



TAKAFUL IKHLAS GENERAL BERHAD (1233870-A)

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(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

IKHLAS FIRE PROTECT TAKAFUL CERTIFICATE

For Consumer Takaful Contracts (Takaful plan wholly for purposes unrelated to Takaful Participant's trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution as specified in the Takaful Certificate Schedule and pursuant to the answers given in the Takaful Participant's proposal form (or when the Takaful Participant applied for this Takaful) and any other disclosures made by the Takaful Participant between the time of submission of the Takaful Participant's Proposal Form (or when the Takaful Participant applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by the Takaful Participant shall form part of this contract of takaful between the Takaful Participant and **Takaful Ikhlas General Berhad** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Takaful Participant's answers or in any disclosures given by the Takaful Participant, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between the Takaful Participant and the Company.

For Non - Consumer Takaful Contracts (Takaful plan for purposes related to Takaful Participant's trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution as specified in the Takaful Certificate Schedule and pursuant to the answers given in the Takaful Participant's proposal form (or when the Takaful Participant applied for this Takaful) and any other disclosures made by the Takaful Participant between the time of submission of the Takaful Participant's proposal form (or when the Takaful Participant applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by the Takaful Participant shall form part of this contract of Takaful between the Takaful Participant and **Takaful Ikhlas General Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Takaful Participant's answers or in any disclosures made by the Takaful Participant, it may result in avoidance of the Takaful Participant's contract of Takaful, refusal or reduction of the Takaful Participant's claim(s), change of terms or termination of the Takaful Participant's contract of Takaful.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between the Takaful Participant and the Company.

Whereas the Takaful Participant named in the Schedule hereto has made to the Company a written Proposal by completing a questionnaire which, together with any other statements made in writing by the Takaful Participant for the purpose of this Takaful Certificate, is deemed to be incorporated herein.

Now this Certificate of Takaful witnesses that, subject to the Takaful Participant having paid to the Company the Takaful Contribution mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Takaful Participant in the manner and to the extent hereinafter provided.

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. **"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.
3. **"Depreciation"** means the reduction in the value of the item or property due to Wear and Tear.
4. **"Endorsement"** means written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
5. **"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.
6. **"Indemnity"** means putting the Takaful Participant back to the Takaful Participant's same financial position immediately before the loss without claiming more than what is covered by the Takaful Certificate.
7. **"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.
8. **"Perils"** means the specific risk or cause of loss/damage to the covered property.
9. **"Period of Takaful"** means the period of Takaful shown in the Schedule.
10. **"Personal Effects"** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
11. **"Premise"** means the land at the address shown on the Schedule on which the building is built.
12. **"Proposal"** means the proposal form 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.
13. **"Qard"** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender
14. **"Risk Fund"** means a pool of fund based on the concept of Tabarru' providing mutual protection and Indemnity among the Takaful Participants.
15. **"Schedule"** means the Takaful Certificate Schedule where both the covered items and Sum Covered are specified.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

16. **“Sum Covered”** shall mean the amount the Takaful Participant has covered on the Takaful Participant’s property as shown on the Schedule.
17. **“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.
18. **“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.
19. **“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.
20. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Certificate shall be complementary with one another.
21. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
22. **“Takaful Participant”** means the person named in the Schedule as “the Participant”.
23. **“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.
24. **“Wear and Tear”** means damage or a reduction in value through age, ordinary use or lack maintenance.

BASIS OF TAKAFUL

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

1. This Takaful Certificate is not intended to and does not cover:
 - (a) 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.
 - (b) Loss or damage occasioned by or through or in consequence of the burning of property by order of any public authority.
 - (c) Loss or damage occasioned by or through or in consequence of subterranean fire.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (e) 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, this Takaful Certificate 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,alang, prairie, pampas or jungle, and the clearing of lands by fire.
3. This Takaful Certificate does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - (e) Any act of terrorism.

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

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

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 Certificate, 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 Certificate, 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 Certificate or Policies except in respect of any Excess beyond the amount which would have been payable under the Marine Certificate or Policies had this Takaful not been effected.

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 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.

2. 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.

3. 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.

4. 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.

5. 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.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

6. OTHER TAKAFUL/ INSURANCE

If there are any other Takaful/ Insurance covering the same or part of the same loss, damage or liability, the Company will only pay a share of the total loss, damage or liability proportionally.

7. FALLEN BUILDINGS OR DISPLACEMENT

All Takaful under this Certificate

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this 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.

8. ALTERATIONS AND REMOVALS

Under any of the following circumstances the Takaful Certificate 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.

9. CANCELLATION

This Takaful Certificate may be terminated 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. This Takaful Certificate may also be cancelled for any reasons whatsoever at the option of the Company 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.

10. 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.

11. 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 a particular 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; and
- (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.

12. RECEIPT OF DISCHARGE

Payment of any amount paid or 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.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

13. EXTENSIONS

The Takaful Certificate extends to include:

- (a) Loss by THEFT during or after the occurrence of a fire or any other Perils hereby covered until such time as the removal of debris and/or salvaging of the property covered which shall be carried out with reasonable dispatch is completed.

PROVIDED always that the Takaful Participant shall take all reasonable precautions to safeguard the property covered and the Company's maximum liability shall not exceed 10% of the total Sum Covered or RM400,000 whichever is lower for any one (1) occurrence and in the aggregate any one (1) Period of Takaful.

- (b) i) wages of the Takaful Participant's employees other than full-time members of a Works Fire Brigade.
ii) the cost of replacement of firefighting appliances and destruction of or damage to materials (including employees' clothing and Personal Effects) unless otherwise specifically covered.
iii) 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.

14. 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 total Sum Covered hereby or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on behalf of the Company.

15. 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.

16. 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 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.

17. 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:

18. 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;
- (b) Authorized sole agent or agent;
- (c) Authorized broker, authorized distributor;
- (d) Building contractor;
- (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.

19. 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.

20. 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.

21. REINSTATEMENT OF LOSS

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.

22. ARBITRATION

Any difference on the amount of any loss of damage between the Takaful Participant and the Company shall be referred to an Arbitrator who shall be appointed in writing by the Takaful Participant and the Company. In case the Takaful Participant and the Company are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then the Takaful Participant and the Company shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two (2) months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

The Takaful Participant and the Company clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before the Takaful Participant can commence legal proceedings on the Company.

23. 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.

24. 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 44% 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 times of misfortune.

25. SURPLUS

The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the Risk Fund 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. If the amount due to Takaful Participant is less than the threshold, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful Participants. The threshold and the method and time of settlement of the surplus distribution shall be as defined in the Surplus Management Policy.

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.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

26. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfilment of the terms, conditions and Endorsement of this Takaful Certificate in so far as they relate to anything to be done or complied with by 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.

27. GOVERNING LAW

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

28. TIME

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

29. 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.

30. 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.

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.

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

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

**Takaful Ikhlas General Berhad,
IKHLAS Point, 9th Floor, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 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 Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows:

<p>Ombudsman for Financial Services (664393P) Level 14, Main Block Menara Takaful Malaysia No. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel: +603-2272 2811 Fax: +603-2272 1577 E-mail: enquiry@ofs.org.my Website: www.ofs.org.my</p>	<p>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</p>
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