



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

IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur  
Tel : 03 - 2723 9696 Fax : 03 - 2723 9998 Website : www.takaful-ikhlas.com.my

## **IKHLAS BURGLARY TAKAFUL CERTIFICATE**

### **SALAM SEJAHTERA AND THANK YOU**

For choosing Us as Your Burglary cover Takaful provider.

### **INTRODUCTION**

The Takaful Participant and the Company hereby agree that:

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

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### **DEFINITIONS**

Under this Takaful Certificate:

1. **“Burglary”** shall mean an actual theft or an attempt thereof
  - a) accompanied by an actual forcible and violent entry into or exit from any Building at the premises or
  - b) following assault or violence to any person or threat thereof.
2. **“Building”** shall mean
  - a) any building other than an outbuilding or
  - b) that part of any building other than an outbuildingoccupied exclusively by the Takaful Participant for the purposes of the business.
3. **“The Company”** shall mean Takaful Ikhlas General Berhad, its successors or assigns.
4. **“Endorsement”** shall mean written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
5. **“General Risk Investment Account (GRIA)”** shall mean the account where initial remittance of the Takaful Participant’s Takaful Contribution for a General Takaful product is made.
6. **“Money”** shall mean cash, bank notes, currency notes, cheques, postal and money orders, bill of exchange, giro cheques and drafts, credit company sales vouchers, luncheon vouchers, gift tokens, trading stamps, postage stamps and stamps of any other kind.
7. **“Period of Takaful”** shall mean the period of Takaful shown in the Schedule.
8. **“Proposal”** shall mean the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
9. **“Qard”** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
10. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.

11. **“Schedule”** shall mean the Takaful Certificate Schedule where both the covered items and sum covered are specified.
12. **“Tabarru”** shall mean donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of the Company, Tabarru’ will be allocated into the Risk Fund.
13. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.
14. **“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.
15. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
16. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
17. **“Takaful Participant”** shall mean the person named in the Schedule as “the Takaful Participant”.
18. **“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 is appointed as an agent (*wakil*) to carry out the Takaful Business and a Wakalah fee (*Ujrah*) to be paid to the Company.
19. **“Warranties”** shall mean either restriction or obligation that the Takaful Certificate imposes on the Takaful Participant. A breach of a warranty will entitle the Company to reject the claim for loss or damage or liability.

## **COVERAGE**

The Company will by payment (or at its option by repair, reinstatement or replacement) indemnify in respect of loss of or damage to any part of the property while within the premises as the direct result of Burglary happening during any Period of Takaful but not exceeding in any Period of Takaful so far as each item is concerned the sum covered or in all the total sum covered.

Provided such damage is not otherwise covered the Company will in addition by payment (or at its option by repair reinstatement or replacement) indemnify the Takaful Participant in respect of damage for which the Takaful Participant shall be liable caused to any Building at the premises resulting directly from Burglary happening during any Period of Takaful up to an amount not exceeding ten percent (10%) of the total sum covered or RM10,000.00 whichever is lesser in any Period of Takaful.

## **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.

## **GENERAL CONDITIONS**

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

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.

### **1. SECURITY MEASURES - TAKAFUL PARTICIPANT DUTIES**

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

## **2. UNDERVALUATION CONDITION (AVERAGE)**

Unless otherwise stated the sum covered for each item of this Takaful Certificate will be subject separately to the following condition.

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

## **3. CHANGES IN RISKS - NOTIFICATION TO THE COMPANY**

If after the acceptance of this Takaful by the Company, there be any change in the circumstances of the risk the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss of damage occurring subsequent to such change unless its written acceptance thereof has been obtained.

## **4. TRANSFER OF INTEREST**

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Takaful Participant except to a transferee approved by the Company.

## **5. CLAIMS CONDITIONS**

### **a) Fraud - Forfeiture of Cover**

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

### **b) Notification and Procedure**

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

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

### **c) Recoveries**

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

**d) Right of Ownership after Payment**

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

**e) Other Takaful / Insurance**

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

**f) Differences**

If any differences shall arise as to the amount to be paid under this Takaful Certificate (being otherwise admitted) such differences shall be referred to arbitration in accordance with the laws in force in the territory in which this Takaful Certificate is issued. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

**6. 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.

**7. CANCELLATION**

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover. This Takaful Certificate may also be cancelled for any reasons whatsoever at the option of the Company by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall not be liable to repay for the losses incurred on the same basis as described earlier.

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

**8. 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.

**9. TAKAFUL CONTRIBUTION ALLOCATION**

Payment of the Takaful Contribution paid by the Takaful Participant as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with 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 other Takaful Participants in time of misfortune.

**10. SURPLUS**

At each financial year-end, the Actuary will assess the surplus position of the Risk Fund, to preserve long term sustainability of the fund. The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. 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. Both the threshold and the treatment of such amount 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.

## 11. JURISDICTION

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

### **EXCEPTIONS**

The Company shall not be liable in respect of

1. Loss or damage
  - a) of or to
    - i) Money of securities;
    - ii) glass if more specifically covered;
    - iii) any part of the property while in the open or in any outbuilding, unless specified in the Schedule or by Endorsement;
    - iv) any cash registered when the premises are closed for business unless such cash register has been left open;
    - v) gaming amusement or vending machines or the contents thereof;
    - vi) Business books documents and manuscripts, unless specified in the Schedule of by Endorsement;
    - vii) computer systems records.
  - b) expedited or in any way brought about by the Takaful Participant or any member of the Takaful Participant's family household or any employee of the Takaful Participant or by any person lawfully on the premises.
  - c) by or consequent upon fire or explosion.
2. Consequential loss or damage of any kind or description.
3. Loss or destruction of or damage to any property whatsoever of any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.
4. Any loss destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

5. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
6. Any loss or damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

**This Takaful Certificate is subject to the following Warranty/Clauses.**

**BG28 TAKAFUL CONTRIBUTION WARRANTY (60 days)**

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

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

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

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

**BG08 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.

**BG07 TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Takaful Certificate or any Endorsement thereto, it is agreed that this Takaful Certificate 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 Certificate, 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.

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

### **IMPORTANT NOTICE**

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

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

Tel: +603-27239696

Fax: +603-27239998

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

<b>Ombudsman for Financial Services (664393P)</b> Level 14, Main Block No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : 03-2272 2811 Fax : 03-2272 1577 E-mail : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a> Website : <a href="http://www.ofs.org.my">www.ofs.org.my</a>	<b>Contact Centre (BNMTELELINK)</b> 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: <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>
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## CLAUSES/ ENDORSEMENT/ PERILS & WARRANTIES

The following perils clauses/ Endorsements and/or Warranties only apply to this Takaful Certificate when specifically mentioned in the Schedule and subject otherwise to the terms of this Takaful Certificate.

### **BG01 MARKET VALUE CLAUSE**

It is hereby understood and agreed that in the event of a loss to the property covered herein, the limit of indemnity of the Company shall be the covered value or the market value of the covered property, whichever is the lower, subject to the deduction of any excess and amounts which the Takaful Participant is required to bear under the Takaful Certificate.

For the purpose of this clause, the term market value shall mean the value of the property covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The market value of the covered property shall for the purpose of this clause be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent, authorized broker, authorized distributor or building contractor for the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the covered property damaged or lost as it was at the time of the occurrence of such damage or loss. In the event that there is, at the time of damage or loss no manufacturer, authorized sole agent, authorized broker, authorized distributor or building contractor for the covered property, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act, 1984 or Registered Valuer under the Valuer and Appraisers Act, 1981 and to be mutually appointed by both parties. The Valuation of the covered property by the manufacturer authorized sole agent or agent, authorized broker, authorized distributor, building contractor, Loss Adjuster licensed under the Takaful Act, 1984 or Registered Valuer under the Valuers and Appraisers Act, 1981 shall be conclusive evidence in respect of the market value of the covered property in any legal proceedings against the Company.

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

### **BG02 CRIMINAL BREACH OF TRUST CLAUSE**

The Company shall not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence or criminal breach set out in the Penal Code.

Criminal breach of trust as defined in the Penal Code as whoever, being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of the property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits criminal breach of trust.

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

### **BG03 THEFT BY DECEPTION (CHEATING) CLAUSE**

The Company shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of Cheating set out in the Penal Code.

Cheating as defined in the Penal Code "as whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to cheat.

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

#### **BG04 STRIKE, RIOT AND CIVIL COMMOTION CLAUSE**

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 extend to include loss or damage to the interest Takaful Participant directly arising from or caused by strike, riot, and civil commotion which for the purpose of this clause shall mean:-

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 the exclusions below.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence 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 lockout.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

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

#### **Exclusions**

Provided always that the Company shall not be liable for any loss of or damage to the interest covered occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences:-

- 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 usurped power;
- c) any act of any person on behalf of or in connection with any organization with activities directed towards 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 alleges that by reason of the provisions of the exclusions any proving that such loss or damage is covered shall be upon the Takaful Participant.

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

#### **BG05 HOLD UP/ARMED ROBBERY CLAUSE**

It is hereby declared and agreed that this Takaful Certificate is extended to cover the risk of Armed Robbery/ Hold Up inside the premises described herein. It is further declared and agreed that the words 'Armed Robbery/ Hold Up' shall mean taking of covered property

- i) by violence inflicted upon a custodian
- ii) by putting him in fear of violence
- iii) from the custodian who has been killed or rendered unconscious.

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

## BG06 FIRST LOSS COVER MEMORANDUM (WITH AVERAGE)

This Takaful Certificate is arranged on a "First Loss" basis and as a consequence Undervaluation General Condition 2 of the Takaful Certificate is amended to read as follows in respect on the items to which "First Loss" cover applies.

### Undervaluation Condition (Average)

If the actual total value of all property covered under an Item shall at the time of loss or damage be greater than the full value shown against such item hereunder the Company will pay only that proportion of the loss or damage which the full value shown below bears to such actual total value at the time of loss or damage provided that in any case the total claim must not exceed the total sum covered.

<u>Item No</u>	<u>Full Value (100%)</u>
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..... as specified in the Schedule.....

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

## BG12 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 or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability 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 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.

### **BG09 BUGLAR ALARM SYSTEM**

It is hereby declared and agreed that the property are covered if the burglar alarm system installed at the premises shown on the Takaful Certificate Schedule is:-

- i) regularly inspected, maintained and tested for full and effective working during the Period of Takaful; and
- ii) switched on fully whenever the premises are left unattended or closed for business.

The Takaful Participant must not make any alterations to the system or any structural alterations to the premises which would affect it without obtaining our written consent first.

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

### **BG10 SECURITY GUARDS**

It is hereby declared and agreed that the property are covered if the premises are occupied and patrolled at regular intervals by security guards when the premises are closed for business. Each patrol is to be recorded on a time clock.

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

### **BG11 ADDITIONAL OR NEW LOCATION**

It is hereby declared and agreed that the Takaful Certificate will automatically cover up to the sum covered shown on the Takaful Certificate Schedule if the Takaful Participant move to a new location or occupy an additional location for the business but only if the Takaful Participant:

- i) notify the Insurer/Takaful Operator of the new or additional location within 30 days of occupying it; and
- ii) pay the additional Takaful Contribution.

### **BG30 BOOK-KEEPING ENDORSEMENT**

It is a condition precedent to the right of the Takaful Participant to recover under Takaful Certificate, that in the event of a claim hereunder the Takaful Participant shall be able to produce to the Company in support of the claim the following records:-

- a) record all stocks held as at the date of the last stock-taking prior to the date of the Burglary in respect of which the claim is made;
- b) record of all goods taken into stock since the date the date of last stock-taking (this record must be supported by invoices);
- c) record of the detail daily sales whether for cash or otherwise, and any other transfers of stock since the date of the last stock-taking.

The foregoing provisions shall not debar the Company from asking or request for any other information which may consider necessary in the event of a claim being made under the Takaful Certificate.

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

### **BG31 HIRE PURCHASE MEMORANDUM**

It is hereby understood and agreed that the Financial Institution named in the Schedule (hereinafter referred to as the Owners) are the owners of the property and that the property is subject of the Hire Purchase Agreement made between the Owners of the one part and the Takaful Participant of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Takaful Certificate shall be made to the Owners as long as they are Owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provisions in the Hire Purchase Agreement to the contrary this Takaful Certificate is issued to the Takaful Participant as the principal party and not as agent or trustee for the Owners and nothing shall be construed as constituting the Takaful Participant an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Takaful Participant to the Owners of his rights benefits and claims under this Takaful Certificate. It is lastly understood and agreed that the Takaful Participant shall not assign his rights benefits and claims under this Takaful Certificate without the prior consent in writing of the Company.

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

### **BG33 LEASING MEMORANDUM**

It is hereby and understood and agreed that the Financial Institution named in the Schedule (hereinafter referred to as the Lessors) are the owners of the property and that the property is the subject of a Leasing Agreement made between the Lessors of the one part and the Takaful Participant of the other part. It is further understood and agreed that any payment made in respect of loss or damage (which loss or damage is not made good by repair reinstatement or replacement) under this Takaful Certificate shall be made to the Lessors as long as they are Owners of the property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any provisions in the Leasing Agreement to the contrary this Takaful Certificate is issued to the Takaful Participant as the principal party and not as agent or trustee for the Lessors and nothing shall be construed as constituting the Takaful Participant as agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the Takaful Participant to the Lessors of his right benefits and claims under this Takaful Certificate. Nothing herein shall be construed as creating or vesting any right in the Owner/Lessors to sue the Company in any capacity whatsoever for any alleged breach of its obligations hereunder.

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

### **BG18 LOSS NOTIFICATION CLAUSE**

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

Provided that

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

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

## BG32 PERSONAL ACCIDENT (HOLD UP) EXTENSION CLAUSE

If during any Period of Takaful for any one event the Takaful Participant or any two of directors partners of employees of the Takaful Participant (hereinafter called the Takaful Participant Person) for any event shall suffer accidental bodily injury shall independently of any other cause result within twelve (12) months in Death or Disablement and such accidental bodily injury shall have been sustained solely and directly form accidental external violent and visible means as a result of robbery or hold-up or any attempt thereat while such covered Takaful Participant is engaged is carrying of Money in transit the Company will subject to the under mentioned special terms and otherwise to the terms of the Takaful Certificate pay the appropriate benefit to the Takaful Participant.

### **Benefits**

	<u>Sum Covered Per Person</u>
Death	1. RM10,000.00
Disablement Loss of two or more Limbs or both Eyes or one of each	2. RM10,000.00
Loss of one Limb or Eye	3. RM10,000.00
Permanent Total Disablement otherwise that by loss of Limb or Eye from gainful employment of any and every kind such Disablement having continued for 104 weeks	4. RM10,000.00
Temporary Total Disablement form usual occupation for a maximum of 104 weeks in all not necessarily consecutive	5. RM150.00 per week

### **Special Terms**

#### **Interpretation**

1. Loss of Limb shall include permanent total loss of use of an entire hand arm foot or leg.
2. Loss of Eyes shall include total and irrecoverable loss or sight.

#### **Exceptions**

The Company shall not be liable in respect of Death or Permanent Disablement consequent upon or contributed to by

1. the covered Takaful Participant suffering from any pre-existing physical or mental defect or infirmity.
  - a) war invasion act of foreign hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power.
2. bodily injury of any person before such person attains the age of sixteen (16) years of after the expiry of the Period of Takaful during which such person attained the age of sixty (60) years.
3. bodily injury or Death or disablement result from or is contributed to by
  - a) illness or disease (not resulting from accidental bodily injury).
  - b) any naturally occurring condition or degenerative process.
  - c) any gradually operating cause.

## **Conditions**

1. Benefit shall not be payable in respect of any one covered Takaful Participant under more than one benefits 1 to 4 in connection with the same accident.
  - a) On the happening of any accident giving rise to a claim under benefits 1 to 4 this extension shall thereafter cease to apply to that covered Takaful Participant.
  - b) No sum payable under this extension shall carry interest.
  - c) No benefits shall be payable due solely to inability to take part in sports or pastimes.
2. All Takaful Certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company. The covered Takaful Participant shall as often as required submit to medical examination on behalf of and at the Company in connection with any claim.
3. The Takaful Participant's or the Takaful Participant's personal representatives receipt shall discharge the Company. The covered Takaful Participant or the covered Takaful Participant's personal representative shall have no right to claim from or sue the Company. If the Takaful Participant comprises more than one party having an interest in the covered Takaful Participant the benefit shall represent the total amount payable in respect of the covered Takaful Participant for all interests covered by this extension.

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

### **BG16 REINSTATEMENT OF NEW MEMORANDUM**

In the event of the Company being liable for loss or damage to furniture, fittings, fixtures, plant equipment and appliances then the basis of calculation any such

- a) loss shall be the cost of reinstatement/replacement of the property lost by similar property in a condition equal to but not better or more extensive that its condition when new.
- b) damage shall be the cost or restoration of the damage to such property to a condition substantially the same as but not better or more extensive than its condition when new.

If a time of reinstatement the sum representing the cost which would have been incurred in reinstatement if the whole property exceeds the sum covered at the commencement of any loss or damage to such property then the Takaful Participant shall be considered as being the Takaful Participant's own Takaful operator for the excess and shall bear a rateable proportion of the loss or damage accordingly.

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

### **BG34 PAIRS AND SETS CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained in this Takaful Certificate to the contrary, where any covered items consists of articles in pair of set, the Company shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair and set.

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

### **BG35 DESIGNATION CLAUSE**

For the purpose of determining where necessary the item (column heading) under which any property is covered, the Company agree to accept the designation under which such property has been entered in the Takaful Participant books.

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

**BG21 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:

Company

Proportion

..... 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.

**XXX 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.