



TAKAFUL IKHLAS GENERAL BERHAD (1233870-A)

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

IKHLAS HOME PROTECT TAKAFUL CERTIFICATE

OUR AGREEMENT

A. Consumer Takaful Contracts (Takaful wholly for purposes unrelated to Your 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 Your Proposal Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of Takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, 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 You and Us.

B. Non - Consumer Takaful Contracts (Takaful for purposes related to Your 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 Your Proposal Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of Takaful between You and Us. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, 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.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us

WHAT MAKES UP THIS TAKAFUL CERTIFICATE

Takaful does not cover You against everything that can happen.

Please read Your Takaful Certificate carefully to make sure You understand what it covers, the terms and conditions applicable and make sure You are satisfied with this Takaful.

The heading does not form part of the Takaful Certificate wording.

The Takaful Certificate, Schedule and Endorsements must be read together as they form Your Takaful contract.

This Takaful Certificate sets out what You are covered for as shown on the Schedule and the circumstances where You are not protected or covered.

The coverage provided under this Takaful Certificate is subject to You fully observing and fulfilling the terms, provisions, Endorsements and clauses of the Takaful Certificate.

YOUR DUTY TO INFORM US

Duty of Disclosure

Applicable for Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application 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 are 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 Application Form (or when You applied for this Takaful) is inaccurate or has changed.

Applicable for Non-Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes related to Your trade, business or profession, You have 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 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 claims(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 Application Form (or when You applied for this Takaful) is inaccurate or has changed.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Notice of Other Takaful

You must inform Us of any other Takaful that You have bought at the time of entering this Takaful, and also during the period of this takaful, covering any of the same property covered under this Takaful Certificate. Such notice should be given and endorsed by Us in this Takaful Certificate before the Occurrence of any loss or damage.

COVERING CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

The Company will cover the Buildings and/or Contents as shown on the Schedule during the Period of Takaful.

This cover will be given on the basis: -

- (a) that the Takaful Participant agrees to pay the Company the Takaful Contribution for the cover, and
- (b) of the verbal/written information provided by the Takaful Participant at the point of entering into this Takaful Certificate.

In respect of Covered Event occurring during the Period of Takaful and subject to the limitations, exceptions and conditions contained or endorsed in the Takaful Certificate, the Company will, by payment or by reinstatement or repair, indemnify the Takaful Participant against loss or damage to the property covered as mentioned in the Schedule.

This Takaful Certificate covers the covered property up to the amount of the Sum Covered as stated in the Schedule for loss or damage to the Takaful Participant's Building and/or the Takaful Participant's Contents caused by a Covered Event.

The Schedule will show if the Takaful Participant has covered the Takaful Participant's Building, Contents or both.

CONTENTS

What is Covered	What is Not Covered
<p>The cover for the Contents is limited to:</p> <ul style="list-style-type: none"> (a) No one article (furniture, pianos, organs, household appliances, radios, hi-fi equipment, wireless set, video recorder, and television sets not included) shall be of greater value than five (5) percent of the total Sum Covered on Contents, unless such article is specially declared as a separate item; (b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the total Sum Covered on Contents. 	<p>The cover for the Contents will not include:</p> <ul style="list-style-type: none"> (a) Part of the structure or ceiling, wallpapers or anything similar; (b) Property covered under more specific Takaful Certificate; (c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the Schedule.

COVERED EVENTS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

What is Covered	What is Not Covered
<p>The Company will provide cover for loss or damage to the Building and/or Contents of the Takaful Participant caused by any of the following:</p> <ol style="list-style-type: none"> 1) Fire, lightning, thunderbolt, subterranean fire 2) Explosion 3) Aircraft and other aerial devices and/or articles dropped therefrom 4) Impact with any of the Buildings: <ul style="list-style-type: none"> (a) For Private Dwellings, by any road vehicle or animals including road vehicles or animals belonging to or under the control of: <ul style="list-style-type: none"> • The Takaful Participant; or • Family member of the Takaful Participant. (b) For block of flats or apartments, by any road vehicles or animals including road vehicles and animals belonging to or under the control of: <ul style="list-style-type: none"> • The Takaful Participant; or • Agent or servant of the Takaful Participant; or • Any person resident on the Private Flats or Apartments 	<p>The Company will not provide cover for loss or damage to the Building and/or Contents of the Takaful Participant as follows:</p>

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

5) Bursting or overflowing of domestic water tanks, apparatus or pipes	(a) The Excess amount stated on the Schedule. (b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a Building or any such attempt	(a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one Period of Takaful, the cover will be suspended unless agreed by the Company by way of an Endorsement. (b) Loss or damage due to theft by domestic servants or any member of the Takaful Participant.
7) Hurricane, cyclone, typhoon, windstorm	(a) The Excess amount stated in the Schedule. (b) Loss or damage to: i) any Building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;
8) Earthquake, volcanic eruption	The Excess amount stated in the Schedule
9) Flood	(a) The Excess amount stated in the Schedule. (b) Loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
10) Bush/ Lalang	
11) Damage by falling trees or branches and objects therefrom	First RM250.00 of each and every claim under this endorsement
12) Robbery and Hold Up in the Premises of Your property	

ADDITIONAL BENEFITS

This refers to additional benefits provided to the Takaful Participant without any additional Takaful Contribution, but which are subject to the terms and conditions of the Takaful Certificate.

Applicable if the Takaful Certificate covers Buildings only

A) Cash Advance

What is Covered	What is Not Covered
<p>Payment of cash advance will be made to the Takaful Participant if desired provided that it is established that the loss is indemnifiable under this Takaful Certificate.</p> <p>The amount paid under this benefit shall be deducted from total indemnifiable loss amount and is limited to ten (10) percent of indemnifiable loss or maximum RM10,000.00.</p>	

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

B) Home Financing Assistance

What is Covered	What is Not Covered
<p>The Company will pay an additional 15% of the loss amount as ascertained by our appointed adjuster, or up to six (6) months instalment of Your home financing, or the balance of your loan whichever is lower will be made to Takaful Participant if the property covered suffers at least 50% loss or damage caused by Fire, Lightning, Flood or Subsidence and Landslip (if the peril is extended in the Takaful Certificate)</p> <p>Subject otherwise to the terms and condition of the Takaful Certificate</p> <p>Example 1: <i>Total Sum Covered: RM150,000.00</i> <i>Loss amount payable caused by Fire: RM100,000.00 @ 67% loss</i> <i>15% of loss amount is RM15,000.00</i> <i>Home financing's monthly instalment: RM2,000.00</i> <i>6 months home financing's instalment is RM12,000.00</i> <i>Amount payable under this benefit is RM12,000.00</i></p> <p>Example 2: <i>Total Sum Covered: RM150,000.00</i> <i>Loss amount payable caused by Fire: RM100,000.00 @ 67% loss</i> <i>15% of loss amount is RM15,000.00</i> <i>Home financing's monthly instalment: RM3,000.00</i> <i>6 months home financing's instalment is RM18,000.00</i> <i>Amount payable under this benefit is RM15,000.00</i></p> <p>Example 3: <i>Total Sum Covered: RM150,000.00</i> <i>Loss amount payable caused by Fire: RM100,000.00 @ 67% loss</i> <i>15% of loss amount is RM15,000.00</i> <i>Home financing's monthly instalment: RM2,000.00</i> <i>6 months home financing's instalment is RM12,000.00.</i> <i>Remaining financing instalment is 2 months @ RM4,000.00</i> <i>Amount payable under this benefit is RM4,000.00</i></p> <p>Example 4: <i>Total Sum Covered: RM500,000.00</i> <i>Loss amount payable caused by Fire: RM100,000.00 @ 20% loss</i> <i>Amount payable under this benefit is RM0.00</i></p>	

C) Plate Glass

What is Covered	What is Not Covered
<p>The Takaful is extended to cover accidental breakage of glass sheets fitted to the structure of the building subject to the terms, exceptions, limits and conditions contained herein.</p> <p>If, during the Period of Takaful, any of the glass sheets fitted to the structure of the building shall be accidentally broken, the Company will:</p> <ol style="list-style-type: none"> replace such broken glass with glass of a similar manufacture or quality or at the option of the Company to pay to the Takaful Participant, an amount equivalent to the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet. pay the cost necessarily incurred in boarding up the aperture caused by such breakage for which the Company is liable hereunder. 	<ol style="list-style-type: none"> breakage of or damage to frames or framework of any description. the cost of removal or replacement of any fittings or fixtures. breakage of glass in conservatories, greenhouses or outbuildings. breakage of glass which is broken or damaged before the commencement of this Takaful. any consequential loss. <p>Subject otherwise to the terms of the Takaful Certificate</p>

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Applicable if the Takaful Certificate cover Contents only

A) Contents Temporarily Removed

What is Covered	What is Not Covered
<p>The Takaful Certificate covers for a Covered Event when the Contents are temporarily removed from the Takaful Participant's Private Dwelling, but remaining within the Geographical Area, provided such Contents are not covered under another Takaful/ Insurance.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the total Sum Covered on Contents.</p>	<p>(a) Contents removed for sale or exhibition.</p> <p>(b) Contents placed at furniture storage area.</p> <p>(c) Losses due to Covered Event 7 (hurricane, cyclone, typhoon, windstorm), Covered Event 8 (earthquake, volcanic eruption) and Covered Event 9 (flood) whilst the Contents are in transit.</p>

B) Breakage to Mirrors

What is Covered	What is Not Covered
<p>The Takaful Certificate covers for breakage of mirrors whilst in the Private Dwelling.</p> <p>The limit of liability is RM500.00 per piece any one accident.</p>	<p>(a) Hand mirrors</p>

C) Compensation for Death

What is Covered	What is Not Covered
<p>The Takaful Participant is covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occurs within three (3) calendar months of such injury.</p> <p>If there is more than one (1) named covered under the Takaful Certificate, the Company will be liable for a pro-rate proportion of the compensation. For a Corporation, the Takaful Participant must nominate a person or persons and lodge their name(s) with the Company.</p> <p>The limit of liability of this benefit is the sum specified on the Schedule or one-half of the total Sum Covered on Contents, whichever is lesser.</p>	

D) Servant's Property

What is Covered	What is Not Covered
<p>The Takaful Certificate covers for loss or damage caused by a Covered Event to clothing and Personal Effects of domestic servant(s) of the Takaful Participant, who stay with the Takaful Participant or family of the Takaful Participant within the Geographical Area as stated on the Schedule, provided such Contents are not covered under another Takaful/ Insurance.</p>	<p>(a) Cash, currency notes, bank notes and stamps.</p>

E) Automatic Hold Cover

What is Covered	What is Not Covered
<p>The Takaful Certificate automatically extends to cover any additional properties which may be acquired by the Takaful Participant during the currency of this Takaful Certificate up to RM20,000.00, provided that the Takaful Participant shall advise the Company within thirty (30) days of any acquisition of any such properties and shall pay the additional Takaful Contribution from effective date of acquisition.</p>	

F) Contents in Compound

What is Covered	What is Not Covered
<p>The Takaful Certificate covers for loss or damage caused by Covered Event to Takaful Participant's garden tools and footwear kept within the fenced compound of covered premise.</p> <p>Subject to a maximum limit of RM250.00 any one loss and on the aggregate.</p>	

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

G) Loss of Money

What is Covered	What is Not Covered
<p>The Takaful Certificate covers accidental and physical loss of money (including withdrawal of money from ATM under threat of bodily injury or physical harm) and liability for debts arising out of illegal use by any unauthorised person of Takaful Participant's credit card arising out of theft accompanied by forcible and violent entry or armed robbery at the covered premise</p> <p>Subject to a maximum limit of RM1,000.00 any one loss and on the aggregate.</p>	<p>(a) Money not belonging to Takaful Participant</p> <p>(b) Theft or armed robbery by family member of the Takaful Participant</p>

Applicable if the Takaful Certificate covers either Building and/or Contents

H) Rent Takaful

What is Covered	What is Not Covered
<p>As an owner, the Takaful Participant is provided with coverage for loss of rent in the event the Takaful Participant's Private Dwelling House as stated on the Schedule is no longer habitable, as a result of a Covered Event for the period necessary for reinstatement.</p> <p>As an occupier, the Company will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of a Covered Event, for the period necessary for reinstatement.</p> <p>The total limit of liability shall not exceed ten (10) percent of the total Sum Covered on Buildings and/or Contents.</p> <p>This benefit is an additional to the total Sum Covered as stated on the Schedule.</p>	

I) Liability to Public

What is Covered	What is Not Covered
<p>The Company will indemnify the Takaful Participant or spouse of the Takaful Participant legal liability in respect of accidents or series of accidents arising out of one Occurrence, during the Period of Takaful to property or bodily injury to another person, who is not a Family member of the Takaful Participant, Household or in service of the Takaful Participant:</p> <p>(a) Liability as owner of the covered Building caused by a defect in the Buildings.</p> <p>(b) Liability as an occupier in respect of accidents which occur in or about the Private Dwelling House.</p> <p>Limit of liability of the Company shall not exceed the sum specified on the Schedule.</p> <p>The Company will also indemnify the Takaful Participant or spouse of the Takaful Participant:</p> <p>i) Legal costs and expenses recoverable from the Takaful Participant or spouse of the Takaful Participant by any claimant provided such legal cost and expenses were incurred before the date the Company shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one Occurrence.</p> <p>ii) Legal costs and expenses incurred by the Takaful Participant or spouse of the Takaful Participant with consent of the Company.</p> <p>If Buildings are for blocks of flats or apartments, the Company's Indemnity to the Takaful Participant is restricted to legal liability of the Takaful Participant for claims made on the Takaful Participant as owner of the Buildings, as specified on the Schedule, but not as a resident occupying any part of the covered Buildings in respect of any accident occurring during the Period of Takaful.</p> <p>The Company will indemnify the Takaful Participant's personal representative in the event of death of the Takaful Participant, in respect of the liability incurred by the Takaful Participant or spouse of the Takaful Participant, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Takaful Certificate.</p>	<p>(a) Any claims brought against the Takaful Participant or spouse of the Takaful Participant, in any courts in country outside Malaysia.</p> <p>(b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>(c) The Company shall not be liable for injury or damage arising out of or incidental to:</p> <ul style="list-style-type: none"> • Ownership, possession or use by or on behalf of the Takaful Participant or spouse of the Takaful Participant of any lift, vehicle, vessel or craft of any kind; • The carrying out of alterations, additions, repairs or decorations to the Takaful Participant's Buildings; • Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the covered Buildings), for Takaful for Private Flats or Apartments; • Any contractual agreement; • Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos; • Any part of the covered Buildings used in connection with profession or business of the Takaful Participant.

GENERAL EXCEPTIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

The Takaful Certificate will not cover for the following circumstances:

1. The Company will not cover loss or damage or other contingency caused directly or indirectly by:
 - (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
 - (b) Mutiny, military or popular uprising, 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;
 - (c) 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 groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said Occurrences shall be deemed to be loss, damage or a contingency which is not covered by this Takaful Certificate. The Takaful Participant has to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, 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.

2. The Company will not cover loss or damage:
 - (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;
 - (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
 - (c) arising from or in consequence of or contributed by nuclear weapons material;
 - (d) 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. Solely for this purpose, combustion shall include any self-sustaining process of nuclear fission.
3. The Company will not cover Consequential loss or damage of any kind except Rent Takaful.
4. 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.

HOW WE WILL SETTLE YOUR CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

Permission Takaful Interest

Only You have rights to claim from Us, except upon Your death, or by operation of law, the passing of interest of this Takaful to another person shall only take effect after We have endorsed the Takaful Certificate.

No Right of Claim from Any Other Person

Whilst the Takaful Certificate cover property of Your Family or domestic servant, only You can make a claim on their behalf.

Limit to Three (3) Paying Guests only

This Takaful Certificate is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – I) Liability to the Public, these persons are deemed to be members of Your Household.

Market Value

We will indemnify You the covered value or the Market Value of the covered property whichever is lower subject to the deduction of any Excess.

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.

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

- (a) manufacturer, or
- (b) authorised sole agent or agent, or
- (c) authorised broker, authorised distributor, or
- (d) building contractor, or
- (e) loss adjuster registered under the Islamic Financial Services Act 2013, or
- (f) Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 to be mutually appointed by You and Us.

The valuation so obtained shall be conclusive in any legal proceedings against Us

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Our Maximum Liability

Our total liability to You in respect of loss or damage during any one Period of Takaful will not exceed the amount stated against each item or on the aggregate, the Total Sum Covered specified on the Schedule or such other sum or sums endorsed in this Takaful Certificate.

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 You 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.

Excess

For loss or damage (except by fire) to the Buildings of the Private Dwelling House by any Covered Event where Excess applies, Excess shall separately apply to:

- a) each building. All buildings at the same Premises stated in the Schedule are considered as one building.
- b) each incident. If the same Covered Event occurs within seven (7) consecutive days, it is considered as the same incident.

Other Takaful/Insurance

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

Subrogation

We are entitled to undertake in Your name and on Your behalf:

- the full conduct, control and settlement of any proceedings;
 - recover compensation or secure Indemnity from any third party in respect of anything covered by this Takaful Certificate.
- at Our own expense and benefit.

Fraud

We will not pay if Your claim is in any way fraudulent by You or persons acting on Your behalf.

Right of Access and Control

On the happening of any loss or damage We are entitled to:

- enter any building where the loss or damage has happened;
- take and keep possession of the covered property;
- deal with the salvage of the damaged covered property.

However, You shall not abandon the damaged covered property to Us.

Arbitration

Any difference on the amount of any loss of damage between You and Us shall be referred to an arbitrator who shall be appointed in writing by You and Us. In case You and Us are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then You and Us 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.

You and Us clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before You can commence legal proceedings on Us.

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.

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.

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.

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.

HOW TO MAKE A CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

Notice and Proof of Claim

You must immediately notify in writing to Us of any loss or damage and:

- at Your own expense and within thirty (30) days after the incident, deliver to Us a claim in writing with detailed particulars and proofs as We may reasonably require;
- for loss or damage by theft or attempted theft, You must immediately make a Police report.

Building Plans

If We elect to reinstate any building, You must furnish Us plans, specifications and quantities as We may reasonably require.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

Liability Claims

You shall upon receiving any notice of any accident or claim from other parties, give Us immediate notice in writing and as soon as possible supply Us full particulars in writing.

You shall send to Us immediately any writ, summons or other legal process issued or commenced against You and provide all necessary information and assistance to enable Us to settle or resist any claim or institute proceedings.

You shall not without Our written consent:

- admit or repudiate any claim or liability;
- offer or negotiate to pay a claim

YOUR RESPONSIBILITY (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

Duty of Care

You shall use all reasonable diligence and care to keep the Premises in proper state of repair. As owner of the Private Dwelling, You shall made good as soon as possible any defect discovered and shall, in the meantime, take additional precautions to prevent injury, loss or damage.

We will not be liable for any injury, loss or damage caused by You failing to remedy such defect after receiving notice from Us or from any person or public body.

Reinstatement of Sum Covered

After a loss, the full Sum Covered of this Takaful shall be maintained.

You are required to pay an additional pro rate Takaful Contribution based on the amount of loss calculated from the date of loss to the expiry date of Takaful.

Unvalued Takaful Certificate Clause

This is an unvalued Takaful Certificate. You must prove to the satisfaction of the Takaful operator the value of the property at the time of the happening of its destruction or the amount of such damage.

**HOW YOUR TAKAFUL CERTIFICATE MAY BE CANCELLED
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

You may cancel this Takaful Certificate at any time by giving Us notice in writing. You shall be entitled to a refund of Takaful Contribution after We have charged You based on Our customary short-period rates or minimum Takaful Contribution payable under the Takaful Certificate, whichever is higher.

We may also cancel this Takaful Certificate at any time by giving You seven (7) days' notice in writing and will refund the pro rate Takaful Contribution equal to the unexpired Period of Takaful.

**TAKAFUL CONTRIBUTION ALLOCATION AND SURPLUS DISTRIBUTION
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

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 60% 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.

Surplus Management

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

DEFINITIONS

Under this Takaful Certificate:

1. **“Buildings”** means Buildings of a Private Dwelling House at the Premise and includes:
 - (a) all domestic offices, stables;
 - (b) garages and out-buildings on the same Premise used solely in connection to it and on the same Premise;
 - (c) Fixtures and Fittings;
 - (d) walls, gates and fences around the Premise.
2. **“the Company”, “We”, “Our” and “Us”** 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. **“Consequential Loss”** means financial loss.
4. **“Contents”** means household goods and Personal Effects of every description, belonging to the Takaful Participant or any Family member of the Takaful Participant normally residing with the Takaful Participant contained in the Private Dwelling House, Private Flats or Apartments and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same Premise specified on the Schedule.
5. **“Covered Event”** means one of the Perils listed under this Takaful Certificate.
6. **“Depreciation”** means the reduction in the value of the item or property due to Wear and Tear.
7. **“Endorsement”** means a written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
8. **“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 Benefits.
9. **“Family” and “Household”** means any person(s) who normally reside with the Takaful Participant.
10. **“Fixtures” and “Fittings”** means items that are permanently attached to Building of the Takaful Participant.
11. **“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.
12. **“Indemnity”** means putting the Takaful Participant back to the Takaful Participant’s same financial position immediately before the loss.
13. **“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.
14. **“Occurrence”** means the exact period when the incident took place.
15. **“Open”** means anywhere at the Premise not fully enclosed by walls and a roof and which is not able to be secured, also any out-buildings on the Premise if such Buildings are not able to be secured.
16. **“Perils”** means source of the misfortune or disaster that causes damage to the covered property.
17. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
18. **“Personal Effects”** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
19. **“Premise”** means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.
20. **“Private Dwelling House”** shall mean the Buildings of flats and apartments. When blocks of flats or apartments are covered, Private Dwelling House will refer to the Private Flats or Apartments.
21. **“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.
22. **“Qard”** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
23. **“Robbery and Hold Up”** means that the items covered are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against You, or person living with You in a common household, or other persons authorised to be in Your premise
24. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
25. **“Schedule”** means the Takaful Certificate Schedule where both the covered items and Sum Covered are specified.
26. **“Sum Covered”** means the amount the Takaful Participant has covered on either the Takaful Participant’s Building, the Takaful Participant’s Contents (including specified Contents) as shown on the Schedule. This shall include the Additional Benefits and any of the Optional Benefits selected by the Takaful Participant.

ATTACHING TO AND FORMING PART OF TAKAFUL CERTIFICATE NO:

27. **“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.
28. **“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.
29. **“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.
30. **“Takaful Certificate”** means consisting of all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
31. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
32. **“the Takaful Participant”, “You” and “Your”** means the person named in the Schedule as “the Participant”.
33. **“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.
34. **“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.
35. **“Wear and tear”** means damage or a reduction in value through age, ordinary use or lack of maintenance.

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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