



## IKHLAS NIAGA (RETAIL NIAGA) TAKAFUL CERTIFICATE

### SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your comprehensive Business 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.

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### DEFINITIONS

Under this Takaful Certificate:

1. **“Benefits”** means the amount the Company will pay from the Risk Fund for a legitimate claim under this Takaful Certificate based on the Benefits description in the Schedule.
2. **“Burglary”** shall mean an actual theft or an attempt thereat
  - (a) accompanied by an actual forcible and violent entry into or exit from any building at the Premise or
  - (b) following assault or violence to any person or threat thereof.
3. **“Business”** shall include
  - (a) the ownership repair and maintenance of the Takaful Participant’s own property
  - (b) the provision and management of canteen sports and welfare organisations for the benefit of the Takaful Participant’s Employees and first aid fire and ambulance services
4. **“The Company”** means Takaful Ikhlas General Berhad, its successors or assigns.
5. **“Consequential Loss”** means financial loss.
6. **“Covered Event”** means one of the Perils listed under this Takaful Certificate.
7. **“Damage”** shall mean physical loss or Damage and shall include all resultant loss of use anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or Damage giving rise thereto.
8. **“Depreciation”** means the reduction in the value of the item or property due to Wear and Tear.
9. **“Employee”** shall mean any
  - a) person under a contract of service or apprenticeship with the Takaful Participant;
  - b) person hired to or borrowed by the Takaful Participant;
  - c) self-employed person;
  - d) person employed by labour only sub-contractor;while working for the Takaful Participant in connection with the Business.

10. **“Endorsement”** means written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
11. **“Excess”** means the amount the Takaful Participant must pay towards a claim before the Company pays. The amount will be stated on the Schedule or in any selected Optional Perils.
12. **“Fixtures and Fittings”** means items that are permanently attached to building of the Takaful Participant.
13. **“Flood”** means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.
14. **“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.
15. **“Geographical Limits”** shall mean
  - (a) the territory defined in the Schedule
  - (b) elsewhere in the world but only in respect of Injury of Damage which arises out of the activities of a person whose normal place of residence is in the territory but is away for a short time in connection with the Business of the Takaful Participant.
16. **“Indemnity”** means putting the Takaful Participant back to the Takaful Participant’s same financial position immediately before the loss.
17. **“Injury”** shall mean bodily Injury disease or illness including death resulting therefrom.
18. **“Market value”** means the value of the property covered at the time of loss or Damage less allowance for Wear and Tear and/or Depreciation.
19. **“Money” (applicable to Burglary Takaful)** 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.
20. **“Money” (applicable to Money Takaful)** shall mean
  - (a) cash, bank notes, currency notes, uncrossed cheques other than pre-signed blank cheques, travellers cheques, uncrossed giro cheques, uncrossed postal and money orders, uncrossed bankers’ draft, bills or exchange, luncheon vouchers, gift tokens, current trading stamps and current postage stamps
  - (b) crossed cheque, other than pre-signed blank cheques, crossed giro cheques and drafts, crossed postal and money orders, crossed bankers’ drafts and credit company sales vouchers.

belonging to the Takaful Participant or for which the Takaful Participant is responsible.
21. **“Open”** means anywhere at the Premise not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the Premise if such buildings are not able to be secured.
22. **“Perils”** means the source of the misfortune or disaster that causes Damage to the covered property.
23. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
24. **“Personal Effects”** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
25. **“Person Covered”** means a person or persons who is covered under the Takaful Certificate as per listing lodged by the Takaful Participant.

26. **“Pollutants”** shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acids alkalis bacteria chemical sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed.
27. **“Premise”** means the land at the address shown on the Schedule on which the building is built.
28. **“Products”** shall mean all goods or Products supplied (including those supplied as part of any service rendered or contract work executed) by the Takaful Participant together with containers packaging and instructions supplied therewith.
29. **“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.
30. **“Qard”** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
31. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
32. **“Schedule”** means the Takaful Certificate schedule where both the covered items and sum covered are specified.
33. **“Sum Covered”** shall mean the amount the Takaful Participant has covered on the Takaful Participant’s property as shown on the Schedule.
34. **“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.
35. **“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.
36. **“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.
37. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
38. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
39. **“the Takaful Participant”** means the person named in the Schedule as “the Takaful Participant”.
40. **“Wakalah”** refers to a contract where a party, as principal (muwakkil) authorizes another party as his agents (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.
41. **“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.
42. **“Wear and tear”** means Damage or a reduction in value through age, ordinary use of lack maintenance.
43. **“Working Hours”** shall mean the period during which the Premise are actually occupied for the purposes of the Business and during which the Takaful Participant or those of the Takaful Participant’s Employees who are entrusted with Money are in the Premise.

## **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.

## **SECTION A: FIRE AND ALLIED PERILS TAKAFUL**

### **COVERING CLAUSE**

In respect of Covered Event occurring during the Period of Takaful and subject to limitations, exclusions and conditions contained or endorsed in the Takaful Certificate, the Company will pay or by reinstate or repair for loss or Damage to the covered property caused by fire, or lightning.

### **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. MISDESCRIPTION**

If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Takaful Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission.

## **2. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful or Insurance already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

## **3. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

## **4. FALLEN BUILDINGS OR DISPLACEMENT**

All coverage under this Takaful Certificate

- (1) on any building or part of any building,
- (2) on any property contained in any building,
- (3) on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- (a) of such building or of any part thereof,
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or Damage by which is covered by this Takaful Certificate or would be covered if such building, range of buildings or structure were covered under this Takaful Certificate.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Takaful Participant.

## **5. ALTERATIONS AND REMOVALS**

Under any of the following circumstances the Takaful Certificate ceases to attach as regards the property affected unless the Takaful Participant, before the occurrence of any loss or Damage, obtains the sanction of the Company signified by Endorsement upon the Takaful Certificate, by or on behalf of the Company.

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the covered property be changed in such a way as to increase the risk of loss or Damage by fire.
- (b) If the building covered or containing the covered property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If property covered be removed to any building or place other than that in which it is herein stated to be covered.

- (d) If the interest in the property covered pass from the Takaful Participant otherwise than by will or operation of law.
- (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Takaful Participant's property is situated has been issued.

## **6. CLAIM NOTIFICATION**

On the happening of any loss or Damage the Takaful Participant shall forthwith give notice thereof to the Company and shall within thirty (30) days after the loss or Damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- (a) A claim in writing for the loss and Damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or Damage thereto respectively, having regard to their value at the time of the loss or Damage, not including profit of any kind.
- (b) Particulars of all other Takaful/Insurance, if any.

The Takaful Participant shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or Damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Takaful Certificate shall be payable unless the terms of this Condition have been complied with.

## **7. EXTENSIONS**

This Takaful Certificate extends to include:

- (a) wages of the Takaful Participant's Employees other than full-time members of a Works Fire Brigade.
- (b) the cost of replacement of fire fighting appliances and destruction of or Damage to materials (including Employees' clothing and Personal Effects) unless otherwise specifically covered.
- (c) fire brigade charges.

PROVIDED always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property covered by this Takaful Certificate or immediately threatening to involve such property.

## **8. TOTAL SUM COVERED**

The liability of the Company shall in no case exceed in respect of each item the coverage amount expressed in the Schedule thereon or in the whole the total sum covered hereby or such other sum or sums as may be substituted therefor by Endorsement hereon or attached hereto signed by or on behalf of the Company.

## **9. RIGHTS OF ENTRY**

On the happening of any loss or Damage to any of the property covered by this Takaful Certificate, the Company may:-

- (a) enter and take and keep possession of the building or Premise where the loss or Damage has happened.

- (b) take possession of or require to be delivered to it any property of the Takaful Participant in the building or on the Premise at the time of the loss or Damage.
- (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Takaful Participant that he makes no claim under the Takaful Certificate or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Takaful Participant or diminish its right to rely upon any of the conditions of this Takaful Certificate in answer to any claim.

If the Takaful Participant or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all Benefits under this Takaful Certificate shall be forfeited.

The Takaful Participant shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

#### **10. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

#### **11. REINSTATEMENT AND REPLACEMENT**

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or Damage, or may join with any other Takaful Operators or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or Damage, nor more than the sum covered by the Company thereon.

If the Company so elect to reinstate or replace any property the Takaful Participant shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby covered, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### **12. MARKET VALUE**

The Company will indemnify the Takaful Participant the covered value or the Market Value of the covered property whichever is lower subject to the deduction of any Excess.

The Market Value shall be determined by a valuation obtained by the Company from the:

- (a) Manufacturer; or

- (b) Authorized sole agent or agent; or
- (c) Authorized broker, authorised distributor; or
- (d) Building contractor; or
- (e) Loss adjuster licensed under Takaful Act 1984; or
- (f) Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both the Takaful Participant and the Company.

The valuation so obtained shall be conclusive in any legal proceedings against the Company.

### **13. AVERAGE**

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

### **14. REINSTATEMENT OF SUM COVERED**

After a loss, the full sum covered of this Takaful Certificate shall be maintained.

The Takaful Participant is required to pay an additional pro-rata Takaful Contribution based on the amount of loss calculated from the date of loss to the expiry of the Period of Takaful.

### **15. LIMITATION**

In no case whatever shall the Company be liable for any loss or Damage after the expiration of twelve (12) months from the happening of the loss or Damage unless the claim is the subject of pending action or arbitration.

## **EXCLUSIONS (APPLICABLE TO SECTION A ONLY)**

1. This Takaful Certificate is not intended to and does not cover:
  - (a) Loss by theft during or after the occurrence of a fire.
  - (b) Loss or Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Exclusion 2(f)) or by its undergoing any heating or drying process.
  - (c) Loss or Damage occasioned by or through or in consequence of the burning of property by order of any public authority.
  - (d) Loss or Damage occasioned by or through or in consequence of subterranean fire.
  - (e) Loss or Damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
  - (f) Loss or Damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
2. Unless otherwise expressly stated, this Takaful Certificate does not cover:
  - (a) Goods held in trust or on commission.
  - (b) Bullion or unset precious stones.



- (c) Any curiosity or work of art for an amount exceeding RM500.
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coins or paper money, cheques, books of account or other Business books, or computer systems records.
- (f) Coal, against loss or Damage occasioned by its own spontaneous combustion.
- (g) Explosives.
- (h) Any loss or Damage occasioned by or through or in consequence of explosion; but loss or Damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Takaful Certificate; or
- (i) Any loss or Damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

3. This Takaful Certificate does not cover any loss or Damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, 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.
- (e) Any act of terrorism  
For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or threat 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

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. This Takaful Certificate coverage does not cover any liability for:

Loss or destruction or Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or Damage to the property covered caused by

- (a) pollution or contamination which itself results from a contingency hereby covered against.
- (b) any contingency hereby covered against which itself results from pollution or contamination.

5. This Takaful Certificate coverage does not cover any loss or Damage to property which, at the time of the happening of such loss or Damage, is covered by or would, but for the existence of this Takaful Certificate, be covered by any Marine Takaful Certificate or Policies except in respect of any Excess beyond the amount which would have been payable under the Marine Takaful Certificate or Policies had this Takaful Certificate not been effected.
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.

## **SECTION B: BURGLARY TAKAFUL**

### **COVERING CLAUSE**

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 Premise 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 Premise resulting directly from Burglary happening during any Period of Takaful up to an amount not exceeding 10% of the total sum covered or RM 10,000.00 whichever is lesser in any Period of Takaful.

### **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. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful or Insurance already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

#### **2. CHANGES IN RISKS**

If after the acceptance of this Takaful Certificate by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

#### **3. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

#### **4. DUTY OF CARE**

- (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 Premise 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 Premise; or
  - ii) placed within a locked safe or strongroom in any building provided the keys to such safe or strongroom are removed from the Premise.

during any time the Premise are left unattended or closed for Business.
- (d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premise at all times that the Premise are left unattended or closed for Business.
- (e) Every intruder alarm system installed at the Takaful Participant's Premise as specified in the Schedule shall be properly inspected and maintained in efficient working order during the currency of the Takaful Certificate in accordance with the manufacturers 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 Premise may be withdrawn.

## **5. CLAIM NOTIFICATION**

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

- (a) forthwith give written notice to the Company stating all particulars then known to the Takaful Participant.
- (b) notify the police immediately.
- (c) take all practical steps to discover any guilty person and recover the property lost.
- (d) within thirty (30) days after the event or within such further period 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
  - i) full information in writing about the claim
  - ii) details of all other Takaful relating to the claim
  - iii) all Business invoices, accounts and other documents in support of the claim.

## **6. CLAIM 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.

## **7. 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 Risk Fund subject to the Takaful Participant's right to reclaim it upon repayment to the Company of the amount so paid.

## **8. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration)

within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

## **9. DIFFERENCES**

If any difference shall arise as to the amount to be paid under this Takaful Certificate (being otherwise admitted), such difference 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.

## **10. AVERAGE**

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

## **EXCLUSIONS (APPLICABLE TO SECTION B ONLY)**

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 Premise 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 Premise.
  - (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 Exclusion 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.

## **SECTION C: MONEY TAKAFUL**

### **COVERING CLAUSE**

The Company will indemnify the Takaful Participant for the amount of any loss of

1. Money shown in the Schedule
2. Or Damage caused by thieves to any safe or strongroom belonging to the Takaful Participant at the Premise up to a limit not exceeding 10% of the limit of liability of money in the Premise or RM10,000.00 whichever is lesser

happening during any Period of Takaful within the geographical limits but so far as each item is concerned not exceeding the limit of liability any one loss.

### **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. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful or Insurance already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

#### **2. CHANGES IN RISKS**

If after the acceptance of this Takaful Certificate by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

#### **3. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

#### **4. TAKAFUL PARTICIPANT'S DUTIES – SECURITY MEASURES**

- (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 Premise 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 Premise; or
  - ii) placed within a locked safe or strongroom in any building provided the keys to such safe or strongroom are removed from the Premise.during any time the Premise are left unattended or closed for Business.
- (d) All notes of combination lock letters and numbers for safes and strongrooms must be removed from the Premise at all times that the Premise are left unattended or closed for Business.
- (e) Every intruder alarm system installed at the Takaful Participant's Premise as specified in the Schedule shall be properly inspected and maintained in efficient working order during the currency of the Takaful Certificate in accordance with the manufacturers 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.

## **5. CLAIM NOTIFICATION**

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

- (a) Forthwith give written notice to the Company stating all particulars then known to the Takaful Participant.
- (b) Notify the police immediately.
- (c) Take all practical steps to discover any guilty person and recover the property lost.
- (d) Within thirty (30) days after the event or within such further period 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
  - i) full information in writing about the claim
  - ii) details of all other Takaful relating to the claim
  - iii) all Business invoices, accounts and other documents in support of the claim.

## **6. CLAIM 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.

## **7. 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 Risk Fund subject to the Takaful Participant's right to reclaim it upon repayment to the Company of the amount so paid.

## **8. TAKAFUL CONTRIBUTION ADJUSTMENT**

If any part of the Takaful Contribution or renewal Takaful Contribution is calculated 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 (1) month after the expiry of each Period of Takaful furnish such information as the Company may require. The Takaful Contribution or renewal Takaful Contribution shall thereupon be adjusted and the difference paid or by allowed to the Takaful Participant.

## 9. FRAUD

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

## 10. AVERAGE

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

### **EXCLUSIONS (APPLICABLE TO SECTION C ONLY)**

The Company shall not be liable in respect of loss

1. due to robbery or theft by any director, partner or Employee of the Takaful Participant.
2. due to the use of counterfeit Money.
3. or shortage due to clerical or accounting errors or omissions or to depreciation in value.
4. of Money from machines operated by coins tokens or currency notes.
5. of Money from any vehicle left without an occupant.
6. or destruction of or Damage to Money being sent by post.
7. of Money described in Definitions 203 (a) from any room left unattended and unlocked during Working Hours unless contained in a locked safe cupboard or desk of which the key has been removed from such room.
8. destruction or Damage directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
9. destruction or Damage directly or indirectly caused by or contributed to by or arising from confiscation detention nationalisation requisition or wilful destruction by any government public municipal local or custom authority.
10. or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss directly or indirectly caused by or contributed to by or arising from ionising 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 Exclusion only combustion shall include any self-sustaining process of nuclear fission.
11. destruction or Damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
12. or Damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority. Mutiny, civil commotion, assuming the proportions of or amounting to a popular rising, military 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 the martial law or state of siege.

Losses, damages, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above are also excluded.

If the Company allege that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this coverage, 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.

13. 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.

## **SECTION D: PUBLIC LIABILITY TAKAFUL**

### **COVERING CLAUSE**

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

- (a) accidental Injury to persons
- (b) accidental Damage to tangible property

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

### **LIMIT OF INDEMNITY**

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

- (a) one (1) claim or all claims of a series (whether arising in one Period of Takaful or not) consequent on or attributable to one source or original cause
- (b) any one Period of Takaful for all claims

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

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

### **EXTENSIONS**

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

1. the personal representatives of the Takaful Participant in respect of liability incurred by the Takaful Participant.
2. if the Takaful Participant so requests
  - a) any principal for whom the Takaful Participant is carrying out work in connection with the Business;
  - b) any director or Employee of the Takaful Participant



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

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

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

### **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. DUTY OF CARE**

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

#### **2. PASSENGER LIFTS BOILERS AND PRESSURE VESSELS**

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

#### **3. CLAIMS CONDITIONS**

##### **(a) Reporting of Any Incident by the Takaful Participant**

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

##### **(b) Claims Correspondence**

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

##### **(c) Conduct of Claim**

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

**(d) The Company's Option**

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

**(e) Takaful Contribution to Costs**

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

**4. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful or Insurance already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

**5. CHANGES IN RISKS**

If after the acceptance of this Takaful Certificate by the Company, should there be any changes in the circumstances of the risks covered, the Takaful Participant shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance of those changes thereof has been duly received.

**6. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

**7. TAKAFUL CONTRIBUTION ADJUSTMENT**

If any part of the Takaful Contribution or renewal Takaful Contribution is calculated 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 (1) month after the expiry of each Period of Takaful furnish such information as the Company may require. The Takaful Contribution or renewal Takaful Contribution shall thereupon be adjusted and the difference paid or by allowed to the Takaful Participant.

**8. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

## 9. AVERAGE

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

### **EXCLUSIONS (APPLICABLE TO SECTION D ONLY)**

The Company shall not be liable in respect of

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

- (c) any process of decontamination treatment or control of asbestos
- 14. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) nuclear weapons material
  - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the Exclusion combustion shall include any self-sustaining process of nuclear fission
- 15. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.
- 16. 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.

## **SECTION E: PLATE GLASS TAKAFUL**

### **COVERING CLAUSE**

Subject to the terms contained herein or endorsed hereon if any of the glass at the Premise shall during Period of Takaful be broken by fracture extending through its entire thickness as the result of any accident or misfortune not hereunder except the Company will

- (a) replace the broken glass with glass of similar quality or at its option pay to the Takaful Participant the value of the glass broken at the price current at the date of breakage less the value of any salvage;
- (b) pay the reasonable cost of any necessary temporary boarding up pending replacement of the broken glass provided that the Company's liability shall not exceed in aggregate in any one Period of Takaful the total sum covered and for a) above in respect of each item the sum expressed in the Schedule to be covered thereon.

### **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. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

#### **2. DUTY OF CARE**

The Takaful Participant shall take all reasonable precautions to prevent breakage loss or Damage.

#### **3. CLAIMS CONDITIONS**

##### **(a) Reporting of any Incident by the Takaful Participant**

In the event of any breakage loss or Damage the Takaful Participant shall give immediate notice to the Company with full particulars thereof. If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from inferior artistic merit.

**(b) Security**

The Company shall be entitled in the company's or the Takaful Participant's name to take steps for securing from any person responsible for such breakage loss or Damage reimbursement of any sums payable hereunder.

**4. NOTICE OF ALTERATIONS**

The Takaful Participant shall give immediate notice to the Company of any alteration addition or change in any of the glass or in the occupancy of the Premise and shall pay may additional Takaful Contribution required by the Company.

**5. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

**6. AVERAGE**

If at the time any claim arises under this Takaful Certificate, the cost of replacing the glass is greater than the sum covered the Takaful Participant shall be considered as being the Takaful Participant's own Takaful Operator for the difference and shall bear a rateable proportion of such claim. In the event of any claim this clause shall apply separately to each item affected.

**EXCLUSIONS (APPLICABLE TO SECTION E ONLY)**

The Company shall not be liable in respect of

1. breakage occasioned by or traceable to
  - (a) construction of or structural alterations to the Premise.
  - (b) alterations to or removal of any of the glass.
  - (c) settlement or expansion or contraction of the glass or frames or fittings due to climatic conditions.
2. claims in respect of
  - (a) Damage to window frames or other fittings.
  - (b) the cost of removal and reinstatement of window fittings and other obstruction to replacement.
  - (c) glass which at the commencement of the cover thereon is broken or damaged and not subsequently replaced.
3. destruction or Damage directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.
4. loss or destruction of or Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising 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 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.
6. any consequence of
  - (a) fire, explosion, storm, tempest, hurricane, cyclone, tornado, windstorm, earthquake, subsidence, volcanic eruption or other convulsion of nature.
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power or riot or civil commotion.
7. 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.

## **SECTION F: EMPLOYER'S LIABILITY TAKAFUL**

### **COVERING CLAUSE**

Now this Takaful Certificate witnesseth that if any person under a contract of service or apprenticeship with the Takaful Participant shall sustain Bodily Injury by Accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Takaful Participant in the Business.

The Company will subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of this Takaful Certificate) indemnify the Takaful Participant against liability at law to pay compensation and claimant's costs and expenses in respect of such Injury and will in addition pay all cost and expenses incurred with its written consent.

The Company will also in the event of the death of the Takaful Participant, legal personal representatives in the terms of this Takaful Certificate in respect of liability incurred by the Takaful Participant provided that such personal representatives shall as though they were the Takaful Participant observe fulfill and be subject to the terms of this Takaful Certificate in so far as they can apply.

### **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. DUTY OF CARE**

The Takaful Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

#### **2. CLAIMS CONDITIONS**

##### **(a) Reporting of any Incident by the Takaful Participant**

In the event of any occurrence which may give rise to a claim under this Takaful Certificate the Takaful Participant shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Takaful Participant shall have knowledge of any impending prosecution inquest of fatal inquest in connection with any such occurrence.

**(b) Claims Correspondence**

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

**(c) Conduct of Claim**

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

**3. NOTICE OF OTHER TAKAFUL/ INSURANCE**

The Takaful Participant shall give notice to the Company of any Takaful Certificate or Insurance policy already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such Takaful or Insurance be stated in or endorsed on this Takaful Certificate by or on behalf of the Company before the occurrence of any loss or Damage, all Benefits under this Takaful Certificate shall be forfeited.

**4. OTHER TAKAFUL/ INSURANCE**

If at the time any claim arises under any 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.

**5. TAKAFUL CONTRIBUTION ADJUSTMENT**

The first Takaful Contribution and renewal Takaful Contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Takaful Participant to Employees during each Period of Takaful. The name of every Employee together with the amount of wages salary and other earnings shall be properly recorded and the Takaful Participant shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Takaful within one (1) month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which Takaful Contribution has been paid the difference in Takaful Contribution shall be met by a further proportionate payment to the company or by a refund by the Company as the case may be.

**6. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Takaful Participant or any one acting on his behalf to obtain any Benefit under this Takaful Certificate; or, if the loss or Damage be occasioned by the wilful act, or with the connivance of the Takaful Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all Benefit under this Takaful Certificate shall be forfeited.

**7. AVERAGE**

If the Market Value of the property covered at the time of any loss is collectively of higher value than the sum covered stated in the Schedule, then the Takaful Participant will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

## **EXCLUSIONS (APPLICABLE TO SECTION F ONLY)**

The Company shall not be liable under this Takaful Certificate in respect of

- (a) the Takaful Participant's liability to Employees of contractors to the Takaful Participant.
- (b) any liability of the Takaful Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) any sum which the Takaful Participant would have been entitled to recover from any party but for an agreement between the Takaful Participant and such party .
- (d) any Injury by accident or disease sustained outside the geographical area.
- (e) any liability of the Takaful Participant to pay compensation to an Employee or to legal personal representatives or dependents of an Employee by virtue of any workmen's compensation law.
- (f) any Injury by accident or disease attributable to war, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i) nuclear weapons material
  - ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exclusion combustion shall include any self-sustaining process of nuclear fission.

## **SECTION G: GROUP PERSONAL ACCIDENT TAKAFUL**

### **GENERAL PROVISIONS**

It is hereby declared and agreed that this Takaful Certificate shall cover Death or Disablement due to:-

1. **RIOT STRIKE AND CIVIL COMMOTION** provided that the Person Covered is not directly or indirectly participating in or howsoever involved in such activities.
2. **EXPOSURE** to the elements provided that in the event of death of the Person Covered, his Death is determined as death resulting from exposure after an Accident by a properly constituted Judicial Enquiry.
3. **DISAPPEARANCE** of the Person Covered after a period of one (1) year has elapsed and the Company has examined all evidence available and shall have no reason to suppose other than an Accident has occurred. It is further agreed that if at any time after payment has been made and the Person Covered is found to be living any sum paid by the Company in settlement of the claim shall be refunded to the Company by the Person Covered forthwith.
4. **MOTOR-CYCLING** as a rider or a pillion rider for private or business purposes provided always that the Company shall not be liable to make any payment in respect of death or injuries arising from or attribute to the Person Covered engaging in racing pacesetting speed contest reliability test or other trials. It is condition precedent to liability that the Person Covered wears an approved crash helmet and possesses a valid driving license whilst engaging in motor-cycling.
5. **HIJACKING** Subject otherwise to the terms of this Takaful Certificate, the cover shall continue whilst the Person Covered is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack. For the purposes of this Takaful Certificate, "Hijack" means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the Person Covered is traveling. This extension however does not apply if the results from Exclusion 1.



**MEMORANDUM**

In the event that the Person Covered is covered under more than one (1) Personal Accident Takaful Certificate (whether group or individual) issued by the Company, the Person Covered shall not be entitled to any additional benefits in addition to the Benefits hereunder to the intent and effect that only one (1) claim is made in the case of each Accident.

However, payment death benefit shall not preclude payment of Compensation under this Endorsement.

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

**1. DEATH**

Death of the Person Covered due to solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the event. The amount payable is the Sum Covered as stated in the Schedule.

**2. PERMANENT DISABLEMENT**

Permanent disability of the Person Covered due to solely and directly from Accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the event. The amount payable is a percentage of Sum Covered as described in the Schedule.

**SCALE OF COMPENSATION**

EVENT	Accidental Bodily Injury suffered by the Person Covered resulting from an event or incident that occurs which is unforeseen and unexpected which resulting directly or indirectly from the deliberate actions or intentions of a person or persons over which the life had no control and result in death or permanent disablement.	
RESULT	DESCRIPTION	BENEFIT
1	Death	Amount stated as per Schedule
2	Permanent Disablement resulting in:	
	1. Loss of two limbs	} 100%
	2. Loss of both hands or of all fingers and both thumbs	
	3. Total Loss of sight of both eyes	
	4. Total paralysis	
	5. Injuries resulting in being permanently bedridden	
	6. Any other injury causing permanent total disablement	
	7. Loss of arm at shoulder	
	8. Loss of arm between shoulder and elbow	
	9. Loss of arm at elbow	
	10. Loss of arm between elbow and wrist	
	11. Loss of hand of wrist	
	12. Loss of leg - at hip	
	- between knee and hip	
	- below knee	
	13. Eye: Loss of - whole eye sight	
	14. One sight of, except perception of light	50%
	15. Loss of four fingers and thumb of one hand	50%
	16. Loss of four fingers	40%
	17. Loss of thumb - both phalanges	25%
	- one phalanx	10%
	18. Loss of index finger - three phalanges	15%
	- two phalanges	8%
	- one phalanx	4%
	19. Loss of middle finger - three phalanges	10%
	- two phalanges	4%
	- one phalanx	2%

20. Loss of ring finger	-	three phalanges	8%
	-	two phalanges	4%
	-	one phalanx	2%
21. Loss of little finger	-	three phalanges	6%
	-	two phalanges	4%
	-	one phalanx	2%
22. Loss of metacarpal	-	first or second (additional)	3%
	-	third, fourth or fifth (additional)	2%
23. Loss of all toes	-	of one foot	18%
	-	two phalanges of great toe	6%
	-	one phalanx of great toe	3%
	-	any other toe	3%
24. Total and Loss of Hearing	-	both ears	75%
	-	one ear	15%
25. Total and Permanent Loss of Speech member			50%

**The aggregate of all percentages** payable in respect of any Accident shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force. All other compensation lesser than 100% if already paid shall reduce the coverage proportionately by that amount paid from the date of Accident until the expiration of the Takaful Certificate.

**Permanent total loss of use of member** shall be deemed as total and permanent disablement.

**Loss of sight of both eyes** shall mean the total and irrecoverable loss of all sight rendering the Person Covered absolutely blind in the eye beyond remedy by surgical or other treatment.

**Loss of speech** shall mean permanent total inability to communicate orally.

**Where injury is not specified in the Scale of Compensation**, the Company shall in its absolute discretion adopt a percentage of compensation which in opinion the Company is consistent with the provisos stated in the Scale of Compensation and without regard to the Person Covered's occupation.

## **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. CONDITION PRECEDENT TO THE LIABILITY**

This Takaful Certificate shall be automatically null and void when:

- a) If the Proposal or Declaration of the Takaful Participant is found untrue in any respect, or if any material fact on the Person Covered be incorrectly stated therein or omitted therefrom;
- b) if this Takaful Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

### **2. CHANGES**

The Takaful Participant shall give immediate written notice to the Company of any change of address,

occupation, pursuits or any injury, disease, physical defect or infirmity by which the Person Covered has become affected.

If the Person Covered be injured after having changed his occupation to one classified by the Company as more hazardous than that stated in the Proposal or subsequent Endorsement to this Takaful Certificate, the Company will only be liable to pay such portion of the indemnities provided in this Takaful Certificate.

All notices required to be given by the Takaful Participant to the Company must be in writing addressed to the Company and neither alteration in terms of this Takaful Certificate nor Endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company. No agent has the authority to change this Takaful Certificate or to waive any of the provisions hereunder.

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

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

### **3. CLAIMS PROCEDURE**

In the case of Bodily Injury to which this Takaful Certificate relates:-

- (a) the Takaful Participant shall procure that the Person Covered always acts upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
- (b) written notice must be given to the Company within fourteen (14) days of the date of the Accident causing such injury

Failure to give notice within the time provided in this Takaful Certificate shall not summarily invalidate the claim if it shall be shown by the Takaful Participant that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

No action at law or in equity shall be brought to recover the compensation under this Takaful Certificate prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. No such action shall be brought after the expiration of one (1) year from the time written proof of loss is required to be furnished.

All Takaful Certificates information and evidence required by the Company shall be furnished at the expense of the Takaful Participant or the Person Covered or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Person Covered as often as required shall undergo medical examination at the Takaful Participant's or Person Covered's own expense in respect of any claim of Bodily Injury. In case of death of a Person Covered, reasonable notice shall be given to the Company before interment or cremation and the Company may require that the Company be represented at a post mortem examination on the body of the Person Covered. The Company shall have the right and opportunity to conduct an autopsy at its own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a Person Covered shall be given to the Company as soon as known to the Takaful Participant.

### **CLAIMS PROVISIONS**

1. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of the Company.
2. Compensation under Permanent Disablement is payable only if the disability is caused by a Bodily Injury which wholly prevents the Person Covered from engaging in any business, or occupation or performing any work, for compensation or profit, provided, that to determine if a total disablement has become permanent, it must continue uninterruptedly for a period of at least twelve (12) months from the date of Bodily Injury and at the expiry of that period is beyond hope

of improvement.

3. Benefits on Death and Permanent Disablement shall not be paid in aggregate under this Takaful Certificate to the intent that where compensation in respect of Permanent Disablement aggregates to less than 100% of the total Benefits paid to Takaful Participant, the coverage under Death and/or Permanent Disablement shall be reduced in proportion to the amount paid from the date of accident until the expiration of the Takaful Certificate.
4. Unless otherwise agreed and endorsed hereon, the compensation payable in respect of Death or Disablement occurring where more than one Person Covered is (to the Takaful Participant's knowledge) traveling in the same conveyance, shall be limited to an aggregate of RM6,000,000.00 only. In the event the aggregate exceeds the said amount, the Company will be obliged to settle the claims of the respective Person Covered on a proportionate basis to the number of affected Person Covereds.
5. The total sum payable under this Takaful Certificate in respect of any one or more Accidents to the Person Covered shall not exceed in all, the largest sum covered under any one of the Items contained in the Schedule of Benefits or added to this Takaful Certificate by Endorsement.

#### **4. RENEWAL**

It shall not be incumbent on the Company to give notice that any Takaful Contribution for renewal is due and such Takaful Contribution shall be deemed to be due on the date on which the Takaful Certificate expires and must be paid forthwith to the Company within fourteen (14) days from the date of expiry of the Takaful Certificate; but barring such fourteen (14) days period, the Company shall remain liable to pay any compensation if by the 14th day, the Takaful Contribution is actually paid unless the Company or the Takaful Participant shall have given notice that the coverage would not be renewed. The Company shall not be bound to accept any renewal and the Takaful Certificate shall not be renewable after the Takaful Certificate year in which the Person Covered attains the age of sixty-nine (69) years.

#### **5. ABSOLUTE OWNER**

The Company shall be entitled to treat the Takaful Participant as the absolute owner of the Takaful Certificate and shall not be bound to recognise any equitable or other claim to or interest in the Takaful Certificate.

#### **6. DEFAULT PAYMENT**

If default be made in the payment of Takaful Contributions for this Takaful Certificate, the subsequent acceptance of a Takaful Contribution by the Company or by its duly authorized agents shall reinstate the Takaful Certificate, but only to cover losses resulting from Accidental injury thereafter sustained.

#### **7. RIGHTS OF THE COMPANY**

The Company shall have the right and opportunity to examine or require the examination of the Person Covered whenever and as often as it may reasonably require during the pendency of claim hereunder.

#### **8. CHANGE IN RISK**

If the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Takaful Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional Takaful Contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any Accident arising therefrom.

#### **9. PHYSICAL DISABILITY**

If the consequence of an accident shall be aggravated by any condition or physical disability of the Person Covered which existed before the Accident occurred, the amount of any compensation payable hereunder in respect of the consequences of the Accident shall be the amount which is reasonably considered by the Company to be payable if such consequences had not been so aggravated.

## **EXCLUSIONS**

This Takaful Certificate is not intended to and does not cover:

1. Death or Disablement or any other loss caused directly or indirectly by:-
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the Person Covered directly or indirectly participates or is involved howsoever in such activities;
  - (b) any act of terrorism;  

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
  - (c) insanity, suicide (whether sane or insane) or any attempt thereof by the Person Covered;
  - (d) pre-existing physical or mental defect or infirmity to the Person Covered;
  - (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered;
  - (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the Person Covered; except miscarriage due to bodily injury as a direct result of an accident;
  - (g) provoked murder or assault on the Person Covered;
  - (h) any breach of Civil or Shariah Law and principles by the Person Covered;
  - (i) pre-existing disablement or Bodily Injury to the Person Covered;
  - (j) from misuse or abuse of substance, alcohol and/or drugs by the Person Covered; unless the drug is taken in accordance with an authorized medical prescription;
  - (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
2. Death or Disablement or any other loss sustained by the Person Covered:-
  - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;
  - (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
  - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft;
  - (d) while committing or attempting to commit any unlawful act.
3. Death or Disablement or any other loss consequent upon the Person Covered engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.

4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) ionisation radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
  - (b) nuclear weapons material.
6. losses caused directly or indirectly, wholly or partly by:
  - (a) any other kind of disease;
  - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Takaful Certificate and performed within the time provided in this Takaful Certificate);
  - (c) while the Person Covered is under the influence of alcohol or drug abuse while driving;
  - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
7. any Bodily Injury which shall result from hernia;
8. claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
9. if the Person Covered does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
10. the Person Covered engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
11. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Person Covered's own criminal act.
12. if the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Person Covered first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional Takaful Contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
  - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
14. claims engage in following occupations:
  - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
  - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
  - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Person Covered is off-duty at the time of the Accident and

the Bodily Injury does not arise in the course of the Person Covered employment or any activity related to the Person Covered employment), or

- (d) activities or work involving scaffolding, gondolas, ropes or cables.
- 15. arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
- 16. Consequential loss or damage of any kind.
- 17. to persons below the age of eighteen (18) and over the age of sixty-five (65) years old.
- 18. Any loss or damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Person Covered or otherwise from any other causes prohibited by Shariah Law and principles.

### **GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)**

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.

#### **1. NOTICE**

Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No changes in this Takaful Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.

#### **2. TAKAFUL CONTRIBUTION PAYMENT**

No payment in respect of any Takaful Contribution shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Takaful Participant.

#### **3. 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.

#### **4. CANCELLATION**

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover. This Takaful Certificate may also be cancelled at the option of the Company by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall be liable to repay 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.

#### **5. EXPENSES**

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

#### **6. 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.

## **7. 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.

## **8. RECEIPT OF DISCHARGE**

Payment of any amount paid or made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.

## **9. 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 30% 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. OBSERVANCE AND FULFILLMENT OF CONDITIONS**

The due observance and fulfilment of the terms, conditions and endorsements of this Takaful Certificate in so far as they relate to anything to be done or complied with by the Takaful Participant and the truth of



any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

**12. GOVERNING LAW**

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

**13. TIME**

Time wherever mentioned in this Takaful Certificate, shall be of the essence of the agreement.

**14. ASSIGNMENT**

No assignment of interest under this Takaful Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the original Takaful Certificate is furnished to the Company at the Head Office.

**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 sixty (60) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Takaful Certificate.

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 a 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**

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:

<p><b>Ombudsman for Financial Services (664393P)</b>  Level 14, Main Block,  Menara Takaful Malaysia  No 4, Jalan Sultan Sulaiman  50000 Kuala Lumpur.  Tel : 03-2272 2811  Fax : 03-2272 5752  E-mail : enquiry@ofs.org.my  Website : www.ofs.org.my</p>	<p><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></p>
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**CLAUSES/ ENDORSEMENTS/ PERILS AND 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.

**SECTION A: FIRE AND ALLIED PERILS TAKAFUL**

**1. RIOT, STRIKE AND MALICIOUS DAMAGE**

In consideration of an additional Takaful Contribution, the Company hereby agree and declare that the coverage under \* this Takaful Certificate shall extend to cover riot and strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or Damage to property covered \*\* directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Takaful Certificate contained to the contrary, under this Takaful Certificate shall extend to cover malicious Damage which for the purpose of this extension shall mean:-

Loss of or Damage to the property covered directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the Endorsement but the Company shall not be liable under this extension for any loss or Damage by fire or explosion nor for any loss or Damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

**Note :** If certain items only of the Takaful Certificate are to be covered against riot and strike, insert the words "items.....of" and "under the items herein before referred to but none other" at \* and \*\* respectively.

## **SPECIAL CONDITIONS**

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Takaful Certificate the following:-

### **Condition 5**

This Takaful Certificate does not cover:-

- (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or Damage of any kind or description whatsoever.
- (b) loss or Damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) loss or Damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) loss or Damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Takaful Participant in respect of physical Damage to the property covered occurring before dispossession or during temporary dispossession.

### **Condition 6**

This Takaful Certificate does not cover any loss or Damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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.

### **Condition 8**

Unless otherwise expressly stated, this Takaful Certificate does not cover:-

- (a) goods held in trust or on commission.
- (b) bullion or unset precious stones.
- (c) any curiosity or work of art for an amount exceeding RM500.00.
- (d) manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of accounts or other Business books, or computer systems records.
- (f) explosives.

### **Condition 11**

This Takaful Certificate may at any time be terminated by the Company on notice to that effect being given to the Takaful Participant, in which case the Company shall be liable to repay a rateable proportion of the Takaful Contribution for the unexpired term from the date of termination. If the Takaful Certificate be terminated at the request of the Takaful Participant the Company shall not be liable to repay the Takaful Contribution or any part of it except in so far as the Takaful applies to stocks in respect of which the Company shall retain a Takaful Contribution calculated according to its customary prorate scale for the time the said Takaful has been in force.

### **Condition 20**

If the property hereby covered shall at the breaking out of any fire or at the commencement of any destruction of or Damage to such property by any other peril covered against by this Endorsement be collectively of greater value than the sum covered thereon, then the Takaful Participant shall be considered as being his own Takaful operator for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Takaful Certificate shall be separately subject to this condition.

PROVIDED that it is hereby further expressly agreed and declared that:-

- 1) All the Conditions of this Takaful Certificate shall apply in all respects to the Takaful granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Takaful Certificate shall be deemed to include the perils hereby covered against.
- 2) The Special Conditions herein shall apply only to the Takaful granted by this extension and the Conditions of the Takaful Certificate shall apply in all respects to the Takaful granted by the Takaful Certificate as if this Endorsement had not been made thereon.

## **2. BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES**

In consideration of an additional Takaful Contribution, the Company hereby agree and declare that this Takaful Certificate shall extend to include loss or Damage to the property covered caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings covered or containing the property covered excluding:-

- (a) loss or Damage caused whilst the premises are untenanted.
- (b) loss or Damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) the first RM1,000.00\*\* of each and every loss at each separate premises, as ascertained after the application of average, or the Company's rateable proportion of that amount.

\*\* Where the sum covered is less than RM50,000 the amount of this excess may be reduced to 1% of the sum covered subject to a minimum of RM100.00.

Provided always that all the conditions of the Takaful Certificate (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or Damage as aforesaid shall be deemed to be loss or Damage by fire.

### **SPECIAL CONDITIONS**

1. The liability of the Company shall in no case under this Endorsement exceed the sum covered by each item of the Takaful Certificate.
2. This Takaful Certificate does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or Damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Takaful Certificate.

3. The Takaful Participant shall use all reasonable diligence and care to keep the Premise in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or Damage as the circumstances may require and the Company shall not be liable for any loss or Damage caused by a defect which the Takaful Participant has failed to remedy after having received notice of such defect either from the Company or any person or public body.

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

**Note :** It is not permissible to waive or reduce the excess.

### **3. EARTHQUAKE AND VOLCANIC ERUPTION**

In consideration of an additional Takaful Contribution, the Company agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Takaful Certificate extends to cover loss or Damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

Provided always that all the Conditions of this Takaful Certificate shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or Damage by fire shall be deemed to apply also to loss or Damage directly caused by any of the perils which this Takaful Certificate extends to include by virtue of this Endorsement.

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

## **SECTION B: BURGLARY TAKAFUL**

### **1. 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 of accessibility of data software or computer programs, and any business interruption losses resulting from such loss or Damage.

### **2. TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Takaful coverage or any endorsement thereto, it is agreed that this Takaful coverage 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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 or expense of whatsoever nature directly or indirectly caused by 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.

### **3. BURGLAR 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 Premise which would affect it without obtaining the Company's written consent first.

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

### **4. SECURITY GUARDS**

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

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

### **5. 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 the Company within six (6) calendar months after the events giving to a claim.

Subject otherwise to the terms and conditions of this Takaful Certificate

## **SECTION C: MONEY TAKAFUL**

### **1. CASH CARRYING WARRANTY/ SECURITY WARRANTY**

It is warranted that during the currency of this Takaful Certificate, all carrying of cash, bank notes, currency notes, current trading stamps and uncrossed cheques exceeding the amount specified in the Schedule must be accompanied by professional armed guard provided by the cash carrying company / Security Company or accompanied by police.

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

### **2. ARMED ROBBERY AND HOLD-UP CLAUSE**

It is hereby declared and agreed that this Takaful Certificate extends to cover the risk of armed robbery and hold-up inside the Premise described herein. It is further declared and agreed that the indemnity granted under this Endorsement shall apply to the taking away of the Takaful Participant's property:

- (a) by violence inflicted upon a custodian
- (b) by putting him in fear of violence; and
- (c) from the custodian who has been killed or rendered unconscious

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

### **3. DAMAGE TO SAFES/ CABINETS/ CASH BOXES/ STRONGROOM/ CASH REGISTER AND THE LIKE**

It is hereby declared and agreed that this Takaful Certificate shall extend to cover Damage to safe / drawers / cabinets by such robbery or theft or attempt thereat, provided that the Takaful Participant is the owner or liable for such Damage.

### **4. 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.

## **SECTION D: PUBLIC LIABILITY TAKAFUL**

### **1. 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 an 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.

### **2. TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Takaful Certificate or any Endorsement thereto, it is agreed that this Takaful cover excludes 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes 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 or expense of whatsoever nature directly or indirectly caused by, 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 allege 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.

### **3. STRIKE, RIOT AND CIVIL COMMOTION**

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

1. the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Condition hereof.



2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimizing the consequences of any such disturbances.
3. the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimizing the consequence of any such act.

Provided that it is hereby further expressly agreed and declared that

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

### **SPECIAL EXCLUSIONS**

1. This Takaful Certificate does not cover
  - (a) loss or Damage resulting from total or partial cessation of work or retarding or interruption or cessation of any process or operation.
  - (b) loss or Damage occasioned by permanent or temporarily dispossessing resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (c) Loss or Damage occasioned by permanent or temporarily dispossessing of any building resulting from the unlawful occupation by any person of such building.  
  
 Provided nevertheless that the Company is not relieved under (b) or (c) above of any liability to the Takaful Participant in respect of physical Damage to the property covered occurring before dispossessing or during temporary dispossessing.
2. This Takaful Certificate does not cover any loss or Damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely:
  - (a) War, invasion, act of foreign enemy hostilities or warlike operations (whether war be declared or not), civil war.
  - (b) Mutiny, civil commotion assuming to proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
  - (c) Any act of any person acting on behalf of or in connection with any organization with activities directed towards to 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 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 upon the Takaful Participant.

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

## **SECTION E: PLATE GLASS TAKAFUL**

### **1. AUTOMATIC REINSTATEMENT OF SUM COVERED**

It is hereby declared and agreed that in the event of any claim sustainable under the Takaful Certificate, the sum covered in respect of the item against which payment is made is reinstated upon payment of the appropriate additional Takaful Contribution to the Company until the expiry date of the Takaful Certificate.

### **2. FIRST LOSS BASIS**

This Takaful Certificate issued is a First Loss Coverage up to an amount (as shown in the Schedule) being part of the full value as described in the Schedule, it is understood and agreed that in the event of the total value at risk being at the time of any loss within the meaning of this Takaful Certificate is of greater than the full value as described in Schedule the Takaful Participant shall be considered as being their own Takaful operator for the difference and shall bear a ratable proportion of the loss accordingly.

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

## **SECTION F: EMPLOYERS LIABILITY TAKAFUL**

### **1. JURISDICTION**

The Company shall not be liable to pay for

- (a) Compensation or Damages in respect of judgement not delivered or obtained from a court of competent jurisdiction within Malaysia.
- (b) The costs and expenses of litigation recovered by any claimant from the Takaful Participant which are not incurred and recoverable in Malaysia.

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

### **2. EMPLOYEES TO EMPLOYEES ENDORSEMENT**

If any person under a contract of service or apprenticeship with the Takaful Participant shall sustain Bodily Injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Takaful Participant and the Business stated in the Schedule the Company will at the request of the Takaful Participant indemnify any other Employee of the Takaful Participant engaged in such Business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the Employee claiming to be indemnified shall as though he were the Takaful Participant observe, fulfill and be subject to the terms of the Takaful Certificate in so far as they can apply.

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

### **3. WARRANTY 60**

It is hereby understood and agreed that subject otherwise to the terms, exceptions and conditions of the Takaful Certificate the indemnity herein granted is extended to cover the legal liability of the Takaful Participant to workmen in the employment of sub-contractors performing work for the Takaful Participant while engaged in the Business and occupation in respect of which within Takaful Certificate is granted, but only so far as regards claims under The Workmen's Compensation Ordinance 1952 (Federation of Malaya) and Common Law Only including subsequent amendments to the said Ordinance and Enactment passed prior to the date of this Endorsement.

It is further declared and agreed that the Company shall not be liable for any claim arising in connection with any workmen employed by nominated sub-contractor(s) through an agreement entered into directly between the Principals and the nominated sub-contractor(s).

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

## **SECTION G: GROUP PERSONAL ACCIDENT TAKAFUL**

### **1. DISAPPEARANCE CLAUSE**

It is hereby declared and agreed that, if the Person Covered disappears during the currency of this Takaful Certificate and his body is not found within one year after his disappearance, and sufficient evidence is produced satisfactory to the Company that leads them inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the Company shall forthwith pay the death benefit under this Takaful Certificate provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Company if the Person Covered is subsequently found to be living.

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

### **2. EXPOSURE CLAUSE**

It is hereby declared and agreed that subject to all terms, limitations, conditions and exclusions of this Takaful Certificate except as specifically provided herein, this Takaful Certificate covers claims arising out of bodily injury caused by exposure to the elements as a result of an Accident the Takaful Participant hereunder provided that in the event of death of the Person Covered caused by exposure to the elements that this death is the subject of a properly constituted judicial body of enquiry by which it is found that the Person Covered died of exposure as a result of an Accident.

### **3. 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 of any circumstances or event giving rise or likely to give rise to a claim.

### **4. STRIKE, RIOT AND CIVIL COMMOTION**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional Takaful Contribution this Takaful Certificate extends to cover death or disablements as within defined directly or indirectly caused by strike, riot or civil commotion except in so far as the Takaful Participant himself is actively participating when this extension becomes null and void.

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

## **SECTION H: OTHERS**

### **1. 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.