



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

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

## **IKHLAS LIVESTOCK TAKAFUL CERTIFICATE**

**Whereas the Takaful Participant** by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Takaful Ikhlas General Berhad (hereinafter called "the Company") for the Takaful Participant hereinafter contained.

**Now this Takaful Certificate witnesseth** that in consideration of the Takaful Participant having paid or agreed to pay the Company the First Takaful Contribution the Company agrees subject to the terms, exclusion and conditions contained herein or endorsed hereon to indemnify against loss sustained as the result of death arising out of accident illness or disease and theft of any animal described in the schedule occurring during the period of Takaful or during any subsequent period for which the Takaful Participant shall pay and the Company shall agree to accept the Takaful Contribution for renewal of this Takaful Certificate.

### **GENERAL EXCLUSION**

The Company shall not be liable in respect of:

1. loss resulting from or arising out of
  - a) slaughter without the consent of the Company except in cases of fracture of a bone or bones necessitating immediate slaughter in the interest of humanity.
  - b) destruction in compliance with the requirement of any Statute or any Order Of the Privy Council of Government Department or Local Authority.
  - c) pregnancy or parturition.
  - d) castration or other surgical operation.
  - e) unfitness or incapacity or fulfills the fulfills or duties for which the animal is kept or employed.
  - f) racing or combined training three day events.
  - g) accident illness or disease sustained or contracted prior to the commencement of the First Period of Takaful.
2.
  - a) loss of destruction of or damage to may property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from :-
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for nuclear fuel and for the purposes of this Exception combustion shaft include any self sustaining process of nuclear fission. .
    - ii) any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
3. 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 or riot or civil commotion.
4. death or injury directly or indirectly occasioned by or liability arising out of pressure waves cause by aircraft and other aerial traveling at sonic or supersonic speed.

### **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.

## **CONDITIONS**

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. This Takaful Certificate and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to the Company shall be delivered in writing at the Head office or any Branch Office of the Company.
3. Every animal described in the Schedule must be sound and in perfect health and free from injury at the commencement of each Period of Takaful. No animal shall be removed for the purpose of being kept permanently on land farm or premises or be used for purposes other than those in the proposal form without the written consent of the Company.
4. The Takaful Participant shall give immediate notice to the Company of any accident to or illness or disease of any animal described in the Schedule and shall at his own expense immediately provide for adequate attendance and treatment by a qualified veterinary surgeon and when required shall furnish a report by the attending veterinary surgeon on the condition of the animal. The Takaful Participant shall at all times use and exercise every due and proper precaution and safeguard against loss or danger of loss and shall comply with all reasonable regulations and directions given by the Company or by a veterinary surgeon employed by the Company.
5. On the death of any animal described in the Schedule the Takaful Participant shall immediately give notice thereof to the Company by fax or telephone (if available) and shall give the Company an opportunity of inspecting the carcass by not cutting or disposing of it until the expiration of at least twenty four (24) hours after such notice shall have been received by the Company. The Takaful Participant at his own expense shall within fourteen (14) days after request to do so furnish to the Company such information accompanied by such veterinary Takaful Certificates and satisfactory proofs as to death identity and value of the animals as the Company may require. The Takaful Participant shall dispose of the carcass to the best advantage and the amount realized shall belong to the Company.
6. If at the time any claim arises under this Takaful Certificate there shall be any other Takaful Certificate cover the same risk or any part thereof whether effect by or on behalf of the Takaful Participant or any other person the Company shall not be liable to pay or contribute more than its rateable proportion of the claim.
7. The Company shall in respect of any covered animal described in the Schedule be entitled as its own expense to do and to use the name of the Takaful Participant or his representative in doing all such acts and things necessary or reasonably required for the purpose of enforcing all rights or remedies of the Takaful Participant against or obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon paying any loss under this Takaful Certificate whether such act and things shall become necessary or required before or after the payment and the Takaful Participant shall not do suffer or omit any act whereby the rights of the Company shall be prejudiced and the Takaful Participant shall give all necessary information and assistance required by the Company in dealing with any claim.
8. The Company shall not be bound to send any notice of the renewal Takaful Contribution becoming due nor to renew this Takaful Certificate. The Company may but without prejudice to the rights of the Takaful Participant in respect of any animal suffering from accident illness or disease of which notice shall have been given to the Company cancel this Takaful Certificate by sending seven (7) day's notice by registered letter to the Takaful Participant at his last known address and in such event the Takaful Participant shall become entitled to the return of a proportion part of the Takaful Contribution corresponding to the unexpired Period of Takaful.
9. If any difference shall arise as to the amount to be paid under this Takaful Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions in that behalf for time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be condition precedent to any right of action against the Company.
10. The due observance and fulfillment 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 the statements and answers in the said proposal or any or any other statements and answers which may be required by the Company at renewal of this Takaful Certificate shall be conditions precedent to any liability of the Company to make any payment under this Takaful Certificate.

11. This Takaful Certificate may be terminated at any time at the request of the Takaful Participant, in which case the Company will refund the balance of the General Risk Investment Account (GRIA) for the unexpired period of cover, plus surplus, if any, less related expenses. This Takaful Certificate may also be terminated 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.

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

12. Payment of the Takaful Contribution paid by the Takaful Participant as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with Shariah principles. The Company will charge up to 40% of the Takaful Contribution as an upfront Wakalah fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help other Takaful Participants in time of misfortune.
13. At each financial year-end, the Actuary will assess the surplus position of the Risk 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 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.

14. The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.
15. 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.

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

#### **1. TAKAFUL CONTRIBUTION WARRANTY (60 days)**

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

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

Where the Takaful Contribution payable pursuant to this warranty is received by an authorized agent of the Company the payment shall be deemed to be received by the Company for the purpose of this warranty and the onus of proving 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.

#### **IMPORTANT NOTICE**

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

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

Tel: +603-27239696  
Fax: +603-27239998

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

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

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

**Attention to: President and Chief Executive Officer**

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

<b>Ombudsman for Financial Services (664393P)</b> Level 14, Main Block Menara Takaful Malaysia No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : +603-2272 2811 Fax : +603-2272 1577 E-mail : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a> Website : <a href="http://www.ofs.org.my">www.ofs.org.my</a>	<b>Contact Centre (BNMTELELINK)</b> Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>
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## **CLAUSES, ENDORSEMENTS AND WARRANTIES (NOT APPLICABLE UNLESS SPECIFIED IN THE SCHEDULE)**

### **LS01 AUTOMATIC ADDITIONS AND DELETIONS CLAUSE**

It is hereby declared and agreed that new employees are automatically included in this Takaful Certificate with effect from the date on which the employee shall commence employment with the Takaful Participant. Deletion of Person Covered(s) shall be similarly effected from the date of termination of their employment.

Provided always that unless prior notification be given to and agreed to by the Company, the benefits and limits for each addition Person Covered shall not exceed the benefits and limits for an Person Covered in the same category of employment or any other limit (whichever is lower) as stated on the Schedule of the Takaful Certificate.

All additions and deletions must be advised in writing to the Company on a quarterly basis. Additional and Refund of Takaful Contribution shall be calculated on a pro-rata basis.

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

### **LS02 WAR AND CIVIL WAR EXCLUSION CLAUSE**

This Takaful Certificate does not cover any losses, damages, 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, act of foreign enemy, 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 r/sing, 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.

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 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.

### **XXX TAX**

Any contributions, fees and/or monies payable under this Takaful Certificate are subject to any taxes, levies, or charges imposed by the relevant authorities in Malaysia unless otherwise stated.