



IKHLAS COMPUTER COMPREHENSIVE PERILS TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your Computer Comprehensive Perils cover Takaful provider.

INTRODUCTION

The Takaful Participant and the Company hereby agree that:

1. The Proposal shall be incorporated and be the basis of the Takaful Certificate.
2. The Takaful Participant agrees to pay the Takaful Contribution in accordance with the Schedule.
3. The 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.

DEFINITION

Under this Takaful Certificate:

1. **“The Company”** means Takaful Ikhlas General Berhad, its successors or assigns.
2. **“Endorsement”** means written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
3. **“General Risk Investment Account (GRIA)”** means the account where initial remittance of the Takaful Participant’s Takaful Contribution for a General Takaful product is made.
4. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
5. **“Physical Loss or Damage”** to shall mean any form of sudden and unforeseen loss or damage not specifically excluded.
6. **“Proposal”** means the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
7. **“Qard”** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
8. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
9. **“Schedule”** means the Takaful Certificate Schedule where both the covered items and sum covered are specified.
10. **“Sum Covered”** shall mean the amount the Takaful Participant has covered on the Takaful Participant’s property as shown on the Schedule.
11. **“Tabarru’ ”** means 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.

12. **“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.
13. **“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.
14. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
15. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
16. **“the Takaful Participant”** means the person named in the Schedule as “the Takaful Participant”.
17. **“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.
18. **“Warranties”** means either restriction or obligation that the Takaful Certificate imposes on the Takaful Participant. A breach of a warranty will entitle the Company to reject the claim for loss or damage or liability.

COVERING CLAUSE

NOW THIS TAKAFUL CERTIFICATE WITNESSES that subject to the terms, exclusions and conditions contained herein or endorsed hereon the Company will indemnify the Takaful Participant in respect of Physical Loss or Damage as hereinafter specified occurring during the 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 PROVISIONS

1. In the event of Physical Loss or Damage as covered by this Takaful Certificate and in the absence of written notice by the Company or the Takaful Participant to the contrary the amount of the Takaful coverage cancelled by ices or damage is to be automatically reinstated as from the date of occurrence the Takaful Participant undertaking to pay such necessary Takaful Contribution as may be required for such reinstatement from that date.
2. The Company does not assume responsibility under this Takaful Certificate for the periodical inspection or for the periodical testing of any installation.

SCHEDULE (Continued)

Attached to and form part of the Takaful Certificate

SECTION 1 - THE INSTALLATION

The installation belonging to the Takaful Participant or for which the Takaful Participant is responsible

Item No.	Description of Item and Maker's No.	Sum Covered
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"As per Schedule attached"

This excess "as specified in the Schedule" being the first amount of each and every claim. However, this excess does not apply to claim arising from fire lightning or explosion

**Total Sum Covered
Subject to Average**

SECTION 2 - COMPUTER SYSTEM RECORDS

Computer system records belonging to the Takaful Participant or for which the Takaful Participant is responsible. Replacement as unused material together with the cost of reinstatement of information contained therein or thereon.

Item No.	Description of Item and Maker's No.	Sum Covered
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"As per Schedule attached"

This excess "as specified in the Schedule" being the first amount of each and every claim. However, this excess does not apply to claim arising from the lightning or explosion

**Total Sum Covered
Subject to Average**

SECTION 3 - CONSEQUENTIAL LOSS

Item No.	Description of Machine and Maker's No.	Sum Covered
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"As per Schedule attached"

This excess "as specified in the Schedule" being the first amount of each and every claim.

**Total Sum Covered
Subject to Average**

SPECIFICATION 1

Attached to and form part of the Takaful Certificate

SECTION 1 - THE INSTALLATION

The Company agrees that in the event of Physical Loss of or Damage to any part of the installation described in the Schedule while in the situation from any cause other than those specifically excluded the Company will indemnify the Takaful Participant in respect of such loss or damage by payment or at the Company's option by repair, reinstatement or replacement,

The liability of the Company during any one Period of Takaful shall not exceed:

1. in respect of each item the sum covered shown against it in the Schedule
2. in respect of all loss or damage the total sum covered

Capital Additions

The Takaful coverage by this section extends (subject to a limit of ten (10) percent of the sum covered or RM 20,000.00 whichever be the less) to include additions to the installations of like nature thereto (but not appreciation in value) made after the commencement of a Period of Takaful it being understood that the Takaful Participant will declare to the Company quarterly the description value and time of taking into use of such additions and pay the additional Takaful Contribution therefore calculated from the time of taking into use. Amounts so declared shall be added to the sum covered by Endorsement whereupon the provisions of this clause shall be fully reinstated.

Also the Company will pay Debris Removal

Costs incurred in the removal of debris of the installation consequent upon loss or damage covered by this section the liability of the Company being limited to ten percent of the amount of the indemnifiable loss or damage or RM3,000.00 whichever be the less.

Temporary Repairs and/or Expediting Costs

Costs incurred in consequence of the making of temporary repairs and/or the expediting of the repair covered by this section PROVIDING ALWAYS that such costs be not recoverable under section 3 of this Takaful Certificate or any other Takaful coverage in the interest of the Takaful Participant. The liability of the Company being limited to fifty percent of the amount of the indemnifiable loss or damage or RM5,000.00 whichever be the less.

Measures taken in Avoidance of impending Loss or Damage

Costs incurred by the Takaful Participant in taking reasonable but exceptional measures to avoid or mitigate impending loss or damage indemnifiable by this Section provided that:

- a) the impending loss or damage does not stem from any reasonable foreseeable cause and that loss or damage would be the natural outcome to be expected in the absence of such measures.
- b) the Company is satisfied that loss or damage has been avoided or reduced in consequence of the measures taken.

Subject always to the amount recoverable being limited to the amount of the loss or damage avoided or reduced calculated in accordance with terms of Section 1 and limited always to the sum covered.

SPECIAL EXCLUSIONS TO SECTION 1 - THE INSTALLATION

The Company shall not be liable in respect of:

1. The first amount of each and every loss specified as excess in the Schedule; if more than one item is lost or damaged in one and the same occurrence the Takaful Participant shall not be called upon to bear more than the highest amount applicable to any one such item.
2. Loss or damage recoverable under the agreement.
3. The cost of modification or rectification of defeats of design material or workmanship but the Takaful coverage shall apply to damage arising from such defects.
4. The cost of adjustment or rectification of derangement unless necessitated by damage covered herein.
5. Consequential loss or damage of any kind or description.

SPECIFICATION 2

Attached to and form part of the Takaful Certificate

SECTION 2 - COMPUTER SYSTEM RECORDS

The Company agrees that in the event of Physical Loss or Damage to any part of the computer systems records described in the Schedule from any cause other than those specifically excluded while:

- (a) in the Situation,
- (b) in transit,
- (c) at an alternative installation for processing provided loss or damage has occurred which is or could be the subject of payment under Section 1 and prevents the use of the installation for processing,

the Company will indemnify the Takaful Participant in respect of such loss or damage by payment or at the Company's option by repair, reinstatement or replacement.

The liability of the Company during any one Period of Takaful shall not exceed:

1. in respect of each item the sum covered shown against it in the Schedule.
2. in respect of all loss or damage the total sum covered.

Reinstatement of information

The reinstatement of information within or upon computer systems records may be effected in up-dated form providing always that the cost thereby incurred does not exceed that of reinstatement in the form existing at the time of the loss or damage.

Capital Additions

The Takaful coverage by this Section extends (subject to a limit of ten (10) percent of the sum covered or RM 5,000.00 whichever be the less) to include additions to the computer systems records (but not appreciation in value) made after the commencement of a Period of Takaful it being understood that the Takaful Participant will declare to the Company quarterly the description value and time of taking into use such additions and pay the additional Takaful Contribution therefor calculated from the time of taking into use. Amounts so declared shall be added to the sum covered by endorsement whereupon the provisions of this capital additions clause shall be fully reinstated.

Warranty

Warranted that precautions existing or agreed at the inception of this Takaful coverage for safeguarding and retaining such computer systems records and the information contained therein or relating thereto shall be maintained and observed at all times.

SPECIAL EXCLUSIONS TO SECTION 2 - COMPUTER SYSTEM RECORDS

The Company shall not be liable in respect of:

1. The first amount of each and every loss specified as excess in the Schedule.
2. Loss or distortion of information on computer systems records:
 - (a) while mounted in or on any machine for use or processing unless due to Physical Loss or Damage which is or could be either the subject of Takaful coverage under Section 1 or is excluded from such Takaful coverage solely by the operation of Exclusions 2 of Section 1.
 - (b) due to defects in any such computer systems records.
3. Corruption of data media or programs unless directly resulting from Physical Loss or Damage to the property.
4. Loss or damage to computer systems records after the expiration of two (2) months from the happening of the occurrence unless such is the subject of pending action or arbitration.
5. Consequential loss or damage of any kind or description.

SPECIFICATION 3

Attached to and form part of the Takaful Certificate

SECTION 3 - CONSEQUENTIAL LOSS

The Company agrees that in the event of the business being interrupted or interfered with in consequence of accident the Company will in respect of each item of the specification pay to the Takaful Participant the amount of loss resulting from such interruption or interference in accordance with the provisions contained therein.

Provided that at any time of the happening of the accident there shall be in force an Takaful coverage covering the interest of the Takaful Participant in the property at the situation against such accident and that payment shall have been made or liability admitted under such an Takaful coverage or the remedying of such accident fails to be met under the terms of the agreement.

SPECIAL EXCLUSIONS TO SECTION 3 – CONSEQUENTIAL LOSS

The Company shall not be liable in respect of:

1. Any consequence of defects of design, material or workmanship but the Takaful coverage shall apply to the consequence of any accident arising from such defects.
2. Any consequence of stoppage of the normal functions of any part of the installation due solely to the need to adjust or rectify derangement.
3. Any consequence of interruption or interference with the business caused by strike, lock-out, withdrawal or labour or other industrial action of or by the electricity supply authority's employees.

4. Any claim under this Section after the expiration of:
- (a) One (1) year from the end of the indemnity period of if later,
 - (b) three (3) months from the date on which payment shall have been made or liability admitted by the Company covering the loss or damage giving rise to the said claim,
- unless such claim is the subject of pending action or arbitration.

INTERPRETATION SECTION 3

Accident shall mean the interruption of the normal functions of the installation by any form of loss or damage to the installation or to the building housing the installation or to computer systems records used in connection with the installation occurring at the situation and not specifically excluded hereunder.

SPECIFICATION 3A

Attached to and form part of the Takaful Certificate

<u>Item No.</u>	<u>Sum Covered</u>
ON REVENUE	

The Takaful coverage under this item is limited to loss of revenue and increase in cost of working and the amount payable as indemnity thereunder shall be:

- (a) in respect of LOSS OF REVENUE:

The amount by which the revenue during the indemnity period shall in consequence of the accident, fall short of the standard revenue,
- (b) in respect of INCREASE IN COST OF WORKING:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding the amount of the reduction in revenue thereby avoided,

less any sum saved during the indemnity period in respect of such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the accident.

Definitions

Indemnity period and time excess

The period beginning "as specified in the Schedule" hours after the occurrence of the accident and ending not later than, "as specified in the Schedule" months after such occurrence during which the results of the business shall be affected in consequence of the accident.

Revenue: The money paid or payable to the Takaful Participant in respect of work done and services rendered in the course of the business at the Premises.

- (a) **Standard Revenue**

The revenue during that period in)	To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business
the twelve (12) months trend of)	
the business immediately before)	
the date of the accident which)	
corresponds with the indemnity)	

<p>period.</p> <p>(b) Annual Revenue</p> <p>The revenue during the twelve (12) months immediately before the date of the accident.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>had the accident not occurred so that the figures thus adjusted shall represent as heady as may be reasonably practicable the results which but for the accident would have been obtained during the relative period after the accident.</p>
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Special Provisions

1. In the event of the revenue in respect of the financial year most nearly concurrent with any Period of Takaful being less than the sum covered thereon a pro rata return of Takaful Contribution net exceeding fifty (50) per cent of the Takaful Contribution paid on such sum covered for such Period of Takaful will be made in respect of the difference. If any accident shall have occurred giving rise to a claim under this Takaful Certificate such return shall be made in respect only of so much of the said difference as it not due to such accident.
2. If during the indemnity period services shall be rendered elsewhere than at the situation for the benefit of the business either by the Takaful Participant or by others on behalf of the Takaful Participant the money paid or payable in respect of such services shall be brought into account in arriving at the revenue during the indemnity period.
3. If the sum covered hereunder is less than the annual revenue, (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve (12) months), the amount payable shall be proportionately reduced.
4. It is hereby declared and agreed that the Company shall not be liable under this Section for expenses in connection with the replacement of computer systems records or the cost of reinstatement of information contained therein or thereon.

SPECIFICATION 3B

Attached to and form part of the Takaful Certificate

<u>Item No.</u>	<u>Sum Covered</u>
ON GROSS PROFIT	

The Takaful coverage under this item is limited to loss of gross profit due to a reduction in turnover and increase in cost of working and the amount payable as indemnity thereunder shall be:

(a) in respect of REDUCTION IN TURNOVER:

The sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the accident fall shod of the standard turnover,

(b) in respect of INCREASE IN COST OF WORKING:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the accident but not exceeding - the sum produced by applying the rote of gross profit to the amount of the reduction thereby avoided,

less any sum saved during the indemnity period in respect of such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the accident,

Definitions

Gross profit

The amount by which the sum of the value of the turnover and the value of the closing stock exceed the sum of the value of the opening stock and the amount of the specified working expenses. The values of the opening and closing stocks shall be arrived at in accordance with the Takaful Participant's normal accountancy methods, due provision being made for depreciation.

Specified Working Expenses

1. 100% of purchases (less discounts received)
- 2.
- 3.
- 4.

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Takaful Participant.

The money (less discounts allowed) paid or payable to the Takaful Participant for goods sold and delivered and for services rendered if the course of the business at the Premises.

Indemnity period and time excess

The period beginning "as specified in the Schedule" hours after the occurrence of the accident and ending not later than "as specified in the Schedule" months after such occurrence during which the results of the business shall be affected in consequence of the accident.

(a) Rate of gross profit

The rate of gross profit earned on the turnover during the financial year immediately before the date of the accident.) to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the accident or which would have affected the business had the accident not occurred so that tile figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the accident would have been obtained during the relative period alter the accident

(b) Standard Turnover

The turnover during the period in the twelve (12) months immediately before the date of the accident which corresponds with the indemnity period.)

Annual turnover

The turnover which the Takaful Participant would have been able to obtain but for the accident during the twelve (12) months immediately before either the date when the business is no longer affected or when the indemnity period ends, whichever occurs first.

Shortage in Turnover

The amount by which the turnover during a period shall, in consequence of the accident, fall short of the part of the standard turnover which relates to that period.

Special Provisions

1. In the event of the gross profit earned during the financial year most nearly concurrent with any Period of Takaful, (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve (12) months) as certified by the Takaful Participant's Auditors, being less than the sum covered thereon, a pro

rata return of Takaful Contribution not exceeding fifty (50) per cent of the Takaful Contribution paid on such sum covered for such Period of Takaful will be made in respect of the difference, if any accident shall have occurred, giving rise to a claim under this Takaful Certificate such return shall be made in respect only of so much of the said difference as it is not due to such accident.

2. If during the indemnity period services shall be rendered elsewhere that at the situation for the benefit of the business either by the Takaful Participant or by others on behalf of the Takaful Participant the money paid or payable in respect of such services shall be brought into account in arriving at the turnover during the indemnity period.
3. If the sum covered hereunder is less than the sum produced by applying the rate of gross profit to the annual turnover (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months), the amount payable shall be proportionately reduced.
4. It is hereby declared and agreed that the Company shall not liable under this Section for expenses in connection with the replacement of computer systems records or the cost of reinstatement of information contained therein or thereon.

SPECIFICATION 3C

Attached to and form part of the Takaful Certificate

<u>Item No.</u>	<u>Sum Covered</u>
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ON ADDITIONAL COST OF WORKING	
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The Takaful coverage under this Item is limited to the additional expenditure reasonably incurred in order to minimize any interruption or interference as aforesaid with the business during the indemnity period but excluding all additional expenses in connection with replacement of computer systems' records or the cost of reinstatement of information contained therein or thereon less any sum saved during the indemnity period in respect of charges and expenses of the business as may cease or be reduced in consequence of the accident.

Definition

Indemnity Period

The period beginning with the occurrence of the accident and ending not later than.....months after such occurrence during which the results of the business shall be affected in consequence of the accident.

Special Provisions

1. It is hereby declared and agreed that the liability of the Company hereunder shall not exceed.....of the Sum covered for each month, or part of a month, of the indemnity period.
2. The Company shall not be liable for loss due to fines or damages for breach of contract, for late or non-completion of orders or loss of bonus or for any penalties of whatever nature.
3. It is hereby declared and agreed that the Company shall not be liable under this Takaful Certificate for the first.....of each and every loss occasioned by the accident.

SPECIFICATION 3D

Attached to and form part of the Takaful Certificate

Item No.

Sum Covered

ON AUDITORS CHARGES

The Takaful coverage under this Item is limited to the reasonable payable by the Takaful Participant to their Auditors for producing and certifying any particulars or details contained in the Takaful Participant's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company in connection with the verification of a claim under Section 3 of this Takaful Certificate in accordance with Condition 5(d) of this Takaful Certificate.

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. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfillment of the terms Conditions and Endorsements so far as they relate to anything to be done or complied with by the Takaful Participant and the truth of the statements and answers in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

2. DUTY OF THE TAKAFUL PARTICIPANT

The Takaful Participant shall:

- (a) give notice to the Company within a reasonable time of any material change in the business or situation and shall pay any additional Takaful Contribution required by the Company in consequence thereof.
- (b) at his own expense take all reasonable precautions to prevent accidents and maintain in an efficient condition any property described in the Schedule and comply with any statutory requirements and manufacturers recommendations.
- (c) discharge all obligations imposed on the Takaful Participant under the agreement.

3. RIGHT OF ACCESS

The Company's officials shall at all reasonable times have the right of access to the premises in which the installation is situated.

4. ALTERATIONS OR MODIFICATION

The Company shall be notified of any proposed alterations or additions to an covered item and or any proposed departure from ordinary working conditions and if such modifications be made or the maximum current of pressure at which an covered item is designed to operate or any lower maximum stipulated by the Company in writing be exceeded without the consent of the Company thereto in writing having been obtained then in the event of breakdown no liability shall attached to the Company in respect of such item. If the Company cannot approve the proposed modification the Takaful coverage may be cancelled and the Company shall return to the Takaful Participant a proportionate part of the Takaful Contribution or renewal Takaful

Contribution corresponding to the unexpired Period of Takaful.

5. CLAIM NOTIFICATION

In the event of any occurrence of the events which might give rise to a claim under this Takaful Certificate the Takaful Participant shall:

- (a) immediately notify the Company by telephone or telex as well as by letter giving an indication as to the nature and extent of loss or damage.
- (b) take all reasonable steps within his power to minimize or establish the extent of any interruption or interference with the business or avoid or diminish the loss resulting therefrom.
- (c) preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- (d) furnish all such information and documentary evidence as the Company may require.
- (e) inform the Police authorities in the case of loss or damage due to theft, burglary or malicious act.

The Company shall not be liable for any loss or damage of which no notice has been received by the Company within fourteen (14) days of the occurrence of such events.

The Takaful Participant shall take all practical steps including in the case of goods lost or stolen or wilful damage thereto to give immediate notice to the police as proof of his / her attempt to recover any property lost and in case of theft or wilful damage and to discover the guilty person or person and have him, her or them prosecuted at the expense of the Company. The Takaful Participant shall not repair, replace, negotiate, pay, settle, admit or repudiate any claim under the Takaful Certificate without the written consent of the Company. The Takaful Participant shall not in any case be entitled to abandon any of the property whether taken possession by the Company or not.

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. AVERAGE

Whenever a sum covered is declared to be subject to average if the property covered thereby shall at the time of loss or damage be collectively of greater value than such sum covered then the Takaful Participant shall be considered as being the Takaful Participant's own Takaful operator for the difference and shall bear the rateable share of the loss or damage accordingly.

8. RENEWAL

If any part of the renewal Takaful Contribution is based on estimates furnished by the Takaful Participant shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Takaful Participant shall within one (1) month after the date of request furnish such information as the Company may require. The renewal Takaful Contribution shall thereupon be adjusted.

9. TRANSFER OF INTEREST

The Company shall in no case be bound to accept notice of any transfer of interest 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.

10. SUBROGATION

The Company is entitled to undertake in the Takaful Participant's name and on the Takaful Participant's behalf:

- (a) The full conduct, control and settlement of any proceedings;
- (b) Recover compensation or secure Indemnity from any third party in respect of anything covered by this Takaful Certificate.

at the Company's own expense and benefit.

11. ARBITRATION

Any difference on the amount of any loss of damage between the Takaful Participant and the Company shall be referred to an Arbitrator who shall be appointed in writing by the Takaful Participant and the Company. In case the Takaful Participant and the Company are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then the Takaful Participant and the Company shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one (1) party is at liberty to appoint a sole Arbitrator, should the other party within two (2) months of the written notice fail to appoint the other Arbitrator.

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

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

12. FRAUD

If a claim be made by or on behalf of the Takaful Participant which shall be in any respect fraudulent or if any false declaration be made or used in support thereof all benefit under this Takaful Certificate is forfeited.

13. 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, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any claim for such loss, damage or liability.

14. 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. No refund of Takaful Contribution is allowed if there is a claim under the Takaful Certificate.

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

15. 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.

16. 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.

17. 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.

18. GOVERNING LAW

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

EXCLUSIONS

This Takaful Certificate does not cover:

1. wear and tear, corrosion, rust or gradual deterioration due to atmospheric conditions or otherwise.
2. loss or damage arising out of the willful act or gross negligence of the Takaful Participant.
3. loss, damage or liability occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
 - (a) war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war or acts of terrorism;
 - (b) mutiny, riot, civil commotion, strike, lock-out, labour disturbances, acts of persons operating on behalf of or in connection with any political organization, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - (c) confiscation, commandeering, requisition or destruction of or damage to property by order of the Government 'de jure' or 'de facto' or any Public, Municipal or Local Authority of the Country or area in which the property is situated.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Takaful Certificate, except to the extent that the Takaful Participant shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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

4. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
(b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.
5. any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

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

IMPORTANT NOTICE

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

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

Tel: +603-27239696

Fax: +603-27239998

E-mail: complaints@takaful-ikhlas.com.my

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

**Takaful Ikhlas General Berhad,
IKHLAS Point, 9th Floor, Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

Attention to: President and Chief Executive Officer

We will make sure that your case is examined thoroughly. 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 Website : 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
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WARRANTIES/ CLAUSES

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

1. MAINTENANCE WARRANTY

Warranted by the Takaful Participant that the agreement shall be kept in force throughout the Period of Takaful and that no variation in the terms of the agreement shall be made without the written consent of the Company thereto having been obtained.

2. TAKAFUL CONTRIBUTION WARRANTY

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 thirty (30) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Takaful 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 Company 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.

3. NO.005 - DATE RECOGNITION CLAUSE

For the purposes of this Clause the expression electronic equipment shall mean any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

This Takaful Certificate does not cover loss or damage, nor any interruption of or interference with the business directly or indirectly caused by or the failure or inability of any electronic equipment, whether the property of the Takaful Participant that results from the failure or inability of such device and/or software as listed above to:-

- i) correctly to recognize any date as its true calendar date.
- ii) to capture, save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- iii) to capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any electronic equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

This clause shall not exclude subsequent loss or damage or interruption which itself results from a defined peril. Defined peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hurricane, cyclone, typhoon, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcanic eruption, flood, bursting or overflowing of water tanks or pipes, subsidence and landslip and spontaneous combustion.

Provided however that where such loss or damage, or interruption of or interference with the business, not otherwise excluded, itself results from a defined peril the Company shall not be liable for any amount of loss resulting from such interruption or interference where such interruption or interference results from any continuing inability of the electronic equipment correctly to recognize any date as its true calendar date, or to capture save or retain or correctly to process any data as aforesaid, after the lost or destroyed property concerned has been replaced or the damaged property concerned has been repaired.

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

4. TIME ADJUSTMENT CLAUSE (72 HOURS CLAUSE)

Notwithstanding anything to the contrary contained in this Takaful Certificate, it is agreed that any loss of or damage to the Takaful Participant property arising during any one period of seventy-two (72) consecutive hours, caused by typhoon or by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the deductibles provided for herein. For the purposes of the foregoing the commencement of any such seventy-two (72) hours period shall be decided at the discretion of the Takaful Participant it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy-two (72) hour periods, in the event of damage occurring over a more extended period.

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

5. OBSOLETE EQUIPMENT CLAUSE

Notwithstanding anything to the contrary contained in this Takaful Certificate the Company's liability in respect of electronic data processing equipment, the manufacture of which has been discontinued, or for which spare parts are no longer available (obsolete equipment), shall be restricted to the period of business interruption which would arise if e current model of type of data processing system of equal performance had to be repaired or replaced.

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

6. AUTOMATIC REINSTATEMENT OF SUM COVERED CLAUSE

Notwithstanding anything to the contrary contained in this Takaful Certificate, in consideration of the Takaful Participant undertaking to pay additional Takaful Contribution at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss, to the expiry of the Period of Takaful, it is agreed that in the event of loss, the Takaful coverage hereunder shall be maintained in force for the full sum covered.

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

7. COTAKAFUL CLAUSE

It is hereby declared and agreed notwithstanding anything contained in the 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 terms, exclusions 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-Takaful provider, 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/insurance companies had issued a separate Takaful Certificate for its individual proportion of the sum covered.

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

8. OTHER CONTENTS CLAUSE

It is agreed that the term "Other Contents" in so far as they are not otherwise covered is understood to include:-

- a) Money and stamps not otherwise specifically covered for an amount not exceeding RM500.00 in respect of anyone loss.
- b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Takaful Participant of the information contained therein and for an amount not exceeding RM500.00 in respect of any one loss.
- c) Patterns, models, moulds, plans and designs, for an amount not exceeding RM500.00 in respect of any one loss.
- d) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM500.00 in respect of any one loss.

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

9. HIRE PURCHASE CLAUSE

It is hereby understood and agreed that "the hire purchase company named in the Schedule" (hereinafter referred to as the owners) are the owners of the property covered under Section 1 and / or 2 and that such property is the subject of a 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 the terms of this Takaful Certificate shall be made to the owners as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Takaful Certificate is issued to the Takaful Participant/ Hirer as the principal party and not as agent or trustee for the owners and nothing herein shall be construed as constituting the Takaful Participant, as 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.

Non-Cancellation Clause

And it is further agreed that cancellation of the Takaful Certificate shall not be effected by the Takaful Participant except upon prior notification to the owner in writing giving fourteen (14) days notice to the last known address of the owner.

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

10. LEASING CLAUSE

It is hereby understood and agreed that "the leasing company named in the Schedule" (hereinafter referred to as the lessors) are the owners of the property covered under Section 1 and / or 2 and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the Takaful Participant of the other part and it is further understood and agreed that the lessors are interested in any monies which but for this endorsement could be payable to the Takaful Participant under this Takaful Certificate in respect of loss of or damage to the property (which loss or damage is not made good by repair reinstatement or replacement under the terms of the Takaful Certificate) and such monies shall be paid to the lessors as long as they are the owners of the property and their receipt shall be full and final discharge to the Company in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Takaful Participant or the Company respectively under or in connection with this Takaful Certificate.

Non-Cancellation Clause

And it is further agreed that cancellation of the Takaful Certificate shall not be effected by the Takaful Participant except upon prior notification to the lessor in writing giving fourteen (14) days notice to the last known address of the lessor.

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

11. DESIGNATION CLAUSE

"For the purpose of determining where necessary the item (column heading) under which any equipments is covered, the Company agrees to accept the designation under which such property is entered in the Takaful Participant's books.

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

12. INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of equipments from one building to another at any of the aforesaid Situations being inadvertently not advised to the Company the Takaful on such equipments shall follow removal, the necessary adjustments in sum covered and Takaful Contribution being made as from the date of removal as soon as the oversight is discovered.

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

13. TEMPORARY STORAGE CLAUSE

The equipments covered under this Takaful Certificate is covered whilst temporarily stored anywhere in Malaysia and Singapore PROVIDED that:-

- a) the period of temporary storage shall not exceed sixty (60) days.
- b) the liability of the Company is limited to 10% of the total Sum Covered at each respective Section or RM20,000.00 in the aggregate whichever is the lower for equipments covered under this clause.
- c) the Company shall not be liable for any loss or damage to the equipment whilst in transit (including the processes of loading and unloading incidental to such transit).

- d) this Takaful coverage does not apply to property in so far as it is otherwise covered nor does it apply to motor vehicle and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (including accessories thereon).

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

14. ALTERATIONS AND REPAIRS CLAUSE

It is hereby agreed that workmen are allowed on or about the premises at the situation/premises mentioned in the Schedule herein referred to which contain the property covered carry out alterations and repairs without prejudice to terms of this Takaful coverage provided that the trade, manufacture, nature of occupation and/or construction of the premises remain unchanged.

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

15. 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.