

## PUBLIC LIABILITY TAKAFUL

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

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

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

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

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

### IMPORTANT POINTS

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

#### 1. UNDERTAKING TO DONATION

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

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

#### 2. All sums which the Participant shall become legally liable to pay for compensation in respect of

- 2.1. bodily injury to or illness or disease of any person
- 2.2. loss of or damage to property arising from the Business and occurring during the Period of Indemnity and happening or caused within the Geographical Limits.

#### 3. All costs and expenses of litigation

- 3.1. covered by any claimant against the Participant
- 3.2. incurred with the written consent of the Takaful Operator in respect of a claim against the Participant for compensation to which the indemnity expressed in this contract applies

#### 4. INDEMNITY OF PRINCIPALS

As far as concerns injury illness disease loss or damage for which the Participant is responsible and happening in connection with the carrying out of work for any Principal the Takaful Operator will at the request of the Participant treat the Principal as though he were also the Participant under this contract provided that the Principal shall observe fulfill and be subject to the Terms Limits Exceptions Provisions Conditions and the Jurisdiction Clause of this contract

#### 5. LIMITS OF INDEMNITY

The liability of the Takaful Operator under this contract for all compensation payable

- (a) to any claimant or any number of claimants in respect of a arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Schedule as Limit of Indemnity (A)
- (b) in respect of all injury illness disease loss and damage occurring during any one Period of Indemnity shall not exceed the sum specified in the Schedules as Limit of Indemnity (B)

## 6. JURISDICTION CLAUSE

The indemnity provided by this Certificate Wording shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Stated Territory nor to orders obtained in the said Court for the enforcement of judgments made outside the Stated Territory whether by way of reciprocal agreements or otherwise

## 7. EXCEPTIONS

The indemnity expressed in this Certificate Wording shall not apply to

- 7.1 Liability in respect of injury illness disease loss or damage which results from a deliberate act or omission of the Participant and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- 7.2 Liability assumed by the Participant by agreement and which would not have attached in the absence of such agreement.
- 7.3 Liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the Participant if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Participant or any sums payable by the Participant under legislation relating to occupational injury or illness or disease.
- 7.4 Liability in respect of loss of or damage of property
  - (a) belonging to the Participant
  - (b) in the charge or under the control of the Participant or any servant or agent of the Participant
  - (c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any stream turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Participant or any servant or agent of the Participant
- 7.5 liability in respect of the injury to or illness or disease of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
- 7.6 liability in respect of injury illness disease loss or damage arising from the ownership possession or use by or on behalf of the Participant of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance/Takaful is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
- 7.7 liability in respect of injury illness disease loss or damage caused by or in connection with or arising from
  - (a) any vessel or craft or aircraft not specified in the Schedule under the heading of Plant owned or possessed or used by or on behalf of the Participant or the loading or unloading thereof
  - (b) any lift elevator escalator hoist or crane owned or used by the Participant or for the maintenance of which the Participant is responsible unless specified in the Schedule under the heading of Plant
  - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
  - (d) any commodity article or thing supplied repaired altered or treated by or to the order of the Participant and happening elsewhere than at any of the Participant's premises
- 7.8 liability directly or indirectly occasioned by or through or in consequence of pollution or contamination
- 7.9 liability directly or indirectly occasioned by or through or in consequence of
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
  - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
  - (c) 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
  - (d) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by the force of any de jure or de facto Government or to the influencing of it by terrorism or violence

or loot sack or pillage in connection with any of the aforementioned occurrences
- 7.10
  - (a) liability directly or indirectly caused by or contributed to be or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
  - (b) liability directly or indirectly caused by or. contributed to be or arising from nuclear weapons material

## 8. SUPPLEMENTARY PROVISIONS

- 8.1 Property in the charge of or under the control of the Participant or any servant of the Participant shall not include buildings temporarily occupied for the purpose of work thereon
- 8.2 The Business shall include the provision and management of canteen social sports and welfare organizations for the benefit of the Participant's employees and first aid fire and ambulance services
- 8.3 The Participant shall include
  - a. in the event of the death of the Participant any personal representative of the Participant in respect of liability incurred by the Participant
  - b. if the Participant so requests

- (i) any director of the Participant
- (ii) any officer or member of the Participant's social sports or welfare organization first aid fire or ambulance services in his respective capacity as such

Provided that such representative director officer or member shall observe fulfill and be subject to the Terms Limits Exceptions Provisions Conditions and the Jurisdiction Clause of this Certificate Wording

## 9. CONDITIONS

- 9.1. This Certificate Wording 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 Certificate Wording or of the schedule shall bear such specific meaning wherever it may appear
- 9.2. In the event of any occurrence which may give rise to a claim of indemnity under this Certificate Wording the Participant shall as soon as possible give notice thereof to the Takaful Operator in writing Every letter claim writ summons and process shall be notified or forwarded to the Takaful Operator immediately on receipt
- 9.3. The Participant shall not without the consent in writing of the Takaful Operator repudiate liability negotiate or make any admission offer promise or payment in connection with any occurrence or claim and the Takaful Operator shall be entitled if it so desires to take over and conduct in the name of the Participant the defense of any claim or to prosecute in the name of the Participant at its own expense and for its own benefit and claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Takaful Operator may require.
- 9.4. The Takaful Operator may in the case of any occurrence pay to the Participant the maximum sum payable under this Certificate Wording in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Takaful Operator shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment
- 9.5. If at the time of any occurrence or claim there is or but for the existence of this Certificate Wording would be any other Certificate Wording of indemnity or insurance in favor of or effected by or on behalf of the Participant applicable of such occurrence or claim the Takaful Operator shall not be liable under this Certificate Wording to indemnify the Participant in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Certificate Wording not been effected
- 9.6. If the contribution for this Certificate Wording has been calculated on any estimates furnished by the Participant the Participant shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Takaful Operator to inspect such record and shall within one month from the expiry of every Period of Indemnity supply to the Takaful Operator a correct statement so that the contribution for the period shall be calculated and the difference paid by or allowed to the Participant as the case may be.
- 9.7. The Participant shall take all responsible precautions to prevent injury illness disease loss or damage which may give rise to a claim under this Certificate Wording.
- 9.8. The Takaful Operator shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent the Takaful Operator may give notice in writing to the Participant and thereupon all liabilities of the Takaful Operator in respect thereof or arising therefrom shall be suspended If at any time anything shall occur materially affecting the risk covered hereunder the Participant shall within seven days give notice in writing to the Takaful Operator.
- 9.9. 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 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.

- 9.10. All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Takaful Operator If the Takaful Operator shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 9.11. The due observance and fulfillment of the Terms Provisions Conditions and endorsement of this Certificate Wording by the Participant insofar as they relate to anything to be done or complied with by him and the truth of the statements and answers in the proposal made by the Participant shall be conditions precedent to any liability of the Takaful Operator to make any payments under this Certificate Wording.

9.12. 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.

## 10. ENDORSEMENTS

The following Endorsements only apply to this Certificate Wording when specifically mentioned in the Schedule

### 10.1. CROSS LIABILITIES

Where more than one party comprises 'the Participant' each of the parties shall for the purposes of this Certificate Wording be considered as a separate and distinct unit and the words 'the Participant' shall be considered as applying to each party in the same manner as if a separate Certificate Wording has been issued to each of the said parties.

The maximum amount payable by the Takaful Operator for damages in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause irrespective of the number of parties claiming indemnity hereunder shall not exceed the amounts stated in the Schedule as the Limits of Indemnity.

### 10.2. OVERSEAS VISITS

It is hereby declared and agreed that the indemnity provided by this Certificate Wording shall extend to include the Participant's legal liability arising from occasional visits outside the Geographical Limits by any of the Participant's employees or directors in connection with Participant's Business provided that such liability occurs during the Period of Indemnity and such employees or directors shall observe fulfill and be subject to the Terms Limits Exceptions Provisions Conditions and the Jurisdiction Clause of this Certificate Wording.

