



IKHLAS FIDELITY GUARANTEE TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your Fidelity Guarantee 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 you in this Takaful Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

DEFINITIONS

Under this Takaful Certificate:

1. **“The Company”** shall mean Takaful Ikhlas General Berhad, its successors or assigns.
2. **“Employee”** shall mean any person normally resident within the geographical limits who the Takaful Participant has the right at all times to govern control and direct in the performance of his work in the business of the Takaful Participant and who is described in the Schedule by name category Employee or position.
3. **“Endorsement”** shall mean written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
4. **“Fraudulent or Dishonest Act”** shall mean any act of fraud or dishonesty committed by any Employee with the clear intent of obtaining an improper financial gain for themselves or for any other person or organization intended by the Employee to receive such gain.
5. **“General Risk Investment Account (GRIA)”** shall mean the account where initial remittance of the Takaful Participant’s Contribution for a General Takaful product is made.
6. **“One Claim”** shall mean all claims or series of claims consequence on or attributable to one source or original cause.
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. **“the 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 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

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.

The Company will indemnify the Takaful Participant

1. against loss of money or goods belonging to or held by the Takaful Participant caused directly by any Fraudulent or Dishonest Act committed during any Period of Takaful by any Employee in connection with his employment by the Takaful Participant in the Business after the Commencement Date applicable to the Employee and discovered not later than twelve (12) months (known as Discovery Period) after the termination of
 - a) the Takaful in respect of such employee or
 - b) this Takaful Certificate
 whichever occurs first
2. for auditor’s fee incurred with the Company’s written consent solely to substantiate the amount of any claims made under 1 above.

EXTENSION - INTERLOCKING COVER

If this Takaful Certificate immediately supersedes a Fidelity Takaful effected by the Takaful Participant (the Superseded Takaful) the Company will indemnify the Takaful Participant in respect of any fraudulent or Dishonest Act discovered during the continuation of this Takaful Certificate but committed during the continuation of the Superseded Coverage if the loss arising is not recoverable thereunder solely because the period allowed for discovery has expired Provided that

1. such Superseded Takaful had been continuously in force from the time the Fraudulent or Dishonest Act was committed until the inception of this Takaful Certificate
2. the loss would have been covered by this Takaful Certificate had it been in force at the time of the loss
3. the Company shall not be liable in respect of any Fraudulent or Dishonest Act committed more than three years prior to the discovery thereof
4. the liability of the Company shall not exceed whichever is the lesser of
 - a) the amount recoverable under the Superseded Takaful or
 - b) the Limit of the Indemnity applicable under this Takaful Certificate

LIMIT OF INDEMNITY

The total amount payable by the Company

- a) during the continuation of this Takaful Certificate (irrespective of how many times the Takaful Certificate has been renewed) any replacement Fidelity Takaful issued by the Company to the Takaful Participant shall not exceed in respect of any one Employee the Specific Limit of Indemnity applying to such Employee at the time the earliest Fraudulent or Dishonest Act was committed by such person
- b) shall not exceed in respect of any one Period of Takaful the Aggregate Limit of Indemnity for all Fraudulent or Dishonest Acts committed during such period

For the purpose of interpreting paragraphs a) and b) above any act committed prior to the inception of this Takaful Certificate but indemnifiable under the terms of the Interlocking Cover shall be regarded as having been committed during the first at Period of Takaful.

In addition the Company will pay up to the Auditors Fees Limit in respect of auditors fees incurred arising out of any One Claim.

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

This Takaful Certificate and the Schedule 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 this Takaful Certificate or in the Schedule 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. THE TAKAFUL PARTICIPANT'S DUTIES

The Takaful Participant shall

- a) at all times comply with the system of check declared in the Proposal and with any subsequent change to the system of check which has been advised to and accepted in writing by the Company
- b) advise the Company immediately of
 - i) any material change in nature of the Takaful Participant's Business
 - ii) any change to the system of check declared in the Proposal

In the absence of such advice and written acceptance by the Company of the change the Company shall not be liable for any subsequent loss which otherwise would have been indemnifiable under the Takaful Certificate.

- c) not continue to entrust an Employee with money or goods after having knowledge of any material fact tending to cast doubt on the honesty of such Employee
- d) take reference in respect of each Employee in accordance with the Takaful Participant's criteria in the Proposal or as otherwise agreed in writing by the Company
- e) If any part of the Takaful Contribution or Renewal Contribution is based on estimates furnished by the Takaful Participant, 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 month after the expiry of each Period of Takaful furnish such information as the Company may require The Takaful Contribution or Renewal Contribution shall thereupon be adjusted and the difference paid by or allowed to the Takaful Contribution.

2. CLAIMS PROCEDURE

On discovery of any act default or circumstances which may give rise to a claim the Takaful Participant shall

- a) forthwith give written notice to the Company
- b) immediately take all steps to prevent further loss
- c) supply at the request of and free of any expense to time Company all such proof information and other evidence relating to the claim as the Company may require

3. 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.

4. LOSS REDUCTION AND RECOVERY

The Takaful Participant shall whether the Company's liability hereunder shall have been ascertained or not give all reasonable assistance to enable the Company to obtain by legal proceedings or otherwise the reimbursement of any loss by the Employee or by the Employee's estate or recovery of the loss from any other source

The following shall be deducted from any amount otherwise payable as indemnity under this Takaful Certificate

- a) any money of the Employee in the hands of the Takaful Participant
- b) any money which but for the Employee's dishonesty would have been due to the Employee from the Takaful Participant

The Takaful Participant and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss

5. OTHER INSURANCE/ TAKAFUL

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

6. ARBITRATION

If any difference shall arise as to the amount to be paid under this Takaful Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force in the territory in which the 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.

7. FORFEITURE

If any claim 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.

8. 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.

9. EXPENSES

The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.

10. 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.

11. 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.

12. 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 for loss

1. in respect of any improper financial gain obtained by any Employee in the form of salaries fees commission or other benefits earned in the normal course of employment
2. of interest or consequential loss of any kind

EXCESS

The Takaful Participant shall be liable for the first amount of loss shown in the Schedule as the Excess in respect of any One Claim.

CLAUSES/ENDORSEMENT/WARRANTIES
(Not included in the Takaful Certificate unless specified)

This Takaful Certificate is subject to the following Warranty/Clause:

TAKAFUL CONTRIBUTION WARRANTY (60 days)

This Takaful Certificate is subject to the following 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 sixty (60) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the 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.

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

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:

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

Tel: +603-27239696

Fax: +603-27239998

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

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

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

Attention to: President and Chief Executive Officer

If you are not satisfied with the rejection or offer of settlement of a claim, you may appeal to the Company. If you are still not satisfied with the decision of the Company, you may then refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows:

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 5752 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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The following clauses/ memoranda are not included in the Takaful Certificate unless specified in the Schedule.

1. AUDITORS/ACCOUNTANT AND LEGAL FEES CLAUSE

It is hereby declared and agreed that this Takaful Certificate is extended to indemnify the Takaful Participant against the payment of fees for Professional Auditor and Accountant services and legal charges incurred by the Takaful Participant with the consent and/or at the request of the Company for the purpose of investigation and proving a claim made against the Company within the terms of this Takaful Certificate.

It is further declared and agreed that the liability of the Company in respect of such fees and charges shall be limited to the sum of RM3,000.00 in respect of any one claim subject to the Company's total liability shall not exceed RM6,000.00 in any one Period of Takaful.

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

2. 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 or 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.

3. AUTOMATIC ADDITIONS & DELETION MEMORANDUM

It is hereby declared and agreed that new employees are automatically included in this coverage with effect from the date on which the employees shall commence employment with the Takaful Participant. Deletion of employees shall be similarly effected from the date of termination of employment.

Provided always that company's liability shall not exceed the Specific Limit of Indemnity for the category as specified in the schedule. The Takaful Participant shall declared to the Company the number of employees are to be added on or deleted from the Takaful Certificate at the expiry of the Period of Takaful and Takaful Contribution shall be adjusted accordingly.

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

4. COINSURANCE AND/OR 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.

CLAUSES/ ENDORSEMENTS & WARRANTIES

The following 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.

DG02 DISCOVERY PERIOD ENDORSEMENT

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the Company shall be liable for any loss arising from fraudulent embezzlement or fraudulent misappropriation by an Employee discovered not later than twelve months after the expiry of this Takaful Certificate or not later than twelve (12) months after the death, dismissal, retirement or termination of the defaulting employee.

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

DG04 UNINTENDED EMPLOYEE EXTENSION (C21)

If loss is alleged to have caused due to the fraud or dishonesty of any one or more of the employees, and the Takaful Participant shall be unable to identify the specific employee causing such loss, the Takaful Participant shall nevertheless have the benefit of this guarantee provided that the evidence submitted reasonably established that the loss was in fact due to the fraud or dishonestly of one or more of the said employee and provided further that the aggregate liability of the Company for any such loss shall not exceed the amount stated in the Schedule of this Takaful Certificate.

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

DG05 PAYMENT ON ACCOUNT

It is understood and agreed that in the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Takaful Participant at such stages as may be mutually agreed upon if desired by the Takaful Participant.

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

DG09 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 or not that results from the failure or inability of such device and/or software as listed above to:-
1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the ability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation inspection, installation, maintenance, repair or supervision done by the Takaful Participant for the Takaful Participant or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognized any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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

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

DG07 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.

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

DG08 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.

DG10 AUTOMATIC REINSTATEMENT OF GUARANTEE CLAUSE

At the request of the Employer and in consideration of the payment of an additional Takaful Contribution as required by the Company after receipt of notice by the Company of an act covered against and committed by the Employee, the amount of Guarantee shall be reinstated to the sum as stated in the schedule in respect of the Employee other than the Employee in regard to whom a payment has been made or any act of fraud or dishonestly or reasonable course of suspicion thereof or any improper conduct shall have come to the knowledge of the Employer.

It is further understood and agreed that such reinstated amount shall only apply to acts of fraud or dishonestly committed subsequent to the date of reinstatement and shall not apply to losses occurring prior thereto.

DG13 AUTOMATIC RENEWAL

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

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.