



## TAKAFUL IKHLAS GENERAL BERHAD (1233870-A)

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

### IKHLAS PUBLIC LIABILITY TAKAFUL

This Takaful Certificate does not provide coverage for products or goods supplied in the course of the Takaful Participant's principal business activity

This Takaful Certificate the Schedule and any Clauses/Memoranda/Warranties thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

#### THE TAKAFUL PARTICIPANT AND THE COMPANY AGREE

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Takaful Participant will pay the Takaful Contribution
3. The Company will subject to the terms of this Takaful Certificate provide the cover
4. The following shall be conditions precedent to any liability of the Company
  - (a) observance of the terms of this Takaful Certificate relating to anything to be done or complied with by the Takaful Participant
  - (b) the truth of the Proposal

#### COVER

The Company will indemnify the Takaful Participant against liability at law for damages and claimant's costs and expenses in respect of

- (a) accidental injury to persons
- (b) accidental damage to tangible property

Happening within the Geographical Limits during any Period of Takaful in connection with the Business of the Takaful Participant.

#### LIMIT OF INDEMNITY

The total amount payable by the Company for damages and claimant's costs and expenses in respect of

- (a) one claim or all claims of a series (whether arising in one Period of Takaful or not) consequent on or attributable to one source or original cause
- (b) any one Period of Takaful for all claims

shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Takaful Certificate.

The Company will in addition pay all costs and expenses incurred with its written consent.

#### DEFINITIONS

For the purpose of this Takaful Certificate

1. Business shall include
  - (a) the ownership repair and maintenance of the Takaful Participant's own property
  - (b) the provision and management of canteen sports and welfare organizations for the benefit of the Takaful Participant's employees and first aid fire and ambulance services
2. Damage shall mean physical loss or damage and shall include all resultant loss of use anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.
3. Employee shall mean any
  - (a) person under a contract of service or apprenticeship with the Takaful Participant
  - (b) person hired to or borrowed by the Takaful Participant
  - (c) self-employed person
  - (d) person employed by labour only sub-contractors

While working for the Takaful Participant in connection with the Business

4. Geographical Limit shall mean
  - (a) the Territory defined in the Schedule
  - (b) elsewhere in the world but only in respect of Injury of Damage which arises out of the activities of a person whose normal place of residence is in the Territory but is away for a short time in connection with the Business of the Takaful Participant
5. Injury shall mean bodily injury disease or illness including death resulting therefrom.
6. Pollutants shall mean any solid liquid gaseous or thermal irritant or contamination including but not limited to smoke vapour soot fumes acids alkalis bacteria chemical sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.
7. Products shall mean all goods and products supplied (including those supplied as part of any service rendered or contract work executed) by the Takaful Participant together with containers packaging and instructions supplied therewith.

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8. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Takaful Participant in addition thereto or in substitution therefor.

**EXTENSION**

The following shall be indemnified subject to the Limit of Indemnity in this Takaful Certificate as if a separate Takaful Certificate had been issued to each

1. The personal representatives of the Takaful Participant in respect of liability incurred by the Takaful Participant.
2. If the Takaful Participant so requests

- (a) any principal for whom the Takaful Participant is carrying out work in connection with the Business
- (b) any director or Employment of the Takaful Participant

in respect of liability for which the Takaful Participant would have been entitled to indemnify under this Takaful Certificate if the claim had been made against the Takaful Participant.

- (c) the officers committees and members of the Takaful Participant's canteen social sports and welfare organizations and first aid fire and ambulance services in their respective capacities as such

each of whom shall as though the Takaful Participant be subject to the terms of this Takaful Certificate so far as they can apply.

**EXCEPTIONS**

The Company shall not be liable in respect of

1. Injury or Damage caused by or any arising in connection with the ownership possession or use by or on behalf of the Takaful Participant of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or water-borne craft.
2. Injury to any Employee or any claim arising under any Workmen's Compensation law.
3. Damage to
  - (a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
  - (b) property owned leased rented or occupied by the Takaful Participant
  - (c) property held in trust by or in the custody or control of the Takaful Participant other than premises at which the Takaful Participant is undertaking work in connection with the Business
  - (d) that part of any property worked upon by the Takaful Participant or any person acting on behalf of the Takaful Participant which arises out of such work
4. Claims arising of liability by the Takaful Participant under agreement unless such liability would have attached in the absence of such agreement.
5. Claims arising out of a breach of the duty owned in a professional capacity by the Takaful Participant.
6. Claims arising out of advice design formula or specification provided for a fee.
7. Injury or Damage directly or indirectly caused by or arising out of Pollutants.
8. Claims damages costs and expenses arising out of any obligation on the Takaful Participant or others to test for monitor clean up remove contain treat detoxify or neutralize or in any way respond to or assess the effects of Pollutants on structures premises sites or land currently or previously owned occupied used by or under the control of the Takaful Participant where the obligation arises out of such ownership occupancy use or by the Takaful Participant.
9. Claims arising out of Products supplied except for food and drink supplied by the Takaful Participant in canteens and sports and social clubs provided by the Takaful Participant for the use of Employees.
10. The cost of recalling any defective or potentially defective Product supplied.
11. Fines or penalties
  - (a) aggravated exemplary or punitive damages
12. Injury or Damage directly or indirectly caused by or arising out of or in connection with any work undertaken on any offshore rig or platform nor any work related travel undertaken on any vessel or aircraft to or from any offshore rig or platform.
13. Injury of Damage directly or indirectly caused by or arising from
  - (a) mining processing transportation distribution and/or storage of asbestos
  - (b) manufacture of asbestos products and/or processing of materials containing asbestos
  - (c) any process of decontamination treatment or control of asbestos

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14. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- (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. For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission
15. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

**GENERAL CONDITIONS**

**1. Duty of Care**

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

**2. Passengers Lifts Boilers and Pressure Vessels**

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

**3. Contribution Adjustment**

If any part of the Takaful Contribution or Renewal Takaful Contribution is based on estimates furnished by the Takaful Participant, the Takaful Participant shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Takaful Participant shall within one month from the expiry shall thereupon be adjusted and the difference paid by or allowed to the Takaful Participant.

**4. Cancellation**

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, in which case the Company will refund the pro-rate Takaful Contribution for the unexpired period of cover. This Takaful may also be cancelled 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 be liable to repay on the same basis as described earlier.

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

**5. Changes**

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

All notices required to be given by the Takaful Participant to the Company must be in writing address to the Company and neither alteration in terms of this Takaful Certificate nor endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the company.

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

Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Takaful Certificate not limited to the Schedules or Proposal by giving the Takaful Participant sufficient days' notice on such amendments and changes.

**6. 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 40% 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.

"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.

"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.

"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.

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**7. 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.

**8. Jurisdiction**

The Takaful provided herein shall apply only to judgements that are delivered by obtained from a court in MALAYSIA. Furthermore the Takaful shall not apply to any judgement or order obtained in MALAYSIA for the enforcement of a judgement obtained elsewhere.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**CLAIMS CONDITIONS**

**1. Reporting of any Incident by the Takaful Participant**

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

**2. Claims Correspondence**

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

**3. Conduct of Claim**

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

**4. Company's Option**

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

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**5. Contribution to Costs**

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

**6. Contribution**

If at the time of any claim there is or but for the existence of this Takaful Certificate there would be other insurance/takaful covering the same liability the indemnity provided by this Takaful Certificate will not apply except in respect of any amount beyond that which would have been payable under such other insurance/takaful had this Takaful Certificate not been affected.

**WARRANTY/CLAUSE**

The Takaful Certificate is subject to the following warranty/clauses

**PL29 CONTRIBUTION WARRANTY**

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

If this condition is not complied with then this contract is automatically cancelled and the takaful operators shall be entitled to the pro rata contribution on the period they have been on risk.

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

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

**PL30 PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

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

Consequently the following are excluded from this Takaful Certificate:-

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

**PL31 TERRORISM EXCLUSION CLAUSE**

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

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the treat 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), which form its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposed or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear

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

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

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

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

**THE FOLLOWING CLAUSES/MEMORANDA/WARRANTIES SHALL APPLY TO AND FORM PART OF THIS TAKAFUL CERTIFICATE WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO.**

**PL01 INDEMNITY TO DIRECTORS AND EXECUTIVES MEMORANDUM**

The Company will indemnify the directors and executives subject to the Limit of Indemnity in this Takaful Certificate as if a separate Takaful Certificate had been issued to each and in respect of liability for which the Takaful Participant would have been entitled to indemnity under this Takaful Certificate if the claim had been made against the Takaful Participant.

Provided that:

- a) each shall as though the Takaful Participant be subject to the terms of this Takaful Certificate so far as they can apply
- b) the extension by this Memorandum shall not apply to or include liability at law in respect of injury to any person under a contract of service or apprenticeship with the director and/or executive where the injury arises out of hand in the course of such person's employment of service with the director and/or executive

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

**PL03 CROSS LIABILITY CLAUSE**

Each of the parties named as the Takaful Participant shall be indemnified subject to the Limit of Indemnity in this Takaful Certificate as if a separate Takaful Certificate had been issued to each.

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

**PL05 CAR PARK LIABILITY CLAUSE**

Vehicles (including spare parts and accessories thereon) left in garage or parking place belonging to or under the control of the Takaful Participant shall not be deemed to be property held in trust by or in the custody or control of the Takaful Participant

Provided that:

- a) such garage or parking place is not used by the Takaful Participant for any motor trade purpose
- b) in respect of Damage to such vehicles the Company shall not be liable for the first RM1,000.00 for one claim or all claims or a series consequent on or attributable to one source or original cause.

Provided further that the Company shall not be liable in respect of Injury or Damage arising while any vehicle is being driven with the consent of the Takaful Participant by any person who to the knowledge of the Takaful Participant does not hold a license to drive such vehicle or who is disqualified such license.

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

**PL07 LOADING AND UNLOADING CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extend to indemnify the Takaful Participant against liability at law as herein provided

- a) arising out of and in the course of loading and unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle
- b) caused by any articles or part of the load falling from a vehicle whilst in transit

Provided that there is no other insurance/takaful in force covering such liability at the time of claim

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

**PL10 GUEST EFFECTS EXTENSION CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover liability of the Takaful Participant in respect of Damage to the Personal Effects of the Takaful Participant's Guest occurring at the Territory as specified in the Schedule provided that:

- a) the liability of the Company in respect of Damage to the property of guests shall not exceed RM1,000.00 in respect of any on quest of RM100,000.00 in any one Period of Takaful
- b) an Excess of RM100.00 shall apply to each and every Guest in respect of each and every claim

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For the purpose of this extension the property belonging to the Takaful Participant's Guest shall not be deemed to be property held in trust by or in the custody or control of the Takaful Participant

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

**PL12 NON-OWNED VEHICLE CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover the Takaful Participant's liability at law arising

- i) out of the use of any vehicle not owned by the Takaful Participant but used in connection with the Business of the Takaful Participant
- ii) out of the use of any vehicle hired or lease by any of the Takaful Participant's employees and used in connection with the Business of the Takaful Participant

Provided that:

- a) such vehicle is not licensed for use on public road and do not require any compulsory insurance/takaful
- b) there is no other insurance/takaful in force covering such liability at the time of claim

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

**PL15 TENANT'S LIABILITY EXTENSION CLAUSE**

Notwithstanding Exception 3 b) and c) the Company will indemnify the Takaful Participant against liability at law in respect of accidental Damage to premises (including their fixtures and fittings) leased or rented by the Takaful Participant, unless such liability arises from an agreement to maintain in force cover in respect of damage to such premises and fixtures and fittings

Provided that in respect of Damage to such premises (including their fixtures and fittings) other than by fire or explosion the Company shall not be liable for the first RM1,000.00 for one claim or all claim of a series consequent on or attributable to one source or original cause

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

**PL24 EMPLOYEES EFFECTS EXTENSION CLAUSE**

The Cover afforded by this Takaful Certificate extends to include liability at law of the Takaful Participant in respect of Damage to clothing and/or personal effects of the Takaful Participant's employees provided that:

- a) the liability of the Company in respect of Damage to the property of quests shall not exceed RM1,000.00 in respect of any on quest of RM100,000.00 in any one Period of Takaful
- b) an Excess of RM100.00 shall apply to each and every Guest in respect of each and every claim

For the purpose of this extension the property belonging to the Takaful Participant's Guest shall not be deemed to be property held in trust by or in the custody or control of the Takaful Participant

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

**PL32 JOINT PARTICIPANT ENTENSION**

The Takaful Participant as specified in the Schedule of this Takaful Certificate is extended to include:

"As specified in the Schedule"

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

**PL33 LOSS NOTIFICATION CLAUSE**

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

Provided that

- a. the loss/damage must be fully substantiated.
- b. the Company's liability shall not be increased by such delays errors or omission.
- c. the burden or proving that a loss has occurred shall be upon the Takaful Participant.

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- d. the Company's right to recover (in the name of the Takaful Participant of otherwise) from any responsible party for the loss shall not have been prejudiced.
- e. in no circumstances shall the Company be liable for any loss or damage not notified to them within six (6) calendar months after the events giving to a claim.

**PL34 USE OF VEHICLE CLAUSE**

Notwithstanding Exception 1 of the Company will indemnify the Takaful Participant in respect of liability as herein provided caused by or through or in connection with the ownership possession or use by or on behalf of the Takaful Participant of any mechanically propelled vehicle (excluding locomotives aircraft aerial devices hovercraft or water borne craft) in the course of the Business

Provided that

- a) such vehicle is not licensed for use on public road and do not require any compulsory insurance/takaful
- b) there is no other insurance/takaful in force covering such liability at the time of claim

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

**PL35 MISDESCRIPTION CLAUSE**

This takaful shall not be prejudiced by any alterations or misdescription of the interest covered. Notice must be given to the Company immediately the Takaful Participant become aware of the same and pay additional Takaful Contribution from the date of the inception of the increase of risks.

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

**PL36 COTAKAFUL CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Takaful Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the items, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the Period of Takaful stated in the Schedule the Takaful Participant shall sustain loss or damage in the circumstances provided for by this Takaful Certificate indemnify the Takaful Participant in the manner herein described:

<u>Company</u>	<u>Proportion</u>
..... As specified in the Schedule.....	

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-insurer, is authorized to sign the Takaful Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Takaful Certificate shall have effect as though each of the above-mentioned Takaful companies had issued a separate Takaful Certificate for its individual proportion of the Sum Covered.

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

**PL37 INDEMNITY TO OTHER PARTIES MEMORANDUM**

If the Takaful Participant so requests the Company will indemnify the undernoted parties to the Limit of Indemnity in this Takaful Certificate as if as separate Takaful Certificate had been issued to each and in respect of liability for which the Takaful Participant would have been entitled to indemnify under this Takaful Certificate if the claim had been made against the Takaful Participant

Other Takaful Participant "as specified in the Schedule"

Provided that:

- a) each shall as though the Takaful Participant be subject to the terms of this Takaful Certificate so far as they can apply
- b) the extension by this Memorandum shall not apply or to include liability at law in respect of injury to any person under a contract of service or apprenticeship with the above mentioned Takaful Participant where the Injury arises out of and in the course of such person's employment or service with the above mentioned Takaful Participant

**PL38 SUB-CONTRACTORS LIABILITY EXTENSION CLAUSE**

The Takaful Participant as specified in the Schedule of this Takaful Certificate is extended to include sub-contractors engaged by the Takaful Participant in the course of and for the purpose of the Business

Subject otherwise to the terms and conditions of this Takaful Certificate



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**PL39 HEAT APPLICATION WARRANTY**

It is warranted that the following precautions are complied with on each occasion there is application heat involving a naked flame on open heat source or a hot air paint stripper away from the premises of the Takaful Participant

- a) The area of work will be cleared of combustion material for a safe distance from or beneath the place where such work is being carried out where such precautions are impracticable such material will be covered with non-combustible blankets or screens or similar protective equipment Combustible parts of premises will be similarly protected.
- b) At least one fully operational water (with a minimum capacity of 10 litres) dry powder (with a minimum weight of 1.2 kilograms) or other fire extinguishers (with an equivalent rating) of a type suitable for the combustible material and the premises will be kept immediately adjacent to the area of work and available for immediate use.
- c) Equipment will be lit or switched on as short a time as possible before use and will be extinguished immediately after use.
- d) Equipment which is lit or switched-on will not be left unattended
- e) A thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken half an hour after the termination of each period of work

In respect of the application of heat involving a naked flame an open heat source or a hot air paint stripper away from the premises of the Takaful Participant the Company shall not be liable for the first "as specified in the Schedule" for one claims of a series consequent on or attributable to one source or original cause

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

**PL40 UNDERGROUND SERVICE WARRANTY**

It is warranted that in respect of excavation work

- a) the Takaful Participant shall establish the exact position of all underground duct cables and pipelines traversing the site before work commences except where this is not possible when carrying out emergency work
- b) no excavation work will take place within 2 metres of the indicated location of ducts cables and pipelines except excavation with hand-held tools only

The liability of the Company shall be limited to the cost of repair replacement or reinstatement of the property damaged and shall exclude any consequential loss suffered by any third party as a result of loss of or damage to underground ducts cables and pipelines. Furthermore in respect of Damage to underground ducts cables and pipelines the Company shall not be liable for the first "as specified in the Schedule" for one claim or all claims of a series consequent on or attributable to one source or original cause.

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

**PL41 CONTRACTORS AND/OR SUB-CONTRACTORS CONTINGENT LIABILITY EXTENSION CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover the liability at law of the Takaful Participant as within defined caused by or in connection with the employment of Contractors and/or Sub-contractors of the servants or authorized agents of such Contractors or Sub-Contractors by the Takaful Participant pertaining of the business of the Takaful Participant described in the Takaful Certificate subject always to the following provisions

If the claim so submitted is covered under any other more specific insurance/takaful certificate then this Takaful Certificate shall not cover the same except only as regard to any excess beyond the limit if liability covered by the more specific insurance/takaful certificate

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

**PL02 WORKS AWAY RISKS (LG3)**

The cover by the Takaful Certificate shall extend to cover legal liability of the Takaful Participant as within defined arising out of or caused by during and in connection with the duties elsewhere of any person employed at the Takaful Participant's premises within the Geographical Limits stated in the Takaful Certificate.

**PL04 TEMPORARY VISIT OVERSEAS CLAUSE (LG6)**

This Takaful Certificate extends to cover legal liability of the Takaful Participant as within defined in respect of travel out of the territorial limits by Directors or employees of the Takaful Participant but excluding liability attributable to intoxication, consumption of drugs unless on medical advice and liability in respect of injury or damage caused by or in connection with or arising from the use or driving of motor vehicles.

**PL06 PRIVATE WORK FOR DIRECTORS AND EXECUTIVES**

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

The Takaful Certificate is extended to indemnify the Takaful Participant and any Director or Executive of the Takaful Participant in respect of the employment on private duties of any employee of the Takaful Participant by such Director or Executive.

**PL08 SPORTS AND SOCIAL CLUB CLAUSE**

This Takaful Certificate is extended to indemnify the Takaful Participant against legal liability as defined in the Takaful Certificate for accidents arising out of sports and social activities organized by the Takaful Participant other than legal liability arising out of Motor Vehicle owned, hired or driven by any person employed by the Takaful Participant.

**PL09 SIGNS AND SIGNBOARDS CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover bodily injury to third party and/or loss or damage to third party property which may result direct from the breaking or falling of neon and advertising sign boards displayed by the Takaful Participant.

**PL11 FIRST AID FACILITIES CLAUSE**

This Takaful Certificate extends to cover legal liability of the Takaful Participant arising out of provision by the Takaful Participant of first aid facilities but excluding any act of negligence error or omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

**PL13 PEDAL CYCLE ENDORSEMENT**

It is hereby declared and agreed that the Company will indemnify any person in the service of the Takaful Participant against all sums for which such person shall become legally liable to pay consequent upon death, bodily injury, illness, loss or damage as within defined paused through the use of any pedal cycle (not being a power assV pedal cycle) belonging to such person provided that such person is in pursuance of his employment

- (a) Is not entitled to indemnity under any other Takaful Certificate or insurance
- (b) Shall as though he were the Takaful Participant observe fulfill and be subject to the terms of his Takaful Certificate so far as they can apply.

**PL14 SEEPAGE POLLUTION AND CONTAMINATION CLAUSE (LHB)**

It is hereby declared and agreed that the Takaful Certificate shall extend to cover liability for bodily injury or illness or loss or use of property including the cost of removing, nullifying or cleaning up seeping, polluting or contamination caused by or in connection with or arising from the operation of the Takaful Participant provided such seepage, spillage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of Takaful.

Provided that the liability of the Company under this clause any one occurrence and in the aggregate shall not exceed the amount specified in the Takaful Certificate schedule. For the purpose of this clause 'Pollution or Contamination' shall be deemed to mean:

- i. All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii. All loss or damage or injury directly or indirectly caused by such pollution or contamination.

**PL16 LIFT ENDORSEMENT**

It is agreed that this Takaful Certificate shall extend to cover the Takaful Participant's legal Liability as within defined arising out of the ownership or used by the Takaful Participant or for the maintenance of which the Takaful Participant is responsible of any lift, elevator or escalator,

Provided always that:

- (a) The Takaful Participant shall maintain a contract for inspection and maintenance by a competent engineer and shall as soon as practicable comply with such recommendations as may be made them. The Takaful Participant shall at all times keep the lift, elevator or escalator in a proper state of repair and if any defect shall be discovered, shall caused the said defect to be made good and shall in the meantime take such additional precautions as the circumstances may require.
- (b) The lift, elevator or escalator thereof or thereto shall be opened at all reasonable times to the inspection of the Company.

Provided further that the liability of the Company in any one year of Takaful shall not in the aggregate in respect of any one occurrence exceed the sum specified in the Takaful Certificate schedule.

**PL17 MOTOR CONTINGENT LIABILITY CLAUSE**

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

It is understood and agreed that the Company shall indemnify the Takaful Participant in accordance with the terms of this Takaful Certificate in respect of injury, loss or damage arising out of the use of any motor vehicle(s) which are not owned, hired or leased or not the property of the Takaful Participant.

Provided always the Company shall not be liable for:-

- (a) damage to any vehicle(s) or,
- (b) injury, damage or loss whilst such vehicle(s) is being driven by the Takaful Participant or Takaful Participant's employees or,
- (c) if there is any other insurance or specific Takaful Certificate covering such vehicle(s) or
- (d) such vehicle(s) are licensed for general road use.

**PL18 INNKEEPERS LIABILITY ENDORSEMENT**

It is hereby declared and agreed that notwithstanding the provision of Exception 4(b), the Company will indemnify the Takaful Participant against all sums which the Takaful Participant shall become legally liable to pay as damages or compensation under the Innkeeper Act 1952.

It is further agreed that for the purpose of this endorsement, the guests of the Takaful Participant shall include and extend to all guests who patronize the outlets of the Takaful Participant at any time during the Takaful Participant's normal business hours.

Provided further that the liability of the Company in any one year of Takaful shall not in the aggregate nor in respect of any one occurrence exceed the sum specify in the Takaful Certificate schedule.

**PL19 FOOD AND DRINK CLAUSE**

It is hereby declared and agreed that the Takaful Certificate extends to include the Takaful Participant's legal liability for bodily injury (including illness) and loss of or damage to property clause in any one year of Takaful shall not in the aggregate nor in respect of any one occurrence exceed the sum specified in the Takaful Certificate schedule.

For the purpose of this clause the employees of the Takaful Participant are to be considered as third parties.

**PL20 AUTOMATIC INCLUSION OF NEW PREMISES CLAUSE**

It is hereby agreed that any premises acquired, leased or rented by the Takaful Participant within Malaysian wilt be automatically covered on the same terms and limit as specified in the Takaful Certificate provided that notice be given to the Company within 60 days from the time the Takaful Participant acquired, lease or rented such premises.

**PL21 ALTERATION AND/OR REPAIRS TO PREMISES**

It is hereby agreed that all legal liability to third party arising from the maintenance or repairs or decorations of the Premises stated in the Schedule by Contractors/Sub-Contractors engaged by the Takaful Participant are deemed covered.

**PL22 PLANT ENDORSEMENT**

It is understood and agreed that the Takaful Certificate shall extend to all plant owned and/or operated by the Takaful Participant, cranes or power hoisting machines other than passenger lifts but excluding vehicles licensed for use on public roads.

**PL23 PASSENGER LIFTS ENDORSEMENT**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the indemnity granted by this Takaful Certificate is extended to include the Takaful Participant's legal liability for bodily injury and loss of or damage to property caused by passenger lifts within the Takaful Participant's premises.

**PL25 DEFECTIVE SANITARY ARRANGEMENT ENDORSEMENT**

It is hereby declared and agreed that this cover is extended to include the liability of the named Takaful Participant for bodily injury, illness or property damage caused by or in connection with or arising from defective sanitary installation on the Takaful Participant premises.

**PL27 DATE RECOGNITION CLAUSE**

It is noted and agreed that this Takaful Certificate is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), costs and expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability

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of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Takaful Participant or not that results from the failure or inability of such device and/or software as listed above to:-

1. correctly recognize any date as its true calendar date;
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the ability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation inspection, installation, maintenance, repair or supervision done by the Takaful Participant for the Takaful Participant or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognized any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless or any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the Terms, Conditions and Exception of the Takaful Certificate.

**PL45 USE OF FIRE ARMS**

It is agreed that the Takaful Certificate is extended to cover the legal liability of the Takaful Participant by any accidental discharged of firearms.

**PL50 AUTOMATIC RENEWAL**

This Takaful Certificate is deemed automatically renewed and the appropriate Takaful Contribution charged upon expiry unless otherwise instructed.

**PL48 SPRINKLER LEAKAGE**

In consideration of the payment by the Takaful Participant to the Company of an additional Takaful Contribution it is hereby declared and agreed that the cover under this Takaful Certificate extends to include loss of or damage to the property Takaful Participant directly caused by water or other fire extinguishing agent accidentally discharged or leaking froth the automatic sprinkler installation and/or drenches and/or fire suppression or extinguishing installation or apparatus.

Provided always that otherwise cover under this endorsement and the Takaful Certificate shall be subject to all the terms, limitation, stipulations, exclusions' provisions and exceptions printed on, expressed in, endorsed upon or attached to the Takaful Certificate without in any way limiting the generality of the foregoing, the liability of the Company shall in no case under this endorsement exceed in respect of each item the sum expressed in the schedule or in the whole the total sum covered.

This Takaful does not cover loss or damage occasioned by or through or in consequence of:-

- a) explosion, the blowing up of buildings or blasting
- b) the order of any authority
- c) heal caused by fire
- d) repairs or alterations to the buildings or premises
- e) the automatic sprinkler installation being either repaired removed or extended.

No liability shall attach if the building Takaful Participant or containing the Takaful Participant property becomes unoccupied and so remains for a period of more than thirty (30 days) unless the Takaful Participant obtained the sanction of the Company signified by endorsement upon the Takaful Certificate.

Special Conditions -

1. The Takaful Participant shall at all times during the currency of this Takaful Certificate take all reasonable steps to maintain in proper working order the installation of Automatic Sprinkler, including the Automatic Alarm Signal.

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2. The Company shall not be responsible for loss or damage which may occur after notice has been given to the Takaful Participant by the Company that the Sprinkler Installation is/are to accident by reason of defective construction nor if the Takaful Participant is himself aware of defect in construction or condition.

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

**PL28 FIRE AND EXPLOSION**

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary the indemnity as granted by this Takaful Certificate shall apply also to liability in respect of bodily injury illness or property damage as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure) provided that the Takaful Participant shall have taken reasonable precautions or comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.

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

**PL49 WRONGFUL ARREST MEMORANDUM (FALSE ARREST)**

The Company will indemnify the Insurer against liability at law for damages and claimant's costs and expenses in respect of injury (other than bodily injury) to any person caused by wrongful arrest, detention, imprisonment or malicious prosecution of the Takaful Participant

The liability of the Company under this Endorsement for damages and claimant's costs and expenses in respect of:

- a) one claim or all claims of a series (whether arising in one Period of Takaful or not) consequent on or attributable to one source or original cause shall not exceed RM50,000.00
- b) any one Period of Takaful for all claims where the injury happens during such Period of Takaful shall not exceed RM100,000.00

Subject otherwise to the terms and conditions of this Takaful Certificate

**PL42 STRIKE, RIOT AND CIVIL COMMOTION**

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

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

Provided that it is hereby further expressly agreed and declared that

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

**SPECIAL EXCLUSIONS**

1. This takaful does not cover
  - a. loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
  - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
  - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building. Provided nevertheless that the Company are not relieved under b or c above of any liability to the Takaful Participant in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

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2. This takaful shall not cover loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
  - a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
  - b. Mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
  - c. Any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Company allege that by reason of the provisions of this condition any loss or damage is not covered by this takaful, the burden of proving that such loss or damage is covered shall be upon the Takaful Participant.

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

**PL46 SUBROGATION WAIVER**

- i) The Takaful Operator shall waive its right of subrogation against all covered parties provided no act of default committed by any covered party or its representatives has caused any loss or damage to any other covered party.
- ii) The Takaful Participant shall at the Takaful Operator's expense do and concur in doing and permit to be done all actions that may be necessary or required by the Takaful Operator in the interest of any rights or remedies or for the purpose of obtaining relief or indemnity to which the Takaful Operator is or would become entitled or which is or would be subrogated to him upon indemnification or rectification of any loss or damage under this Takaful Certificate of Takaful, regardless of whether such action is or becomes necessary or required before or after the Takaful Participant's indemnification by the Takaful Operator.

**PL43 POLLUTION OR CONTAMINATION (a.k.a SUDDEN & ACCIDENTAL POLLUTION)**

Notwithstanding anything contained to the contrary it is hereby declared and agreed that this Takaful Certificate subject to its limits, terms and conditions indemnifies the Takaful Participant against legal liability for accidental injury or accidental loss of or damage to property caused by defective sanitary arrangements water pollution chemical effluent fumes of other noxious gas liquid or substance provided that such pollution or contamination is caused by a sudden unexpected and unintended happening during the Period of Takaful.

It is further declared and agreed that the liability of the Takaful Operator under this extension in respect of all or any occurrence shall not exceed limit of liability in any one period of Takaful.

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

**PL47 JURISDICTION**

It is hereby declared and agreed that the indemnification provided herein shall not apply to:

Compensation or damages in respect of judgements delivered or obtained in the first instant otherwise than by a court of competent jurisdiction within Malaysia.

The cost and expenses of litigation recovered by any claimant from the Takaful Participant which are not incurred and recoverable in Malaysia.

**IMPORTANT NOTICE**

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

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

Tel: +603-27239696

Fax: +603-27239998

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

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

**Takaful Ikhlas General Berhad,  
IKHLAS Point, 9<sup>th</sup> 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:

**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](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

**Contact Centre (BNMTELELINK)**

Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel : 1-300-88-5465 (1-300-88-LINK)  
Fax : +603-2174-1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)