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Hajj & Umrah Takaful

This is a general Takaful plan managed by Ayady Takaful – Allied Islamic window.

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where participants like you agree to assist each other financially in case of certain defined needs. With this intention in mind, a portion of your contribution will be deposited in to Participants' Risk Fund (PRF) on the basis of Tabarru' (donation). The PRF is for the collective benefit of all its participants and provides a means of financial protection through the principles of Takaful.

This General Takaful plan is managed in accordance to the Shariah principles guided by our Shariah Board.

IN RESPECT of YOU having applied to AYADY TAKAFUL (hereinafter referred as "the Takaful Operator") to cover Your Journey by an application and a declaration which shall be the basis of this contract, and paid the contribution as shown in the Schedule, the Takaful Operator will manage this Takaful plan under the principle of WAKALAH (agency), 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 YOU will be compensated by the Takaful Operator for loss damage or expense in the proportions manner and to the extent hereinafter provided.

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 (JU'ALA).

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.

1. 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.

2. Health Condition

- 2.1 Nature of coverage: This certificate is not a general Travel Takaful Plan or Health Takaful Plan. Coverage is intended for use by the participant in the event of a sudden and unexpected sickness or any injury / ies. due to an accident arising when the participant is outside of his/her home country, Maldives for the purpose of Hajj/ Umra
- 2.2 Pre-existing Exclusion: This certificate does not cover claims for any medical services arising from a pre-existing medical condition as defined in this document.
- 2.3 General Health Exclusions: No claims under this certificate will be paid where the participant
- 2.3.1 is traveling against the advice of a physician; or
 - 2.3.2 is receiving, or on a waiting list for treatment, or awaiting the results of medical tests or investigations for medical treatment declared by a physician; or
 - 2.3.3 is traveling for the purpose of obtaining treatment; or
 - 2.3.4 has received a terminal prognosis for a medical condition.

3. Repatriation

The Takaful Operator reserve the right to repatriate when in the opinion of the doctor in attendance and the Takaful Operators' medical advisors, if the participant is fit to travel.

4. Certificate limits and excesses

This certificate has specific limits on the amount the Takaful Operator will pay.

All claims will be subject to an excess. This means that the Takaful Operators will not be liable for the first part of the claim. The amount of excess has to be paid by the participant.

5. Cancellation

This certificate may be cancelled by the Participant by notifying the Takaful Operator in writing before start of the journey. In such event, Participant shall be entitled for a return in full of the amount refundable. This policy may be cancelled by Takaful Operator by giving written notice of cancellation to the Participant at the business address given, but before the beginning of the journey and the participant shall be entitled for a return in full of the amount refundable.

Note: If the Takaful certificate is cancelled upon request of the participant, a cancellation fee of MVR 100 will be charged to compensate any administrative costs incurred.

6. Share of Net Surplus

If at the end of the period of Takaful stated in the schedule 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 on pro rata basis 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 must be entitled for a surplus share of minimum MVR 100.

7. Eligibility

This certificate is valid for Pilgrims who are going to Saudi Arabia for the purpose of Hajj and Umrah only.

8. WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

In the event of a participant dying, incurring medical expenses, being involved in an accident, or to be admitted to hospital, contact our correspondent nearest or our CUSTOMER SERVICE OFFICER immediately.

Our correspondent or CUSTOMER SERVICE OFFICER will provide complete assistance service to the participant.

9. Claim Procedure

If any loss or event that is covered by this Takaful plan occurs during the covered period/during Hajj & Umrah trip, the Participant shall within sixty (60) days of such occurrence, give written notice to the Takaful Operator stating full particulars of the loss/event, including all original bills and receipts.

EMERGENCY TELEPHONE NUMBERS OF 24 HOURS CUSTOMER SERVICE CENTER

Takaful Operator Customer Service Center:

24 Hours Hot Line: +960 301 8000
Fax: +960 33 101 10
Email: health@ayady.mv
info@ayady.mv
cashless@ayady.mv

10. THE TAKAFUL PLAN DEFINITIONS

Wherever the following words or phrases appear within this certificate, they will always have the same meaning:

9.1 The Participant

Any person who is included on the certificate, and for whom appropriate contribution has been paid. The term 'his' shall be held to mean 'her' where appropriate.

9.2 Home Country

Shall mean the Republic of Maldives.

9.3 Sum Covered

This is the maximum payable for each participant under each section of this takaful plan as specified in the schedule of cover.

9.4 Medical Advisors

Medical practitioners appointed by the Takaful Operator

9.5 Emergency Medical Expenses

Expenses that in the opinion of the treating physician is medically necessary in order to maintain life and/or relieve immediate pain or distress for illness, disease or accident first manifested or occurring during an participant trip that commences during the period of takaful.

9.6 Period of Takaful

Takaful commences when the participant departs the Maldives or on date of participation in the takaful plan whichever is the later.

Under all sections, this takaful will terminate at the earliest of the following:

- 1) the expiry of the certificate period;
- 2) Arrival of the participant to his home country.

In the event of a covered injury, illness or accident occurring during the period of takaful where the participant is medically incapable of returning to his home country, this takaful will be extended for a maximum of 30 days from the end of the period of takaful, for the treatment of emergency medical expenses only, provided that TAKAFUL OPERATOR has authorized such extension.

9.7 Pre-existing medical condition

Any sickness for which the participant has previously taken medication, treatment or sought medical advice at any time during the 24 months prior to the participation in the takaful plan.

9.8 Excess

The excess is the first amount of each claim, for each separate incident, payable by the participant. Excess amounts are shown in the schedule of benefits.

9.9 Accident

Accident means a sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, results directly, immediately and solely in physical bodily injury which results in a loss. In no event shall the contracting of any disease and/or illness (including, but not limited to heart attack, stroke or cancer), nor the injection or ingestion of any substance, be considered an accident. An event which directly or indirectly exacerbates a previously existing physical bodily injury, shall not be considered an accident.

9.10 Loss of Limb

Loss of limb(s) means loss by physical severance of a hand at or above the wrist, or a foot at or above the ankle.

9.11 Loss of sight

Loss of sight means the complete and irrecoverable loss of sight of one or both eyes.

9.12 Relative

Relative means spouse, parent, parent-in-law, son, daughter, brother, sister.

9.13 Permanent Total Disablement

Permanent total disablement means disablement which from the moment of accident entirely prevents the participant from attending to any business or occupation of any and every kind and which lasts 12 calendar months and at the expiry of that period is in the opinion of the takaful operators' medical advisors beyond expectation of improvement.

9.14 **Carrier**

The scheduled airline; shipping line; railway coach and bus operator, car rental and taxi operator with whom the participant has arranged to travel.

9.15 **Valuables**

Photographic equipment, audio, video, telecommunication and computer equipment of any kind, telescopes and binoculars, spectacles and contact lenses, antiques, jewellery, watches, furs, silk, leather goods, animal skins, precious stones and articles made of or containing gold, silver or other precious metals.

9.16 **Jurisdiction**

This takaful shall be governed by the Laws of Maldives.

10. SECTION A – Personal Accident

The Takaful Operators will pay the participant or his estate, the maximum benefits as shown in the schedule of benefits for the permanent total disablement resulting from an accident sustained by the participant:

Loss must occur within 180 days of the date of accident. Where more than one loss is suffered, the total benefit payable shall not exceed the maximum benefit amount shown in the schedule of the certificate.

11. SECTION B – Medical and Emergency Expenses

The Takaful Operator will provide/organize emergency medical treatment up to the amount shown in the schedule of benefits necessary as a result of the participant sustaining accidental bodily injury or becoming ill:

11.1 Cost of medical, surgical or hospital treatment (including out-patient prescribed medicines).

11.2 Cost of transporting the remains (in case of death) of a participant to his home country, or the cost of funeral in the Saudi Arabia up to MVR 45,000.

11.1 The Takaful Operator shall not be responsible for;

11.1.1 The excess for each claim for each separate incident as shown in the schedule of cover.

11.1.2 Claims arising directly or indirectly as a result of a pre-existing medical condition;

11.1.3 Claims arising if a participant is travelling against the advice of a medical practitioner.

11.1.4 Claims arising for treatment or surgery which in the opinion of the Takaful Operator's medical advisors is not essential or can reasonably be delayed until the participant's return to his home country;

11.1.5 Claims arising from medical treatment of any kind received after a participant has returned to his home country;

11.1.6 Claims arising from medical treatment of any kind received in Saudi Arabia where the participant qualifies for state healthcare unless this is in excess of the state healthcare provisions.

11.1.7 Claims except at the usual, customary and reasonable level of charges for such services or claims that are not medically necessary.

12. SPECIAL NOTE

In the event of a participant dying, incurring medical expenses in excess of MVR 7,000, being involved in an accident, or being admitted to hospital, Takaful Operator must be advised immediately by participant's family member/s and compensation shall only attach for expenses agreed by them. Failure to notify Takaful Operator will prejudice the Takaful Operator's rights and Takaful Operator may reject such claims.

13. SECTION C – Hospital Benefits

The Takaful Operators will pay the participant the benefits shown in the schedule of benefits for which the participant is an in-patient in a hospital, as a result of an accidental injury or illness.

14. SECTION D – Loss of Checked baggage

The Takaful Operators will pay the benefits up to the limit shown in the schedule of benefits in the event of the participant suffering a total loss of or damage to baggage that has been checked in. The Takaful Operators reserve the right to replace or pay the intrinsic value of any lost article.

Takaful operators shall not be responsible for:

14.1 Partial loss or damage to checked in baggage. However, total loss of or damage to an individual unit(s) of baggage shall not be construed as falling within this exclusion.

14.2 Items valued in excess of MVR 1,500 without proof of ownership, Such proof shall be presented to Takaful operator when submitting your claim.

14.3 Claims for valuables in "checked-in" baggage;

14.4 Claims arising from delay, detention, seizure or confiscation by customs or other officials;

Specific conditions applicable to Section D;

14.5 The benefit payable in respect of any one article, pair or set is limited to MVR 1,500

14.6 In the event of loss of property whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovering the loss which must be presented to Takaful operator when submitting your claim.

15. SECTION E – Delay of Checked Baggage

Takaful operators will reimburse the participant for the cost of purchase of essential items, up to the maximum as shown in the schedule of benefits should baggage be delayed in transit on the outward journey for more than 12 hours. Payment made under this heading will be set against the amount of any claim arising if the baggage is permanently lost. The participant must supply receipts for the items purchased and confirmation from the carrier of the length of and reasons for the delay.

Takaful operators shall not be responsible for:

15.1 Any claims where a non-delivery certificate has not been obtained immediately from the airline. Such proof of delay must be submitted to Takaful operator in the event of a claim under this section.

15.2 Any claims unless the participant person can provide proof of purchase for all emergency items reimbursable under this section.

15.3 Claims arising from delay, detention, seizure or confiscation by Customs or other officials;

Specific Condition: Any payment made under Section C shall be offset against any claim ultimately payable under Section D.

16. SECTION F – Loss Of Passport

Takaful Operators shall be responsible for the reimbursement of actual expenses up to the limit shown in the schedule of benefits which are necessarily and reasonably incurred by the participant in connection with obtaining permits to travel in the event that the participant /s lose/s their passport/s.

Takaful operators shall not be responsible for

16.1 Loss of or damage to passport due to delay or from confiscation or detention by customs, police or other authority.

16.2 Theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained.

16.3 Loss or theft of passport left unattended by the participant person unless located in a locked hotel room or apartment and an appropriate sized safety deposit box was not available for use by the participant person.

16.4 The excess amount as stated in the schedule. The excess shall apply to each covered event and shall be paid by the participant.

16.5 Reimbursement of expenses unless a valid receipt is obtained and presented when submitting your claim.

17. SECTION G – Loss of Money and Valuables

Takaful Operator will reimburse up to the maximum amount stated in the schedule of benefits if Money and valuables held by the participant for his own personal use is lost or stolen during a Hajj/Umrah trip whilst:

17.1 Being carried by the participant; or

17.2 Left in a safe or safety deposit box.

17.3 Special Condition

Loss or theft MUST be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and We MUST be provided with a copy of the original written police report and report to the hotel management as applicable.

17.4 The Takaful operator shall not be responsible for:

17.4.1 More than the amount stated in the Schedule of benefits for cash.

17.4.2 for traveler's cheques:

17.4.3 Delay, detention, seizure or confiscation by customs or other officials.

17.4.4 for depreciation in value or shortage Due to any error or omission.

17.4.5 The Excess/deductible.

18. SECTION H – Personal Liability

The Takaful Operators will indemnify the participant up to the amount as shown in the schedule of benefits.

The Takaful Operators will indemnify the participant up to the amount as shown in the schedule of benefits for the legal liability of the participant for accidental injury to third parties and/or accidental damage to their property. This cover is applicable only in respect of liability under the law of Kingdom of Saudi Arabia.

The Takaful operators shall not be responsible for:

18.1 The excess for each claim for damage to property for each separate incident as shown in the schedule of benefits;

18.2 Claims arising directly or indirectly from happening through or in consequence of:

- 18.2.1 Employer's liability, contractual liability, or liability to a member of the participant's family or travelling companion;
- 18.2.2 Animals belonging to, or in the care, custody or control of the participant;
- 18.2.3 Wilful, malicious or unlawful acts or the use of firearms;
- 18.2.4 The pursuit of trade, business or profession;
- 18.2.5 Ownership or occupation of land or buildings; or
- 18.2.6 The influence of intoxicating liquor or drugs;
- 18.2.7 Claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft or any mechanically propelled conveyance;

18.3 Claims for legal fees and costs resulting from any criminal proceedings.

19. SPECIAL NOTE

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the participant without the written consent of the Takaful operators who shall be entitled, if they so desire, to take over and conduct, in the name of the participant, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Takaful Operators shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims and the participant shall, wherever possible, give all such information and assistance as the Takaful Operators require.

20. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE TAKAFUL

The takaful operators shall not be responsible for claims arising:

- 20.1 Directly or indirectly by, happening through or in consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of, or damage to property by or on the order of any Government, Public or Local Authority except as specifically provided herein to the contrary;
- 20.2 From loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising therefrom, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - 20.2.1 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 20.2.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 20.3 From Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex and/or any illness arising as complications from these conditions;
- 20.4 From the participant engaging in any illegal or criminal act;
- 20.5 From any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this takaful;
- 20.6 Directly or indirectly out of financial incapacity of the participant.
- 20.7 Which but for the existence of this takaful, would be covered under any other takaful certificate(ies), including any amounts recovered by the Participant from private health takaful, any reciprocal health agreements, airlines, hotels, home contents takaful operators or any other recovery by the participant which is the basis of a claim;
- 20.8 From the carrier or any other company, firm or person either becoming insolvent, or being unable or unwilling to fulfil any part of their obligation of the certificate;
- 20.9 Any activity that requires a degree of skill or involves a greater risk including but not limited to all wintersports (other than snow ski-ing when an additional contribution is paid), racing (other than on foot), mountaineering with the use of ropes, pot-holing, caving, hang-gliding, micro-lighting, paragliding, parachuting, bungee-jumping, diving with the use of breathing apparatus, go-karting, motor racing or motor cycling above 50cc;
- 20.10 From suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life). Mental disorder, stress or depression, venereal infection or the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor;
- 20.11 From an participant being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft in which an participant is travelling as a passenger and not for the purpose of undertaking any trade or technical operation therein or thereon;
- 20.12 From the participant's exposure to a peril. The participant must exercise reasonable care to prevent illness, injury or loss of or damage to his property as if unparticipant;
- 20.13 Directly or indirectly from the participant being engaged in any manual employment after the commencement of the trip;
- 20.14 Which have not been conclusively proven and the amount thereof substantiated;

20.15 As a result of any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this takaful arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of:

20.15.1 The date change to a year and/or;

20.15.2 Any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date.

21. CONDITIONS APPLICABLE TO ALL SECTIONS OF THE CERTIFICATE

21.1 All certificates, information and evidence required by the Takaful Operators shall be provided at the expense of the participant. The participant shall when required, submit to a medical examination on behalf of the Takaful Operators at the participant's expense. In the event of death of the participant, the Takaful Operators may require a post-mortem examination. Any items for which a claim is made for loss or damage shall be retained for Takaful Operators' inspection if required at the expense of the participant. All such items shall become the property of the Takaful Operators following final settlement of the claim.

21.2 In the event of any occurrence which may give rise to a claim under this takaful, the participant shall take all reasonable steps to minimise any loss arising out of such claim.

21.3 This takaful is non-transferable. Should the journey be cancelled prior to departure for any reason whatsoever other than those set out in Section D of the certificate then the takaful cover terminates immediately and the contribution is neither apportionable nor refundable.

21.4 The takaful operators may, at their own expense, take proceedings in the name of the participant to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this certificate and any amount so recovered shall belong to the takaful operators.

21.5 If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this certificate, all benefits thereunder as well as all contributions paid shall be forfeited.

21.6 In the event that the participant experiences a problem with the certificate or the claims process, the participant may contact the offices of takaful operators at:

22. Definitions

22.1 "Accident" or "Accidental" means an unforeseen and unexpected event of violent, external and visible nature.

22.2 "Carrier" means:

22.2.1 any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or any other public transportation provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers;

22.2.2 any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial helicopters;

22.2.3 any regularly scheduled airport limousine operating on fixed routes and schedules;

22.2.4 motorcycles are excluded.

22.3 "Hospital" means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:

22.3.1 operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;

22.3.2 admits resident in-patients only under the supervision of a Physician or Physicians, one of whom is available for consultant at all times;

22.3.3 maintains organized facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;

22.3.4 provides a full time nursing service only under the supervision of a Physician or Physicians, one of whom is available for consultation at all times;

22.3.5 maintains a licensed Physician in residence, but the meaning "Hospital" shall not include the following:

i) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;

ii) a place for the aged; a rest home; a place for drug addicts or alcoholics; or

iii) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.

- 22.4“**Loss of Sight**” means the total and irrecoverable loss of all sight of an eye or eyes rendering the participant absolutely blind beyond remedy by surgical or other treatment.
- 22.5“**Loss of Limb**” means loss by physical separation at or above the wrist or ankle joint, or total loss of use.
- 22.6“**Participant**” means the proposer in whose name the coverage is granted under this certificate.
- 22.7“**Period of Takaful**” shall have the meaning as stated in the Schedule of Benefits subject to the maximum duration of trip. The cover shall commence when the participant leaves his Place of Residence or Place of Business, whichever is later.
- 22.8“**Permanent Total Disablement**” means that the participant is permanently and completely unable to engage in any work. Occupation or profession for any compensation, remuneration, profit or gain for the remainder of his life due to an Accidental Bodily Injury.
- 22.9“**Pre-existing Condition**” means injury, sickness, disease or medical condition which existed before the Period of Takaful in respect of a participant and which presented signs or symptoms of which the participant was aware or should have reasonably been aware.
- 22.10 “**Medical Advisors**”, “**Medical Practitioner**”, “**Physician**”, or “**Doctor**” means a practitioner or advisor of medicine duly qualified and legally registered as such under the laws of the Kingdom of Saudi Arabia in which the claim arises and where the treatment takes place.
- 22.11 “**Schedule of Benefits**” is the document issued for each participant which forms part of the Certificate.

