalties, punitive, multiple or exemplary damages.
- 3.15. Any liability arising out of the deliberate, conscious or intentional disregard by the Participant of the need to take all reasonable steps to avoid and prevent losses, claims or legal proceedings.
- 3.16. Employer's liability arising directly or indirectly from or in respect of:
 - (a) the death, bodily injury, disease or illness of any Participant arising out of or in the course of or in respect of his/her employment;
or
 - (b) A breach of any obligation owed by a Participant to a Participant.
- 3.17. Contractual liability, provided that:
 - (a). the Takaful Operator will not be liable for any liability assumed by the Participant under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the Participant in the absence of such agreement; and
 - (b) Where a Claim is an alleged breach of contract the Takaful Operator will not reduce their liability by the mere fact that contributory negligence is not available as a defense.
- 3.18. Directors and officers liability arising directly or indirectly from or in respect of the Participant's functions and duties as a director and/or officer of the Participant or any legal entity, corporation or other incorporated body.
- 3.19. Terrorism arising directly or indirectly from or in respect of:
 - (a) Any Act of Terrorism; or
 - (b) Any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 3.20. This Certificate does not cover any claims arising from libel or slander

4. PARTICIPANT'S RESPONSIBILITIES

Your contribution and Takaful cover will be based on the details you provide to us. This product meets the demands and needs of those who wish to cover their business for professional indemnity. The information you provide and on which the contribution is based is a record of your demands and needs particular to your specific circumstances. You are responsible for providing complete and accurate information, which Takaful Operator require in connection with any application for Takaful cover. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your Certificate. This is particularly important before taking out a Certificate, but it also applies throughout the life of a Certificate.

- i. If you fail to disclose any material fact or other information material to the Takaful this could invalidate the Certificate and mean that claims may not be paid.
- ii. You should read and check all Takaful documents issued to you and ensure that you are aware of the cover, limits and other terms that apply.
- iii. You have an obligation to take reasonable steps to mitigate any loss.

5. EXTENDED REPORTING PERIOD CLAUSE

If the Participant fails to renew the Certificate after expiry for any reason and the Participant shall not have an alternative professional indemnity Certificate then existing, then the Participant shall be entitled to a period of 30 days to notify claims or circumstances to the Takaful Operator provided that:

- i. Nothing in this clause shall extend the cover afforded by the Certificate after the expiry date.
- ii. The Certificate terms, exceptions and conditions shall continue to apply during the Extended Reporting Period.