



TAKAFUL IKHLAS SDN BHD (593035 U)

9th floor, Bangunan Malaysian Re, No. 17, Lorong Dungun, Damansara Heights, Locked Bag 10994, 50490 Kuala Lumpur.
tel: 03-2084 1000 fax: 03-2093 1192 website: www.takaful-ikhlas.com.my

(A subsidiary of Malaysian National Reinsurance Berhad)

CERTIFICATE FOR FIRE TAKAFUL

IN CONSIDERATION of the Participant named in the Schedule hereto paying to Takaful Ikhlas Sdn Bhd (hereinafter called the Company) the Contribution mentioned in the said Schedule.

THE COMPANY AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Covered described in the said Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the Period of Takaful stated in the Schedule or of any subsequent period in respect of which the Participant shall have paid and the Company shall have accepted the Contribution required for the renewal of this Certificate, the Company will pay or make good to the Participant the value of the Property Covered at the time of the happening of its destruction or the amount of such damage.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfilment of the terms conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

CONDITIONS

1. If there be any material misdescription of any of the property hereby covered, 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 Company 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 Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Participant.
3. The Participant shall give notice to the Company of any Takaful or Takafuls 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 Insurances be stated in or endorsed on this Certificate by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this Certificate shall be forfeited.
4. All Takaful under this Certificate
 - (1) on any building or part of any building,
 - (2) on any property contained in any building,
 - (3) 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 or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave 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(1) 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 8(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.

- 5(2) 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(2) 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) or 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.
 - (e) Any act of terrorism
- For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or 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 purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 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 Company 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. This Takaful does not cover any liability for:
- Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property covered caused by
- (i) pollution or contamination which itself results from a contingency hereby covered against.
 - (ii) any contingency hereby covered against which itself results from pollution or contamination.
8. 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 RM500/-
 - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or 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 through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes 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, lalang, prairie, pampas or jungle, and the clearing of lands by fire.
9. Under any of the following circumstances the Takaful ceases to attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Certificate, by or on behalf of the Company
- (a) If 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 thirty (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.
 - (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Participant's property is situated has been issued.
10. 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 Certificate, 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.

11. This Takaful may be terminated at any time at the request of the Participant, in which case the Company will refund the balance of the General Risk Investment Account (GRIA) for the unexpired period of cover, plus surplus, if any, less related expenses. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Participant at his last known address, in which case the Company shall be liable to repay on the same basis as described earlier.
Note: A handling fee of RM10.00 will be charged in the event of cancellation made by the participant.

12. On the happening of any loss or damage the Participant shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

(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 Takaful/Insurance, if any.

The Participant shall also at all times at his own expense produce, procure and give to the Company 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 Company as may be reasonably required by or on behalf of the Company 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.

13. The Takaful under this Certificate extends to include:-

(a) wages of the Participant's employees other than full-time members of a Works Fire Brigade.

(b) the cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically covered.

(c) Fire Brigade charges.

Provided always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property covered by this Certificate or immediately threatening to involve such property.

14. On the happening of any loss or damage to any of the property covered by this Certificate, the Company 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 Company 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 Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Participant 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 Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this Certificate shall be forfeited.

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

15. 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 wilful 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 (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of Condition 22 of this Certificate) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Certificate shall be forfeited.

16. The Company 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 Operators or Insurers in so doing; but the Company 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 Company 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 Company thereon.

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

If in any case the Company 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 Company 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.

17. In the event of a loss to the property covered (other than stock and building item) herein, the Company shall pay the covered value or the market value of the covered property, whichever is the lower, subject to the deduction of any excess and amounts which the Participant is required to bear under the Certificate. For the purpose of this condition, the term market value shall mean the value of the property covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the covered property shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the covered property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the covered property, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act 1984 or Registered Valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the covered property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Takaful Act 1984 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the covered property in any legal proceedings against the Company.

18. The Participant shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company 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 Company.
19. 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 Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
20. 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 Takaful Operator 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.
21. In the event of a loss, the Takaful hereunder shall be maintained in force for the full sum covered and the Participant shall be liable to pay an additional Contribution at the rate stated on the Certificate calculated on the amount of loss on a pro rata basis from the date of such loss to the expiry of the current Period of Takaful.
22. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
23. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
24. Every notice and other communication to the Company required by these Conditions must be written or printed.
25. This Certificate and the Schedule herein 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 or of the said Schedule shall bear such meaning wherever it may appear.
26. If at the end of the Period of Takaful stated in the Schedule there is a net surplus in the Company's General Risk Investment Account (GRIA) Fund, the net surplus shall be shared between the Participant and the Tala'wani Account Pool (TAP) in the proportion as provided for in the Fire Takaful Proposal Form and declaration therein provided always that the Participant has not incurred any claim and/or not received any benefits under this Certificate whilst it is in force.

Note : If you have any complaints against the company , please forward them to :

Manager,
Compliance Department
Takaful Ikhlas Sdn Bhd
9th Floor, Bangunan Malaysian Re
No.17, Lorong Dungun, Damansara Heights
50990 Kuala Lumpur
Telephone no. : 03-20841093
E-mail address : complaints@takaful-ikhlas.com.my