



TAKAFUL IKHLAS GENERAL BERHAD (1233870-A)

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

IKHLAS INDUSTRIAL ALL RISKS TAKAFUL CERTIFICATE

This Takaful Certificate should be read carefully and its terms noted

Takaful Ikhlas General Berhad (hereinafter called "The Company") agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Takaful Participant to recover hereunder) that after payment of the first Takaful Contribution.

For 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.

For 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 Certificate) 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

SECTION I

If any of the Property Covered situated in the Premises within the Geographical Area as specified in the Schedule be accidentally physically lost destroyed or damaged other than by an excluded cause (hereinafter termed Damage) at any time during the period of Takaful or any subsequent period in respect of which the Takaful Participant shall have paid and the Company shall have accepted the Takaful Contribution required for the renewal of this Takaful Certificate

The Company will pay to the Takaful Participant the value of the property at the time of the happening of the Damage or at its option reinstate or replace such property or any part thereof

SECTION II

If at any time during the period of Takaful the business carried on by the Takaful Participant at the premises specified in the schedule is interrupted or interfered with in consequence of damage indemnifiable under Section I, then the Company shall indemnify the Takaful Participant for the amount of loss resulting from such interruption or interference in accordance with the provisions contained in the specification relating to this Section.

Provided that at the time of the happening of the damage there shall be in force a cover that covering the interest of the Takaful Participant in the property at the premises against such damage and that

(i) payment shall have been made or liability would have been admitted therefore:

or

(ii) payment would have been made or liability would have been admitted therefor but for the operation of a proviso in such coverage excluding liability for losses below a specified amount.

Provided that the liability of the Company in respect of each Section in any one period of Takaful shall in no case exceed

(i) in respect of each item the sum expressed in the Schedule to be covered thereon or in the whole the total sum covered hereby

(ii) any limit of liability shown in the Schedule

or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

**EXCLUSIONS
(APPLICABLE TO SECTIONS I AND II)**

A. EXCLUDED CAUSES

This Takaful Certificate does not cover:-

1. Damage to the property covered caused by

- (a) (i) faulty or defective design materials or workmanship latent defect gradual deterioration deformation or distortion or wear and tear
- (ii) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the Premises.
- (iii) Settling or bedding down the structures shrinkage or expansion of foundations walls, floors or ceilings

Unless damage by a cause not excluded in the Takaful Certificate ensues and then the Takaful Participant shall be liable only for such ensuing damage.

Damage to the property covered caused by

- (b) (i) collapse or cracking of buildings
- (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour, flavour texture or finish action of light vermin insects marring or scratching or inherent vice.

Unless such loss is caused directly by damage to the property covered or to premises containing such property by a cause not excluded in the Takaful Certificate.

- (c) (i) theft unless accompanied by violence or threat of violence to persons or forcible and violent entry to or exit from the premises.
- (ii) any fraudulent scheme trick device or false pretence practiced upon the Takaful Participant or upon any person(s) having care of the covered property at such time
- (iii) acts of infidelity or acts of dishonesty on the part of the Takaful Participant or any of the employees of the Takaful Participant.
- (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error.
- (v) cracking, fracturing, collapse or overheating of boilers economizers vessels, tubes or pipes nipple leakage or the failure of welds of boilers.
- (vi) mechanical or electrical breakdown or derangement of machinery or equipment including electronic installations computers and data processing equipment.
- (vii) damage to boilers economizers turbines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.
- (viii) bursting overflowing discharging or leaking of water tanks, apparatus or pipes when the premises becomes unoccupied and so remains for a period of more than thirty (30) days.

Unless

- (d) (i) damage by a cause not excluded in the Takaful Certificate ensues and the Company shall be liable only for such ensuing Damage and/or
- (ii) such loss is caused by Damage to the property covered or to premises containing such property by a cause not excluded in the Takaful Certificate
- (iii) coastal or river erosion
- (iv) storm tempest water and rain to property in the open (other than property designed to exist and operate in the open)
- (v) the freezing solidification or inadvertent escape of molten or gaseous material unless a fire ensues then the Company shall be liable for such ensuing damage
- (vi) false programming punching labeling or inserting inadvertent canceling of information or discarding of data media and loss of information caused by magnetic fields

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2. Damage caused by or arising from
 - (a) any willful act or willful negligence on the part of the Takaful Participant or any person acting on his behalf
 - (b) cessation of work
 - (c) delay or loss of market
 - (c) consequential losses of any description other than those covered under section II
3. Damage occasioned directly or indirectly by or through or in consequence 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 the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurper power
 - (c) acts of terrorism committed by a person or person acting on behalf of or in connection with any organization. This Exclusion A3 (c) shall nor apply to Damage by Fire

For the purpose of this exclusion A3 (c) "terrorism" means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear

- (d)
 - (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
 - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Company are not relieved of any liability to the Takaful Participant in respect of Damage to the property covered occurring before dispossession of during temporary dispossession which is otherwise covered by this Takaful Certificate
- (e) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provision of a Exclusions A3 (a) (b) and (c) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Takaful Participant

4. Damage directly or indirectly cause by or arising from or in consequence of or contributed to by
 - (a) nuclear weapons material
 - (b) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion A4 (b) combustion shall include any self-sustaining process of nuclear fission

B. EXCLUDED PROPERTY

This Takaful Certificate does not cover

1.
 - (a) money cheques bullion negotiable instruments and securities of all kinds any curiosity or work of art (other than drawing, painting and sculpture of individual value not exceeding RM500.00 per item) furs garments trimmed with fur jewellery watches pearl set or unset precious stones gold silver platinum or other precious metal and alloy.
 - (b) documents manuscripts plans drawings designs patterns models moulds business books or computer systems records for the value to the covered of the information contained therein.
 - (c) property sold by the Takaful Participant under conditional sale trust agreement installment plan or deferred payment plan or after delivery to customers
 - (d) vehicles licensed for road use (including accessories thereon) caravans railway locomotives or rolling stock watercraft spacecraft aircraft or the like
 - (e) property in transit other than within the premises specified in the Schedule
 - (f) property or structures in course of demolition construction or erection and materials or supplies in connection therewith
 - (g) land (including top-soil back –fill drainage or culverts) driveways pavements roads runways railway lines dams of all kinds weirs overhead lines transmissions mask irrigation systems sewer systems storage tanks and the contents thereof reservoirs canals harbours rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property
 - (h) animals livestock growing crops standing timber plants lawns trees and shrubs.
 - (i) property damaged as a result of its undergoing any process

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- (j) machinery during installation removal or resiting (including dismantling and re-erection) if directly attributable to such operations
 - (k) property undergoing alteration repair testing installation or servicing including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss
 - (l) property in course of manufacture if such loss destruction or damage is sustained while the property is being actually worked on and directly resulting from such work unless Damage by a cause not otherwise excluded ensues and then the Company will be liable only for such ensuing loss
 - (m) property more specifically covered
2. Damage to property which at the time of the happening of such 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(s) or policies had this coverage not been effected.

CONDITIONS

(APPLICABLE TO SECTIONS I AND II)

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.

1. IDENTIFICATION

This Takaful Certificate and the Schedule (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 shall appear.

2. MISDESCRIPTION

If there by any material misdescription by the Takaful Participant or any one acting on his behalf of any of the property hereby covered or of any building or place in which such property is contained or of the business or premises to which this Takaful Certificate 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 under this Takaful Certificate for the property affected by any such misdescription misrepresentation or omission.

3. CESSATION OF RISK

Under any of the following circumstances this 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 Takaful Certificate.

- (a) if the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building or containing the covered property be changed in such a way as to increase the risk of loss or damage.
- (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 the 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 passes from the Takaful Participant otherwise than by will or operation of law.

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- (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.
- (f) In respect of Section II only, if the business be wound up or carried on by a liquidator or Receiver or permanently discontinued.

4. CANCELLATION

This cover 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 cover may also be terminated at the option of the Company on thirty (30) days' notice to that effect being given to the Takaful Participant in which case the Company shall not be liable to repay on for the losses incurred on the same basis as described earlier.

Note: A handling fee of RM10.00 will be charge in the event of cancellation made by the Takaful Participant.

5. 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.

6. SAFEGUARDS AND MAINTENANCE

The Takaful Participant shall at all times and as far as is reasonably practicable take steps to safeguards the property covered and maintain it in a proper state of repair. The Takaful Participant shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the safety use and inspection of the property covered.

7. CLAIMS

If any event giving rise to or likely to give rise to a claim under this Takaful Certificate comes to his knowledge the Takaful Participant shall

- (a) immediately
 - (i) take steps to minimize the loss or damage and recover any missing property
 - (ii) give notice in writing to the Company and
 - (iii) give notice to the police if the event be theft or suspected theft or willful or malicious damage
- (b) within thirty (30) days of such further time as the Company may in writing allow deliver to the Company
 - (i) a claim in writing for the loss of damage containing as particular an account as may be reasonably practical of all the several articles or items of property lost or damaged and the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage
 - (ii) particulars of all other insurances if any

The Takaful Participant shall at all times at his own expense produce procure and give to the Company all such further particulars plans specifications books vouchers invoice duplicates or copies thereof documents proofs and information with respect to the claim and the origin and cause of the loss or damage and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of 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 any matters connected therewith.

8. 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.

9. COMPANYS' RIGHTS AFTER A LOSS

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 premises where the loss or damage has happened.
- (b) Take possession of or required to be delivered to it any property of the Takaful Participant in the buildings or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine sort arrange remove or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account o 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 this Takaful Certificate or if any claim is made until notice 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 rights to rely upon any of the Conditions of this Takaful Certificate in answer to any claim.

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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 benefit 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.

10. FORFEITURE

If any claim upon this Takaful Certificate be in any respect fraudulent 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 destruction or damage be occasioned by the willful act or with the connivance of the Takaful Participant all benefit under this Takaful Certificate shall be forfeited.

If a claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection or (in case of an arbitration taking place in pursuance of Condition 14 of this Takaful Certificate) 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.

11. TIME LIMITATION

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months

- (i) in respect of Section I, from the happening of the loss or damage
- (ii) in respect of Section II, from the end of the Indemnity Period or, if later, three (3) 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.

12. SUBROGATION

The Takaful Participant shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief and indemnity from other parties to which the Company shall be or would become entitled or subrogated upon their paying for or would become entitled or subrogated upon their paying for or making good any loss destruction or damage under this Takaful Certificate whether such acts and things shall be or become necessary or required before or after this indemnification by the Company.

13. CONTRIBUTION

If at time of any loss destruction or damage happening to any subject matter covered there be any other subsisting insurances whether by the Takaful Participant or by any other person or persons covering the same subject matter the Company shall not be liable to pay or contribute more than their rateable proportion of such loss destruction or damage.

14. AVERAGE

The sums covered of each item under Section I and of Section II of this Takaful Certificate are declared to be separately subject to Average.

Section I:

If the subject matter covered at the of loss destruction or damage be collectively of greater value than the sum covered thereon then the Takaful Participant shall be considered as being his own Company for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one of the Takaful Certificate shall be separately subject to this condition.

Section II:

The cover is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- (a) in respect of reduction in Turnover :
the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) In respect of Increase in Cost of Working :
the additional expenditure (subject to the provisions of the Uncovered Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the damage, provided that if the Sum Covered by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

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15. DEDUCTIBLES

This Takaful Certificate does not cover in respect of each Section the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Takaful Certificate including any condition of average.

It is further warranted that during the currency of the Takaful Certificate the Takaful Participant shall not effect coverage in respect of the amounts of the deductibles stated in the Schedule.

16. ARBITRATION

If any difference shall arise 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 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 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 or damage if disputed shall be first obtained.

17. REPAIR 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 another Company or Companies 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 expand 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.

18. EXTINGUISHING EXPENSES AND RESCUE TEAM COSTS

The coverage of this Takaful Certificate is held to include:-

- i) wages of the Takaful Participant's employee other than full time members of a Works Fire Brigade.
- ii) The cost of replenishment of fire fighting appliances and destruction of a damage to materials (including employees' clothing and personal effects unless otherwise specifically covered).
- iii) Other costs (including loss or damage to property to gain access)

Necessarily and reasonably incurred in extinguishing fires or in saving property or life from loss or damage by any peril herein at or adjoining the situation of the property covered or immediately threatening to involve such property.

19. 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 35% 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.

“**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.

“**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.

“**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.

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20. 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.

"Qard" shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.

21. 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.

22. 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.

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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