

# IKHLAS PLATE GLASS CERTIFICATE

This Certificate and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear

**Whereas** the Participant by the Proposal which shall be the basis of and incorporated in this contract has applied to the Company for the coverage contained herein and has paid or agreed to pay the Contribution

**Now this Certificate witnesses** that subject to the terms contained herein or endorsed hereon if any of the Glass at the Premises shall during any Period of Takaful be broken by fracture extending through its entire thickness as the result of any accident or misfortune not hereunder excepted the Company will

- a) replace the broken glass with glass of similar quality or at its option pay to the Participant the value of the glass broken at the price current at the date of breakage less the value of any salvage
- b) pay the reasonable cost of any necessary temporary boarding up pending replacement of the broken glass **provided** that the Company's liability shall not exceed in aggregate in any one Period of Takaful the Total Sum Covered and for a) above in respect of each item the sum expressed in the Schedule to be insured thereon

## EXCEPTIONS

The Company shall not be liable in respect of

1. breakage occasioned by or traceable to
  - a) construction of or structural alterations to the Premises
  - b) alterations to or removal of any of the Glass
  - c) settlement or expansion or contraction of the Glass or frames or fittings due to climatic conditions
2. claims in respect of
  - a) damage to window frames or other fittings
  - b) the cost of removal and reinstatement of window fittings and other obstruction to replacement
  - c) glass which at the Commencement of the cover thereon is broken or damaged and not subsequently replaced
3. destruction or damage directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds
4. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
For the purpose of this exclusion only  
Combustion shall include any self-sustaining process of nuclear fission
5. any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6. any consequence of
  - a) fire explosion storm tempest hurricane cyclone tornado windstorm earthquake subsidence volcanic eruption or other convulsion of nature
  - b) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or riot or civil commotion

## Interpretation

For the purposes of this Certificate

1. Proposal shall mean any signed proposal form and declaration and any information in connection with this takaful supplied by or on behalf of the Participant in addition thereto or in substitution therefor
2. Sum covered shall be deemed to represent the replacement cost of the Glass including labour and materials

## Conditions

1. The Participant shall take all reasonable precautions to prevent breakage loss or damage
2. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Participant except to a transferee approved by the Company
3. In the event of any breakage loss or damage the Participant shall give immediate notice to the Company with full particulars thereof. If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from inferior artistic merit
4. The Company shall be entitled in the Company's or the Participant's name to take steps for securing from any person responsible for such breakage loss or damage reimbursement of any sums payable hereunder
5. The Participant shall give immediate notice to the Company of any alteration addition or change in any of the Glass or in the occupancy of the Premises and shall pay may additional contribution required by the Company
6. If at the time any claim arises reader this Certificate
  - a) there be any other insurance/takaful covering the same breakage loss or damage in the Company shall not pay more than its rateable proportion of such claim
  - b) the cost of replacing the Glass be greater than the Sum Covered the Participant shall be considered as being the Participant's own insurer for the difference and shall bear a rateable proportion of such claim. In the event of any claim this clause shall apply separately to each item affected
7. 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.
8. If any difference shall arise as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to arbitration according to the laws in force in the territory in which this Certificate is issued. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company
9. The due observance and fulfilment of the terms of this Certificate so far as they relate to anything to be done or complied with by the Participant and the truth of the Proposal shall be conditions precedent to any liability of the Company to make may payment hereunder.

### **IMPORTANT NOTICE**

The Certificate holder can seek redress against unfair market practices by the Company; in writing, to tile following service bureaus :

- 1 ) Mediator,  
insurance Mediation Bureau  
4<sup>th</sup> Floor, Wisma Harwant  
106, Jalan Tuanku Abdul Rahman  
50100 Kuala Lumpur  
Tel : 03-26939623 / 26939419  
Fax : 03-26936816

OR

- 2) Customer Services Bureau  
Bank Negara Malaysia  
Peti Surat 10922  
Jalan Dato' Onn  
50480 Kuala Lumpur

Tel: 03-26988044  
Fax : 03-26912990

stating clearly the complaints, name of insurance/takaful company, insurance/takaful Certificate number and to forward copies of the correspondence between the Certificate holder and the Insurer/takaful operator (if any).