



IKHLAS MONEY TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your Money cover Takaful provider.

INTRODUCTION

The Takaful Participant and the Company hereby agree that:

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

DEFINITIONS

Under this Takaful Certificate:

1. **"The Company"** shall mean Takaful Ikhlas General Berhad, its successors or assigns.
2. **"Endorsement"** shall mean written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
3. **"General Risk Investment Account (GRIA)"** shall mean the account where initial remittance of the Takaful Participant's Contribution for a General Takaful product is made.
4. **"Person Covered"** means a person or persons who is covered under this Takaful Certificate as per listing lodged by the Takaful Participant.
5. **"Money"** shall mean
 - a) cash, bank notes, currency notes, uncrossed cheques other than pre-signed blank cheques, travelers 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.
6. **"Money in Transit"** shall mean Money in direct transit in the custody of the Takaful Participant of a director, partner or employee of the Takaful Participant.
7. **"Period of Takaful"** shall mean the period of Takaful shown in the Schedule.
8. **"Proposal"** shall mean the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
9. **"Qard"** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
10. **"Risk Fund"** means a pool of fund based on the concept of Tabarru' providing mutual protection and indemnity among the Takaful Participants.

11. **“Schedule”** shall mean the Takaful Certificate Schedule where both the covered items and sum covered are specified.
12. **“Tabarru”** shall mean donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of the Company, Tabarru’ will be allocated into the Risk Fund.
13. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.
14. **“Takaful Business”** means the business relating to the administration, management and operation of a Takaful Fund for its Takaful Participants which involve elements such as investments, savings and claims and Retakaful business and a reference to carrying on Takaful Business shall include all or any of the activities set out in paragraph 5(4)(a) of the Islamic Financial Services Act 2013.
15. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
16. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
17. **“the Takaful Participant”** shall mean the person named in the Schedule as “the Takaful Participant”.
18. **“Wakalah”** refers to a contract where a party, as principal (*muwakkil*) authorizes another party as his agent (*wakil*) to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, We are appointed as an agent (*wakil*) to carry out the Takaful Business and a Wakalah fee (*Ujrah*) to be paid to the Company.
19. **“Warranties”** shall mean either restriction or obligation that the Takaful Certificate imposes on the Takaful Participant. A breach of a warranty will entitle the Company to reject the claim for loss or damage or liability.
20. **“Working Hours”** shall mean the period during which the premises are actually occupied for the purposes of the business and during which the Takaful Participant or those of the Takaful Participant’s employee who are entrusted with Money are in the premises.

COVERAGE

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

- a) Money shown in the Schedule;
- or
- b) damage caused by thieves to any safe or strong room belonging to the Takaful Participant at the Premises up to a limit a not exceeding ten per cent of the Limit of Liability of Money in the Premises 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.

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

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

In carrying out the mandate conferred on it by the Takaful Participants, the Company, may find it necessary to avail itself the services of third parties, therefore the Takaful Participants hereby authorise the Company to engage with the third party for the purpose and benefit of participants and Takaful Business.

1. SECURITY MEASURES - TAKAFUL PARTICIPANT DUTIES.

- a) The Takaful Participant shall take all reasonable precautions to prevent loss and damage.
- b) All locks bolts intruder alarm systems and other protective devices shall be in full operation during any time the premises are left unattended or closed for business.
- c) All keys (Including those relating to any part of the intruder alarm system) shall be
 - i) removed from the premises
 - or
 - ii) placed within a locked safe or strong room in any building provided the keys to such safe or strong room are removed from the premises.
- d) during any time the Premises are left unattended or closed for business. All notes of combination lock letters and numbers for safe and strong rooms must be removed from the premises at all time the times that the premises are left unattended or closed for business.

- e) Every intruder alarm system installed at the Takaful Participant's premises as specified in the Schedule shall be properly inspected and maintained in efficient working order during the currency of the Takaful Certificate in accordance with the manufacturer's recommendations.
- f) The Takaful Participant shall immediately notify the Company if written notice is received from the relevant Takaful force that response to alarm signals from the premises may be withdrawn.

2. CHANGES IN RISKS - NOTIFICATION TO THE COMPANY

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

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. 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 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 by or allowed to the Takaful Participant.

5. FRAUD - FORFEITURE OF COVER

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

6. CLAIM NOTIFICATION AND PROCEDURE

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 time as the Company may agree, supply at the request of and free of expense to the company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
 - full information in writing about the claim
 - details of all other Takaful Certificates relating to the claim
 - business receipts and other documents in support of the claim

7. 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.

8. 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.

9. OTHER TAKAFUL/INSURANCE - CONTRIBUTION

If at the time of the happening of any loss destruction or damages covered by this Takaful Certificate there shall be any other Takaful/Insurance covering the same risk whether effected by the Takaful Participant or not then the Company shall not be liable to contribute more than their rateable proportion of any payment in respect of such loss destruction or damage.

10. DIFFERENCES

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

11. CANCELLATION

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

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

12. 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.

13. TAKAFUL CONTRIBUTION ALLOCATION

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

14. 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.

15. JURISDICTION

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

EXCEPTIONS

The Company shall not be liable in respect of 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 Interpretations 2a) from any room left unattended and unlocking during Working Hours unless contained in a locked safe cupboard or desk of which the key has been remove from such room.
8. destruction or damage directly or indirectly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9. destruction or damage directly or indirectly caused by or contributed to by or arising from confiscation detention nationalization requisition or willful 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 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission.
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 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.

WARRANTY/ CLAUSES

This Takaful Certificate is subject to the following warranty/clauses:

CS23 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 Takaful operator within sixty (60) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Certificate.

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

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

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

CS28 TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Takaful Certificate or any endorsement thereto, it is agreed that this Takaful Certificate excluded loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the treat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), which form its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposed or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear

This exclusion also excludes loss, damage, cost of expense of whatsoever nature directly or indirectly caused resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Takaful Certificate, the burden of proving the contrary shall be upon the Takaful Participant. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

CS24 PROPERTY DAMAGE CLARIFICATION CLAUSE

Property Damage covered under this Takaful Certificate shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Takaful Certificate:-

- a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of covered physical damage to the substance of property, shall be covered.
- b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data software or computer programs, and any business interruption losses resulting from such loss or damage.

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

CS32 INTERNET LIABILITY EXCLUSION CLAUSE

This Takaful Certificate agreement does not apply to any losses (bodily injury, property damage or any other loss covered under Takaful Certificates hereunder) arising, directly or indirectly, out of, or in any way involving an original Takaful Participant's "internet operation", including but not limited to business conducted and/or transacted via internet, intranet, extranet and/or via the "Takaful Participant's" own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

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

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

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

Attention to: President and Chief Executive Officer

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

<p>Ombudsman for Financial Services (664393P) Level 14, Main Block, Menara Takaful Malaysia No 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : +603-2272 2811 Fax : +603-2272 1577 E-mail : enquiry@ofs.org.my Website : www.ofs.org.my</p>	<p>Contact Centre (BNMTELELINK) Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: bnmtelelink@bnm.gov.my</p>
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THE FOLLOWING CLAUSES/ MEMORANDA/ WARRANTIES SHALL APPLY TO AND FORM PART OF THIS TAKAFUL CERTIFICATE WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO.

CS33 PERSONAL ACCIDENT (HOLD UP) EXTENSION CLAUSE

If during any Period of Takaful for any one event the Takaful Participant or any two (2) of directors partners of employees of the Takaful Participant (hereinafter called the Person Covered) for any event shall suffer accidental bodily injury shall independently of any other cause result within twelve (12) months in Death or Disablement and such accidental bodily injury shall have been sustained solely and directly form accidental external Violent and Visible means as a result of robbery or hold-up or any attempt thereat while such Person Covered is engaged is carrying of Money In Transit the Company will subject to the undermentioned Special Terms and otherwise to the terms of the Takaful Certificate pay the appropriate Benefit to the Takaful Participant.

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

Special Terms

Interpretation

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

Exceptions

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

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

Conditions

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

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

CS14 CASH CARRYING WARRANTY/SECURITY WARRANTY (B)

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.

CS34 PERSONAL EFFECTS CLAUSE

If during any Period of Takaful any director partner or employee of the Takaful Participant (hereinafter called the Person Covered) whilst accompanying Money in Transit shall as a result of robbery or hold-up or any attempt thereat sustain loss or damage to personal clothings / effects, the Company will indemnify such Person Covered.

Provided the liability of the Company to any such Person Covered shall not exceed RM500.00

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

CS35 PROFESIONAL CARRIERS CLAUSE

Notwithstanding anything contained herein to the contrary the Company shall be liable for any loss of money while in the custody of any professional carrier firm provided such loss is not recoverable under the agreement between the Takaful Participant and the professional carrier firm.

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

CS02 DAMAGE TO PREMISES CLAUSE (WITH SPECIFIED LIMIT)

This Takaful Certificate extend to include indemnity for damage to the premises and any safe, strongroom, drawer, cabinet, cash-register and like use for the safe-keeping of Money at the Premises resulting directly from theft or attempt thereat for an amount not exceeding the limits as specified in the Schedule any one loss.

Provided further that such damage is not covered under any Burglary Takaful Certificate or Insurance.

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

CS36 BANK HOLIDAY CLAUSE

The Limit of Liability for Money in the Premises and in Transit should take into consideration Money in the Premises over Saturday and Sunday when the Takaful Participant's banks are closed for business.

In the event of a Public Holiday on a weekday, the Limit of Liability for the Money in the premises and in Transit shall be increased 2 times subject to a maximum limit of RM200,000 whichever is lesser commencing on the 1st day of the holiday to the 1st working day immediately after the holiday (both days inclusive)

Provided That

Money must be kept in locked safe or strong room during such holiday period

1. The Takaful Participant must undertake to bank-in/deposit the money on the 1st working day of the bank or the 1st working day of the Takaful Participant whichever is convenient.
2. For the purpose of this clause, Saturday shall be treated as a "holiday" if the Takaful Participant so elects.

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

CS01 LOSS THROUGH USE OF KEY CLAUSE

It is hereby declared and agreed that

- a) The key(s) to the locked drawers/safe shall at all times be kept in the personal custody of a responsible official or authorized employee of the Takaful Participant and who on leaving the premises shall remove the key(s) therefrom
- b) A complete record of the amounts in the locked drawers/safe be kept in some other places than in the locked locked drawers/safe and that the Company's liability be limited to the amount shown by such record to have been in the locked drawers/safe at the time of any loss but in any event not exceeding the limits as mentioned in the Takaful Certificate.
- c) The key(s) to the locked drawers/safe shall not be left in the Takaful Participant's premises at night time or when the premises are not officially occupied for business purposes.
- d) The Company shall not liable for loss or damage of Money arising from the use of the key(s) to the locked drawers/safe unless such key(s) has/have been obtained by threat or violence or by hold-up.

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

CS25 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 Premises 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 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.

CS37 EMPLOYEE EFFECTS CLAUSE

Personal effects of employees carrying/accompanying money in transit lost or damaged and a result of robbery hold-up or attempt thereat are held covered for an amount not exceeding RM500.00 each employee.

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

CS38 EMPLOYEE MONEY CLAUSE

Personal money of employee carrying/accompanying money in transit lost or damaged as a result or robbery hold-up or thereat are held covered for an amount not exceeding RM300.00 each employee.

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

CS22 RIOT STRIKE AND CIVIL COMMOTION MEMORANDUM

This Takaful Certificate is extended to cover riot, strike and civil commotion damage which (subject to the Special Conditions below) for the purpose of this extension shall mean

Loss or damage to the 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 2 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 locked 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.

Special Conditions

This extension does not cover:-

1. 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 or 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.

- 2. This extension does not cover any losses, damages, cost or expenses of whatsoever nature directly 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:
 - a) 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 or martial law or state of siege.
 - b) Any act of terrorism. For the purpose of this exclusion an act of terrorism shall mean as defined in the Terrorism Exclusion Clause as attached.

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.

CS08 CO-INSURANCE / CO-TAKAFUL MEMORANDUM

It is hereby declared and agreed notwithstanding anything contained in the within Takaful Certificate, or on any endorsement hereon to the contrary that any reference to “the Company” shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the items, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the Period of Takaful stated in the Schedule the Takaful Participant shall sustain loss or damage in the circumstances provided for by this Takaful Certificate indemnify the Takaful Participant in the manner herein described:

Company

Proportion

..... As specified in the Schedule.....

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-insurer, is authorized to sign the Takaful Certificate/ Endorsement/ renewal receipt.

For all intents and purposes this Takaful Certificate shall have effect as though each of the above-mentioned Takaful companies had issued a separate Takaful Certificate for its individual proportion of the sum covered.

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

CS04 ABSCONDMENT OF MESSENGER

The Company shall not be liable for loss arising from fraud or dishonesty of the Takaful Participant's employees not discovered 18 (eighteen) months of occurrence.

CS29 APPRAISEMENT

If the aggregate claim for any one loss does not exceed RM5,000.00 or 5% (five percent) of the sum covered whichever is the lesser amount by the item or items affected, no special inventory or appraisalment of the undamaged property shall be required.

Of two or more items included in a single item, this provision shall apply to the range of building and/or contents by the item or items affected.

CS25 ARMED ROBBERY AND HOLD-UP

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the coverage under this Takaful Certificate extends to include the risks of Armed Robbery and Hold-Up.

CS20 REINSTATEMENT OF LOSS CLAUSE

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 items against which the payment is made in reinstated upon payment of the appropriate additional Takaful Contribution to the Company until expiry date of the Takaful Certificate.

CS13 DAMAGE TO CLOTHING & PERSONAL EFFECTS OF EMPLOYEES

It is hereby declared and agreed that this Takaful Certificate shall extend to indemnify the Takaful Participant against loss or damage to the clothing and effects of employees (carriers) in the Takaful Participant's employment cause by an assailant in an attempt to rob whilst the employees (carriers) is (are)

- a) carrying money on behalf of the Takaful Participant
- b) proceeding to or returning from carrying of such money.

The liability of the Company under this extension shall be limited RM_____ in respect of any one occurrence.

CS10 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.

CS30 EARTHQUAKE, VOLCANIC ERUPTION, HURRICANE, CYCLONE, TYPHOON, WINDSTORM AND FLOOD CAUSED THEREBY

In consideration of the payment by the Takaful Participant to the Company, the company agrees that notwithstanding anything stated to the contrary in the Takaful Certificate, this Takaful cover loss or damage directly caused by earthquake, hurricane, cyclone, typhoon, windstorm and flood (including overflow of the sea) caused by the aforementioned perils.

CS06 LOSS NOTIFICATION (30 days)

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.

CS31 MONEY WHILST IN PROFESSIONAL SECURITY GUARDS PREMISES

Notwithstanding anything contained herein to the contrary, it is understood and agreed that the coverage granted under this Takaful Certificate shall be extended to cover money whilst in the professional security guard's premises.

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.