

**CERTIFICATE FOR**  
Takaful *myHome* Solar

The **Participant** as named in the **Schedule** agrees to participate in Takaful myHome Solar and pay a portion of the **Contribution** into the **General Takaful Fund ("GTF")** based on **Tabarru'**. The **Participant** authorizes **The Company** based on **Wakalah** to manage the **GTF** and in return, **The Company** will receive the **Wakalah** fee.

The **Participant** also agrees that any distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participants based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**. If the **GTF** is in deficit, the **Participant** agrees to accept an interest-free loan which will be provided by the **Company** to the **GTF** based on **Qard**.

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System ([TIPS](#)) Brochure or contact Takaful Malaysia or PIDM (visit [www.pidm.gov.my/en](http://www.pidm.gov.my/en)).

#### **Applicable for Consumer Takaful Contracts**

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Certificate Schedule** and pursuant to the answers given in the Proposal Form (or when the **Participant** applied for this **Takaful**) and any other disclosures made by the **Participant** between the time of submission of the Proposal Form (or when the **Participant** applied for this **Takaful**) and the time this contract is entered into. The answers and any other disclosures given by the **Participant** shall form part of this contract of **Takaful** between the **Participant** and **The Company**. In the event of any pre-contractual misrepresentation made in relation to the answers or in any disclosures made by the **Participant**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 ("IFSA") will apply.

#### **Applicable for Non-Consumer Takaful Contracts**

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Certificate Schedule** and pursuant to the answers given in the Proposal Form (or when the **Participant** applied for this **Takaful**) and any other disclosures made by the **Participant** between the time of submission of the Proposal Form (or when the **Participant** applied for this **Takaful**) and the time this contract is entered into. The answers and any other disclosures given by the **Participant** shall form part of this contract of **Takaful** between the **Participant** and **The Company**. In the event of any pre-contractual misrepresentation made in relation to the answers or in any disclosures made by the **Participant**, it may result in avoidance of the **Participant's** contract of Takaful, refusal or reduction of the **Participant's** claim(s), change of terms or termination of the **Participant's** contract of Takaful.

This **Certificate** reflects the terms and conditions of the contract of **Takaful** as agreed between the **Participant** and **The Company**.

**THE COMPANY** AGREES subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that provide **Takaful** coverage in accordance with the various Sections incorporated in the **Schedule(s)** attached to this **Certificate**.

The Sections incorporated are: -

|                  |                                       |
|------------------|---------------------------------------|
| <b>Section 1</b> | <b>All Risks</b>                      |
| <b>Section 2</b> | <b>Loss of Savings in Electricity</b> |
| <b>Section 3</b> | <b>Public Liability</b>               |

**DEFINITION OF WORDS (APPLICABLE TO ALL SECTIONS)**

Some words and expressions in this **Certificate** have a specific meaning which is given below. Each word is printed in bold where it appears.

1. **"Certificate"** means the **Participant Takaful** contract which consists of this **Certificate** wording and **Schedule**.
2. **"Contribution"** means, the total amount required to be paid by the **Participant** to **The Company** excluding Government charges, as specified in the **Schedule**.
3. **"Damage"** means physical **Damage** or destruction to **Property**, resulting in impairment of usefulness or **Loss** of value (unless otherwise defined in any of the Section).
4. **"Endorsement"** means any amendment to **Certificate** wording or limits as specified in a document attached to the relevant Section of the **Certificate** or stated in the **Schedule** applicable to that Section.
5. **"Excess"** means, the amount required to be paid by the **Participant** before **The Company** becomes liable to pay, as specified in the **Schedule** (if any) applicable to that Section in respect of a claim.
6. **"General Takaful Fund"** or **"GTF"** refers to a fund established to pool portion of Contributions paid by **Participants**, on the basis of **Tabarru'** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of **Participants**.
7. **"Hibah"** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**.
8. **"Ju'alah"** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, the **Participant** allows **The Company** to receive a portion of the distributable surplus arising from the **GTF** as a performance incentive for **The Company's** achievement in managing the **GTF** which results in the surplus.
9. **"Loss"** means any unrecoverable, unanticipated and non-recurring removal of, or decrease in the **Participant's Property** or belonging sustained by the **Participant** which falls within the coverage procured by the **Participant** under this **Certificate**.
10. **"Participant"** means the individual to whom or the business entity/company to which the **Schedule** is issued to.
11. **"Period of Takaful"** means, the period of cover as specified in the **Schedule** of the **Certificate**.
12. **"Premises"** means the building referenced by the address of the **Participant** as stipulated in the **Schedule** to the relevant Section(s) as the **Participant's** private dwelling house and shall include external area/compound that forms part of the Premise (unless otherwise defined in any of the Sections).

13. **"Proposal"** means a **Proposal** and declaration of any information in connection with this **Certificate** supplied by or on behalf of the **Participant**.
14. **"Property"** means the **Participant's Property** under any of the Section to this **Certificate**, as specified in the **Schedule** applicable to that Section.
15. **"Qard"** refers to a contract of lending money by a lender to borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, **The Company** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
16. **"Schedule"** means the **Schedule** attaching to and forming an integral part of this **Certificate** including its renewal whether in whole or in part.
17. **"Sum Covered"** means, the amount covered specified in the **Schedule** applicable to that Section.
18. **"Tabarru"** refers to a donation for charitable purposes. Under this **Certificate**, the **Participant** donates a portion of the **Contribution** to the **GTF** based on **Tabarru'** to help other **Participants**. **Tabarru'** takes into effect when the **Participant** contributes to the **GTF**.
19. **"Takaful"** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each **Participant** agrees to contribute a sum(s) of money on the basis of **Tabarru'** into a common fund to provide financial assistance payable to the **Participant**, person covered or beneficiary on the occurrence of pre-defined events.
20. **"Total Sum Covered/Limit of Indemnity/Limit of Liability"** means, the maximum amount covered that **The Company** may become liable for the Section as specified in the **Schedule**.
21. **"Wakalah"** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, the **Participant** authorizes **The Company** to manage the **GTF** based on **Wakalah** and in return, **The Company** will receive a **Wakalah** fee.
22. **"We, Our, Us, The Company, Takaful Malaysia"** refers to Syarikat Takaful Malaysia Am Berhad.
23. **"You" and "Your"** means the person(s) named in the **Schedule** as "the **Participant**".

**GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)****1. INTERPRETATION**

This **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 **Certificate** or of the **Schedule**, shall bear such meaning wherever it may appear.

**2. OBSERVANCE**

The due observance and fulfilment of the terms and conditions of this **Certificate** in so far as they relate to anything to be done or not to be done by the **Participant**; and the truth of all statements and information supplied to **The Company** by the **Participant** will be conditions precedent to any liability of **The Company** to make any payment under this **Certificate**.

**3. REASONABLE CARE**

It is a condition precedent to liability that the **Participant** shall take at its own expenses all reasonable precautions and comply with all scheduling maintenance checks recommended and / or required by the original equipment manufacturers.

**4. NOTICE**

Every notice and other communication to **The Company** as required under this **Certificate** must be written or printed.

**5. OTHER TAKAFUL/INSURANCE**

The **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 **Certificate** by or on behalf of **The Company** before the occurrence of any **Loss** or **Damage**, all benefits under this **Certificate** shall be forfeited.

**6. CANCELLATION**

This **Certificate** or the coverage under any of the Sections herein:

- (a) may be terminated at any time at the request of the **Participant**, in which case **The Company** will refund on pro-rata basis.
- (b) may be terminated at the option of **The Company** by sending fourteen (14) days written notice to the **Participant** at his last known address: in which case **The Company** shall be liable to repay on demand a rateable proportion of the **Contribution** for the unexpired term from the date of cancellation.

**7. REINSTATEMENT OF SUM COVERED AND/OR TOTAL SUM COVERED AFTER LOSS**

In the event of a **Loss**, the **Takaful** hereunder shall be maintained in force for the full **Sum Covered** and/or **Total Sum Covered** and the **Participant** shall be liable to pay an additional **Contribution** at the rate stated on the **Schedule** calculated on the amount of **Loss** on a pro-rata basis from the date of such **Loss** to the expiry of the current **Period of Takaful**.

This clause is not applicable to Section 3 – Public Liability.

**8. 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 **Certificate** so far as it relates to **Property** affected by any such misdescription, misrepresentation or omission, as the case may be.

This clause is not applicable to Section 3 – Public Liability.

**9. FRAUD**

If a 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 **Participant** or anyone acting on his behalf to obtain any benefit under this **Certificate**; or, if the **Loss** or **Damage** be occasioned by the willful act, or with connivance of the **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 pursuant to Clause 14 within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award), all benefit under this **Certificate** shall be forfeited.

**10. TIME LIMIT**

In no case whatsoever shall **The Company** be liable in respect of any claim under any Section of this **Certificate** after the expiration of:

- (a) one year from the end of the **Period of Takaful** stipulated in the respective Section/**Schedule**; or
- (b) three months from the date on which payment shall have been made or liability admitted by **The Company** covering the **Damage** giving rise to the said claim; unless the claim is subject of pending action or arbitration.

This clause is applicable to Section 3 on occurrence basis.

**11. SUBROGATION**

The **Participant** shall, at the expense of **The Company**, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by **The Company** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **The Company** shall be or would become entitled or subrogated upon its paying for or making good any **Loss** or **Damage** under this **Certificate**, whether such acts and things shall be or become necessary or required before or after his indemnification by **The Company**.

**12. CONTRIBUTION**

If at the time of any **Loss** or **Damage** happening to any **Property** hereby covered, there be any other subsisting **Takaful** or Insurance, whether affected by the **Participant** or by any other person or persons, covering the same **Property**, **The Company** shall not be liable to pay or contribute more than its ratable proportion of such **Loss** or **Damage**.

**13. AVERAGE (Applicable to Section 1)**

If at the time of **Loss**, the **Property** hereby covered shall be collectively of greater value than the **Sum Covered** thereon, then the **Participant** shall be considered as covering his own for the difference and shall bear a ratable proportion of the **Loss** accordingly. Every item, if more than one, on this **Certificate** shall be separately subject to this condition.

**14. ARBITRATION AND DISPUTE RESOLUTION**

If any difference arises as to the amount of any Loss or Damage or liability under this Certificate such difference shall, independent of all other questions be referred to mediation before a mediator chosen by the parties or, where the parties cannot agree, by the Asian International Arbitration Centre ("AIAC").

The mediation will take place in Kuala Lumpur, Malaysia. If the controversy or claim is not resolved within ninety (90) days (or longer period, as agreed by the parties), the mediation shall terminate and the dispute shall be settled by arbitration in accordance with the rules of the AIAC to which each of party agrees to submit for these purposes.

The seat for arbitration shall be Kuala Lumpur, Malaysia. The result of the arbitration shall be binding on the parties, and judgment on any arbitration award may be entered in any court having jurisdiction.

**15. JURISDICTION**

The **Takaful** provided herein shall apply only to judgments that are delivered by or obtained from a court in MALAYSIA and shall not apply to any judgment or order obtained in MALAYSIA for the enforcement of a judgment obtained elsewhere.

**16. LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this **Takaful** shall not be prejudiced by any inadvertent delays, errors or omissions in notifying **The Company** of any circumstances, giving rise or likely to give rise to a claim under this **Certificate** provided always that: -

- (a) such delay in notification shall not exceed 30 days from the date of occurrence of the **Loss**;
- (b) **The Company's** right to recover (in the same of the **Participant** or otherwise) from any responsible party for the **Loss** shall not have been prejudiced;
- (c) the burden of proving that a **Loss** has occurred shall be upon the **Participant**.

**17. CLAIMS**

On the happening of any **Loss** or **Damage** the **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;
- (c) police report (where applicable);
- (d) proof of purchase for article(s) or item(s) claimed (where applicable);
- (e) no admission, offer, promise or payment shall be made by or on behalf of the **Participant** without the written consent of **The Company** which shall be entitled if it so desires to take over and conduct in the name of the **Participants** the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Participant** shall give all such information and assistance as **The Company** may require.

The **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 **Certificate** shall be payable unless the terms of this condition have been complied with.

**18. THE COMPANY'S RIGHTS AFTER A LOSS**

On the happening of any **Loss** or **Damage** to any of the **Property** covered by this **Certificate**, **The Company** may:

- (a) enter and take and keep possession of the building or **Premises** where the **Loss** or **Damage** has happened;
- (b) take possession of or require to be delivered to it any **Property** of the **Participant** in the building or on the **Premises** 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 **Participant** that he makes no claim under this **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 **Participant** or diminish its right to rely upon any of the conditions of this **Certificate** in answer to any claim.

If the **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 **Certificate** shall be forfeited.

The **Participant** shall not in any case be entitled to abandon any **Property** to **The Company** whether taken possession of by **The Company** or not.

This clause is not applicable to Section 3 – Public Liability.

**19. TERRITORIAL LIMIT**

All benefits provided in this **Certificate** are applicable within Malaysia, twenty-four (24) hours a day unless specifically stated otherwise.

**20. TERMINATION OF THIS CERTIFICATE**

The coverage of the relevant Sections under this **Certificate** will terminate automatically when one (1) of the following events occurs:

- a) upon cancellation of this **Certificate**;
- b) upon expiry of the **Period of Takaful**; or
- c) when the total amount payable by **The Company** reached the maximum annual limit or the **Sum Covered** as stated in the **Schedule**.

For events (a) above, the **Participant** are entitled for refund of **Contribution** on pro-rata basis without any minimum **Contribution**, provided that no claim is made under this **Certificate**. For events (b) and (c) above, the **Participant** are not entitled for any refund.

**21. PROOF OF CONTRIBUTION**

Payment in respect of the **Contribution** shall be deemed to be no payment to **The Company** unless a printed form of receipt for the same signed by an officer or duly appointed agent of **The Company** shall have been given to the **Participant**.

**22. TAKAFUL CONTRIBUTION WARRANTY**

It is fundamental and absolute special condition of this contract that the **Contribution** due must be paid and received by **The Company** within sixty (60) days from the inception date of this **Certificate/Endorsement/ Renewal Certificate**.

If this condition is not complied with then this **Certificate** is automatically cancelled, and **The Company** shall be entitled to the pro rata contribution on the period they have been on risk.

Where the **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 **Contribution** payable was received by a person, including a **Takaful** agent, who was not authorized to receive such **Contribution** shall lie on **The Company**.

**23. DATE RECOGNITION CLAUSE**

It is noted and agreed this **Certificate** is hereby amended as follows:

- (a) **The Company** will not pay for any **Loss** or **Damage** including **Loss** of use with or without physical **Damage**, injury (including bodily injury), expenses incurred or any consequential **Loss** directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the **Property** of the **Participant** or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/ or software as listed above to:
  - (i) correctly recognize any date as its true calendar date;
  - (ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/ or
  - (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the **Loss** of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that **The Company** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in (a).

- (c) It is further understood that **The Company** will not pay for any **Loss** or **Damage** including **Loss** of use with or without physical **Damage**, injury (including bodily injury), expenses incurred or any consequential **Loss** directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the **Participant** or for the **Participant** or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
- (d) It is further understood that **The Company** will not pay for any consequential **Loss** resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged **Property** has been replaced or repaired.

Such **Loss** or **Damage**, injury (including bodily injury), expenses incurred or any consequential **Loss** referred to in (a), (b), (c) or (d) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

#### 24. SANCTIONS EXCLUSION CLAUSE

**The Company** shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **The Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

**The Company** may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any **Business** with the **Participant** in connection with this **Certificate**, including but not limited to, making or receiving any payments under this **Certificate**.

#### 25. DUTY OF DISCLOSURE

##### For Non-Consumer Takaful Contracts

Where the **Participant** has applied for this **Takaful** wholly for purposes related to the **Participant's** trade, **Business** or profession, the **Participant** has a duty to disclose any matter that the **Participant** knows to be relevant to **The Company's** 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 the **Participant's** contract of **Takaful**, refusal or reduction of the **Participant's** claim(s), change of terms or termination of the **Participant's** contract of **Takaful**.

The **Participant** also has a duty to tell **The Company** immediately if at any time after the **Participant's** contract of **Takaful** has been entered into, varied or renewed with **The Company** any of the information given in the Proposal Form (or when the **Participant** applied for this **Takaful**) is inaccurate or has changed.

**26. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This **Certificate** does not cover **Loss, Damage**, cost or expense 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**:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**27. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM**

If **The Company** discovers, or has justified suspicion, that the **Certificate** is exploited for money laundering activities or to finance terrorism, **The Company** reserves the right to terminate the **Certificate** immediately. **The Company** shall deal with all contributions paid and all Benefits or sums payable in respect of the **Certificate** in any manner which **The Company** deems appropriate, including but not limited to handing it over to the relevant authorities.

**28. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE**

It is hereby agreed and declared that this **Certificate** will not cover and is not intended to cover **Business, Property**, materials, stock, cash or any other financial instrument (collectively "**Property**") and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such **Property** if at any time after the inception of the **Certificate**, **The Company** shall find such **Property** to be not Shariah-compliant. In any such case, **The Company** shall reserve the right to cancel this **Certificate** and refund any **Contribution** received in respect thereof.

This clause is not applicable to Section 3 – Public Liability.

**29. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)**

The **Participant** may make inquiries or request for access to or correction of their Personal Data or limit the processing of their Personal Data at any time hereafter by submitting such request to **The Company** via email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). **The Company** will retain the **Participant's** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

The **Participant** has expressly acknowledged and consent to the **Participant's** Personal Data to be stored, processed and disclosed by **The Company** for the purposes and in accordance with **The Company's** Privacy Notice as published on **The Company's** website.

**30. PROPERTY DAMAGE CLARIFICATION CLAUSE**

**Property Damage** covered under this **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 **Certificate**: -

- (a) **Loss** 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**.

### 31. **TERRORISM EXCLUSION CLAUSE**

It is agreed and understood that **The Company** shall not indemnify the **Participant** for **Loss**, **Damage** or liability, 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 clause 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 the organization(s) or government(s), committed for political religious, ideological or similar purposes including the intention to influence any government and/or to the public, or any section of the public in fear.

This clause also excludes **Loss**, **Damage** or liability, 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.

### 32. **COMMUNICABLE DISEASE EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this **Certificate**, this **Certificate** excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the Participant, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

32.1 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 32.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- 32.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- 32.1.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

## SECTION 1 – ALL RISKS

In consideration of the **Participant** named in the **Schedule** hereto paying to **The Company** the **Takaful Contribution** mentioned in the **Schedule**, **The Company** will by payment (or its option by repair, reinstatement or replacement) indemnify the **Participant** if during any **Period of Takaful** against any **Loss** or **Damage** to the **Property** described in the **Schedule** as a result of:

- i. Fire and/or Lightning;
- ii. Accidental Damage;
- iii. Theft accompanied by actual violent and forcible entry or exit;
- iv. Explosion;
- v. Riot, Strike & Malicious Damage;
- vi. Aircraft and Other Aerial Devices and/or Articles Dropped Therefrom;
- vii. Earthquake and Volcanic Eruption;
- viii. Storm & Tempest;
- ix. Flood;
- x. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes;
- xi. Impact Damage;
- xii. Damage by Falling Trees or Branches;
- xiii. Subsidence and Landslip;

while the said **Property** is within the location as stated in the **Schedule**.

**The Company** shall pay subject to the terms, exclusions and conditions contained herein or endorsed hereon or make good to the **Participant** the amount of such **Loss**, destruction or **Damage** but not exceeding in respect of any of the items specified in the **Schedule** the **Sum Covered** set opposite thereto respectively nor in the whole during any one **Period of Takaful** the **Total Sum Covered** hereby or such sum or sums as may be substituted by **Endorsement** hereon or attached hereto signed by or on behalf of **The Company**.

## SECTION 2 – LOSS OF SAVINGS IN ELECTRICITY

It is hereby declared and agreed that this **Certificate** extends to cover loss of savings in electricity arising out of the failure of the property covered to generate electricity caused by the covered events as stated above in Section 1 – All Risks.

Provided always that: -

- i) such savings shall be payable in connection with any loss of or damage to the property covered recoverable under Section 1 of the **Certificate** and after the actual loss of savings in electricity occurs subject to a maximum indemnity period of one hundred eighty (180) days.
- ii) the indemnity period shall not exceed the reasonable and necessary period required to repair, reinstate or replace the property covered.
- iii) **The Company** shall not be liable for any loss unless the interruption to generate electricity exceeds a period of twenty-four (24) hours and the liability of **The Company** under this Section 2 shall apply only to such period in excess of twenty-four (24) hours.

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

**EXCLUSIONS APPLICABLE FOR SECTIONS 1 AND 2**

**The Company** shall not be liable in respect of:

1. **Loss** or **Damage** for which the original equipment manufacturer, supplier, contractor or repairer is responsible either by law or under contract;
2. **Loss** or **Damage** to **Property** covered whilst in transit, including the process of loading and unloading;
3. **Loss** or **Damage** arising from wear and tear, depreciation, rust, oxidation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, resorting or renovating any of the **Property** hereby covered;
4. **Loss** or **Damage** arising out of or in any way traceable to mechanical defects, mechanical or electrical derangement or mechanical breakdown of any article or malfunction of electronic components of any part of the **Property** hereby covered;
5. **Loss** or **Damage** to computer data carrying or storage media and computer software;
6. **Loss** or **Damage** due to scratching or denting of any article or cracking and/or breakage of glass, lenses, chinaware, earthenware, marble, gramophone records, recording tapes, compact disc, laser disc and/or other articles of brittle nature, unless caused by burglary, theft and/or fire;
7. **Loss** or **Damage** to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value;
8. **Loss** or **Damage** due to imposition of abnormal conditions, directly or indirectly resulting from intentional overloading or strain, testing or experiments;
9. **Loss** due to delay or **Loss** of market or consequential **Loss** or **Damage** of any kind;
10. **Loss** or **Damage** to the **Property** covered sustained outside the Territorial Limits stated in the **Schedule**;
11. **Loss** or **Damage** to any mechanically propelled vehicles or water craft;
12. **Loss** or **Damage** to any parts of the **Property** by its own ignition, electrical breakdown or burn out;
13. **Loss** or **Damage** to records, films or tapes;
14. **Loss** or **Damage** directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any of the following occurrence, namely:
  - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (b) mutiny, strike, riot and civil commotion, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the event or causes which determine the proclamation or maintenance of martial law or state of siege;
  - (c) any act of any person acting on behalf of or in connection with any organisation with activities directed to wars the overthrow by force of the Government de jure or de facto or the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences;

- (d) delay, seizure, confiscation or detention by Government Authorities, or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the **Participant** shall prove that the **Loss** or **Damage** arose independently or and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof **The Company** shall not be liable to make any payment in respect of such a claim;
15. (a) **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 purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
- (b) **Loss** or **Damage** directly or indirectly caused by or contributed to or arising from nuclear weapons material.
16. Any **Loss** or **Damage** caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating is defined in the Penal Code as "Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any **Property** to any person or to consent that any person shall retain any **Property**, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause **Damage** or harm to that person in body, mind, reputation or **Property**, is said to 'Cheat'.
17. For any **Loss** or **Damage** caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust set out in the Penal Code. Criminal Breach of Trust as defined in the Penal Code is as follows:  
"Whoever, being in any manner entrusted with **Property** or with any dominion over **Property**, dishonestly misappropriates or converts to his own use that **Property**, or dishonestly uses or disposes of that **Property** in violation of any direction of law prescribing the mode in which such trust is to be discharged or of any legal contract, express or implied, which he has made touching discharge of such trust, or willfully suffers any other Person so to do commits Criminal Breach of Trust".
18. Any other events prohibited by Shariah principles.

## CLAUSES APPLICABLE FOR SECTIONS 1 AND 2

### 1. ALTERATIONS AND REPAIRS CLAUSE

**Property** in the charge or control of the **Participant** shall not be deemed to include **Premises** not owned or rented by the **Participant** but temporarily occupied by the **Participant** for the purposes of alterations or repair or decoration thereof or therein.

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

### 2. APPRAISEMENT CLAUSE

If the aggregate claim for any one **Loss** does not exceed Ringgit Malaysia Five Thousand (RM5,000) or five percent (5%) of the **Sum Covered** whichever is the lesser amount by the items or items affected no special inventory or appraisal of the undamaged **Property** shall be required.

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

### 3. ARMED ROBBERY AND/OR HOLD-UP CLAUSE

Notwithstanding anything herein contained to the contrary it is hereby declared and agreed that the **Takaful** provided by this **Certificate** is extended to include **Loss** by "Hold-up and Armed Robbery" (that is theft accompanied by violence or threat of violence by anyone other than the employees of the **Participant**) committed within the **Participant's** within **Premises**.

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

### 4. COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the **Certificate** or endorsed thereon, and subject to the **Participant** having paid the agreed extra **Contribution**, this **Certificate** shall be extended to cover **Loss** or **Damage** due to strike, riot 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:

- (a) 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;
- (b) 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;
- (c) the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out;
- (d) 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.

Provided that it is hereby further expressly agreed and declared that:

- i. all the terms, exclusions, provisions and conditions of the **Certificate** shall apply in all respects to the coverage 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 wording of the **Certificate** shall be deemed to include the perils hereby covered against,
- ii. the following Special Conditions shall apply only to the coverage granted by this extension, and the wording of the **Certificate** shall apply in all respects to the coverage granted by the **Certificate** as if this **Endorsement** had not been made thereon.

Special Conditions:

- (a) This **Takaful** shall not cover:
  - i. **Loss** or **Damage** resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation;
  - ii. **Loss** or **Damage** occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
  - iii. **Loss** or **Damage** occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building;
  - iv. consequential **Loss** or liability of any kind or description, any payments over and above the indemnity for the material **Damage** as provided herein.

Provided nevertheless, for (ii) or (iii) above, **The Company** are not relieved of any liability to the **Participant** in respect of physical **Damage** to the **Property** covered occurring before dispossession or during temporary dispossession.

- (b) This **Takaful** shall not cover any **Loss** or **Damage** occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
- i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
  - ii. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
  - iii. any act of any person acting on behalf of or in connection with any organization with activities directed toward 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 other proceeding, where **The Company** allege that by reason of the provisions of this condition any **Loss** or **Damage** is not covered by this **Endorsement**, the burden of proving that such **Loss** or **Damage** is covered shall be upon the **Participant**.

- (c) This **Takaful** may at any time be terminated by **The Company** on notice to that effect being given by registered post at the **Participant's** last known address, in which case **The Company** shall be liable to repay a rateable proportion of the **Contribution** for the unexpired term from the date of termination.

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

## 5. DESIGNATION CLAUSE

For the purpose of determining where necessary the item (column heading) under which any **Property** is covered **The Company** agrees to accept the designation under which such **Property** has been entered in the **Participant's** books.

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

## 6. INTERNAL REMOVAL CLAUSE

It is understood and agreed that in the event of removal of **Property** from one building to another at any of the aforesaid situations being inadvertently not advised to **The Company** the **Takaful** of such **Property** shall follow removal, the necessary adjustments in **Sum Covered** and **Takaful Contribution** being made as from the date of removal as soon as the oversight is discovered.

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

## 7. LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this **Certificate** extends to cover **Loss** of or **Damage** to the covered **Property** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading hereon or the taking away of the load from the vehicle after unloading therefrom.

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

**8. TEMPORARY REMOVAL CLAUSE**

The **Property** covered under this **Certificate** is covered (limited to ten percent (10%) of the **Sum Covered**) whilst temporarily removed for cleaning, renovations, modifications, repair or other similar purpose, elsewhere on the same or to any other **Premises** and in transit thereto and therefrom by road, rail or inland waterway, in the Republic of Singapore or Malaysia. The amount recoverable under this extension in respect of the **Property** so removed shall not exceed the amount which would have been recoverable had the **Loss** occurred in the part of the **Premises** from which the **Property** is temporarily removed.

This extension does not apply to **Property** if and so far as it is otherwise covered nor does it apply to items covering stock and merchandise of every description nor as regards losses occurring elsewhere than at the **Premises** from which the **Property** is temporarily removed, to:

- (a) Motor Vehicle and Motor Chassis;
- (b) **Property** (other than machinery and plant) held by the **Participant** in trust. Subject otherwise to the terms and conditions of the **Certificate**.

**9. PAYMENT ON ACCOUNT CLAUSE**

It is understood and agreed that in the event of the occurrence of a **Loss** under this **Takaful, The Company** will make payment on account in respect of such **Loss** to the **Participant** if desired.

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

**10. REINSTATEMENT VALUE CLAUSE (for machine and equipment up to 5 years old)**

In the event of the **Property** covered under the within **Certificate** being destroyed or damaged, the basis upon which the amount payable under the **Certificate** is to be calculated, shall be the cost of replacing or reinstating on the same site **Property** of the same kind or type but not superior to or more extensive than the covered **Property** when new, subject to the following Special Provisions and

subject also to the terms and conditions of the **Certificate** except insofar as the same may be varied hereby.

**SPECIAL PROVISIONS**

- (a) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Participant** subject to the liability of **The Company** not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or **Damage**, or within such further time as **The Company** may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein shall be made.
- (b) Until expenditure has been incurred by the **Participant** in replacing or reinstating the **Property** destroyed or damaged **The Company** shall not be liable for any payment in **Excess** of the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein.

- (c) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the **Property** covered had been destroyed exceeds the **Sum Covered** thereon at the commencement of any destruction of or **Damage** to such **Property** by any peril covered against by this **Certificate**, then the **Participant** shall be considered covering his own risk for the difference and shall bear a rateable proportion of the **Loss** accordingly. Each item of the **Certificate** (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- (d) This memorandum shall be without force or effect if:
- i. The **Participant** fails to intimate to **The Company** within six (6) months from the date of destruction or **Damage**, or such further time as **The Company** may in writing allow, his intention to replace or reinstate the **Property** destroyed or damaged.
  - ii. The **Participant** is unable or unwilling to replace or reinstate the **Property** destroyed or damaged on the same or another site.
- (e) No payment beyond the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or **Damage** to any **Property** covered hereunder such **Property** shall be covered by any other **Takaful**/insurance effected by or on behalf of the **Participant** which is not upon the identical basis of reinstatement set forth therein.
- (f) This memorandum applies to **Property** covered less than 5 years old only, Market Value will then apply to **Property** covered exceeding 5 years old unless it was otherwise stated in the **Schedule**.

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

#### 11. MORTGAGEE (CHARGE) CLAUSE

**Loss**, if any, payable to the firm specified in the **Schedule** as Mortgagee (Charge) as interest may appear in this **Certificate**, as to the interest of the Mortgagee (Charge) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described **Property** nor any foreclosure or other proceedings or notice of sale relating to the **Property** or by the occupation of the **Premises** for purposes more hazardous than are permitted by this **Certificate**,

or by the non-occupation thereof, or by any other increase of risk taking place in the **Property** covered hereunder. Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any **Contribution** due under this **Certificate** the Mortgagee (Charge) shall on demand pay the same.

Provided also that the Mortgagee (Chargee) shall notify **The Company** of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this **Certificate** it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the **Contribution** for such increased hazard for the term thereof otherwise this **Certificate** shall be null and void. And it is further agreed that whenever **The Company** shall pay the said Mortgagee (Chargee) any sum in respect of **Loss** or **Damage** under this **Certificate** and shall claim that as to the Mortgagor (Chargor) or Owner no liability there for existed, **The Company** shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties covered hereunder or from any securities or funds available.

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

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

### SECTION 3 – PUBLIC LIABILITY

**The Company** will indemnify the **Participant** against:

1. All sums which the **Participant** shall become legally liable to pay as damages or compensation in respect of:
  - a) Bodily Injury or illness to any third party person, and/or
  - b) **Loss** of or **Damage** to third party **Property**;

occurring within the Territorial Limits during the **Period of Takaful** in connection with the **Business** of the **Participant**.

2. All costs and expenses of litigation:
  - a) recovered by any claimant against the **Participant**; and/or
  - b) incurred with the written consent of **The Company**;

in respect of a claim against the **Participant** for damages or compensation occurring during the **Period of Takaful** in connection with the **Business** of the **Participant**.

Provided that the total amount payable by **The Company** under A and B shall not exceed the sum stated in the **Schedule** during the **Period of Takaful**.

For the purpose of this benefit;

"Bodily injury" shall mean injury, illness or disease including death resulting therefrom accidentally sustained by any person by reason of the **Participant's** operation.

"**Loss** of or **Damage** to **Property**" shall mean physical destruction of or **Loss** of tangible **Property** including all resulting **Loss** of use of that **Property**.

**SPECIAL EXCLUSIONS FOR SECTION 3**

**The Company** will not indemnify the **Participant** against:

1. Liability in respect of bodily injury or **Property Damage** arising out of deliberate, wilful or intentional non-compliance with any statutory provisions or disregard of the **Participant's** technical or administrative.
2. Management instructions relating to safety and prevention of accidents.
3. Liability directly or indirectly occasioned by or through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, acts of terrorism, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular rising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
4. Liability in respect of bodily injury or **Property Damage** arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbances.
5. Liability of any nature directly or indirectly caused by or contributed to or arising from:
  - (i) ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof;
  - (iii) any nuclear reactor, nuclear power station or plant, **Premises** or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling of nuclear fuel or nuclear waste; or
  - (iv) any other **Premises** or facilities eligible for **Takaful** by any local nuclear pool and/or association.
6. Bodily injury or **Property Damage** for which the **Participant** is obligated to pay compensation by reason of the assumption of liability in a contract or agreement which liability would not have attached in the absence of such contract or agreement.
7. Bodily injury to an employee of the **Participant** or other person under a contract of service or apprenticeship with the **Participant** arising out of and in the course of the relationship with the **Participant** or the **Participant's** own family. This exclusion applies whether the **Participant** may be liable as an employer or in any other capacity and to any obligation to share compensation arising from the injury.
8. Bodily injury or property damage caused by or in connection with or arising from the ownership, possession or use by or on behalf of the **Participant** of any trailer or motor vehicle for which compulsory motor liability **Takaful**/insurance is required to be taken. However, this exclusion does not apply to liability in respect of the loading, unloading or collection of goods on to or from such trailer or motor vehicle outside the limit of any carriageway or thoroughfare.
9. Injury to any Employee or any claim arising under any Workmen's Compensation Law.
10. Liability in respect of Bodily Injury or **Property Damage** arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to the **Participant**.

11. Liability in respect of bodily injury or **Property Damage** arising out of the transportation of materials and/or hazardous/dangerous/noxious substances outside the **Participant's Premises**.
12. Liability in respect of Bodily Injury or **Property Damage** arising out of the rendering of or failure to render any service of a professional nature, including but not limited to, the rendering of or failure to render:
  - (i) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith;
  - (ii) any service or treatment intended to be conducive to health;
  - (iii) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - (iv) professional services by architects, engineers, accountants, surveyors, lawyers, Takaful/insurance agents or brokers; or
  - (v) data processing service.
13. Liability in respect of Bodily Injury or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants, or any **Loss**, cost or expense arising out of any direction of request, whether governmental or otherwise, that the **Participant** evaluate, test, monitor, clean up, remove, control, contain, treat, detoxify or neutralize pollutants.
14. Liability in respect of bodily injury or **Property Damage** arising out of asbestos in whatever form or quantity, diethylstilbestrol, dioxin, intra-uterine device, oral contraceptive, swine-flu vaccine, tobacco or tobacco products, urea formaldehyde, or any liability due to the effects of acquired immune deficiency syndrome or Hepatitis B.
15. Any liability arising out of **Loss** of pure financial nature such as **Loss** of goodwill or **Loss** of market.
16. Any liability arising out of all personal injuries such as libel, slander, defamation, false arrest, wrongful eviction, wrongful detention, any mental injury, anguish or shock resulting therefrom.
17. Any liability arising out of infringement of plans, copyright, patent, trade name, trade mark, registered design.
18. Any liability in respect of fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.
19. Any liability arising out of Products sold or supplied except for food and drink supplied by the **Participant** in canteens and sports and social clubs provided by the **Participant** for use of Employees.
20. **Property Damage** to:
  - (i) any structure or land due or alleged to be caused by or due to vibration or to the withdrawal or weakening of support.
  - (ii) **Property** owned leased rented or occupied by the **Participant**.
  - (iii) **Property** held in trust by or in the custody or control of the **Participant** other than **Premises** at which the **Participant** is undertaking work in connection with the **Business**.
  - (iv) that part of any **Property** worked upon by the **Participant** or any person acting on behalf of the **Participant** which arises out of such work.

Any liability of contractors and/or sub-contractors and/or their employees, with or without the knowledge and/or consent of the **Participant**, unless in prior agreement between the **Participant** and **The Company** and specifically included or endorsed herein.

21. **Property Damage** to the **Participant's** work arising out of it or any part of it. **Participant's** work:
  - (i) means work or operations performed by or on behalf of the **Participant**,
  - (ii) means materials, parts or equipment furnished in connection with such work or operations, and
  - (iii) includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items include in (i) or (ii) above, and instructions or advice on the nature, use or storage of the **Participant's** work provided by or on behalf of the **Participant**.
22. Any liability of contractors and/or sub-contractors and/or their employees, with or without the knowledge and/or consent of the **Participant**, unless in prior agreement between the **Participant** and **The Company** and specifically included or endorsed herein.
23. Any liability whatsoever arising directly or indirectly as a consequence of professional negligence of the **Participant**.
24. Work which is being undertaken or has been undertaken by the **Participant** to any watercraft, aircraft or thing made or intended to float on or in travel through water or space.
25. Any other events prohibited by Shariah principles.

### SPECIAL CONDITIONS FOR SECTION 3

1. **The Company** may examine the **Participant's** books and records in so far as they relate to this benefit at any time until three (3) years after expiry of this **Certificate** or one (1) year after the final settlement of all claims arising under this **Certificate**, whichever is the later. **The Company** may also at any time make an inspection or survey of the **Business** without undertaking any responsibility to do so or as a consequence thereof.
2. The total amount payable by **The Company** for Damages or compensation and claimant's costs and expenses in respect of:
  - (i) one claim or all claims of a series (whether arising in one **Period of Takaful** or not) consequent upon or attributable to one source of original cause;
  - (ii) any one **Period of Takaful** for all claims shall not exceed the **Limit of Indemnity** irrespective of the number of the parties entitled to indemnity under this **Certificate**.
3. All statements made in the proposal for this **Certificate** and any material submitted therewith or required thereby are the basis of cover granted under this **Certificate**. The **Participant** shall give notice immediately of any fact, event of circumstance which materially changes the aforesaid information and **The Company** may amend the terms of this **Certificate** where it deems it appropriate.

4. This **Certificate** contains all the agreements between the **Participant** and **The Company** concerning the **Takaful** afforded. The **Participant** first named in the **Schedule** is authorized to make changes in the terms of this **Certificate** with **The Company's** consent. This **Certificate's** terms can be amended or waived only by **Endorsement** issued by **The Company** and made a part of this **Certificate**.
5.
  - (a) The **Participant** must notify by filling up the claim form provided by **The Company** and submit to **The Company** immediately of an occurrence which may result in a claim. Such notice should include:
    - (i) how, when and where the occurrence took place,
    - (ii) the names and addresses of any injured persons and witnesses, and
    - (iii) the nature and location of any injury or damage arising out of the occurrence.
  - (b) The **Participant** must:
    - (i) notify **The Company** of any impending prosecution, inquest or fatal accident inquiry,
    - (ii) give prompt notice to **The Company** of any claim or suit brought against the **Participant**,
    - (iii) immediately send to **The Company** copies of any demand letter, writ, claim, process, notice, summons or cause papers received in connection with the claim or suit,
    - (iv) retain unaltered and unrepaired any machinery, plant, appliances or things in any way causing or connected with any event which might give rise to a claim under this **Certificate** for such time as **The Company** may reasonably require.
6.
  - (a) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Participant** without the written consent of **The Company**. Upon **The Company's** request the **Participant** must:
    - (i) authorize **The Company** to obtain records and other information,
    - (ii) cooperate with **The Company** in the investigation, settlement or defense of the claim or suit, and
    - (iii) assist **The Company** in the enforcement of any right against any person or organization which may be liable to the **Participant** because of injury or damage to which this **Takaful** may also apply.
  - (b) **The Company** will have the right, but in no case the obligation, to take over and conduct in the name of the **Participant**, the defense of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense any claim, may relinquish the same. All amounts expended by **the Company** in the defense, settlement or payment of any claim will reduce the Limits of Indemnity in accordance with the aforementioned clause.

In the event that **The Company**, in its sole discretion, choose to exercise its right pursuant to this condition, no action taken by **The Company** in the exercise of such right, will serve to modify or expand in any manner **The Company's** liability or obligations under this **Certificate** beyond what **The Company's** liability or obligations would have been had it not exercised its rights under this condition.

7. **The Company** may in the case of any claim or number of claims in respect of or arising to of any occurrence pay to the **Participant** the amount of **The Company's** applicable limit of indemnity or any lesser amount for which the claim or claims can be settled and **The Company** will thereafter be under no further liability in respect thereof.
8. If **The Company** shall disclaim liability to the **Participant** for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. In the event of any payment made under this **Certificate**, if the **Participant** has rights to recover all or part of any payment **The Company** has made under this **Certificate**, those rights are transferred to **The Company** to the extent of its payment. The **Participant** must do nothing to impair such rights. At **The Company's** request the **Participant** will bring suit or transfer those rights to **The Company** and help **The Company** to enforce them.
10. The **Participant's** rights and duties under this **Certificate** may not be transferred without **The Company's** written consent except in the case of death of an individual named **Participant**.

## DEFINITION OF PARTICIPANT

The indemnity provided hereunder also extends to protect:

- (i) where the **Participant** is an individual, the **Participant** and the **Participant's** spouse, but only with respect to the conduct of the **Participant's Business**;
- (ii) where the **Participant** is a partnership or joint venture, the **Participant's** member, partners in the **Participant**, partnership or joint venture, and their spouses but only with respect to the conduct of the **Participant's Business**; or
- (iii) where the **Participant** is an organisation other than a partnership or joint venture, the **Participant's** executive officers and directors but only with respect to their duties as the **Participant's** officers or directors. The **Participant's** stockholders are also protected but only with respect to their liability as stockholders.

Provided however that such persons or parties shall observe, fulfil and be subject to the terms conditions and exclusions of this **Certificate** as though they were the **Participant**.

**CLAUSES APPLICABLE FOR SECTION 3****1. ALTERATIONS AND REPAIRS CLAUSE**

It is hereby declared and agreed that renovation, alteration and repair works are allowed to be carried out in the **Premises** without prejudice to this **Certificate** terms and conditions.

**2. CONTRACTORS AND SUB-CONTRACTORS CLAUSE**

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the Indemnity provided in this **Certificate** is extended to cover the legal Liability of contractors and sub-contractors performing work for the **Participant** whilst engage in his **Business** and occupation in respect of which this **Certificate** grants the cover.

Provided always that:

- (a) the Sub-Contractors shall as though the **Participant** observe fulfil and be subject to terms of this **Certificate** so far as apply.
- (b) the Sub-Contractors are not entitled to indemnity under any other **Certificate** of **Takaful** or Insurance Policy.

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

**3. FIRE AND EXPLOSION**

It is hereby declared and agreed that this **Certificate** extends to cover legal liability of the **Participant** in respect of bodily injury illness or **Property Damage** as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel apparatus designed to operate under steam pressure) provided that the **Participant** shall have taken reasonable precautions to comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.

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

**4. PLANT AND MACHINERY CLAUSE**

It is hereby declared that this **Certificate** shall extend to include liability for accidental death or accidental bodily injury or accidental **Damage to Property** as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the **Participant** of any plant and machinery excluding liability under any legislation governing the use of motor vehicles.

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

**5. SIGNBOARDS/NEON CLAUSE**

It is hereby declared and agreed that this **Certificate** is extended to cover all sums which the **Participant** shall become legally liable to pay as compensation to Third Parties as a result of accidental death or accidental bodily injury or accidental **Damage to Property** caused on or in or about the **Premises** specified in the **Schedule** by or through the **Participant's** Sign Board/Neon signs fixed at the **Participant's Premises**.

Provided that this extension does not cover any claims arising as a direct result of erection, alteration, dismantling or similar work being carried out on the Sign Board/Neon Board.

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

## 6. CYBER LOSS LIMITED EXCLUSION CLAUSE

- (a) Notwithstanding any provision to the contrary within this **Certificate** or any endorsement thereto, this **Certificate** excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
- i) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph (b);
  - ii) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- (b) Subject to the other terms, conditions and exclusions contained in this **Certificate**, this **Certificate** will cover physical damage to property covered under the original certificates and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

Notwithstanding any definition of words highlighted in the **Certificate**, the following definitions shall apply within this clause:

- i. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- ii. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- iii. Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

**ADDITIONAL CONDITIONS****1. DISTRIBUTION OF SURPLUS**

- a) Any distributable surplus arising from the **GTF**, as determined by **Us**, will be allocated as follows:
  - (i) at least fifty percent (50%) of the distributable surplus will be distributed to eligible participants based on **Hibah**; and
  - (ii) the remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**.
- b) **Your** entitlement to the distributable surplus is subject to the following terms and conditions:
  - (i) no claim has been made during the current Period of **Takaful**; and
  - (ii) no benefit has been received during the current Period of **Takaful**.
- c) The distributable surplus amount will be paid directly to **Your** bank account and only payable/claimable up to six (6) months from the declaration date. Thereafter, **You** are agreeable to waive **Your** entitlement and such amount will be credited to the **GTF** by **Us**. The distributable surplus is not guaranteed and will be based on the actual claims experience and fund performance.

**2. WAKALAH FEE**

The **Wakalah** fee chargeable under this **Certificate** is sixty percent (60%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

**3. TREATMENT OF SMALL PAYMENT AMOUNTS**

For any amount due and payable to **Participant** resulting from refund/surrender/maturity/termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), **The Company** will donate to charity.

**ENQUIRIES / COMPLAINTS AND CLAIM****1. ENQUIRIES / COMPLAINTS HANDLING**

If **You** have any enquiry or complaint pertaining to any matter related to **Your Certificate**, **You** may refer to **Our** Customer Service Unit (CSU) at:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)],  
27<sup>th</sup> Floor, Annexe Block,  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
P.O. Box 11483,  
50746 Kuala Lumpur  
Tel: 1-300 88 252 385  
Fax: 603 - 2274 0237  
Email: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)  
Website: [www.takaful-malaysia.com.my/en/](http://www.takaful-malaysia.com.my/en/)

**2. AVENUE OF CLAIM APPEAL**

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300-88-252-385 or email to **Us** at [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my) and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** may refer the case either to the Financial Markets Ombudsman Service (FMOS) or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**Financial Markets Ombudsman Service (FMOS) [200401025885 (664393-P)]**

Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: +603-2272 2811  
Web Form: [Complaint Handling Portal](#)  
Website: [www.fmos.org.my](http://www.fmos.org.my)

**BNMLINK**

4th Floor, Podium Bangunan AICB,  
No. 10, Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel: 1-300-88-5465 (LINK)  
Fax: +603 2174 1515  
BNMLINK Portal: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)