

## WHAT MAKES UP THIS CERTIFICATE

*Takaful does not cover **You** against everything that can happen.*

*Please **read Your Certificate** carefully to make sure **You** understand what it covers, the terms and conditions applicable and make sure **You** are satisfied with this Takaful.*

**The heading does not form part of the Certificate wording.**

**You** as named in the Schedule agree to participate in Takaful myHome Content and pay the Contribution into the **General Takaful Fund (GTF)** based on **Tabarru'**. **You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah Fee**.

**You** also agree that a portion of distributable surplus arising from the **GTF** will be distributed to eligible participants and a portion of the distributable surplus will be received by **Us** as a performance incentive based on **Ju'alah**. If the **GTF** is in deficit, **You** agree to accept an interest-free loan which will be provided by **Us** to the **GTF** based on **Qard**.

### **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 **Your** Proposal and Declaration Form (or when **You** applied for the takaful) and any other disclosures made by **You** between the time of submission of **Your** Proposal and Declaration (or when **You** applied for the takaful) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of Takaful between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 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 **Your** Proposal Form (or when **You** applied for this takaful) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of takaful between **You** and **Us**. In the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, 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.

This Certificate reflects the terms and conditions of the contract of Takaful as agreed between **You** and **Us**.

This **Certificate** sets out what **You** are covered for as shown in the **Schedule** and the circumstances where **You** are not protected or covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Certificate**. **You** will find their meaning in the Glossary.

The coverage provided under this **Certificate** is subject to **You** fully observing and fulfilling the terms, provisions, **Endorsements** and clauses of the **Certificate**.

## YOUR DUTY TO INFORM US

### Duty of Disclosure

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

Where **You** have applied for this Takaful wholly for purposes unrelated to **Your** trade, business or profession, **You** have 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** are 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.

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

Where **You** have applied for this Takaful wholly for purposes related to **Your** trade, business or profession, **You** have 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.

### Notice of Other Takaful/Insurances

**You** must inform **Us** of any other takaful/insurance that **You** have participated/bought at the time of participating in this takaful, and also during the **Period** of this **takaful**, covering any of the same property covered under this **Certificate**. Such notice should be given and endorsed by **Us** in this **Certificate** before the occurrence of any loss or damage.

## COVERING CLAUSE

**We** will cover the Contents as shown on **Your Schedule** during the **Period of takaful**.

This cover will be given on the basis that **You** agree to pay **Us** the **Contribution** for the cover.

In respect of **Covered events** occurring during the **Period of takaful** and subject to the limitations, exceptions and conditions contained or endorsed in the **Certificate**, **We** will, by payment or by reinstatement or repair, indemnify **You** against loss or damage to the property covered as per **Schedule**.

This **Certificate** covers **You** up to the amount of the **Sum Covered** as stated in the **Schedule** for loss or damage to **Your** building and/or **Your** contents caused by a **Covered event**.

### Your Contents

“**Contents**” means Household goods and **Personal Effects** of every description, belonging to **You** or any member of **Your family** normally residing with **You** contained in the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same **Premises** specified in the **Schedule**.

## COVERAGE

### ITEM A - CONTENTS

#### What is Covered

The cover for the contents is **limited** to:

- (a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five percent (5%) of the Total **Sum Covered** on Contents, unless such article is specially declared as a separate item,
- (b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third (1/3) of the Total **Sum Covered** on Contents.
- (c) **You** are covered for breakage of mirrors whilst in the Private Dwelling. The limit of liability is **RM500** per piece any one accident.
- (d) **You** are covered for loss or damage caused by a **Covered event** to clothing and **personal effects** of **Your** domestic servant(s), who stay with **You** or **Your** family within the Geographical Area as stated in the **Schedule**, provided such contents are not covered under another takaful certificate/insurance policy.

#### What is Not Covered

The cover for the Contents **will not include**:

- (a) Part of the structure or ceiling, wallpapers or anything similar,
- (b) Property covered under more specific certificates/policies,
- (c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the **Schedule**.
- (d) Hand Mirrors

### ITEM B – PUBLIC LIABILITY

#### What is Covered

We will indemnify You or Spouse Your legal liability in respect of accidents or series of accidents arising out of one Occurrence, during the **Period of takaful** to property or bodily injury to another person, who is not a member of Your family, Household or in Your service:

- (a) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.  
Our limit of liability shall not exceed the sum specified in the Schedule.

We will also indemnify You or Spouse:

- (i) Legal costs and expenses recoverable from You or Spouse by any claimant, provided such legal cost and expenses were incurred before the date We shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one Occurrence.
- (ii) Legal costs and expenses incurred by You or Spouse with Our consent.

We will indemnify Your personal representative in the event of Your death, in respect of the liability incurred by You or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Certificate.

#### What is Not Covered

- (a) Any claims brought against You or Spouse, in any country in courts outside Malaysia.
- (b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- (c) We shall not be liable for injury or damage arising out of or incidental to:
  - Ownership, possession or use by or on behalf of You or Spouse of any lift, vehicle, vessel or craft of any kind;
  - Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the covered Buildings), for coverage for Private Flats or Apartments;
  - Any contractual agreement;
  - Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;

### ITEM C - ACCIDENTAL DEATH

#### What is Covered

**You** are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occurs within three (3) calendar months of such injury.

If there is more than one (1) named Participant, **We** will be liable for a pro-rate proportion of the compensation. For a Corporation, **You** must nominate a person or persons and lodge their name(s) with **Us**.

The limit of liability of this benefit is the sum specified in the **Schedule** or one-half of the Total **Sum Covered** on Contents, whichever is lesser.

#### What is Not Covered

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### ITEM D – RENT COVERAGE

#### What is Covered

As an Owner, **You** are covered for loss of rent in the event Your Private Dwelling house as stated in the Schedule is no longer habitable, as a result of a **Covered event** for the period necessary for reinstatement.

As an Occupier, **We** will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of a **Covered event**, for the period necessary for reinstatement.

The total limit of liability shall not exceed ten percent (10%) of the **Total Sum Covered** on Buildings and/or Contents.

This benefit is additional to the **Total Sum Covered** as stated in the Schedule.

#### What is Not Covered

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### ITEM E – ADDITIONAL COVERAGE

#### (a) Deterioration of food in the freezer

**We** will provide cover for loss of or damage to food stored in a domestic deep freezer cabinet in your home up to the limit shown up on your schedule, provided that the freezer cabinet is not more than ten (10) years old, caused by:

- (i) A rise or fall in temperature, or
- (ii) Contamination by freezing agents

#### Exclusions

- (i) **We** will not cover loss or damage caused by strikes, industrial actions; a deliberate act of a power supply authority, planned/scheduled disconnection of power supply due to maintenance requirement, accidental disconnection or switching off of the electricity supply; the breakdown or failure of any motor more than 10 years old.
- (ii) Loss or damage resulting from the deliberate act withholding or restricting of any power supply by authority.

Claims settlement

**We** will pay **You** the reasonable cost of replacement of Freezer Food not against Shariah non-compliant causes and of hiring of temporary alternative freezer space. The maximum amount payable under this Section shall not exceed the **Sum Covered** as shown on the Schedule.

(b) **Cost of replacing locks/keys**

**We** will provide cover for the reasonable cost to replace of the locks if the key for the lock of any external door or window at your risk address is stolen during the **Period of takaful**, or there are reasonable grounds to believe that the key(s) have been duplicated, **We** will pay for the replacement of the lock(s) or cylinder(s) operated by the key(s) up to the limit shown up on your **Schedule**.

Exclusions

**We** will not pay for the replacement of locks which can be covered by the body corporate when the property is part of a strata title development.

Claims settlement

**We** will pay the cost for replacement of the lock mechanism or at our option change the locks in respect of any one claim under this Section not exceeding the **Sum Covered** as shown on the **Schedule**.

(c) **Cost of replacing lost legal documents**

**We** will provide cover for the cost to replace lost legal documents, such as Credit Card, Passport and Identity Card up to the limits shown up on your schedule due to fire, explosion, accidental and theft.

Claims settlement

**We** will pay the cost of expenses for the replacement of Your lost legal documents i.e. Credit Card, Passport and Identity Card. The maximum amount payable under this Section shall not exceed the **Sum Covered** as shown on the **Schedule**.

(d) **Cleaning services/laundry cost**

**We** will provide cover for the cost of reimburse the cleaning services/laundry due to Fire smoke or Flood or other perils as covered limit shown up on **Your schedule**.

Claims settlement

**We** will reimburse the cost of cleaning services/laundry cost due to Fire smoke or **Flood** or other perils as covered in the Schedule subject to receipt by **Us**. The maximum amount payable under this Section shall not exceed the **Sum Covered** as shown on the **Schedule**.

(e) **Loss or damage to water filter outside building within the compound of the Premises other than by fire or lightning**

**We** will provide cover, up to the limits shown up on your schedule, for accidental loss or damage to water filter outside the building within the compound of the **Premises** other than by fire or lightning.

Claims settlement

**We** will pay the cost of replacement of any loss or damage to water filter outside building within the compound of the **Premises** under this Section shall not exceed the **Sum Covered** (less the **Excess**) as shown on the **Schedule**.

## COVERED EVENTS

<u>What is Covered</u>	<u>What is Not Covered</u>
<p><b>We</b> will provide cover for loss or damage to Your Contents caused by any of the following:</p> <ol style="list-style-type: none"> <li>1. Fire, Lightning, Thunderbolt, Subterranean Fire.</li> <li>2. Explosion.</li> <li>3. Aircraft and Other Aerial Devices and/or articles dropped therefrom.</li> <li>4. Impact with any of the buildings:               <ol style="list-style-type: none"> <li>(i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:                   <ul style="list-style-type: none"> <li>▪ <b>You</b>, or</li> <li>▪ <b>Your family</b> member.</li> </ul> </li> <li>(ii) For Block of flats or Apartments, by any road vehicles or animals not belonging to or under the control of:                   <ul style="list-style-type: none"> <li>▪ <b>You</b>, or</li> <li>▪ <b>Your</b> agent or servant or</li> <li>▪ Any person resident in the Private Flats or Apartments.</li> </ul> </li> </ol> </li> <li>5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes</li> <li>6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt</li> <li>7. Hurricane, Cyclone, Typhoon, Windstorm</li> <li>8. Earthquake, Volcanic Eruption</li> <li>9. Flood</li> <li>10. <b>Robbery and hold up</b> in the premises of <b>Your</b> property.</li> </ol>	<p><b>We</b> will not provide cover for loss or damage to Your Contents as follows:</p> <p style="text-align: right;">-</p> <p style="text-align: right;">-</p> <p style="text-align: right;">-</p> <p style="text-align: right;">-</p> <p>(a) The <b>Excess</b> amount stated in the <b>Schedule</b>.            (b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.</p> <p>(a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one <b>Period of takaful</b>, the cover will be suspended unless agreed by Us by way of an <b>endorsement</b>.            (b) Loss or damage due to theft by <b>Your</b> domestic servants or any member of <b>Your family</b>.</p> <p>The <b>Excess</b> amount stated in the <b>Schedule</b>.            (a) Loss or damage to:                (i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected,                (ii) metal smoke stacks, awnings, blinds, signs and other outdoor fixtures or fittings including gates and fences.</p> <p>The <b>Excess</b> amount stated in the <b>Schedule</b>.            (a) The <b>Excess</b> amount stated in the <b>Schedule</b>.            (b) Loss or damage to <b>buildings</b> caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.</p>



## GENERAL EXCEPTIONS

**You** will not be covered under the following circumstances:

### General Exception 1

**We** will not cover loss or damage or other contingency caused directly or indirectly by:

- (a) War, invasion, act of foreign enemy, hostilities, or war like operations (whether war be declared or not), civil war.
- (b) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Any act of terrorism.

For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organizations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Any loss or damage or other contingency happening during the existence of abnormal conditions (whether physical or otherwise) which are caused directly or indirectly, of any of the said **occurrences** shall be deemed to be loss, damage or a contingency which is not covered by this takaful. **You** have to prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this takaful, the burden of proving that such loss or damage is covered shall be upon **You**.

### General Exception 2

**We** will not cover loss or damage:

- (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated.
- (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- (c) arising from or in consequence of or contributed to by nuclear weapons material.
- (d) arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self-sustaining process of nuclear fission.

### General Exception 3

**We** will not cover **Consequential loss** or damage of any kind except Rent coverage.

### General Exception 4

Any loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Shariah non-compliant causes.

## HOW WE WILL SETTLE YOUR CLAIM

### 1. **Permissible Takaful Interest**

Only **You** have rights to claim from **Us**, except upon **Your** death, or by operation of law, the passing of interest of this takaful to another person shall only take effect after **We** have endorsed the **Certificate**.

### 2. **No Right of Claim from Any Other Person**

Whilst the **Certificate** covers property of **Your family** or domestic servant, only **You** can make a claim on their behalf.

### 3. **Limit to Three (3) Paying Guests only**

This **Certificate** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – (F) Liability to the Public, these persons are deemed to be members of **Your Household**.

### 4. **Our Maximum Liability**

**Our** total liability to **You** in respect of loss or damage during any one **Period of takaful** will not exceed the amount stated against each item or in the aggregate, the Total **Sum Covered** specified in the **Schedule** or such other sum or sums endorsed in this **certificate**.

#### Average

If the market value of the property covered at the time of any loss is collectively of higher value than the **Sum Covered** stated in the **Schedule**, then **You** will be responsible for the difference and bear a proportional share of the loss. The sharing of proportional loss will apply separately to each item covered.

### 5. **Other Takaful/Insurance**

If there are any other **Certificates**/insurance policies covering the same or part of the same loss, damage or liability, **We** will only pay a share of the total loss, damage or liability proportionally.

### 6. **Subrogation**

**We** reserve the right to undertake in **Your** name and on **Your** behalf:

- (a) the full conduct, control and settlement of any proceedings,
- (b) recover compensation or secure **indemnity** from any third party in respect of anything covered by this **Certificate**.

at **Our** own expense and benefit.

### 7. **Fraud**

**We** will not pay if **Your** claim is in any way fraudulent by **You** or persons acting on **Your** behalf.

### 8. **Right of Access and Control**

On the happening of any loss or damage **We** are entitled to:

- enter any building where the loss or damage has happened,
- take and keep possession of the covered property,
- deal with the salvage of the damaged covered property.

However, **You** shall not abandon the damaged covered property to **Us**.

### 9. **Arbitration**

Any differences on the amount of any loss or damage between **You** and **Us** shall be referred to an arbitrator who shall be appointed in writing by **You** and **Us**. In case **You** and **Us** are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then **You** and **We** shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two (2) months of the written notice fail to appoint the other Arbitrator. The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire. **You** and **Us** clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.



## HOW TO MAKE A CLAIM

### 1. Notice and Proof of Claim

**You** must immediately notify in writing to **Us** of any loss or damage and:

- at **Your** own expense and within thirty (30) days after the incident, deliver to **Us** a claim in writing with detailed particulars and proofs as **We** may reasonably require,
- for loss or damage by theft or attempted theft, **You** must immediately make a Police report.

### 2. Liability Claims

**You** shall upon receiving any notice of any accident or claim from other parties, give **Us** immediate notice in writing and as soon as possible supply **Us** full particulars in writing.

**You** shall send to **Us** immediately any writ, summons or other legal process issued or commenced against **You** and provide all necessary information and assistance to enable **Us** to settle or resist any claim or institute proceedings.

**You** shall not without **Our** written consent:

- admit or repudiate any claim or liability,
- offer or negotiate to pay a claim.

## YOUR RESPONSIBILITY

### 1. Duty of care

**You** shall use all reasonable diligence and care to keep the **premises** in proper state of repair. As owner of the Private Dwelling, **You** shall make good as soon as possible any defect discovered and shall, in the meantime, take additional precautions to prevent injury, loss or damage.

**We** will not be liable for any injury, loss or damage caused by **You** failing to remedy such defect after receiving notice from **Us** or from any person or public body.

### 2. Reinstatement of Sum Covered

After a loss, the full **Sum Covered** of this takaful shall be maintained.

**You** are required to pay an additional pro rata **contribution** based on the amount of loss calculated from the date of loss to the expiry date of takaful.

### 3. Unvalued Certificate Clause

This is an unvalued **Certificate**. **You** must prove to **Our** satisfaction the value of the property at the time of the happening of its destruction or the amount of such damage.

## HOW YOUR CERTIFICATE MAY BE CANCELLED

**You** may cancel this **Certificate** at any time by giving **Us** notice in writing. **You** shall be entitled to a refund of **contribution** after **We** have charged **You** based on **Our customary short-period rates** or minimum contribution payable under the **Certificate**, whichever is higher.

**We** may cancel this **Certificate** at any time by giving **You** seven (7) days' notice in writing and will refund the pro rata **contribution** equal to the unexpired **Period of takaful**.

## CLAUSES/ENDORSEMENTS/WARRANTIES

### (THESE APPLY TO THE WHOLE CERTIFICATE)

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

#### 2. FOUNDATION EXCLUSION

The coverage on Building(s) excludes that part of any building below the under/upper surface of its lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

#### 3. REINSTATEMENT VALUE CLAUSE

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 by 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 in so far as the same may be varied hereby.

#### SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to Our liability 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 We may (during the said 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.
2. Until expenditure has been incurred by You in replacing or reinstating the property destroyed or damaged We 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.
3. 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 breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Certificate, then You shall be responsible for the excess 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.
4. This Memorandum shall be without force or effect if:
  - (a) You fail to intimate to Us within six (6) months from the date of destruction or damage, or such further times as We may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - (b) You are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

5. 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/insurances effected by or on Your behalf which is not upon the identical basis of reinstatement set forth therein.

#### 4. PAIRS AND SETS CLAUSE

A provision stating that if one-half of a pair or part of a set is lost or damaged, a reasonable and fair percentage of the value of both will be assessed. We are not required to pay for the total value of the whole set.

#### 5. DATE RECOGNITION CLAUSE

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

- A. We 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 belongs to You 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:
1. correctly recognize any date as its true calendar date,
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date, and/ or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that We 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 We 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 You or for You 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 We 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 caused that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the Certificate.

#### 6. TEMPORARY REMOVAL CLAUSE (CONTENTS OF PRIVATE DWELLINGS)

The property covered under this Certificate is covered whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Brunei Darussalam for an amount not exceeding 15% of the **Sum Covered** under this Certificate.

The amount recoverable under this extension in respect of the Certificate shall not exceed the amount which would have been recoverable had the loss occurred in the premises from which the property was temporarily removed. This extension does not apply to property in so far as it is otherwise covered nor to property removed for sale or exhibition or to a furniture depository.

#### 7. REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM COVERED)

The takaful on Item (s) as per Schedule is hereby covered in respect of costs and expenses necessarily incurred by the Participant with the consent of the Company in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping of the portion or portions of the property covered by the said Item(s) above of this Certificate destroyed or damaged by fire or by any other peril hereby covered against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are covered).

The amount payable for such costs and expenses shall not exceed 10% of the **Sum Covered** of each Item or RM2 million in aggregate any one loss, whichever is lower.

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not covered by this Certificate.

Provided always that the Company's maximum liability shall not exceed the sum stated in the Schedule for which the Item(s) is/are covered.

#### 8. OTHER CONTENTS CLAUSE

It is agreed that the term "Other Contents" in so far as they are not otherwise covered is understood to include:

- (a) Money and stamps not otherwise specifically covered for an amount not exceeding RM1,000.
- (b) Documents, manuscripts and business book but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Participant of the information contained therein and for an amount not exceeding RM1,000 in respect of any one document, manuscript or business book.
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Participant of the information contained therein for an amount not exceeding RM1,000.
- (d) Patterns, models, moulds, plans and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding RM1,000 in respect of any one Employee.

#### 9. SANCTIONS EXCLUSION CLAUSE

We 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 Us 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.

**We** may terminate this Certificate with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this Certificate, including but not limited to, making or receiving any payments under this Certificate.

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

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

**11. 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 **We** shall find such Property to be not Shariah-compliant. In any such case, **We** shall reserve the right to cancel this Certificate and refund any contribution received in respect thereof.

Subject otherwise to the terms and conditions of the Certificate.

**12. COMMUNICABLE DISEASE EXCLUSION**

12.1 Notwithstanding any provision, clause or term to the contrary within this certificate and/or any endorsement thereof, this certificate excludes any loss, damage, liability, claim, cost, expense or other sum of whatsoever nature, directly or indirectly caused by a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

12.2 As used herein:

12.2.1 "Communicable Disease" means any infectious, communicable or contagious disease, or any mutation or variation thereof, which can be transmitted by means of any substance or agent from any organism to another organism including, but not limited to, where:

12.2.1.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, organism or other pathogen or any variation thereof, whether deemed living or not; and

12.2.1.2 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.

12.2.2 "caused by" means relating to; in connection with; arising under; arising out of; arising from; as a result of; resulting from; as a consequence of; attributable to; contributed to by; caused by; involving; and any other term commonly used and/or understood to reflect or describe a nexus and/or connection from one thing to another whether direct or indirect.

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

You may make inquiries or request for access to or correction of Your Personal Data or limit the processing of Your Personal Data at any time hereafter by submitting such request to Us via email to **csu@takaful-malaysia.com.my**. We will retain Your 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.

**You** have expressly acknowledged and consent to **Your** Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

**14. RESTRICTION OF MERCHANDISE WARRANTY**

No part of the **premises** should be used for the manufacture or deposit or storage of merchandise during the **Period of takaful**.



**15. TAKAFUL CONTRIBUTION WARRANTY**

Contribution due to **Us** must be paid and received by **Us** within **sixty** (60) days from the inception date of this **certificate/endorsement/renewal certificate**. If the condition is not complied with, this contract shall be automatically cancelled and **We** shall be entitled to the pro-rated Contribution for the period **We** provide the cover. Where the Contribution payable is received by **Our** authorized agent/takaful representative, the payment is deemed to be received by **Us** for the purposes of this Warranty. 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 with **Us**.

Subject otherwise to the terms and conditions of this Certificate.

**16. MANAGEMENT OF FUND**

Pursuant to the authorization given to **Us** by **You** and the rest of the participants, **We** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. **We** have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

**17. DEFICIENCY & LOSS RECTIFICATION**

If the **GTF** is in deficit, **We** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. **We** may waive **Our** rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to our mismanagement or negligence, **We** will make an outright transfer to rectify the deficit or loss.

**18. TERMINATION OF THIS CERTIFICATE**

This Certificate shall automatically terminate upon occurrence of any of the following:

- a) upon cancellation of this Certificate by **You**; or
- b) upon cancellation of this Certificate by **Us**; or
- c) when there is fraud or misrepresentation of material fact during application; or
- d) when the **Sum Covered** is fully paid; or
- e) when the Certificate expires; or
- f) upon cancellation due to Takaful Contribution Warranty; or
- g) upon cancellation due to Non Shariah Compliance.

If the termination is due to (a) and (b), **We** will refund to **You** the Contribution amount (**Wakalah** fee and **Tabarru'** portion) for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c) and (g), **We** will refund to **You** the Contribution in full. If the termination is due to (d), (e) and (f), **We** will not refund to **You** the Contribution.

Any Contribution receipt by **Us** after the termination of this certificate will not create any liability to **Us** but **We** will refund such Contribution to **You** without profit.

**19. BENEFITS**

All benefits specified in this Certificate will be payable from the **GTF**.

**20. CUSTOMER SERVICE CHARTER**

**You** may visit **Our** website to know more about **Our** Customer Service Charter.

**21. LEGAL PROCEEDING CLAUSE**

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Certificate**. If the **Person Covered** shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Certificate**, the **Person Covered** may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the **Certificate** terms and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of **Us**. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss.



**22. NOTICE**

Any correspondence, notice, request, instruction required by **Us** must be in writing, whether by written notice or via electronic means.

**CLAUSES/ENDORSEMENTS/WARRANTIES**  
**(ONLY APPLICABLE IF STATED IN THE SCHEDULE)**
**P010 Extension to cover Subsidence and Landslip**
**What is Covered**

This takaful is extended to cover loss or damage to the property covered caused by:

- (i) subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or
- (ii) landslip.

Subject otherwise to the terms and conditions of the Certificate.

**What is Not Covered**

We will not pay for loss or damage:

- (a) to swimming pools, terraces, patios, drives, footpath, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at same time,
- (b) to or resulting from movement of solid floor slabs, unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time,
- (c) Directly or indirectly caused by:
  - Coastal or river erosion,
  - Demolition, structural alteration or structural repair,
  - Defective design or inadequate construction of foundations.
- (d) This Optional Benefit is subject to the following **excess**, and is applicable for each and every loss:
  - 5% of the total **Sum Covered** or RM25,000 whichever is the lower, ascertained after the application of any condition of average.

**P12A Extension to cover Riot, Strike and Malicious Damage**
**What is Covered**

This takaful is extended to cover Riot, Strike, Malicious Damage.

Loss or damage to property covered directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not an occurrence mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
5. The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in items (a),

**What is Not Covered**

Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power.
- (c) Any act of terrorism.  
For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any

(b) and (c) under the section “What is Not Covered” of this extension.

### Average

If the property covered shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this extension is collectively of greater value than the **Sum Covered**, then **You** will be responsible for the difference and will bear a pro-rated share of the amount of loss. This average condition will apply separately for each item covered.

Subject otherwise to the terms and conditions of the Certificate.

government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceedings, where **We** allege that by reason of the provisions of this Condition any loss or damage is not covered by this takaful, the burden of proving that such loss or damage is covered shall be upon **You**.

- (d) In respect of malicious acts, **We** shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.
- (e) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

For (g) or (h) above, **We** are not relieved of any liability to **You** in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

## OTHER PROVISIONS

### 1. DISTRIBUTION OF SURPLUS

50% of the distributable surplus arising from the **GTF** as determined by us will be distributed to eligible participants in the form of cash back. We will receive 50% of the distributable surplus as performance incentive based on **Ju’alah**.

### 2. CASH BACK

**Your** entitlement to the Cash Back is subject to the following terms and conditions:

- no claim has been made during the current **Period of takaful**; and
- no benefit has been received during the current **Period of takaful**.

The Cash Back amount will be paid directly to Your bank account. The Cash Back is only payable/claimable up to six (6) months from the declaration date. Thereafter, **Your** entitlement to the said Cash Back shall immediately be forfeited and such Cash Back amount will be credited to the **GTF** by **Us**. The Cash Back is not guaranteed and will be based on the actual claims experience and fund performance.

**3. WAKALAH FEE**

The **Wakalah** Fee chargeable under this Certificate is fifty-five percent (55%) of the Contribution. The **Wakalah** Fee will be deducted upfront upon payment of the Contribution.

**4. TREATMENT OF SMALL PAYMENT AMOUNT**

For any amount due and payable to **You** 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), **We** will donate to charity as approved by **Us**.

**ENQUIRIES/COMPLAINTS AND CLAIM APPEAL****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  
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: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

**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 Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**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  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

**BNM Laman Informasi Nasihat dan Khidmat (LINK)**

Ground Floor, Blok D, Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK) Fax: 03-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## GLOSSARY

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

“**Certificate**” means **Your** takaful contract which consists of this **Certificate** wording and **Schedule**.

“**Consequential loss**” means financial loss.

“**Consumer Takaful Contracts**” means takaful wholly for purposes unrelated to the Participant’s trade, business or profession

“**Contribution**” means any amount **We** require **You** to pay under the **Certificate** and includes Government charges.

“**Covered event**” means one of the perils listed under this **Certificate**.

“**Depreciation**” means the reduction in the value of the item or property due to **wear and tear**.

“**Endorsement**” means a written alteration to the terms, conditions and limitations of this certificate which is shown in the **Schedule**.

“**Erosion**” means being worn or washed away by water or wind.

“**Excess**” means the amount **You** must pay towards a claim before **We** pay. The amount will be stated in the **Schedule** or in any selected Optional Benefits.

“**Flood**” means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building.

“**Family**” and “**Household**” means any person(s) who normally reside with **You**.

“**Fixtures**” and “**Fittings**” means items that are permanently attached to **Your** building.

“**General Takaful Fund**” or “**GTF**” refers to a fund established to pool a 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.

“**Ju’alah**” refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this Certificate, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for Our achievement in managing the **GTF** which results in the surplus

“**Indemnity**” means putting **You** back to **Your** same financial position immediately before the loss.

“**Non-Consumer Takaful Contracts**” means takaful for purposes related to the Participant’s trade, business or profession

“**Occurrence**” means the exact period when the incident took place.

“**Open**” means anywhere at the premises not fully enclosed by walls and a roof and which is not able to be secured, also any outbuildings on the premises if such buildings are not able to be secured.

“**Period of takaful**” means the period for which **You** are covered. It commences at the time **We** agree to give **You** cover and finishes at midnight on the day of expiry. The expiry date is shown in the **Schedule**.

“**Personal Effects**” means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, and wallet.

“**Plate glass**” means glass fitted to the structure of the building.

“**Qard**” refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this Certificate, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.

“**Schedule**” means the **Certificate Schedule** where both the covered items and **Sum Covered** are specified.

“**Secured**” means locked so as to prevent entry other than by using force.

“**Tabarru**” refers to a donation for charitable purposes. Under this Certificate, **You** donate a portion of the Contribution to the **GTF** based on **Tabarru**’ to help other participants. **Tabarru**’ takes into effect when **You** contribute to the **GTF**.

“**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.

“**Premises**” means the land at the address shown in the **Schedule** on which the building is built, including the yard or garden used only for domestic purposes.

“**Robbery and hold up**” means that the items covered are either taken away or surrendered; in both instances due to force, menaces or threat of physical violence made against **You**, or persons living with **You** in a common household, or other persons authorized to be on **Your** premises.

“**Sum Covered**” means the amount **You** have covered on either **Your** building, **Your** contents (including specified contents) as shown in the **Schedule**. This shall include the Additional Benefits and any of the Optional Benefits selected by **You**.

“**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, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

“**Warranties**” means either restriction or obligation that the **Certificate** imposes on **You**. A breach of a **warranty** will entitle **Us** to reject the claim for loss or damage or liability.

“**Wear and tear**” means damage or a reduction in value through age, ordinary use or lack of maintenance.

“**We, Our and Us**” means Syarikat Takaful Malaysia Am Berhad.

“**You and Your**” means the person(s) named in the **Schedule** as the participant.