



**TAKAFUL IKHLAS GENERAL BERHAD**  
201701019705 (1233870-A)

5th Floor, Bangunan Malaysian Re, No. 17, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur  
**T:** +603-2723 9696 **F:** +603-2723 9998 **Website:** [www.takaful-ikhlas.com.my](http://www.takaful-ikhlas.com.my)  
(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

**IKHLAS SME PROTECT TAKAFUL**

**SALAM SEJAHTERA AND THANK YOU**

For choosing Us as Your comprehensive Business cover Takaful provider.

**INTRODUCTION**

The Takaful Participant and the Company hereby agree that:

1. The Proposal shall be incorporated in and be the basis of the Takaful Certificate.
2. The Takaful Participant agrees to pay the Takaful Contribution in accordance with the Schedule.
3. The Proposal Form completed fully and faithfully shall be a condition precedent to any liability of the Company.
4. The Takaful coverage is subjected to the terms of this Takaful Certificate including provisions in respect of territorial limits and the Period of Takaful coverage specified in the Schedule.
5. The relationship between the Company and the Takaful Participant in this Takaful Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

**Notification of PIDM's Protection**

The benefits payable under eligible Takaful Certificate are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Takaful Ikhlas General Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

**DEFINITIONS**

Under this Takaful Certificate:

1. **"Benefits"** means the amount the Company will pay from the Risk Fund for a legitimate claim under this Takaful Certificate based on the Benefits description in the Schedule.
2. **"Burglary"** shall mean an actual theft or an attempt thereof
  - (a) accompanied by an actual forcible and violent entry into or exit from any building at the Premise or
  - (b) following assault or violence to any person or threat thereof.
3. **"Business"** shall include
  - (a) the ownership repair and maintenance of the Takaful Participant's own property
  - (b) the provision and management of canteen sports and welfare organisations for the benefit of the Takaful Participant's Employees and first aid fire and ambulance services
4. **"the Company, We, Us, Our"** means Takaful Ikhlas General Berhad, its successors or assigns including any subsidiaries wholly owned and associated with MNRB Holdings Berhad or any other appointed service providers.
5. **"Consequential Loss"** means financial loss.
6. **"Covered Event"** means one of the Perils listed under this Takaful Certificate.
7. **"Damage"** shall mean physical loss or Damage and shall include all resultant loss of use anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or Damage giving rise thereto.
8. **"Depreciation"** means the reduction in the value of the item or property due to Wear and Tear.
9. **"Employee"** shall mean any person under a contract of service or apprenticeship with the Takaful Participant;
  - (a) person hired to or borrowed by the Takaful Participant;
  - (b) self-employed person;
  - (c) person employed by labour only sub-contractor;while working for the Takaful Participant in connection with the Business.
10. **"Endorsement"** means written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
11. **"Excess"** means the amount the Takaful Participant must pay towards a claim before the Company pays. The amount will be stated on the Schedule or in any selected Optional Perils.
12. **"Fixtures and Fittings"** means items that are permanently attached to building of the Takaful Participant.
13. **"Flood"** means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.
14. **"Geographical Limits"** shall mean
  - (a) the territory defined in the Schedule
  - (b) elsewhere in the world but only in respect of Injury of Damage which arises out of the activities of a person whose normal place of residence is in the territory but is away for a short time in connection with the Business of the Takaful Participant.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

15. **"Indemnity"** means putting the Takaful Participant back to the Takaful Participant's same financial position immediately before the loss.
16. **"Injury"** shall mean bodily Injury disease or illness including death resulting therefrom.
17. **"Market value"** means the value of the property covered at the time of loss or Damage less allowance for Wear and Tear and/or Depreciation.
18. **"Money" (applicable to Burglary Takaful)** shall mean cash, bank notes, currency notes, cheques, postal and money orders, bill of exchange, giro cheques and drafts, credit company sales vouchers, luncheon vouchers, gift tokens, trading stamps, postage stamps and stamps of any other kind.
19. **"Money" (applicable to Money Takaful)** shall mean
  - (a) cash, bank notes, currency notes, uncrossed cheques other than pre-signed blank cheques, travellers cheques, uncrossed giro cheques, uncrossed postal and money orders, uncrossed bankers' draft, bills or exchange, luncheon vouchers, gift tokens, current trading stamps and current postage stamps
  - (b) crossed cheque, other than pre-signed blank cheques, crossed giro cheques and drafts, crossed postal and money orders, crossed bankers' drafts and credit company sales vouchers.belonging to the Takaful Participant or for which the Takaful Participant is responsible.
20. **"Open"** means anywhere at the Premise not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the Premise if such buildings are not able to be secured.
21. **"Perils"** means the source of the misfortune or disaster that causes Damage to the covered property.
22. **"Period of Takaful"** means the period of Takaful shown in the Schedule.
23. **"Personal Effects"** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
24. **"Pollutants"** shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acids alkalis bacteria chemical sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.
25. **"Premise"** means the land at the address shown on the Schedule on which the building is built.
26. **"Products"** shall mean all goods or Products supplied (including those supplied as part of any service rendered or contract work executed) by the Takaful Participant together with containers packaging and instructions supplied therewith.
27. **"Proposal"** means the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
28. **"Qard"** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
29. **"Risk Fund"** means a pool of fund based on the concept of Tabarru' providing mutual protection and indemnity among the Takaful Participants.
30. **"Schedule"** means the Takaful Certificate schedule where both the covered items and sum covered are specified.
31. **"Sum Covered"** shall mean the amount the Takaful Participants has covered on the Takaful Participant's property as shown on the Schedule.
32. **"Tabarru'"** means donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help all Takaful Participants in times of misfortune. In the context of the Company, Tabarru' will be allocated into the Participants' Risk Fund.
33. **"Takaful"** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.
34. **"Takaful Business"** means the business relating to the administration, management and operation of a Takaful Fund for its Takaful Participants which involve elements such as investments, savings and claims and Retakaful business and a reference to carrying on Takaful Business shall include all or any of the activities set out in paragraph 5(4)(a) of the Islamic Financial Services Act 2013.
35. **"Takaful Certificate"** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
36. **"Takaful Contribution"** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
37. **"the Takaful Participant"** means the person named in the Schedule as "the Takaful Participant".
38. **"Wakalah"** refers to a contract where a party, as principal (*muwakkil*) authorizes another party as his agent (*wakil*) to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, We are appointed as an agent (*wakil*) to carry out the Takaful Business and a Wakalah fee (*Ujrah*) to be paid to the Company.
39. **"Warranties"** means either restriction or obligation that the Takaful Certificate imposes on the Takaful Participant. A breach of a warranty will entitle the Company to reject the claim for loss or Damage or liability.
40. **"Wear and tear"** means Damage or a reduction in value through age, ordinary use or lack maintenance.
41. **"Working Hours"** shall mean the period during which the Premise are actually occupied for the purposes of the Business and during which the Takaful Participant or those of the Takaful Participant's Employees who are entrusted with Money are in the Premise.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### DUTY OF DISCLOSURE

The duty of disclosure is different for a Consumer Takaful Certificate and for a Non-Consumer Takaful Certificate.

They are separately outlined below:

#### **A. Consumer Takaful Contracts**

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this Takaful) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of Takaful has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this takaful) is inaccurate or has changed.

#### **B. Non-Consumer Takaful Contracts**

Where You have applied for this Takaful wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful.

You also have a duty to tell Us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this takaful) is inaccurate or has changed.

### SECTION 1: FIRE

The Company hereby agree with the Takaful Participant that if at any time during the Period of Takaful stated in the Schedule or during any subsequent period for which the Takaful Participant pays and the Company may accept the Takaful Contribution for the renewal of this Takaful Certificate, the Property Covered described in the said Schedule or any part of such property be destroyed or damaged by **FIRE** or **LIGHTNING**, the Company will pay or make good to the Takaful Participant the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage.

### EXCLUSIONS (APPLICABLE TO SECTION 1 ONLY)

1. This Takaful Certificate is not intended to and 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 Exclusion 2(f)) or by its undergoing any heating or drying process.
  - (c) Loss or Damage occasioned by or through or in consequence of the burning of property by order of any public authority.
  - (d) Loss or Damage occasioned by or through or in consequence of subterranean fire.
  - (e) Loss or Damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - (f) 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 exclusion only, combustion shall include any self-sustaining process of nuclear fission.
2. Unless otherwise expressly stated in the Takaful 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 domestic boilers and 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 Takaful 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.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

3. 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.
- 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 Takaful 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 Takaful Participant.
4. This Takaful coverage 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:
- (a) pollution or contamination which itself results from a contingency hereby covered against.
  - (b) any contingency hereby covered against which itself results from pollution or contamination.
5. This Takaful coverage 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 Takaful Certificate, be covered by any Marine Takaful Certificate or Policies except in respect of any Excess beyond the amount which would have been payable under the Marine Takaful Certificate or Policies had this Takaful not been effected.

## CONDITIONS

### 1. MISDESCRIPTION

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 Takaful Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 2. FALLEN BUILDINGS OR DISPLACEMENT

All cover under this Takaful 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 Takaful Certificate or would be covered if such building, range of buildings or structure were covered under this Takaful 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 Takaful Participant.

### 3. ALTERATIONS AND REMOVALS

Under any of the following circumstances the Takaful ceases to attach as regards the property affected unless the Takaful Participant, before the occurrence of any loss or Damage, obtains the sanction of the Company signified by Endorsement upon the Takaful 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 Takaful 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 Takaful Participant's property is situated has been issued.



## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 4. CLAIM NOTIFICATION

On the happening of any loss or Damage the Takaful Participant shall forthwith give notice thereof to the Company and shall within thirty (30) 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 Takaful 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 Takaful Certificate shall be payable unless the terms of this Condition have been complied with.

### 5. EXTENSIONS

The Takaful coverage under this Takaful Certificate extends to include:

- (a) wages of the Takaful 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 Takaful Certificate or immediately threatening to involve such property.

### 6. TOTAL SUM COVERED

The liability of the Company shall in no case exceed in respect of each item the coverage amount expressed in the Schedule 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.

### 7. RIGHTS OF ENTRY

On the happening of any loss or Damage to any of the property covered by this Takaful Certificate, the Company may:-

- (a) enter and take and keep possession of the building or Premise where the loss or Damage has happened.
- (b) take possession of or require to be delivered to it any property of the Takaful Participant in the building or on the Premise 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 Takaful Participant that he makes no claim under the Takaful 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 Takaful Participant or diminish its right to rely upon any of the conditions of this Takaful Certificate in answer to any claim.

If the Takaful 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 Takaful Certificate shall be forfeited.

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

### 8. REINSTATEMENT AND REPLACEMENT

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 Takaful 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.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 9. MARKET VALUE

The Company will indemnify the Takaful Participant the covered value or the Market Value of the covered property whichever is lower subject to the deduction of any Excess.

The Market Value shall be determined by a valuation obtained by the Company from the:

- (a) Manufacturer; or
- (b) Authorized sole agent or agent; or
- (c) Authorized broker, authorized distributor; or
- (d) Building contractor; or
- (e) Loss adjuster licensed under Islamic Financial Services Act 2013; or
- (f) Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both the Takaful Participant and the Company.

The valuation so obtained shall be conclusive in any legal proceedings against the Company.

### 10. AVERAGE

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

### 11. REINSTATEMENT OF SUM COVERED

In the event of a loss, the Takaful hereunder shall be maintained in force for the full Sum Covered and the Takaful Participant shall be liable to pay an additional Takaful Contribution at the rate stated on the Takaful 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.

### 12. LIMITATION

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.

## SECTION 2: TERRORISM

### BASIS OF TAKAFUL

Subject to the exclusions, limits and conditions hereinafter contained, this particular section shall cover buildings and contents against physical loss or physical damage by an Act of Terrorism, as herein defined, occurring during the period of this Takaful Certificate as stated in the Schedule.

For the purpose of this Takaful, an act of terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### EXCLUSIONS (APPLICABLE TO SECTION 2 ONLY)

#### 1. This Takaful Certificate DOES NOT COVER AGAINST: -

- (a) Loss or damage arising directly or indirectly from nuclear detonation, reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused.
- (b) Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any Government or public authority.
- (c) Loss by seizure or illegal occupation.
- (d) Loss or damage caused by confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives the Takaful Participant of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
- (e) Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- (f) Loss or damage by chemical or biological release or exposure of any kind.
- (g) Loss or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.
- (h) Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion unless physical loss or damage is caused directly by an Act of Terrorism.
- (i) Loss or increased cost occasioned by any Public or Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property covered hereunder.
- (j) Any consequential loss or damage caused by any other ensuing cause.
- (k) Loss of use, delay or loss of markets, however caused or arising, and despite any preceding loss covered hereunder.
- (l) Loss or damage caused by cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications of any type or service.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

- (m) Loss or increased cost as a result of threat or hoax, in the absence of physical damage due to an act of terrorism.
- (n) Loss or damage caused by or arising out of burglary, house - breaking, theft or larceny or caused by any person taking part therein.

### 2. This Takaful Certificate DOES NOT COVER: -

- (a) Land or Land Values.
- (b) Power Transmission or feeder lines not on the Takaful Participant's premises.
- (c) Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty (30) days.
- (d) Aircraft or any other Aerial device, or watercraft.
- (e) Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the property covered herein at the time of its damage.
- (f) Animals, plants and living things of all types.
- (g) Property in transit not on the Takaful Participant's premises.

### ONUS OF PROOF

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Takaful Certificate, the burden of proving that the loss is recoverable and that no limitation or exclusion of this Takaful Certificate applies for the quantum of loss shall fall upon the Takaful Participant.

### OTHER TAKAFUL/ INSURANCE

This Takaful Certificate does not cover any loss or damage, which at the time of the happening of such loss or damage is covered by, or would, but for the existence of this Takaful Certificate, be covered by any other takaful certificate/ insurance policy or certificates/ policies either primary or excess.

### TERRITORIAL LIMITS

This Takaful Certificate covers property owned by the Takaful Participant and located as described in the Schedule.

### SUM COVERED

The Company hereon shall not be liable for more than the sum covered stated in the Schedule in respect of each occurrence and in the annual aggregate.

### DEDUCTIBLE

Each occurrence shall be adjusted separately and from the amount of each such adjusted loss; the sum stated in the Schedule shall be deducted.

### OCCURRENCE

The term "Occurrence" shall mean any one loss and/or series of losses arising out of and directly occasioned by one Act or series of Acts of Terrorism for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all losses sustained by the Takaful Participant at the property covered herein during any period of seventy-two (72) consecutive hours arising out of the same purpose or cause. However, no such period of seventy-two (72) consecutive hours may extend beyond the expiration of this Takaful Certificate unless the Takaful Participant shall first sustain direct physical damage by an Act of Terrorism prior to expiration and within said period of seventy-two (72) consecutive hours nor shall any period of seventy-two (72) consecutive hours commence prior to the attachment of this Takaful Certificate.

### DEBRIS REMOVAL

This Takaful Certificate also covers, within the sum covered, expenses incurred in the removal of debris of property covered hereunder which may be directly destroyed or damaged by an Act of Terrorism.

The cost of removal of debris shall not be considered in determination of the valuation of the property covered.

### CONDITIONS

#### 1. DUE DILIGENCE

The Takaful Participant (or any agent, sub or co-contractor of the Takaful Participant) shall at all times and at his own expense use due diligence and do (and concur in doing and permit to be done) all things reasonably practicable (including but not limited to precautions to protect or remove the property and interests covered herein) to avoid or diminish any loss herein covered.

#### 2. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the covered property shall be maintained in good order throughout the currency of this Takaful Certificate and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the Company without their consent.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 3. VALUATION

It is understood that, in the event of damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: -

- a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- b) Until replacement has been effected the amount of liability under this Takaful Certificate in respect of loss shall be limited to the actual cash value at the time of loss;
- c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Takaful Certificate.

The Company's liability for loss under this Takaful Certificate including this endorsement shall not exceed the smallest of the following amounts: -

- (i) The amount of the Takaful Certificate applicable to the destroyed or damaged property,
- (ii) The replacement cost of the property or any part thereof identical with such property and intended for the same occupancy and use,
- (iii) The amount actually and necessarily expended in replacing said property or any part thereof.

### 4. INCORRECT DECLARATION PENALTY

If the values declared as stated in the Schedule are less than the correct covered values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Takaful Participant shall co-insure for the balance.

### 5. NOTIFICATION OF CLAIMS

The Takaful Participant, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written advice thereof to the Company within seventy-two (72) hours of such knowledge of any occurrence.

### 6. PROOF OF LOSS

The Takaful Participant shall render a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of Company) stating the time, place and cause of loss, the interest of the Takaful Participant and all others in the property, the sound value thereof and the amount of loss or damage thereto. If Company have not received such proof of loss within two (2) years of the expiry date of this Takaful Certificate, they shall be discharged from all liability hereunder.

### 7. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Takaful Certificate shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

### 8. FALSE OR FRAUDULENT CLAIMS

If the Takaful Participant shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Takaful Certificate shall become void and all claims hereunder shall be forfeited.

### 9. ABANDONMENT

There shall be no abandonment to the Company of any property.

### 10. INSPECTION AND AUDIT

The Company shall be permitted but not obligated to inspect the Takaful Participant's property at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Takaful Participant or others, to determine or warrant that such property is safe.

The Company may examine and audit the Takaful Participant's books and records at any time during the Takaful Certificate period and extensions thereof and within two (2) years after the final termination of this Takaful Certificate, as far as they relate to the subject matter of this Takaful.

### 11. RIGHTS OF THIRD PARTIES EXCLUSION

This Takaful Certificate is affected solely between the Takaful Participant and Company. This Takaful Certificate shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Takaful Certificate. The Contract (Rights of Third Parties) Act 1999 is expressly excluded from this Takaful Certificate.

### 12. JURISDICTION

This Takaful Certificate and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Malaysia. In the absence of specialized laws governing takaful contracts in Malaysia, the Law of England and Wales is to apply. Each party agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.



## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 13. ARBITRATION

If the Takaful Participant and Company fail to agree in whole or in part regarding any aspect of this Takaful Certificate, each party shall, within ten (10) days after the demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Takaful Participant and Company shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire and the award in writing of any two (2), duly verified, shall determine the same.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

### 14. SEVERAL LIABILITY

The Company's obligations under this Takaful Certificate are several and not joint and are limited solely to their individual subscriptions. The Company is not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations

## SECTION 3: FIRE CONSEQUENTIAL LOSS TAKAFUL

In consideration of the Participant paying to the Company the First Takaful Contribution.

The Company agrees (subject to the conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Participant at the Premises for the purpose of the Business be destroyed or damaged by:-

- (1) Fire,
- (2) Lightning,
- (3) Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used there for illuminating or domestic purposes.

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Takaful or any subsequent period in respect of which the Company agrees to accept the contribution required for the renewal of this Certificate and the Business carried on by the Participant at the premises be in consequence thereof interrupted or interfered with.

Then the Company will pay to the Participant in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

**Provided that** at the time of the happening of the Damage there shall be in force a Takaful covering the interest of the Participant in the property at the premises against such Damage and that payment shall have been made or liability admitted therefor under such Takaful.

And that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be covered thereon or in the whole the total sum covered hereby or such other sum or sums as may hereafter be substituted therefor by Memorandum signed by or on behalf of the Company.

### CONDITIONS

#### 1. MISDESCRIPTION

If there be any material misdescription of the business or premises to which this Takaful refers 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.

#### 2. TAKAFUL CONTRIBUTION PAYMENT

No payment in respect of any Takaful 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 Takaful Participant.

#### 3. OTHER TAKAFUL/TAKAFUL

The Takaful Participant shall give notice to the Company of any coverage or coverages already effected, or which may subsequently be effected, covering any of the loss hereby covered against and unless such notice be given and the particulars of such coverage or coverages be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any Damage, all benefits under this Takaful Certificate shall be forfeited.

#### 4. DISPLACEMENT

Immediately upon any fall or displacement

- (a) of any building Damage to which might give rise to a claim under this Takaful Certificate;
- (b) of any part of such building;
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part.

The Takaful Certificate shall cease in respect of loss resulting from Damage to such building or property therein.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### PROVIDED THAT-

- (i) 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 leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material;
- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Takaful Certificate or would be covered at the option of the Company on notice to that effect being given to the Takaful Participant, in which case the Company shall be liable if such building or range of buildings or structure were included in the Premises to which this Takaful Certificate refers, to repay on demand a rateable proportion of the contribution for the unexpired term from the date of the cancellation.

If any claim be made upon this Takaful Certificate in consequence of Damage whether occurring before, during or after such fall or displacement the Takaful Participant shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

### 5. EXCLUDED INTERRUPTION LOSS

The Company shall not be liable in so far as the interruption loss is increased:-

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business
- (c) due to the participant's lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

### 6. EXCLUDED COVER

This Takaful does not cover:-

Loss occasioned by or happening through or in consequence of:-

- (a) The burning of property by order of any Public Authority
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Takaful Certificate
- (d) The burning, whether accidental or otherwise, of forests, bush lallang prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage of property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.

### 7. EXCLUDED COVER

This Takaful does not cover any loss resulting from Damage which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences or which, either in origin or extent, directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences namely:-

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance,
- (b) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be Declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, 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.
- (c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (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 the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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 resulting from Damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss not covered by this Takaful, except to the extent that the Participant shall prove that such 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 is not covered by this Takaful the burden of proving that such loss is covered shall be upon the Participant.

Any loss or damage caused to the Covered Property by any breach of Civil or Syariah Law and principles by the Participant or otherwise from any other causes prohibited by Syariah Law and principles.

### 8. CHANGE IN RISK

The coverage by this Certificate shall cease if:-

- (a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued or
- (b) the Participant's interest cease otherwise than by death or
- (c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of Damage is increased, at any time after the commencement of this Takaful, unless its continuance be admitted by Memorandum signed by or on behalf of the Company.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 9. INCREASE IN RISK

Notice shall be given to the Company and, if required, an additional contribution paid, if the rate of contribution payable in respect of the Takaful covering the interest of the Participant in the property at the Premises against Damage shall be increased.

### 10. CLAIM PROCEDURE

On the happening of any damage in consequence of which a claim is or may be made under this Takaful Certificate, the Takaful Participant shall forthwith give notice thereof to the Company and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or to diminish the loss and in the event of a claim being made under this Takaful Certificate shall, not later than thirty (30) days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other Takaful/ Insurance (if any) covering the damage or any part of it or consequential loss or any kind resulting therefrom. The Takaful Participant shall at his own expense produce, procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 Takaful Certificate shall be payable unless the term of this condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

### 12. SUBROGATION

The Takaful Participant shall, at the expenses of the Company, do and concur in doing, and permit to be done, all such acts and things, or 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 any loss under this Takaful Certificate, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

### 13. ARBITRATION

If any difference arises as to the amount of any loss 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, or 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 cost of the reference and of the award shall be at 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 Takaful Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss if disputed shall be first obtained.

### 14. REINSTATEMENT OF SUM COVERED

In consideration of the Takaful Participant undertaking to pay an additional Takaful Contribution at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the current period of Takaful, it is agreed that in the event of loss, the Takaful Certificate hereunder shall be maintained in force for the full sum covered.

### 15. TIME LIMITATION

In no case whatever shall the Company be liable in respect of any claim under this Certificate after the expiration of

- (a) One year from the end of the Indemnity Period, or if later,
- (b) Three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim,

unless the claim is the subject of pending action or arbitration.

### 16. MEANING

This Takaful Certificate and the Schedule annexed (which forms an integral part of this Takaful Certificate) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific meanings wherever they may appear.

### 17. NOTICE

Every notice and other communication to the Company required by these conditions must be written or printed.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 18. JURISDICTION

This Certificate and the Proposal or endorsements hereon including the schedules hereto shall be construed in accordance with the laws of Malaysia.

In the event that there is a conflict between a term in the Proposal and a term in the Certificate herein, the provision in the Certificate shall prevail in so far as it relates to the matters set forth in the Certificate.

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

### CLAUSES/ENDORSEMENTS & WARRANTIES

The following clauses/endorsements and/or warranties only apply to this certificate when specifically mentioned in the Schedule and subject otherwise to the Terms of this Certificate.

#### CL01 ACCOUNTANTS' CLAUSE

Any particulars or details contained in the Participant books or documents which may be required by the Company under condition 11 of this Certificate for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Participant and their report shall be prima facie evidence of the particulars and details to which such report relates.

#### CL02 PAYMENT ON ACCOUNT CLAUSE

Payment on account will be made to the Participant if desired provided that it is established that the loss is indemnifiable under this Certificate.

#### CL05 ALTERNATIVE BASIS CLAUSE

It is agreed and declared that in the event of a claim, adjustment may be based on 'Turnover or Output' whichever affords the most equivalent result, and except in the definition of turnover the word 'Turnover' wherever used in this Certificate shall read as 'Turnover or Output'. 'Output' shall mean sale value of goods manufactured by, or sold by, the Participant in the course of the Business at the Premises, provided that: (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

Alternative Trading Clause

If during the Indemnity Period goods shall be manufactured elsewhere than at the Premises affected by the damage for the benefit of the Business either by the Participant or by others on the Participant's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

#### CL06 SALVAGE SALES CLAUSE

If, following damage giving rise to a claim under this Certificate, the Participant shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No. 1 of the specification attached shall for the purpose of such claim read as follows:

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.

#### CL30 AUDITORS' FEES CLAUSE

The Takaful under this Certificate is limited to reasonable fees payable by the Takaful Operator to their Auditors for producing and certifying any particulars or details contained in the Participant's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of condition 11 of this Certificate.

## SECTION 4: BURGLARY TAKAFUL

The Company will by payment (or at its option by repair, reinstatement or replacement) indemnify the Takaful Participant

- a) in respect of loss or Damage to any part of the property while within the Premise as the direct result of **BURGLARY** happening during any Period of Takaful
- b) in respect of Damage to any building at the Premise resulting directly from Burglary happening during any Period of Takaful for which the Takaful Participant shall be liable up to an amount not exceeding 10% of the total sum covered or RM10,000.00 whichever is lesser

The maximum amount payable by the Company in any Period of Takaful shall not exceed so far as each item is concerned the sum covered thereon or in all the total sum covered.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### EXCLUSIONS (APPLICABLE TO SECTION 4 ONLY)

The Company shall not be liable in respect of

1. Loss or Damage
  - (a) of or to
    - i) Money of securities.
    - ii) glass if more specifically covered.
    - iii) any part of the property while in the Open or in any outbuilding, unless specified in the Schedule or by Endorsement.
    - iv) any cash registered when the Premise are closed for Business unless such cash register has been left Open.
    - v) gaming amusement or vending machines or the contents thereof.
    - vi) Business books, documents and manuscripts, unless specified in the Schedule of by Endorsement.
    - vii) computer systems records.
  - (b) expedited or in any way brought about by the Takaful Participant or any member of the Takaful Participant's family household or any Employee of the Takaful Participant or by any person lawfully on the Premise.
  - (c) by or consequent upon fire or explosion.
2. Consequential Loss or Damage of any kind or description.
3. Loss or destruction of or Damage to any property whatsoever of any loss or expense whatsoever resulting or arising there from or any Consequential Loss directly or indirectly caused by or contributed to by or arising from ionizing 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.
4. Any loss destruction or Damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
5. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.

Any loss or Damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

### CONDITIONS

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

#### 1. CHANGES IN RISKS

If after the acceptance of this Takaful Certificate by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

#### 2. DUTY OF CARE

- (a) The Takaful Participant shall take all reasonable precautions to prevent loss and Damage.
- (b) All locks bolts intruder alarm systems and other protective devices shall be in full operation during any time the Premise are left unattended or closed for Business.
- (c) All keys (Including those relating to any part of the intruder alarm system) shall be
  - i) removed from the Premise; or
  - ii) placed within a locked safe or strongroom in any building provided the keys to such safe or strongroom are removed from the Premise.
 during any time the Premise are left unattended or closed for Business.
- (d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premise at all times that the Premise are left unattended or closed for Business.
- (e) Every intruder alarm system installed at the Takaful Participant's Premise as specified in the Schedule shall be properly inspected and maintained in efficient working order during the currency of the Takaful Certificate in accordance with the manufacturers recommendations.
- (f) The Takaful Participant shall immediately notify the Company if written notice is received from the relevant Takaful force that response to alarm signals from the Premise may be withdrawn.

#### 3. CLAIM NOTIFICATION

On the discovery of any event which may give rise to a claim under this Takaful Certificate the Takaful Participant shall

- (a) forthwith give written notice to the Company stating all particulars then known to the Takaful Participant.
- (b) notify the police immediately.
- (c) take all practical steps to discover any guilty person and recover the property lost.
- (d) within thirty (30) days after the event of within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
  - i) full information in writing about the claim
  - ii) details of all other Takaful relating to the claim
  - iii) all Business invoices, accounts and other documents in support of the claim.



## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 4. CLAIM RECOVERIES

The Company shall be entitled in the Company's own or the Takaful Participant's name to take steps for the recovery of any part of the property lost or for securing reimbursement in respect of any loss or Damage and the Takaful Participant shall give the Company all information and assistance in so doing.

### 5. RIGHT OF OWNERSHIP AFTER PAYMENT

Upon payment of any claim under this Takaful Certificate (other than for repair) any part of the property in respect of which payment is made shall belong to the Risk Fund subject to the Takaful Participant's right to reclaim it upon repayment to the Company of the amount so paid.

### 6. AVERAGE

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered

## SECTION 5: PUBLIC LIABILITY

The Company agrees to indemnify the Takaful Participant against:

- (a) All sums which the Takaful Participant shall become legally liable to pay as damages in respect of:
  - (i) Accidental death or bodily injury to or illness of any person
  - (ii) Accidental loss of or damage to material property.
- (b) All costs and expenses of litigation:
  - (i) Recoverable by any claimant against the Takaful Participant,
  - (ii) Incurred with the written consent of the Company,

in respect of a claim against the Takaful Participant for damages occurring during the Period of Takaful, arising in connection with the Trade or Business and happening anywhere within the Geographical Limits to which the indemnity expressed in this Takaful Certificate applies.

### EXCLUSIONS (APPLICABLE TO SECTION 5 ONLY)

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Takaful Participant of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or water-borne craft.
2. Injury to any Employee or any claim arising under any workmen's compensation law.
3. Damage to
  - (a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
  - (b) property owned, leased, rented or occupied by the Takaful Participant
  - (c) property held in trust by or in the custody or control of the Takaful Participant other than Premise at which the Takaful Participant is undertaking work in connection with the Business
  - (d) that part of any property worked upon by the Takaful Participant or any person acting on behalf of the Takaful Participant which arises out of such work
4. claims arising out of liability assumed by the Takaful Participant under agreement unless such liability would have attached in the absence of such agreement.
5. claims arising out of a breach of the duty owed in a professional capacity by the Takaful Participant.
6. claims arising out of advice design formula or specification provided for a fee.
7. Injury or Damage directly or indirectly caused by or arising out of Pollutants.
8. claims damages costs and expenses arising out of any obligation on the Takaful Participant or others to test for monitor clean up remove contain treat detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Takaful Participant where the obligation arises out of such ownership occupancy use or control by the Takaful Participant.
9. claims arising out of Products supplied except for food and drink supplied by the Takaful Participant in canteens and sports and social clubs provided by the Takaful Participant for the use of Employees.
10. the cost of recalling any defective or potentially defective Product supplied.
11.
  - (a) fines or penalties
  - (b) aggravated exemplary or punitive damages

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

12. Injury or Damage directly or indirectly caused by or arising out of or in connection with any work undertaken on any offshore rig or platform nor any work related travel undertaken on any vessel or aircraft to or from any offshore rig or platform.
13. Injury or Damage directly or indirectly caused by or arising from
  - (a) mining processing transportation distribution and/or storage of asbestos
  - (b) manufacture of asbestos Products and/or processing of materials containing asbestos
  - (c) any process of decontamination treatment or control of asbestos
14. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) nuclear weapons material
  - (b) 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 the Exclusion combustion shall include any self-sustaining process of nuclear fission
15. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
16. Any loss or damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

## CONDITIONS

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

### 1. DUTY OF CARE

This Takaful Participant shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority and to maintain all buildings furnishings ways and works machinery and plant in sound condition. The Takaful Participant at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### 2. PASSENGER LIFTS BOILERS AND PRESSURE VESSELS

The Takaful Participant shall ensure all passengers lifts boilers and pressure vessels for which the Takaful Participant has responsibility to be inspected at his own expense at least once per year by a suitably qualified engineer. Any recommendations regarding overhaul repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Takaful Participant.

### 3. CLAIMS CONDITIONS

#### (a) Reporting of Any Incident by the Takaful Participant

Upon the happening of any event which may give rise to a claim (regardless of any Excess) the Takaful Participant shall forthwith give written notice to the Company with full particulars.

#### (b) Claims Correspondence

Every letter claim writ summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Takaful Participant shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Takaful Certificate.

#### (c) Conduct of Claim

No admission offer promise payment of indemnity shall be made or given by or on behalf of the Takaful Participant without the written consent of the Company which shall be entitled to take over and conduct in the name of the Takaful Participant the defence or settlement of any claim or to prosecute in the name of the Takaful Participant for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Takaful Participant shall give such assistance as the Company may require.

#### (d) The Company's Option

In connection with any claim or series of claims made against the Takaful Participant consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Takaful Participant the Limit of Indemnity (after deduction of any sums already paid as damages claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Takaful Certificate in respect of matters prior to the date of such payment.

#### (e) Contribution to Costs

If the Company has not exercised its rights under Claims Condition 4 (d) the liability of the Company to pay all costs and expenses (other than claimant's cost and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's cost and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 4. CHANGES IN RISKS

If after the acceptance of this Takaful by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

### 5. CONTRIBUTION ADJUSTMENT

If any part of the Takaful Contribution or renewal Takaful Contribution is calculated on estimates furnished by the Takaful Participant, the Takaful Participant shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Takaful Participant shall within one (1) month after the expiry of each Period of Takaful furnish such information as the Company may require. The Takaful Contribution or renewal Takaful Contribution shall thereupon be adjusted and the difference paid or by allowed to the Takaful Participant.

### 6. AVERAGE

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

## SECTION 6: COMPREHENSIVE PERILS TAKAFUL

The Company will by payment (or at its option by repair reinstatement or replacement) indemnify the Takaful Participant if during any Period of Takaful any of the property described in the Schedule is loss or Damage by accidental cause (not herein excepted) while

- (a) within the situation described in the Schedule; or
- (b) in transit (including loading and unloading) within Malaysia and Singapore other than by sea or by air.

The maximum amount payable by the Company in any Period of Takaful shall not exceed so far as each item is concerned the sum covered thereon or in all the total sum covered.

### EXCLUSIONS (APPLICABLE TO SECTION 6 ONLY)

This Takaful Certificate does not cover:

1. the first amount of each and every loss specified as Excess in the Schedule unless caused by fire or explosion; if more than one item is lost or damaged in one occurrence, the Takaful Participant shall not, however, be called upon to bear more than the highest single deductible applicable to such items.
2. loss of or Damage to any item by its own explosion or collapse due to force of internal steam or other fluid pressure mechanical or electrical breakdown failure breakage or derangement. Nothing contained in this exclusion shall however be construed as excluding from the cover provided by this Takaful Certificate. Damage to any item directly due to its impact or collision with anything external to the item which may arise as a result of mechanical or electrical breakdown failure or breakage.
3. loss or Damage caused by testing or intentional overloading of any property or any experiment involving the imposition of abnormal conditions.
4. loss of or Damage to foundations, masonry, exchangeable or replaceable parts and attachments such as flexible drives, tools used for cutting, drilling, grinding, polishing, or similar purposes or moulds, patterns, pulverising and crushing surfaces, screens and sieves, refractory linings, ropes, belts, chains, elevator and conveyor bands' batteries, lyres, connecting wires and cable, flexible pipes, jointing and packing materials, unless such loss or Damage arises out of an accident for which the Company is responsible to other parts of the property.
5. loss of or Damage to cash, bank notes, currency notes, coins, cheques, postal and money orders, bills of exchange, bonds, giro cheques and drafts, credit company sales vouchers, credit cards, luncheon vouchers, gift tokens, trading stamps, postage stamps and stamps of any other kind, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art.
6. loss of or Damage to
  - (a) hand held phone, mobile phone, walkie-talkie, computer notebook, laptop, palmtop and electronic personal organiser, portable video camera, camcorder, portable photographic equipment;
  - (b) the contents of machines unless such item(s) or contents are specifically mentioned in the Schedule.
7. corruption of data media or programmes unless directly resulting from physical loss or Damage to the property.
8. wear and tear, corrosion or deterioration due to atmospheric conditions or otherwise or scratching of painted or polished surfaces.
9. loss of use of any property or depreciation, contamination, Consequential Loss or consequential Damage and legal liability of any kind or description.
10. loss or Damage arising out of the willful act or gross negligence of the Takaful Participant.
11. any shortage discovered by an inventory is not covered unless such shortage can be reasonable shown to have been occasioned by theft or attempt thereat.
12. losses caused by infidelity of Takaful Participant's employees or persons to whom the Takaful Participant's property is entrusted.

# ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

13. loss or Damage to any item whilst let out on hire or on loan.
14. loss or Damage to any item whilst being used on a public road under its own power.
15. loss or Damage or Consequential Loss occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  - (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person Provided that the Company is not relieved of any liability to the Takaful Participant in respect of physical Damage to the property covered occurring before dispossession which is otherwise covered by this Takaful Certificate.
  - (c) the destruction of property by order of any public authority.
16. loss or Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
17. any losses, damages, liability, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or through or in consequence of or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) War, invasion, act of foreign enemy, hostilities, or war-like operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion, riot, strike, lockout, labour disturbances assuming the proportions of or amounting to a popular rising, military 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.

Losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above are also excluded.

If the Company allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Takaful, the burden of proving the contrary shall be upon the Takaful Participant.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - (b) Any act of terrorism. For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Takaful, the burden of proving the contrary shall be upon the Takaful Participant.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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 Takaful Participant shall prove that such loss or Damage happened independently of the existence of such abnormal conditions.
18.
  - (a) loss or destruction of, or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss,
  - (b) any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio-activity 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.
19. any loss, destruction, Damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
20. any loss or Damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

**ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:**

**CONDITIONS**

**1. DUTY OF CARE**

The Takaful Participant shall at his own expense take all reasonable precautions to prevent accidents and maintain in an efficient condition any property described in the Schedule and comply with any statutory requirements and manufacturer's recommendations.

**2. PROOFS OF LOSS OR DAMAGE**

The Takaful Participant shall it required by the Company produce or give access to any property alleged to be damaged and the Takaful Participant shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or Damage in respect of which a claim is made has actually arisen from one of the risks covered against.

**3. RIGHTS OF ENTRY**

The Company's officials shall at all reasonable times have the right of access to the Premise in which the machine is situated and shall be entitled to delegate a representative to be present at the time of any overhaul or inspection of the machines.

**4. CHANGES IN RISKS**

If after the acceptance of this Takaful by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

**5. CLAIM NOTIFICATION**

In the event of any occurrence of the events which might give rise to a claim under this Takaful Certificate the Takaful Participant shall:

- (a) immediately notify the Company by telephone or telex as well as by letter giving an indication as to the nature and extent of loss or Damage;
- (b) take all reasonable steps within his power to minimise the extent of the loss or Damage;
- (c) preserve the damaged or defective pads and make them available for inspection by an official or surveyor of the Company;
- (d) furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice has been received by the Company within fourteen (14) days of the occurrence of such events.

The Takaful Participant shall take all practical steps including in the case of goods lost or stolen or willful damage thereto to give immediate notice to the police as proof of his / her attempt to recover any property lost and in case of theft or willful damage and to discover the guilty person or person and have him, her or them prosecuted at the expense of the Company. The Takaful Participant shall not repair, replace, negotiate, pay, settle, admit or repudiate any claim under the Takaful Certificate without the written consent of the Company. The Takaful Participant shall not in any case be entitled to abandon any of the property whether taken possession by the Company or not.

**6. AVERAGE**

If the total value of the property covered under an item shall at the time of loss or Damage is greater than the sum covered thereon the Company will pay only the rateable proportion of the loss or Damage which the sum covered bears to such value.

Every item, if more than one, of this Takaful Certificate shall be separately subject to this condition.

**7. REINSTATEMENT AND REPLACEMENT**

- (a) In cases where Damage to a covered item can be repaired the Company will pay all expenses necessarily incurred to restore the damaged item to its condition immediately before the occurrence of the Damage plus the cost of dismantling and re-erection for the purpose of affecting the repairs as well as ordinary freight to and from a repair shop and customs duties if any to the extent that such expenses have been included in the sum covered. If any parts are found to be unprocurable the Company's liability shall be limited to the manufacturers' or suppliers' latest price thereof and any salvage shall be taken into account. Any extra charges incurred for overtime, night-work, work on public holidays, express freight etc. are not covered by this Takaful. The cost of any alterations, additions, improvements or overhauling undertaken at the time of such repairs and the cost of any provisional repairs and the consequences thereof shall not be recoverable under the Takaful Certificate;
- (b) In cases where an covered item is totally destroyed the Company shall pay the actual value of item at the time immediately before the occurrence of the loss including ordinary freight by sea or land, costs of erection and customs duties if any, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the removal of the property destroyed;
- (c) All Damage which can be repaired shall, however, be repaired but if the cost of the repairs as detailed herein above equals or exceeds the actual value of the property covered immediately before the occurrence of the Damage then settlement shall be made on the basis provided for in (b) above;
- (d) In both cases detailed in Condition (a) and (b) the indemnity paid will be equal to the sum so ascertained less than value of any salvage and subject to the application of average if necessary and deduction of the Excess.



**ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:**

**SECTION 7 : MONEY TAKAFUL**

The Company will indemnify the Takaful Participant against

- (1) Loss destruction or damage of Money by any cause whatsoever occurring in the Situation stated in the Schedule during the Period of Takaful; and
- (2) The cost of repair of the Safe or Strongroom not otherwise covered, directly associated with any theft or attempted theft there from occurring during the Period of Takaful, subject to liability of the Company shall not exceed 10% of the limit of liability of money in the Premise or RM10,000.00 whichever is lesser.

Provided that out of Business Hours the Safe or Strongroom whilst containing the Money or any part thereof shall be kept locked and the keys thereof shall at all times be kept in the personal custody of the Takaful Participant or a responsible official or employee of the Takaful Participant who on leaving the premises shall remove the keys there from

**EXCLUSIONS (APPLICABLE TO SECTION 7 ONLY)**

The Company shall not be liable in respect of loss

1. due to robbery or theft by any director, partner or Employee of the Takaful Participant.
2. due to the use of counterfeit Money.
3. or shortage due to clerical or accounting errors or omissions or to depreciation in value.
4. of Money from machines operated by coins tokens or currency notes.
5. of Money from any vehicle left without an occupant.
6. or destruction of or Damage to Money being sent by post.
7. of Money described in Definitions 22 (a) from any room left unattended and unlocked during Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.
8. destruction or Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. destruction or Damage directly or indirectly caused by or contributed to by or arising from confiscation detention nationalisation requisition or wilful destruction by any government public municipal local or custom authority.
10. 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.
11. destruction or Damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
12. or Damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military 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 the martial law or state of siege.

Losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above are also excluded.

If the Company allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this coverage, the burden of proving the contrary shall be upon the Takaful Participant.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

13. Any loss or Damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

**CONDITIONS**

**1. CHANGES IN RISKS**

If after the acceptance of this Takaful by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 2. TAKAFUL PARTICIPANT'S DUTIES - SECURITY MEASURES

- (a) The Takaful Participant shall take all reasonable precautions to prevent loss and Damage.
- (b) All locks bolts intruder alarm systems and other protective devices shall be in full operation during any time the Premise are left unattended or closed for Business.
- (c) All keys (Including those relating to any part of the intruder alarm system) shall be
  - i) removed from the Premise; or
  - ii) placed within a locked safe or strongroom in any building provided the keys to such safe or strongroom are removed from the Premise.
 during any time the Premise are left unattended or closed for Business.
- (d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premise at all times that the Premise are left unattended or closed for Business.
- (e) Every intruder alarm system installed at the Takaful Participant's Premise as specified in the Schedule shall be properly inspected and maintained in efficient working order during the currency of the Takaful Certificate in accordance with the manufacturers recommendations.

### 3. CLAIM NOTIFICATION

On the discovery of any event which may give rise to a claim under this Takaful Certificate the Takaful Participant shall

- (a) Forthwith give written notice to the Company stating all particulars then known to the Takaful Participant.
- (b) Notify the police immediately.
- (c) Take all practical steps to discover any guilty person and recover the property lost.
- (d) Within thirty (30) days after the event of within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
  - i) full information in writing about the claim
  - ii) details of all other Takaful relating to the claim
  - iii) all Business invoices, accounts and other documents in support of the claim.

### 4. CLAIM RECOVERIES

The Company shall be entitled in the Company's own or the Takaful Participant's name to take steps for the recovery of any part of the property lost or for securing reimbursement in respect of any loss or Damage and the Takaful Participant shall give the Company all information and assistance in so doing.

### 5. RIGHT OF OWNERSHIP AFTER PAYMENT

Upon payment of any claim under this Takaful Certificate (other than for repair) any part of the property in respect of which payment is made shall belong to the Risk Fund subject to the Takaful Participant's right to reclaim it upon repayment to the Company of the amount so paid.

### 6. CONTRIBUTION ADJUSTMENT

If any part of the Takaful Contribution or renewal Takaful Contribution is calculated on estimates furnished by the Takaful Participant, the Takaful Participant shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Takaful Participant shall within one (1) month after the expiry of each Period of Takaful furnish such information as the Company may require. The Takaful Contribution or renewal Takaful Contribution shall thereupon be adjusted and the difference paid or by allowed to the Takaful Participant.

## SECTION 8: GROUP PERSONAL ACCIDENT TAKAFUL

The Company will pay the Takaful Participant or Person Covered for

#### 1. DEATH

Death of the Person Covered due to solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the event. The amount payable is the Sum Covered as stated in the Schedule.

#### 2. PERMANENT DISABLEMENT

Permanent disability of the Person Covered due to solely and directly from Accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative

### GENERAL PROVISIONS

It is hereby declared and agreed that this Takaful Certificate shall cover Death or Disablement due to:-

- 1. **RIOT STRIKE AND CIVIL COMMOTION** provided that the Takaful Participant is not directly or indirectly participating in or howsoever involved in such activities.
- 2. **EXPOSURE** to the elements provided that in the event of death of the Takaful Participant or the Covered Person, his Death is determined as death resulting from exposure after an Accident by a properly constituted Judicial Enquiry.

# ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

3. **DISAPPEARANCE** of the Takaful Participant or the Person Covered after a period of one (1) year has elapsed and the Company has examined all evidence available and shall have no reason to suppose other than an Accident has occurred. It is further agreed that if at any time after payment has been made and the Takaful Participant or the Person Covered is found to be living any sum paid by the Company in settlement of the claim shall be refunded to the Company by the Takaful Participant forthwith.
4. **MOTOR-CYCLING** as a rider or a pillion rider for private or business purposes provided always that the Company shall not be liable to make any payment in respect of death or injuries arising from or attribute to the Takaful Participant or the Person Covered engaging in racing pacesetting speed contest reliability test or other trials. It is condition precedent to liability that the Takaful Participant or the Person Covered wears an approved crash helmet and possesses a valid driving license whilst engaging in motor-cycling.
5. **HIJACKING** Subject otherwise to the terms of this Takaful Certificate, the cover shall continue whilst the Takaful Participant is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack. For the purposes of this Takaful Certificate, "Hijack" means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the Takaful Participant is traveling. This extension however does not apply if the results from Exclusion 1.

## MEMORANDUM

In the event that the Takaful Participant or the Person Covered is covered under more than one (1) Personal Accident Takaful Certificate (whether group or individual) issued by the Company, the Takaful Participant or the Person Covered shall not be entitled to any additional benefits in addition to the Benefits hereunder to the intent and effect that only one (1) claim is made in the case of each Accident.

However, payment death benefit shall not preclude payment of Compensation under this Endorsement.

Subject otherwise to the terms, conditions or exceptions of the Takaful Certificate.

## SCALE OF COMPENSATION

SCALE OF COMPENSATION			
EVENT	Accidental Bodily Injury suffered by the Takaful Participant or the Person Covered resulting from an event or incident that occurs which is unforeseen and unexpected which resulting directly or indirectly from the deliberate actions or intentions of a person or persons over which the life had no control and result in death or permanent disablement.		
RESULT	DESCRIPTION	BENEFIT	
1	Death	Amount stated as per Schedule	
2	Permanent Disablement resulting in:		
	1. Loss of two limbs	}	100%
	2. Loss of both hands or of all fingers and both thumbs		
	3. Total Loss of sight of both eyes		
	4. Total paralysis		
	5. Injuries resulting in being permanently bedridden		
	6. Any other injury causing permanent total disablement		
	7. Loss of arm at shoulder		
	8. Loss of arm between shoulder and elbow		
	9. Loss of arm at elbow		
	10. Loss of arm between elbow and wrist		
	11. Loss of hand of wrist		
	12. Loss of leg - at hip		
	- between knee and hip	}	50%
	- below knee		
13.	Eye: Loss of - whole eye sight		
14.	One sight of, except perception of light		
15.	Loss of four fingers and thumb of one hand		
16.	Loss of four fingers		
17.	Loss of thumb		
	- both phalanges		25%
	- one phalanx		10%
18.	Loss of index finger		
	- three phalanges		15%
	- two phalanges		8%
	- one phalanx		4%
19.	Loss of middle finger		
	- three phalanges		10%
	- two phalanges		4%
	- one phalanx		2%
20.	Loss of ring finger		
	- three phalanges		8%
	- two phalanges		4%
	- one phalanx		2%

# ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

21.	Loss of little finger	-	three phalanges	6%
		-	two phalanges	4%
		-	one phalanx	2%
22.	Loss of metacarpal	-	first or second (additional)	3%
		-	third, fourth or fifth (additional)	2%
23.	Loss of all toes	-	of one foot	18%
		-	two phalanges of great toe	6%
		-	one phalanx of great toe	3%
		-	any other toe	3%
24.	Total and Loss of Hearing	-	both ears	75%
		-	one ear	15%
25.	Total and Permanent Loss of Speech member			50%

**The aggregate of all percentages** payable in respect of any Accident shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force. All other compensation lesser than 100% if already paid shall reduce the coverage proportionately by that amount paid from the date of Accident until the expiration of the Takaful Certificate.

**Permanent total loss of use of member** shall be deemed as total and permanent disablement.

**Loss of sight of both eyes** shall mean the total and irrecoverable loss of all sight rendering the Takaful Participant absolutely blind in the eye beyond remedy by surgical or other treatment.

**Loss of speech** shall mean permanent total inability to communicate orally.

**Where injury is not specified in the Scale of Compensation**, the Company shall inform you of the percentage of compensation which in opinion the Company is consistent with the provisos stated in the Scale of Compensation and without regard to the Person Covered occupation.

## EXCLUSIONS (APPLICABLE TO SECTION 8 ONLY)

This Takaful Certificate is not intended to and does not cover:

- Death or Disablement or any other loss caused directly or indirectly by:-
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the Takaful Participant directly or indirectly participates or is involved howsoever in such activities;
  - 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 the 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.

  - insanity, suicide (whether sane or insane) or any attempt thereof by the Person Covered;
  - pre-existing physical or mental defect or infirmity to the Person Covered;
  - bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered;
  - pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the Takaful Participant; except miscarriage due to bodily injury as a direct result of an accident;
  - provoked murder or assault on the Takaful Participant;
  - any breach of Civil or Shariah Law and principles by the Takaful Participant and / or Person Covered;
  - pre-existing disablement or Bodily Injury to the Person Covered;
  - from misuse or abuse of substance, alcohol and/or drugs by the Person Covered; unless the drug is taken in accordance with an authorized medical prescription;
  - from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
- Death or Disablement or any other loss sustained by the Person Covered:-
  - while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;
  - while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
  - while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft;
  - while committing or attempting to commit any unlawful act.
- Death or Disablement or any other loss consequent upon the Person Covered engaging in hunting, mountaineering, rock climbing, hiking / trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) ionisation radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
  - (b) nuclear weapons material.
6. losses caused directly or indirectly, wholly or partly by:
  - (a) any other kind of disease;
  - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Takaful Certificate and performed within the time provided in this Takaful Certificate);
  - (c) while the Person Covered is under the influence of alcohol or drug abuse while driving;
  - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
7. any Bodily Injury which shall result from hernia;
8. claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
9. if the Person Covered does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
10. the Person Covered engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
11. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Takaful Participant's own criminal act.
12. if the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Takaful Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional Takaful Contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
  - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
14. claims engage in following occupations:
  - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
  - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
  - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Person Covered is off-duty at the time of the Accident and the Bodily Injury does not arise in the course of the Person Covered employment or any activity related to the Person Covered employment), or
  - (d) activities or work involving scaffolding, gondolas, ropes or cables.
15. arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
16. Consequential loss or damage of any kind.
17. to persons below the age of eighteen (18) and over the age of seventy-five (75) years old.
18. Any loss or damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

## CONDITIONS

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

### 1. **CONDITION PRECEDENT TO THE LIABILITY**

This Takaful Certificate shall be automatically null and void when:

- a) If the Proposal or Declaration of the Takaful Participant is found untrue in any respect, or if any material fact on the Takaful Participant or the Person Covered be incorrectly stated therein or omitted therefrom;
- b) if this Takaful Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.



## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 2. CHANGES

The Takaful Participant shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Person Covered has become affected.

If the Person Covered be injured after having changed his occupation to one classified by the Company as more hazardous than that stated in the Proposal or subsequent Endorsement to this Takaful Certificate, the Company will only be liable to pay such portion of the indemnities provided in this Takaful Certificate.

All notices required to be given by the Takaful Participant to the Company must be in writing addressed to the Company and neither alteration in terms of this Takaful Certificate nor Endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company. No agent has the authority to change this Takaful Certificate or to waive any of the provisions hereunder.

The Takaful Participant shall give notice to the Company of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against the Accident and/or incapacity.

### 3. CLAIMS PROCEDURE

In the case of Bodily Injury to which this Takaful Certificate relates:-

- (a) the Takaful Participant shall procure that the Person Covered always acts upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
- (b) written notice must be given to the Company within fourteen (14) days of the date of the Accident causing such injury

Failure to give notice within the time provided in this Takaful Certificate shall not summarily invalidate the claim if it shall be shown by the Takaful Participant that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

No action at law or in equity shall be brought to recover the compensation under this Takaful Certificate prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. No such action shall be brought after the expiration of one (1) year from the time written proof of loss is required to be furnished.

All information and evidence required by Us shall be furnished at Your or Your legal personal representative expense and shall be in such form and of such nature as prescribed by Us. You as and when required shall undergo medical examination at Your own expense in respect of any claim of Permanent Disablement. In case of Your death, reasonable notice shall be given to Us before interment or cremation and We may require to be represented at a post mortem examination on Your body. We shall have the right and opportunity to conduct an autopsy at our own expense where it is permitted by law.

### CLAIMS PROVISIONS

1. Compensation under Permanent Disablement is payable only if the disability is caused by a Bodily Injury which wholly prevents the Person Covered from engaging in any business, or occupation or performing any work, for compensation or profit, provided, that to determine if a total disablement has become permanent, it must continue uninterruptedly for a period of at least twelve (12) months from the date of Bodily Injury and at the expiry of that period is beyond hope of improvement.
2. Benefits on Death and Permanent Disablement shall not be paid in aggregate under this Takaful Certificate to the intent that where compensation in respect of Permanent Disablement aggregates to less than 100% of the total Benefits paid to Takaful Participant, the coverage under Death and/or Permanent Disablement shall be reduced in proportion to the amount paid from the date of accident until the expiration of the Takaful Certificate.
3. Unless otherwise agreed and endorsed hereon, the compensation payable in respect of Death or Disablement occurring where more than one Person Covered is (to the Takaful Participant's knowledge) traveling in the same conveyance, shall be limited to an aggregate of RM6,000,000.00 only. In the event the aggregate exceeds the said amount, the Company will be obliged to settle the claims of the respective Person Covered on a proportionate basis to the number of affected Person Covered.
4. The total sum payable under this Takaful Certificate in respect of any one or more Accidents to the Person Covered shall not exceed in all, the largest sum covered under any one of the Items contained in the Schedule of Benefits or added to this Takaful Certificate by Endorsement.

### 4. ABSOLUTE OWNER

The Company shall be entitled to treat the Takaful Participant as the absolute owner of the Takaful Certificate and shall not be bound to recognise any equitable or other claim to or interest in the Takaful Certificate.

### 5. DEFAULT PAYMENT

If default be made in the payment of Contributions for this Takaful Certificate, the subsequent acceptance of a Takaful Contribution by the Company or by its duly authorized agents shall reinstate the Takaful Certificate, but only to cover losses resulting from Accidental injury thereafter sustained.

### 6. RIGHTS OF THE COMPANY

The Company shall have the right and opportunity to examine or require the examination of the Takaful Participant whenever and as often as it may reasonably require during the pendency of claim hereunder.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 7. CHANGE IN RISK

If the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Takaful Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional Takaful Contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any Accident arising therefrom.

### 8. PHYSICAL DISABILITY

If the consequence of an accident shall be aggravated by any condition or physical disability of the Person Covered which existed before the Accident occurred, the amount of any compensation payable hereunder in respect of the consequences of the Accident shall be the amount which is reasonably considered by the Company to be payable if such consequences had not been so aggravated.

## SECTION 9 : INLAND TRANSIT

**WHEREAS** the Participant by a Proposal and Declaration which shall be the basis of this Takaful Certificate and is deemed to be incorporated herein has applied to the Company for the Takaful hereinafter contained and has paid or agreed to pay the First Takaful Contribution as consideration for such Takaful.

**NOW THIS CERTIFICATE WITNESSETH** that if during the Period of Takaful the Property whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances within the Territorial Limits shall be lost destroyed or damaged by Fire Theft or Accidental Means, then the Company shall indemnify the Takaful Participant in respect of such loss destruction or damage but not exceeding the Limits of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Participant in respect of such transit.

**PROVIDED** that if the total value of the Property in transit exceeds the Limit of Liability shall be considered as being his own Takaful Operator for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

### EXCLUSIONS (APPLICABLE TO SECTION 9 ONLY)

The Company shall not be liable in respect of :-

1. loss or destruction of or damage to livestock explosives goods of a dangerous nature tobacco cigarettes cigars wines spirits radios televisions tape recorders furs watches clocks jewellery gold and silver articles precious metals and stones bullion cash bank notes stamps deed bonds securities bills of exchange documents manuscripts or plans.
2. destruction of or damage to china glass earthenware pictures scientific instruments statuary marble or plasterwork unless caused by fire theft an accident to the conveyance or an object falling on to the conveyance loss of any liquid gas or goods from containers by leakage or spilling unless caused by fire an accident to the conveyance or an object falling on to the conveyance.
3. loss destruction or damage caused by delay or inherent vice or nature of the subject matter Participant weather atmospheric conditions ordinary leakage ordinary loss in weight wear and tear vermin insufficiency or unsuitability of packing hooks delay loss of market depreciation or deterioration or consequential loss of any kind.
4. loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
5. loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion.
6. loss destruction or damage occasioned by or happening through confiscation nationalisation detention requisition or wilful destruction by any government public municipal local or customs authority.
7. theft or pilferage in which any employee of the Participant is concerned as principal or accessory.
8. loss destruction or damage directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
  - (b) nuclear weapons material
9. loss of or damage to the goods which are stolen from any unattended conveyances.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### CONDITIONS

1. This Takaful Certificate and the Schedule shall be read together as one contract and any word or expression to which a specified meaning has been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company from which this Takaful Certificate was issued and notice or knowledge of anything relating to the Takaful Certificate or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the terms of this Takaful Certificate nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.
3. The Takaful Participant shall take all reasonable precautions for the safety of the property and shall act with reasonable despatch in all circumstances within their control.  
  
When the property is carried on any vehicle or trailer owned or operated by the Takaful Participant then the Takaful Participant shall exercise all care and diligence in the selection of steady trustworthy sober and competent drivers and shall see that all vehicles or trailers are overhauled periodically and kept in a proper and efficient state of repair.
4. On the happening of any event giving rise or likely to give rise to a claim under this Certificate coming to his knowledge the Participant shall:
  - (a) give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible and in any event within thirty days of such notice deliver to the Company a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof and of the loss destruction or damage
  - (b) take immediate steps to minimise the damage and recover any missing property and give notice to any Third Party who had custody of the property or who may be responsible for loss destruction or damage.
  - (c) if the claim be one for theft give immediate notice to the Police.

### SECTION 10 : FIDELITY GUARANTEE

The Company will indemnify the Takaful Participant

1. against direct pecuniary loss caused by any Fraudulent or Dishonest Act committed during any Period of Takaful by any Employee in connection with his employment with the Takaful Participant  
  
Provided always such act of fraud or dishonesty is discovered during the aforesaid Period of Takaful or within twelve (12) months thereafter or within twelve (12) months after the death, dismissal or retirement of the Employee whichever event shall first happen.
2. for auditor's fee incurred with the Company's written consent solely to substantiate the amount of any claims made under 1 above.

### EXCEPTIONS (APPLICABLE TO SECTION 10 ONLY)

The Company shall not be liable for loss

1. in respect of any improper financial gain obtained by any Employee in the form of salaries fees commission or other benefits earned in the normal course of employment
2. of interest or consequential loss of any kind
3. Third Party Fraud
4. Unexplained missing
5. Loss by hypnotism
6. Misappropriation of stocks

### CONDITIONS

This Takaful Certificate and the Schedule shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or in the Schedule shall bear such meaning wherever it may appear.

#### 1. THE TAKAFUL PARTICIPANT'S DUTIES

The Participant shall

- a) at all times comply with the system of check declared in the Proposal and with any subsequent change to the system of check which has been advised to and accepted in writing by the Company

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

- b) advise the Company immediately of
  - i) any material change in nature of the Participant's Business
  - ii) any change to the system of check declared in the Proposal

In the absence of such advice and written acceptance by the Company of the change the Company shall not be liable for any subsequent loss which otherwise would have been indemnifiable under the Certificate.

- c) not continue to entrust an Employee with money or goods after having knowledge of any material fact tending to cast doubt on the honesty of such Employee
- d) take reference in respect of each Employee in accordance with the Takaful Participant's criteria in the Proposal or as otherwise agreed in writing by the Company
- e) If any part of the Takaful Contribution or Renewal Contribution is based on estimates furnished by the Takaful Participant, the Takaful Participant shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record the Takaful Participant shall within one month after the expiry of each Period of Takaful furnish such information as the Company may require the contribution or renewal contribution shall thereupon be adjusted and the difference paid by or allowed to the Takaful Contribution.

## 2. CLAIMS PROCEDURE

On discovery of any act default or circumstances which may give rise to a claim the Takaful Participant shall

- a) forthwith give written notice to the Company
- b) immediately take all steps to prevent further loss
- c) supply at the request of and free of any expense to time Company all such proof information and other evidence relating to the claim as the Company may require

## 3. LOSS REDUCTION AND RECOVERY

The Takaful Participant shall whether the Company's liability hereunder shall have been ascertained or not give all reasonable assistance to enable the Company to obtain by legal proceedings or otherwise the reimbursement of any loss by the Employee or by the Employee's estate or recovery of the loss from any other source

The following shall be deducted from any amount otherwise payable as indemnity under this Takaful Certificate

- a) any money of the Employee in the hands of the Takaful Participant
- b) any money which but for the Employee's dishonesty would have been due to the Employee from the Takaful Participant

The Takaful Participant and the Company shall share any other recovery (excluding takaful / insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

## 4. FORFEITURE

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Takaful Participant or anyone acting on the Takaful Participant's behalf to obtain benefit under this Takaful Certificate all benefit hereunder shall be forfeited.

## 5. JURISDICTION

This Takaful Certificate, the Proposal and Endorsements hereon including the schedulers hereto shall be construed in accordance with the laws of Malaysia.

## SECTION 11 : PLATE GLASS TAKAFUL

Subject to the terms contained herein or endorsed hereon if any of the glass at the Premise shall during 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 Takaful 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 covered thereon.

## EXCLUSIONS (APPLICABLE TO SECTION 11 ONLY)

The Company shall not be liable in respect of

- 1. breakage occasioned by or traceable to
  - (a) construction of or structural alterations to the Premise.
  - (b) alterations to or removal of any of the glass.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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.

## CONDITIONS

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

### 1. DUTY OF CARE

The Takaful Participant shall take all reasonable precautions to prevent breakage loss or Damage.

### 2. CLAIMS CONDITIONS

- (a) **Reporting of any Incident by the Takaful Participant**  
In the event of any breakage loss or Damage the Takaful 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.
- (b) **Security**  
The Company shall be entitled in the company's or the Takaful Participant's name to take steps for securing from any person responsible for such breakage loss or Damage reimbursement of any sums payable hereunder.

### 3. NOTICE OF ALTERATIONS

The Takaful 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 Premise and shall pay may additional Takaful Contribution required by the Company.

### 4. AVERAGE

If at the time any claim arises under this Takaful Certificate, the cost of replacing the glass is greater than the sum covered the Takaful Participant shall be considered as being the Takaful Participant's own Takaful 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.

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

The Proposal including all future or subsequent Proposal or Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

### 1. NOTICE

Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No changes in this Takaful Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.



**ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:**

**2. TAKAFUL CONTRIBUTION PAYMENT**

No payment in respect of any Takaful 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 Takaful Participant.

**3. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful or Insurance 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 Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

**4. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under this Takaful Certificate and should there be any other Takaful covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.

**5. TRANSFER OF INTEREST**

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 Takaful Participant except to a transferee approved by the Company.

**6. CANCELLATION**

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover provided that there is no claim made under this Takaful Certificate. The Company may also cancel the Takaful Certificate (provided it is necessary, reasonable and justifiable) by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall not be liable to repay for the losses incurred 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 Takaful Participant.

**7. SUBROGATION**

The Company is entitled to undertake in the Takaful Participant's name and on the Takaful Participant's behalf:

- (a) The full conduct, control and settlement of any proceedings;
  - (b) Recover compensation or secure Indemnity from any third party in respect of anything covered by this Takaful Certificate.
- at the Company's own expense and benefit.

**8. ARBITRATION**

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 policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

**9. RECEIPT OF DISCHARGE**

Payment of any sum made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.

**10. TAKAFUL CONTRIBUTION ALLOCATION**

Takaful Contribution allocated by the Takaful Participant as shown in the Schedule shall be placed in the Ta'awuni Account Pool (TAP) at inception to pay Wakalah Fee to Shareholders' Fund and Tabarru' to Risk Fund. The Company will manage the TAP according to the Wakalah principle as defined by the Company and in accordance with the Shariah principles

The Company will charge up to 30% of the Takaful Contribution as an upfront Wakalah fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help all Takaful Participants in time of misfortune.

Should you have any inquiries on the actual Wakalah fee charged, please contact the Company (Tel: 03-2723 9696 @ e-mail: [ikhlascare@takaful-ikhlas.com.my](mailto:ikhlascare@takaful-ikhlas.com.my)), for details.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 11. SURPLUS

The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. Upon Takaful Certificate expiry, if the amount due to Takaful Participants is less than RM10, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful participants as an act of good deed. The threshold, method and time of settlement of the surplus distribution shall be defined in the Surplus Management Policy. The threshold is not applicable if the Takaful Participants provided their banking information to the Company.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund. If there is a deficit in the Risk Fund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

### 12. THIRD PARTY ENGAGEMENT

In carrying out the mandate conferred on it by the Takaful Participants, the Company, may find it necessary to avail itself the services of third parties, therefore the Takaful Participants hereby authorise the Company to engage with the third party for the purpose and benefit of participants and Takaful Business.

### 13. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfilment of the terms, conditions and endorsements of this Takaful Certificate in so far as they relate to anything to be done or complied with by the Takaful Participant or the Takaful Participant and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

### 14. FRAUD

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 Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful 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) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

### 15. GOVERNING LAW

This Takaful Certificate including all its Proposals and Schedules is subject to Bank Negara Malaysia guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

### 16. TIME

Time wherever mentioned in this Takaful Certificate, shall be of the essence of the agreement.

### 17. ASSIGNMENT

No assignment of interest under this Takaful Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the original Takaful Certificate is furnished to the Company at the Head Office.

### 18. TAX

Any contributions, fees and/or monies payable under this Takaful Certificate are subject to any taxes, levies, or charges imposed by the relevant authorities in Malaysia unless otherwise stated.

### 19. EXPENSES

The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.

## CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Takaful that the Takaful Contribution due must be paid and received by the Company within sixty (60) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Takaful Certificate.

If this condition is not complied, this contract of Takaful is automatically cancelled and the Company shall be entitled to the pro rata Takaful Contribution on the period they have been on risk.

Where the Takaful Contribution payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was received by a person, including a Takaful agent, who was not authorized to receive such Takaful Contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Takaful Certificate.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

THIS TAKAFUL CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE TAKAFUL PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE TAKAFUL PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE TAKAFUL PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TAKAFUL CERTIFICATE.

### CLAUSES/ ENDORSEMENTS/ PERILS AND WARRANTIES

#### MONEY TAKAFUL

##### **1. CASH CARRYING WARRANTY/ SECURITY WARRANTY**

It is warranted that during the currency of this Takaful Certificate, all carrying of cash, bank notes, currency notes, current trading stamps and uncrossed cheques exceeding the amount specified in the Schedule must be accompanied by professional armed guard provided by the cash carrying company / Security Company or accompanied by police.

Subject otherwise to the terms and conditions of the Takaful Certificate.

##### **2. ARMED ROBBERY AND HOLD-UP CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover the risk of armed robbery and hold-up inside the Premise described herein. It is further declared and agreed that the indemnity granted under this Endorsement shall apply to the taking away of the Takaful Participant's property:

- a. by violence inflicted upon a custodian
- b. by putting him in fear of violence; and
- c. from the custodian who has been killed or rendered unconscious

Subject otherwise to the terms and conditions of the Takaful Certificate.

##### **3. DAMAGE TO SAFES/ CABINETS/ CASH BOXES/ STRONGROOM/ CASH REGISTER AND THE LIKE**

It is hereby declared and agreed that this Takaful Certificate shall extend to cover Damage to safe / drawers / cabinets by such robbery or theft or attempt thereat, provided that the Takaful Participant is the owner or liable for such Damage.

##### **4. LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary it is agreed that this Takaful will not be prejudiced by any inadvertent delays errors or omission in notifying the Company any circumstances or events giving rise or likely to give rise to a claim under this Takaful Certificate.

Provided that

- (a) the loss/Damage must be fully substantiated.
- (b) the Company's liability shall not be increased by such delays errors or omission.
- (c) the burden of proving that a loss has occurred shall be upon the Takaful Participant.
- (d) the Company's right to recover (in the name of the Takaful Participant or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (e) in no circumstances shall the Company be liable for any loss or Damage not notified to them within six (6) calendar months after the events giving to a claim.

Subject otherwise to the terms and conditions of this Takaful Certificate.

#### PUBLIC LIABILITY TAKAFUL

##### **1. PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property Damage covered under this Takaful Certificate shall mean physical Damage to the substance of property.

Physical Damage to the substance of property shall not include Damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Takaful Certificate:-

- (a) Loss of or Damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or Damage. Notwithstanding this exclusion, loss or Damage to data or software, which is the direct consequence of covered physical Damage to the substance of property, shall be covered.
- (b) Loss or Damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or Damage.

## ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

### 2. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Takaful or any Endorsement thereto, it is agreed that this Takaful excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Takaful, the burden of proving the contrary shall be upon the Takaful Participant.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the terms and conditions of this Takaful Certificate.

### 3. STRIKE, RIOT AND CIVIL COMMOTION

It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Takaful Certificate to endorse thereon and subject to the Takaful Participant having paid the agreed extra Takaful Contribution, this Takaful Certificate shall be extended to cover loss or Damage due to riot, strike and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or Damage to the property covered directly caused by

1. the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Condition hereof.
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbances.
3. the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimizing the consequence of any such act.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Takaful Certificate shall apply in all respects to the Takaful granted by this extension save insofar as the same are expressly varied by the following Special Conditions and any reference to loss or Damage in the wordings of the Takaful Certificate shall be deemed to include the perils hereby covered against.
2. the following Special Conditions shall apply only to the coverage granted by this extension to the Takaful granted by this Takaful Certificate as if this Endorsement has not been made thereon.

#### SPECIAL EXCLUSIONS

1. This Takaful does not cover
  - a. loss or Damage resulting from total or partial cessation of work or retarding or interruption or cessation of any process or operation.
  - b. loss or Damage occasioned by permanent or temporarily dispossessing resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - c. Loss or Damage occasioned by permanent or temporarily dispossessing of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Takaful Participant in respect of physical Damage to the property covered occurring before dispossessing or during temporary dispossessing.

2. 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. War, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war.
  - b. Mutiny, civil commotion assuming to proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
  - c. Any act of any person acting on behalf of or in connection with any organization with activities directed towards to the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or 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 upon the Takaful Participant.

**ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:**

This Takaful may at any time be terminated by the Company on notice to the effect being given by registered post to the Takaful Participant's last known address, in which case the Company shall be liable to pay the rateable proportion of the Takaful Contribution for the unexpired term from the date of cancellation.

**PLATE GLASS TAKAFUL****1. AUTOMATIC REINSTATEMENT OF SUM COVERED**

It is hereby declared and agreed that in the event of any claim sustainable under the Takaful Certificate, the sum covered in respect of the item against which payment is made is reinstated upon payment of the appropriate additional Takaful Contribution to the Company until the expiry date of the Takaful Certificate.

**2. FIRST LOSS BASIS**

This Takaful Certificate issued is a First Loss Coverage up to an amount (as shown in the Schedule) being part of the full value as described in the Schedule, it is understood and agreed that in the event of the total value at risk being at the time of any loss within the meaning of this Takaful Certificate is of greater than the full value as described in Schedule the Takaful Participant shall be considered as being their own Takaful operator for the difference and shall bear a rateable proportion of the loss accordingly.

Subject otherwise to the terms, conditions and exceptions of the Takaful Certificate.

**COMPREHENSIVE PERILS TAKAFUL****1. MAINTENANCE WARRANTY**

It is warranted that during the continuance of this Takaful Certificate

- (a) the Takaful Participant shall overhaul and maintain each machine in good working order to a standard which is at least in accordance with the applicable manufacturers and suppliers' recommended maintenance and overhaul schedules and that it shall not be overloaded;
- (b) the Takaful Participant shall at his own expense arrange for each crane, lift, boiler or other pressure vessel (or where specially requested by the Company any other machine) to be thoroughly examined by a competent person in accordance with Government of Malaysia or other related laws and regulations, but in any event at intervals of not more than 12 months for each crane, lift or boiler and 24 months for other pressure vessels.

**2. PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property Damage covered under this Takaful Certificate shall mean physical Damage to the substance of property.

Physical Damage to the substance of property shall not include Damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Takaful Certificate:-

- (a) Loss of or Damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or Damage. Notwithstanding this exclusion, loss or Damage to data or software, which is the direct consequence of covered physical Damage to the substance of property, shall be covered.
- (b) Loss or Damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or Damage.

**3. LOSS NOTIFICATION CLAUSE (Within 30 days)**

Notwithstanding anything contained herein to the contrary it is agreed that this Takaful will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim inside the Takaful Certificate.

Provided that

- (a) the loss/ Damage must be fully substantiated.
- (b) the Company's liability shall not be increased by such delays errors or omission.
- (c) the burden of proving that a loss has occurred shall be upon the Takaful Participant .
- (d) the Company's right to recover (in the name of the Takaful Participant or otherwise) from any responsible party for the loss shall not have been prejudiced.
- (e) in no circumstances shall the Company be liable for any loss or Damage not notified to them within six (6) calendar months after the event giving rise to a claim.

Subject otherwise to the terms and conditions of the Takaful Certificate.



**ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:**

**IMPORTANT NOTICE**

We care about the service that We provide for Our customers, and Our staff makes every effort to maintain as high a standard as possible. In the event that We do not meet Your expectations and You are dissatisfied in some way, We would like to know and would ask You to write to Our:

**Customer Relationship Management Department,  
Takaful Ikhlas General Berhad,  
IKHLAS Point, Tower 11A, Avenue 5, Bangsar South,  
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

Tel: +603-27239696

Fax: +603-27239998

E-mail: [complaints@takaful-ikhlas.com.my](mailto:complaints@takaful-ikhlas.com.my)

For legal notices to be considered as properly served or any official correspondences, please send to:

**Takaful Ikhlas General Berhad,  
5<sup>th</sup> Floor, Bangunan Malaysian Re  
No.17, Lorong Dungun, Damansara Heights  
50490 Kuala Lumpur**

**Attention to: President and Chief Executive Officer**

If you are not satisfied with the rejection or offer of settlement of a claim, you may appeal to the Company. If you are still not satisfied with the decision of the Company, you may then refer the case to the Financial Markets Ombudsman Service within six (6) months from the final decision of the Company. The address is as follows:

**Financial Markets Ombudsman Service (200401025885)**

(formerly known as Ombudsman for Financial Services)

Level 14, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel: +603-2272 2811

Website: [www.fmos.org.my](http://www.fmos.org.my)

**Contact Centre (BNMTELELINK)**

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia

P.O. Box 10922

50929 Kuala Lumpur

Tel : 1-300-88-5465 (1-300-88-LINK)

Fax : +603-2174-1515

E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)