

CERTIFICATE FOR

Takaful *myFire*

The participant as named in the Schedule agrees to participate in Takaful myFire 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 agrees that any distributable surplus arising from the **GTF** as determined by **the Company** 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 **the Company** as a 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).

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 and Declaration 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 and Declaration (or when the Participant applied for the **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. However, in the event of any pre-contractual misrepresentation made in relation to the answers or in any disclosures given by the Participant, 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 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 if the Property Covered described in the Schedule or any part of such property be destroyed or damaged by FIRE or LIGHTNING during the Period of Takaful stated in the Schedule or of any subsequent period in respect of which the Participant shall have paid and **the Company** shall have accepted the **Takaful** Contribution required for the renewal of this Certificate, **the Company** will pay or make good to the Participant the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage.

PROVIDED THAT the liability of **the Company** shall in no case exceed in respect of each item the sum expressed in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of **the Company**.

PROVIDED ALWAYS that the due observance and fulfilment of the Terms, Conditions and Endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of **the Company** to make any payment under this Certificate.

CONDITIONS

1. 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.
2. No payment in respect of any Takaful Contribution shall be deemed to be payment to **the Company** unless a printed form of receipt for the same signed by an Official or duly appointed Agent of **the Company** shall have been given to the Participant.
3. The Participant shall give notice to **the Company** of any **Takaful** or Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby covered. Such notice should be given and endorsed by **the Company** in this Certificate before the occurrence of any loss or damage.
4. All coverage under this Certificate:
 - (i) on any building or part of any building;
 - (ii) on any property contained in any building;
 - (iii) on rent or other subject matter of **Takaful** in respect of or in connection with any building or any property contained in any building;

shall cease immediately upon any fall or displacement:

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

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

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

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

5.
 - (i) This **Takaful** does not cover:
 - (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 8(f)], or by its undergoing any heating or drying process.
 - (c) Loss or damage occasioned by or through or in consequence of:
 - (1) the burning of property by order of any public authority.
 - (2) subterranean fire.
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii) This **Takaful** does not cover loss or damage directly or indirectly caused by or 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. For the purposes of this Condition 5(ii) only combustion shall include any self-sustaining process of nuclear fission.
 - (iii) This **Takaful** does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Shariah non-compliant causes.
6. This **Takaful** does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (e) any act of terrorism.
 For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this **Takaful**, except to the extent that the Participant shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where **the Company** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this **Takaful**, the burden of proving that such loss or damage is covered shall be upon the Participant.

7. This **Takaful** does not cover any liability for Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Covered caused by:
 - (i) pollution or contamination which itself results from a contingency hereby covered against.
 - (ii) any contingency hereby covered against which itself results from pollution or contamination.
8. Unless otherwise expressly stated in the Certificate, this **Takaful** does not cover:
 - (a) Goods held in trust or on commission.
 - (b) Bullion or unset precious stones.
 - (c) Any curiosity or work of art for an amount exceeding Ringgit Malaysia Five Hundred (RM500).
 - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - (e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, or computer systems records.
 - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
 - (g) Explosives.
 - (h) Any loss or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Certificate.
 - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.
9. Under any of the following circumstances the coverage ceases to attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of **the Company** signified by endorsement upon the Certificate, by or on behalf of **the Company**:
 - (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the Property Covered be changed in such a way as to increase the risk of loss or damage by fire.
 - (b) If the building covered or containing the Property Covered becomes unoccupied and so remains for a period of more than thirty (30) days.
 - (c) If Property Covered be removed to any building or place other than that in which it is herein stated to be covered.
 - (d) If the interest in the Property Covered pass from the Participant otherwise than by will or operation of law.
 - (e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which the Participant's property is situated has been issued.

10. This **Takaful** does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Certificate, be covered by any Marine Certificate or Certificates except in respect of any excess beyond the amount which would have been payable under the Marine Certificate or Certificates had this **Takaful** not been effected.
11. This coverage may be terminated at any time at the request of the Participant, in which case **the Company** will retain the customary short period rate for the time the Certificate has been in force. This coverage may also be terminated at the option of **the Company** by sending fourteen (14) days' notice by registered letter 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 Takaful Contribution for the unexpired term from the date of cancellation. The amount to be refunded upon termination of the Certificate shall be subject to the minimum Takaful Contribution to be retained by **the Company**.
12. On the happening of any loss or damage the Participant shall forthwith give notice thereof to **the Company** and shall within fifteen (15) days after the loss or damage, or such further time as **the Company** may in writing allow in that behalf, deliver to **the Company**:
 - (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
 - (b) particulars of all other **Takaful**/insurance, if any.

The 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.

13. The coverage under this Certificate extends to include:
 - (a) wages of the Participant's employees other than full-time members of a Works Fire Brigade.
 - (b) the cost of replacement of fire-fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically covered.
 - (c) Fire Brigade charges.

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

14. 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 the 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.

15. If the Claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on his behalf to obtain any benefit under this Certificate or, if the loss or damage be occasioned by the wilful act or with the 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 taking place in pursuance of Condition 22 of this Certificate) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefits under this Certificate shall be forfeited.
16. **The Company** may at its option reinstate or replace the property damaged or destroyed or any part thereof, instead of paying the amount of the loss or damage, or may join with any other **Takaful** operators or insurers in so doing, but **the Company** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall **the Company** be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum covered by **the Company** thereon.
- If **the Company** so elects to reinstate or replace any property, the Participant shall, at his own expense, furnish **the Company** with such plans, specifications, measurements, quantities, and such other particulars as **the Company** may require, and no acts done, or caused to be done by **the Company** with a view to reinstatement or replacement shall be deemed an election by **the Company** to reinstate or replace.
- If in any case **the Company** shall be unable to reinstate or repair the property hereby covered because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, **the Company** shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
17. In the event of a loss to the Property Covered (other than stock and building item), **the Company** shall pay the covered value or the market value of the Property Covered, whichever is the lower, subject to the deduction of any excess and amount which the Participant is required to bear under the Certificate. For the purpose of this Condition, the term market value shall mean the value of the Property Covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.
- The market value of the Property Covered shall for the purpose of this Condition be determined by a valuation obtained by **the Company** from the manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the Property Covered damaged or lost as it was at the time of the occurrence of such damage or loss.
- In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor for the Property Covered, the valuation shall be obtained from a Loss Adjuster registered under the Islamic Financial Services Act 2013 (IFSA 2013) or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 and to be mutually appointed by both parties. The valuation of the Property Covered by the manufacturer, authorized sole agent or agent, authorized broker, authorized distributor, building contractor, Loss Adjuster registered under the IFSA 2013 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 shall be conclusive evidence in respect of the market value of the Property Covered in any legal proceedings against **the Company**.
18. 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**.
19. If at the time of any loss or damage happening to any property hereby covered there be any other subsisting **Takaful** or insurance, whether effected by the Participant or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

20. If the property hereby covered shall, at the breaking out of any fire, be collectively of greater value than the sum covered thereon, then the Participant shall be responsible for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition.
21. In the event of a loss, the coverage hereunder shall be maintained in force for the full sum covered and the Participant shall be liable to pay an additional Takaful Contribution at the rate stated on the Certificate 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.
22. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two (2) disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

23. In no case whatever shall **the Company** be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
24. Every notice and other communication to **the Company** required by these Conditions must be written or printed.
25. This Certificate and the Schedule herein shall be read together as one contract and any word or expressions to which a specific meaning has been attached in any part of this Certificate or of the said Schedule shall bear such meaning wherever it may appear.
26. **SUBROGATION**
The Company reserves the right to undertake in the Participant's name and the Participant's behalf:
 - i. the full conduct, control and settlement of any proceedings;
 - ii. recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.
 at **the Company's** expense and benefit.

27. **TERMINATION OF THIS CERTIFICATE**
 This Certificate shall automatically terminate upon occurrence of any of the following:
 - a) upon cancellation of this Certificate by the Participant;
 - b) upon cancellation of this Certificate by **the Company**;
 - c) when there is fraud or misrepresentation of material fact during application;
 - d) when the sum covered is fully paid;
 - e) when the Certificate expires;
 - 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), **the Company** will refund to the Participant 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), **the Company** will refund to the

Participant the Contribution in full. If the termination is due to (d), (e) and (f), **the Company** will not refund to the Participant the Contribution.

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

28. **BENEFITS**

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

29. **CUSTOMER SERVICE CHARTER**

The Participant may visit **the Company's** website to know more about **the Company's** [Customer Service Charter](#).

30. **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, **The Company** will not accept, for any reason whatsoever, such written proof of loss.

31. **DUTY OF DISCLOSURE**

For Consumer Takaful Contracts

Where the Participant has applied for this **Takaful** wholly for purposes unrelated to the Participant's trade, business or profession, the Participant has a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when the Participant applied for this **Takaful**) i.e. the Participant should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions 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** in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. The Participant is also required to disclose any other 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.

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.

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.

CLAUSES/ENDORSEMENTS/WARRANTIES (THESE APPLY TO THE WHOLE CERTIFICATE)

1. 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 authorised 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 authorised to receive such contribution shall lie on **the Company**.

Subject otherwise to the terms and conditions of this Certificate.

2. 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.

3. 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 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:
 - 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 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 **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 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 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.

4. **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.

5. **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.

6. **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.

Subject otherwise to the terms and conditions of the Certificate.

7. **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. **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.

8. **MANAGEMENT OF FUND**

Pursuant to the authorization given to **the Company** by the Participant and the rest of the participants, **the Company** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. **The Company** has 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.

9. **DEFICIENCY & LOSS RECTIFICATION**

If the **GTF** is in deficit, **the Company** 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. **The Company** may waive its rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to its mismanagement or negligence, **the Company** will make an outright transfer to rectify the deficit or loss.

10. **COMMUNICABLE DISEASE EXCLUSION (LMA5393)**

- 10.1 This certificate, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the Period of Takaful. Consequently, and notwithstanding any other provision of this certificate to the contrary, this certificate does not cover any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 10.2 For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 10.2.1. for a Communicable Disease, or
 - 10.2.2. any property covered hereunder that is affected by such Communicable Disease.
- 10.3 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:
 - 10.3.1. 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, and
 - 10.3.2 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
 - 10.3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- 10.4 This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the certificate remain the same.

11. **INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE (SUDDEN AND ACCIDENTAL) (NMA1685)**

This Certificate does not cover any liability for:

- 11.1 Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph 1 shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended or unexpected happening during the period of this Certificate.
 - 11.2 The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Certificate.
 - 11.3 Fines, penalties, punitive or exemplary damages
- This clause shall not extend this Certificate to cover any liability which would not have been covered under this Certificate has this Clause not been attached.

12. **PROPERTY CYBER AND DATA EXCLUSION CLAUSE (LMA5410)**

- 12.1 Notwithstanding any provision to the contrary within this Certificate or any endorsement thereto this Certificate excludes any:
- 12.1.1 Cyber Loss;
 - 12.1.2 Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with 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; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 12.2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 12.3 This endorsement supersedes and, if in conflict with any other wording in the Certificate or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 12.4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 12.5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 12.6 Cyber Incident means:
- 12.6.1 Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 12.6.2 Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 12.7 Computer System means:
- 12.7.1 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, owned or operated by the Participant or any other party.
- 12.8 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.

13. **NUCLEAR ENERGY EXCLUSION CLAUSE 1994 (WORLDWIDE EXCLUDING USA AND CANADA) (NMA 1975 (A))**

This Certificate shall exclude Nuclear Energy Risks whether such risks are written directly or indirectly and/or via Pools and/or Associations.

Nuclear Energy Risks shall be defined as all first party and/or third-party cover (other than Workers Compensation and/or Employers Liability) in respect of:

- 13.1 All Property on the site of a nuclear Reactors, reactor buildings and plant equipment therein on any site other than a nuclear power station
- 13.2 All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - a. The generation of nuclear energy; or
 - b. The Production, Use or storage of Nuclear Material
- 13.3 Any other Property eligible for Coverage by the relevant local Nuclear Coverage Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- 13.4 The supply of goods and service to any of the sites, described in (I) to (III) above, unless such Coverage shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- 13.5 Any coverage in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors plant and equipment)

13.6 Any Machinery Breakdown or other Engineering coverage not coming within the scope of (a) above:

Provided always that such coverage shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

13.7 The provision of any coverage whatsoever in respect of:

- a. Nuclear Material;
- b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

13.8 The provision of any coverage for the undernoted perils:

- Fire, Lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

13.9 "Nuclear Material" means nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and

13.10 "Radioactive Product" or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose

13.11 "Nuclear Installation" means;

13.11.1 Any Nuclear Reactor;

13.11.2 Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and

13.11.3 Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

13.12 "Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without and additional source of neutrons.

13.13 "Production, Use or Storage of Nuclear Material" means the production, manufacture enrichment, conditioning, processing, use, storage handling and disposal of Nuclear Material.

13.14 "Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

13.15 "High Radioactivity Zone or Area" means;

13.15.1 For nuclear power stations and Nuclear Reactors, the vessel or Structure which immediately contains the core (Including its support and shrouding) and all the contents thereof, the fuel elements, the control rods the irradiated fuel store; and

13.15.2 For non-reactor Nuclear Installations any area where the level of radioactivity requires the provolone of biological shield.

14. **CYBER LOSS LIMITED EXCLUSION CLAUSE (LMA 5410)**

14.1 Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

14.2 Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly caused by:

14.2.1 the use or operation of any Computer System or Computer Network;

- 14.2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- 14.2.3 access to, processing, transmission, storage or use of any Data;
- 14.2.4 inability to access, process, transmit, store or use any Data;
- 14.2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
- 14.2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
- 14.3 Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Participant or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- 14.4 Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- 14.5 Data means information used, accessed, processed, transmitted or stored by a Computer System.
- 14.6 When this clause forms part of a Retakaful/reinsurance contract, Participant shall be amended to read Original Participant.
15. **NOTICE**
Any correspondence, notice, request, instruction required by **Us** must be in writing, whether by written notice or via electronic means.
16. **TRANSMISSION AND DISTRIBUTION LINES CLAUSE**
This certificate shall exclude all above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to all equipment other than those on or within 1000 meters from the participant structure. This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss and/or other contingent losses related to transmission and distribution lines, other than contingent property damage/business interruption losses (including expenses), arising from loss and/or damage to lines of third parties.

CLAUSES/ENDORSEMENTS/WARRANTIES (ONLY APPLICABLE IF STATED IN THE SCHEDULE)
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P01A
P1AX

AIRCRAFT DAMAGE - A
AIRCRAFT DAMAGE - A (BICC)

In consideration of the payment by the Participant to **the Company** of an additional **Takaful** contribution, it is hereby agreed and declared that the **Takaful** under the Certificate shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property covered directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1. The liability of **the Company** shall in no case under this Endorsement and the Certificate exceed the sum covered by each item of the Certificate.
2. This **Takaful** does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Participant.
Subject otherwise to the terms and conditions of the Certificate.

**P01B
P1BX**

**AIRCRAFT DAMAGE - B (DELETION OF SPECIAL CONDITIONS 2)
AIRCRAFT DAMAGE - B (DELETION OF SPECIAL CONDITIONS 2) (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional **Takaful** contribution, it is hereby agreed and declared that the **Takaful** under the Certificate shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property covered directly caused by aircraft and other aerial devices and/or articles dropped there from.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

Special condition 2 of the Aircraft Damage A Clause is hereby deleted and provided that the cover shall be applicable only to covered buildings with helipads located either on roof-top or ground level.

Subject otherwise to the terms and conditions of the Certificate.

**P002
P02X**

**EARTHQUAKE AND VOLCANIC ERUPTION
EARTHQUAKE AND VOLCANIC ERUPTION (BICC)**

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

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

Subject otherwise to the terms and conditions of the Certificate.

**P003
P03X**

**STORM, TEMPEST
STORM, TEMPEST (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional **Takaful** contribution, **the Company** agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Certificate, this **Takaful** extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Excess Clause and Special Conditions attached hereto.

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

EXCESS CLAUSE

It is understood and agreed that as regards loss or damage to any properties hereby covered directly caused by any peril to which this Clause is herein before stated to apply, **the Company's** liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:

- (a) 1% of the total sums covered against such peril on said property by Certificates in the name of the Participant, or
 - (b) RM200
- whichever shall be the less.

It is further agreed that this Clause shall apply separately to:

- (i) each property, for which purpose all covered properties at the same address will be regarded as one property.
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

SPECIAL CONDITIONS

1. **The Company** shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not, unless the building covered or containing the property covered shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the covered property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.
2. This endorsement does not extend the **Takaful** under this Certificate to cover:
 - (a) Consequential loss of any kind.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are covered against by this Certificate.
 - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Certificate.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. **The Company** shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is covered by or would, but for the existence of this extension, be covered by any other existing Certificate or Certificates except in respect of any excess beyond the amount which would have been payable under such other Certificate or Certificates had this **Takaful** not been effected.
4. Unless specifically and separately covered this endorsement does not cover:
 - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
 - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows, and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are covered against by this Certificate.

Subject otherwise to the terms and conditions of the Certificate.

P004
P04X
P999

FLOOD **FLOOD (BICC)** **NOMINATED FLOOD**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, **the Company** agrees that notwithstanding anything stated to the contrary in Condition No. 6 of the Certificate, this **Takaful** extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Excess Clause and Special conditions attached hereto.

Flood, for the purpose of this extension, shall mean 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 covered or containing the property covered but excluding loss or damage caused by subsidence or landslip.

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

EXCESS CLAUSE

It is understood and agreed that as regards loss or damage to any property hereby covered directly caused by the peril to which this Clause is herein before stated to apply, **the Company's** liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either:

- (a) 1% of the total sums covered against such peril on said property by Certificates in the name of the Participant or
 - (b) the first RM2,500 of each and every loss.
- Whichever shall be the less.

It is further agreed that this Clause shall apply separately to:

- (i) each property, for which purpose all covered properties at the same address will be regarded as one property,
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have been terminated until there have been seven (7) consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

SPECIAL CONDITIONS

1. This endorsement does not extend the **Takaful** under this Certificate to cover:
 - (a) Consequential loss of any kind.
 - (b) Loss or damage caused by hail whether driven by wind or not.
 - (c) Loss or damage caused by subsidence or Landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are covered against by this Certificate.
 - (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Certificate.
 - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. **The Company** shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is covered by or would, but for the existence of this extension, be covered by any other existing Certificate or Certificates except in respect of any excess beyond the amount which would have been payable under such other Certificate or Certificates had this **Takaful** not been effected.
3. Unless specifically and separately covered this endorsement does not cover metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the Certificate.

P05A	EXPLOSION (INDUSTRIAL WITHOUT BOILERS)
P5AX	EXPLOSION (INDUSTRIAL WITHOUT BOILERS) (BICC)
P05B	EXPLOSION (INDUSTRIAL WITH BOILERS)
P5BX	EXPLOSION (INDUSTRIAL WITH BOILERS) (BICC)
P05C	EXPLOSION (NON-INDUSTRIAL WITHOUT BOILERS)
P5CX	EXPLOSION (NON-INDUSTRIAL WITHOUT BOILERS) (BICC)
P05D	EXPLOSION (NON-INDUSTRIAL WITH BOILERS)
P5DX	EXPLOSION (NON-INDUSTRIAL WITH BOILERS) (BICC)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property covered by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Certificate (except in so far as Condition No: 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Certificate.

SPECIAL CONDITIONS

1. **The Company** shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism.
 For the purpose of this Condition, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where **the Company** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this **Takaful**, the burden of proving that such loss or damage is covered shall be upon the Participant.

2. If there shall be any other fire **Takaful** on the property covered under this Certificate, **the Company** shall be liable only pro rata with such other fire **Takaful** for any loss or damage by explosion whether or not such other fire **Takaful** be extended to cover loss or damage by explosion.
 3. **The Company** shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is covered by or would, but for the existence of this extension, be covered by any other existing Certificate or Certificates except in respect of any excess beyond the amount which would have been payable under such other Certificate or Certificates had this **Takaful** not been effected.
- Subject otherwise to the terms and conditions of the Certificate.

**P06A
P6AX**

**IMPACT DAMAGE EXCLUDING PARTICIPANT'S OWN VEHICLES
IMPACT DAMAGE EXCLUDING PARTICIPANT'S OWN VEHICLES (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to include loss or damage to the property described in the Schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals not belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service, provided that the first RM50 of each and every claim under this endorsement shall be borne by the Participant.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of Certificate.

**P06B
P6BX**

**IMPACT DAMAGE INCLUDING PARTICIPANT'S OWN VEHICLES
IMPACT DAMAGE INCLUDING PARTICIPANT'S OWN VEHICLES (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to include loss or damage to the property described in the Schedule and/or walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, animals including any road vehicles, animals belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service, provided that the first RM250 of each and every claim under this endorsement shall be borne by the Participant.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of Certificate.

P07A

BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDING EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE))

P7AX

BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDING EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE)) (BICC)

P07B

BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS)

P7BX

BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS) (BICC)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to include loss or damage to the property covered caused by the bursting or overflowing of water tanks, apparatus or pipes installed in or on the buildings covered or containing the property covered excluding:

- (a) Loss or damage caused whilst the premises are untenanted.
- (b) Loss or damage by water discharged or leaking from an installation of automatic sprinklers.
- (c) The first RM1,000 of each and every loss at each separate premises, as ascertained after the application of average, or **the Company's** rateable proportion of that amount.

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

SPECIAL CONDITIONS

1. The liability of **the Company** shall in no case under this endorsement exceed the sum covered by each item of the Certificate.
2. This **Takaful** does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Certificate.
3. The Participant shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of loss or damage as the circumstances may require and **the Company** shall not be liable for any loss or damage caused by a defect which the Participant has failed to remedy after having received notice of such defect either from **the Company** or any person or public body.

Subject otherwise to the terms and conditions of the Certificate.

P08A ELECTRICAL INSTALLATIONS CLAUSE A

This Company is expressly declared to be free from liability for loss of or damage to, any electrical machine, apparatus, or any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, self-heating, arcing or leakage of electricity from whatever cause (lightning included).

Provided that this exemption shall only apply to the particular electrical machine, apparatus, or portion of the electrical installation so affected, and not to other machines, apparatus or electrical installation destroyed or damaged by fire set up by such particular machine, apparatus or other electrical installation.

Subject otherwise to the terms and conditions of the Certificate.

P08B ELECTRICAL INSTALLATIONS CLAUSE B **P8BX ELECTRICAL INSTALLATIONS CLAUSE B (BICC)**

Loss or damage by fire to the electrical appliances and installation covered by this Certificate arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered, but it is expressly understood that no liability exists under this Certificate for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

Subject otherwise to the terms and conditions of the Certificate.

P009 BUSH/LALANG FIRE **P09X BUSH/LALANG FIRE (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, notwithstanding anything to the contrary contained in Condition 8(i) of the Certificate, it is hereby declared and agreed that the Certificate is extended to cover loss or damage caused by bush/lalang fire (provided that during the period of this Certificate every reasonable effort shall be made to keep the Participant's ground free from lalang and undergrowth).

Subject otherwise to the terms and conditions of the Certificate.

P10A SUBSIDENCE AND LANDSLIP COVER (STANDARD COVER) **P10X SUBSIDENCE AND LANDSLIP COVER (STANDARD COVER) (BICC)** **P10B SUBSIDENCE AND LANDSLIP (DELETION OF EXCLUSION (a))** **P10Y SUBSIDENCE AND LANDSLIP (DELETION OF EXCLUSION (a)) (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to cover loss or damage to the property covered caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:

- (a) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- (b) loss or damage 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) loss or damage occasioned by happening through, or in consequence of:
 - coastal or river erosion.
 - demolition, structural alteration or structural repair.
 - defective design or inadequate construction of foundations.
- (d) in respect of each and every loss, 5% of the total sum covered or RM25,000 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of **the Company** shall not exceed the sum covered by each item on the property less the amount excluded under (d) above. Provided always that all the conditions of the Certificate (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the term and conditions of the certificate.

P11A
P11X

SPONTANEOUS COMBUSTION (BY FIRE ONLY)
SPONTANEOUS COMBUSTION (BY FIRE ONLY) (BICC)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under item(s) as per Schedule shall subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property covered by fire only caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Certificates shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the Certificate.

P11B
P11Y

SPONTANEOUS COMBUSTION (FULL COVER)
SPONTANEOUS COMBUSTION (FULL COVER) (BICC)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under item(s) as per Schedule shall subject to the Special Conditions hereinafter contained, extend to include loss or damage to the property covered caused by its own spontaneous fermentation, heating or combustion. Provided always that all the conditions of the Certificates shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

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

Subject otherwise to the terms and conditions of the Certificate.

P12A	RIOT STRIKE AND MALICIOUS DAMAGE (RESIDENTIAL PROPERTIES)
P12X	RIOT STRIKE AND MALICIOUS DAMAGE (RESIDENTIAL PROPERTIES) (BICC)
P12B	RIOT STRIKE AND MALICIOUS DAMAGE (OTHER THAN RESIDENTIAL PROPERTIES)
P12Y	RIOT STRIKE AND MALICIOUS DAMAGE (OTHER THAN RESIDENTIAL PROPERTIES) (BICC)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, **the Company** hereby agree and declare that the **Takaful** under this Certificate shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):

Loss of or damage to property covered directly caused by:

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

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

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

SPECIAL CONDITIONS

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

CONDITION 5

This **Takaful** does not cover:

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

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

CONDITION 6

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

- (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) any act of terrorism

For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s),

committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

In any action, suit or other proceeding, where **the Company** alleges that by reason of the provisions of this Condition any loss or damage is not covered by this **Takaful**, the burden of proving that such loss or damage is covered shall be upon the Participant.

CONDITION 8

Unless otherwise expressly stated in the Certificate this **Takaful** does not cover:

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding RM500.
- (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of accounts or other business books, or computer systems records.
- (f) Explosives.

CONDITION 11

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

CONDITION 20

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

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

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

P013
P13X

DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM **DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM (BICC)**

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to include loss or damage to the property described in the schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from damage by falling trees or branches and objects therefrom, provided that the first RM250 of each and every claim under this endorsement shall be borne by the Participant.

Provided always that all the conditions of the Certificate shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Certificate.

P14A

COLD STORAGE CLAUSE (A)

Notwithstanding anything herein stated to the contrary, this Certificate does not cover loss or damage caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or any other peril hereby covered.

Subject otherwise to the terms and conditions of the Certificate.

P14B
P14X

COLD STORAGE CLAUSE (B)
COLD STORAGE CLAUSE (B) (BICC)

Notwithstanding anything herein stated to the contrary, this Certificate covers loss or damage caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by fire or any other peril hereby covered.

Subject otherwise to the terms and conditions of the Certificate.

C01A

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 Negara 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.

C01B

TEMPORARY REMOVAL CLAUSES (OTHER PROPERTY EXCLUDING STOCK-IN-TRADE AND MERCHANDISE)

The property covered under this Certificate is covered (limited to 10% of the sum covered) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, 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, all in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

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 that 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:

- (i) Motor Vehicles and Motor Chassis.
- (ii) Property (other than machinery and plant) held by the Participant in trust.

C02A

REMOVAL OF DEBRIS (WITH SEPARATE SUM COVERED)

The **Takaful** hereby covered is 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 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 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.

C02B

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.

C03A ARCHITECT'S, SURVEYOR'S ENGINEER'S AND CONSULTANT'S FEES (WITH SEPARATE SUM COVERED)

The **Takaful** is in respect of Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property covered consequent upon its destruction or damage by fire or other peril hereby covered against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the limit of the sum covered.

C03B ARCHITECT'S, SURVEYOR'S ENGINEER'S AND CONSULTANT'S FEES (WITHOUT SEPARATE SUM COVERED)

The **Takaful** on buildings, plant and machinery hereby covered includes Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the property covered consequent upon its destruction or damage by fire or any other peril hereby covered against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to **the Company's** maximum liability for any loss or damage and fees not exceeding the sum covered against each item.

C004 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 Ringgit Malaysia One Thousand (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 Ringgit Malaysia One Thousand (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 Ringgit Malaysia One Thousand (RM1,000).
- (d) Patterns, models, moulds, plans and designs, for an amount not exceeding Ringgit Malaysia One Thousand (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 Ringgit Malaysia One Thousand (RM1,000) in respect of any one Employee.

C005 CAPITAL ADDITIONS CLAUSE

The **Takaful** hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the Sum Covered) to property specified in this Certificate for an amount not exceeding in respect of each item ten percent (10%) of the sum covered by each item or RM1 million per location whichever is the less. The Participant undertakes to advise **the Company** every three months of such alterations, additions and improvements and to pay the appropriate additional Takaful Contribution thereon.

The Clause is inoperative if the declaration of such alterations, additions and improvements is not received by **the Company** within ninety (90) days from the date of such alterations, additions and improvements.

For the purpose of this Clause, the inception date under the Takaful Contribution Warranty shall be deemed to be the date of declaration received by **the Company**.

C06A MORTGAGEE (CHARGE) CLAUSE 1

Loss, if any, payable to the Mortgagee (Charge) as per Schedule as interest may appear in this **Takaful**, 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 (Charge) 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 (Charge) and unless permitted by this Certificate it shall be noted thereon and the Mortgagee (Charge) 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 (Charge) any sum in respect of loss or damage under this Certificate and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, **the Company** shall become legally subrogated to all the rights of the Mortgagee (Charge) to the extent of such payment but not so as to impair the right of the said Mortgagee (Charge) 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.

NON CANCELLATION CLAUSE

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

C06B MORTGAGEE (CHARGE) CLAUSE 2

It is hereby agreed that this **Takaful** (as to the interest of the Mortgagee (Charge)) shall not be invalidated by any change of occupancy or increase of risk taking place in the property covered without the knowledge of the Mortgagee (Charge) provided that the Mortgagee (Charge) shall immediately on the same coming to his knowledge, give notice thereof to **the Company** and pay the additional contribution (if any) which may be required by **the Company** from the date of such increase of risk.

NON CANCELLATION CLAUSE

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

C007 CONTRACT PRICE

Notwithstanding anything to the contrary contained in Condition 17 of the Certificate, it is hereby declared and agreed that in respect only of goods sold but not delivered for which the Participant is responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the fire or any other peril hereby covered against, either wholly or to the extent of the loss or damage, the liability of **the Company** shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage applicable, the same basis shall be used.

C008 FOUNDATION EXCLUSION

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

C09A RENT (OWNER - NON OCCUPIER OF PREMISES)

On number of months rent covered. Sum Covered RM (as per Schedule).

This coverage on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby covered against and the amount payable shall not exceed such proportion of the sum covered on Rent as the period necessary for reinstatement or repairs bears to the total number of months of rent covered.

C09B RENT (OWNER - OCCUPIER OF PREMISES)

On number of months expenses covered. Sum Covered RM (as per Schedule).

This coverage on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of fire or any other peril hereby covered against and the amount payable shall be the reasonable additional expenses necessarily incurred by the participant in renting an alternative premise elsewhere.

Provided that the total amount payable shall not exceed such proportion of the expenses covered as the period necessary for reinstatement or repairs bears to the total number of months expenses covered.

C09C RENT (TENANT - OCCUPIER OF PREMISES)

- (i) On number of months Rent covered. Sum Covered RM (as per Schedule).
- (ii) On number of months expenses covered. Sum Covered RM (as per Schedule).

This coverage on Rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of any fire or any other peril hereby covered against but only in the respect of the period necessary for reinstatement or repair and the amount payable shall not exceed:

- (i) the amount of Rent that the participant is legally liable for; and/or
- (ii) the reasonable additional expenses necessarily incurred by the participant in renting an alternative premise elsewhere

Provided the total amount recoverable under this extension shall not exceed the Sum Covered stated.

C010 COMPUTER SYSTEMS RECORDS

Computer systems records are covered 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 of the information contained therein.

C011 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 is entered in the Participant's books.

C012 PAWNBROKERS

In the event of destruction or damage to pledged goods by fire or any other peril hereby covered against the amount payable shall not exceed the amount advanced by the Participant on such goods plus twenty-five (25%) and the value of all goods which this clause applies shall be calculated on the same basis.

C013 ESCALATION CLAUSE

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution amounting to fifty percent (50%) of the contribution produced by applying the specified percentage to the first or the annual contribution as appropriate on the item(s), the sum(s) covered as per Schedule thereby shall, during the period of **Takaful**, be increased each day by an amount representing $1/365^{\text{th}}$ of the specified percentage increase per annum.

Unless specifically agreed to the contrary, the provisions of this Clause shall only apply to the sums covered in force at the commencement of each period of **Takaful**.

At each renewal date, the Participant shall notify **the Company**:

- (i) the sums to be covered under each item above, but in the absence of such instructions, the sums covered by the above items shall be those stated on the Certificate (as amended by any endorsements effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this clause during the period of **Takaful** up to that renewal date, and
- (ii) the specified percentage increase(s) required for the forthcoming period of **Takaful**, but in the absence of instruction to the contrary prior to renewal date, the existing percentage increase shall apply for the period of **Takaful** from renewal.

All the conditions of the Certificate except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

C015 AUTOMATIC RENEWAL CLAUSE

This Certificate is deemed to be automatically renewed and the appropriate contribution charged upon expiry unless otherwise instructed.

C016 REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 17 of the Certificate, it is hereby declared and agreed that in the event of the property covered under (items No(s) as per Schedule) of the Certificate being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) 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

1. 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 increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as **the Company** 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 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.
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 has 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 the Participant shall be considered as 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) The Participant fails to intimate to **the Company** within six (6) months from the date of destruction or damage, or such further times as **the Company** may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) The Participant is 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** or insurance effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.

C16A REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition 17 of the Certificate, it is hereby declared and agreed that in the event of the property covered under (items no(s) as per Schedule) of the Certificate being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) 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

1. 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 increase) 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 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Certificate if this clause had not been incorporated therein shall be made.
2. 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 clause had not been incorporated therein.
3. If the Sum Covered at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby covered against be less than eighty-five (85%) of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed then the Participant shall be considered as responsible for the difference between the sum covered and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Special Provision.
4. This clause shall be without force or effect if:
 - a) 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.
 - b) The Participant is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the Certificate if this clause 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** or insurance effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.
6. In the event that **the Company** is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause, **the Company** shall only make such payment in accordance with the Strata Titles Act, 1985 and Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

C018 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 17 of the Certificate, it is hereby declared and agreed that the **Takaful** by this Certificate extends to include such additional cost of reinstatement of the destroyed or damaged property thereby covered as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:

- (1) The amount recoverable under this Extension shall not include:
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:

- (i) in respect of destruction or damage occurring prior to the granting of this extension,
 - (ii) in respect of destruction or damage not covered by the Certificate,
 - (iii) under which notice has been served upon the Participant prior to the happening of the destruction or damage,
 - (iv) in respect of undamaged property or undamaged portions of property.
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen,
- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or within such further time as **the Company** may (during the said 12 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability, of **the Company** under this extension not being thereby increased.
- 3) If the liability of **the Company** under (any item of) the Certificate apart from this extension shall be reduced by the application of any of the terms and conditions of the Certificate then the liability of **the Company** under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of the Certificate shall not exceed the Sum Covered thereby.
- 5) All the conditions of the Certificate except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

C019 DECLARATION CERTIFICATES (SPECIAL CONDITIONS FOR DECLARATION CERTIFICATES)

1. In consideration of the contribution by this certificate being provisional in that it is calculated on hundred percent (100%) of the sum covered hereby and is subject to adjustment on expiry of each period of **Takaful**.
The Participant agrees to declare to **the Company** in writing the value of his stocks, less any amount covered by certificate other than declarations certificate, on the following basis agreed by **the Company** and to make such declaration within thirty (30) days from the agreed period of each calendar month, such declaration to be signed by the Participant or by a responsible person authorised to sign on his behalf.
If other Certificates on a declaration basis cover the stock hereby covered, the declarations shall be made so as to apportion to each Certificate a share of the value of the stocks covered under such declaration Certificates, pro-rata to the respective amounts named in the Certificates.
In the event of a declaration not being made within the thirty (30) days mentioned above then the Participant shall be deemed to have declared the sum covered hereby as the value at risk.
On the expiry of each period of **Takaful**, the contribution shall be calculated at the rate applicable on the average sum covered, namely, the total of the values declared or deemed to have been declared divided by the number of declarations due to have been made. If the resultant contribution is greater than the provisional contribution the Participant shall pay the difference: if it is less, the difference shall be repaid to the Participant but such repayment shall not exceed 50% of the provisional contribution.
2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
3. If at the time of any loss, there be any other subsisting **Takaful** or insurances on other than a declaration basis, whether effected by the Participant or by any other person or persons, covering the stocks hereby covered, this Certificate shall apply only to the excess of the value covered by such **Takaful** or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such which such excess (or, if there be other declaration **Takaful** or insurances covering the same stocks, a rateable

proportion of such excess), but not exceeding the sum covered hereby, bears to the total value of the stocks.

4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Participant shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. In the event of a loss occurring the Participant undertakes to pay extra contribution on the amount of any loss pro rata from the date of such loss to the expiry of the period of **Takaful**, the contribution being calculated at the rate applicable to the stocks destroyed and such extra contribution shall not be taken into account in, and shall be distinct from, the final adjustment of contribution.
6. In the event of this Certificate being cancelled by the Participant during its currency (whether stocks exists or not) the contribution to be retained by **the Company** shall be the appropriate short period contribution calculated on the average amount covered up to the date of cancellation, or 50% of the provisional contribution whichever is the greater but if the Certificate is cancelled by the Participant after a loss has occurred the contribution to be retained by **the Company** shall be pro-rata proportion of the contribution calculated on the average amount covered up to the date of cancellation plus the pro-rata proportion of the contribution from the date of loss to the expiry of the period of **Takaful** on the amount of the loss paid, or fifty percent (50%) of the provisional contribution whichever is the greater.
- 7) It is warranted that every other Certificate on a declaration basis covering the stocks covered hereby shall be identical in wording with this Certificate.
- 8) This **Takaful** is subject in all respects to the printed conditions of the Certificate except in so far as they may be varied by these Special Conditions.

C020 TEMPORARY STORAGE CLAUSE

The property (excluding buildings) covered under this Certificate is covered whilst temporarily stored anywhere in Malaysia and Singapore PROVIDED that:

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of **the Company** is limited to ten percent (10%) of the total sum covered or Ringgit Malaysia Five Thousand (RM500,000) whichever is the lower for property covered under this clause.
- (c) **the Company** shall not be liable for any loss or damage to the property whilst in transit (including the processes of loading and unloading incidental to such transit).
- (d) this **Takaful** does not apply to property in so far as it is otherwise covered nor does it apply to motor vehicles and motor chassis licensed for road use or being used on a road as defined in the Road Transport Act 1987 (Including accessories thereon).

C021 LEASING ENDORSEMENT

It is hereby understood and agreed that the Leasing Company (hereinafter referred to as the Lessors) are the owners of the property covered by item as per Schedule and that such property is the subject of a Leasing Agreement made between the lessors of the one part and the Participant of the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this endorsement could be payable to the Participant under this Certificate in respect of loss of or damage to the property (which loss or damage is not made good by repair, reinstatement or replacement under the terms of the Certificate) and such monies shall be paid to the Lessors as long as they are the owners of the property and their receipt shall be a full and final discharge to **the Company** in respect of such loss or damage. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Participant or **the Company** respectively under or in connection with this certificate.

NON CANCELLATION CLAUSE

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

C022 SMOKE DAMAGE ENDORSEMENT

Notwithstanding anything to the contrary contained in this Certificate, it is hereby declared and agreed that in consideration of the payment of an additional Takaful Contribution, the **Takaful** under item as per Schedule of this Certificate shall extend to include:

Destruction of or damage to the property covered (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus. In respect of loss or damage caused by the peril hereby covered against, **the Company** shall not be liable for the first Ringgit Malaysia Five Thousand (RM50,000) of each and every loss as ascertained after the application of any condition of average.

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

C023 BRAND, LABEL AND TRADEMARK CLAUSE

In the event of damage to property bearing a brand, label or trademark, the sale of which in any way carries a guarantee of the Participant, the salvage value of such damaged property shall be determined after the removal in the customary manner of all brands, labels and any trademarks which might be taken to indicate that the guarantee of the manufacturer or the Participant attaches to the said property.

C024 GOODS AND STOCKS UNDERGOING ANY HEATING OR DRYING PROCESS

Notwithstanding anything to the contrary contained in Condition 5(i)(b) of the Certificate, it is hereby understood and agreed that the **Takaful** under item as per Schedule of this Certificate shall extend to include loss or damage to the property occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discolouration of the property is excluded.

P25A SPRINKLER LEAKAGE (BUILDING)
P25B SPRINKLER LEAKAGE (CONTENTS)
P25C SPRINKLER LEAKAGE (BUILDING) (DELETION OF EXCLUSION D AND/OR E)
P25D SPRINKLER LEAKAGE (CONTENTS) (DELETION OF EXCLUSION D AND/OR E)

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby declared and agreed that the **Takaful** under this certificate extends to include loss of or damage to the property covered directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus.

Provided always that otherwise the **Takaful** under this endorsement and the Certificate shall be subject to all the terms, limitations, stipulations, exclusions, provisions and exceptions printed on, expressed in, endorsed upon or attached to the Certificate and that without in any way limiting the generality of the foregoing, the liability of **the Company** shall in no case under this endorsement exceed in respect of each item the sum expressed in the Schedule or in the whole the total Sum Covered.

This **Takaful** does not cover loss or damage occasioned by or through or in consequence of:

- (a) explosion, the blowing up of building or blasting.
- (b) the order of any authority.
- (c) heat caused by fire.
- (d) repairs or alterations to the buildings or premises.
- (e) the automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the building covered or containing the covered property becomes unoccupied and so remains for a period of more than thirty (30) days unless the Participant obtains the sanction of **the Company** signified by endorsement upon the Certificate.

SPECIAL CONDITIONS

1. The Participant shall at all times during the period of this Certificate take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signals.
2. **The Company** shall not be responsible for loss or damage which may occur after notice has been given to the Participant by **the Company** that the Sprinkler Installations is/are liable to accident by reason of defective construction or condition or if the Participant is himself aware of defect in construction or condition.

C027 INTERNAL REMOVAL CLAUSE

It is understood and agreed that in 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** on 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.

C28A OUTBUILDING CLAUSE – COMMERCIAL PROPERTY

The **Takaful** by each item under Buildings is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the coverage by each item under Contents extends to include the contents of each outbuilding.

C28B OUTBUILDING CLAUSE – PRIVATE DWELLING

Buildings is defined as "buildings of a Private Dwelling House at the premises and include the following:

- all domestic offices, stables
- garages and outbuildings on the same premises used solely in connection to it and on the same premises
- fixtures and fittings
- walls, gates and fences around the premises."

Private Dwelling House shall also refer to buildings of Flats and Apartments. When Blocks of Flats or Apartments are covered, Private Dwelling House will refer to the Private Flats or Apartments.

C029 APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed Ringgit Malaysia Five Thousand (RM5,000) or fifty percent (5%) of the sum covered whichever is the lesser amount by the item or items affected, no special inventory or appraisal of the undamaged property shall be required.

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

C030 VEHICLE LOAD CLAUSE

In the event of any of the Participant's vehicles being left loaded overnight whilst in or on the premises described in the specification hereto, **the Company** will indemnify the Participant in respect of such load in the event of loss or damage by any of the perils covered against by this Certificate.

C031 ALTERATIONS AND REPAIRS CLAUSE

Notwithstanding condition 9 (a), workmen are allowed on or about the covered property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

C032 AGGREGATE CONDITION OF AVERAGE CLAUSE

It is hereby noted and agreed that notwithstanding the declaration of individual sum covered within the Certificate, Condition 20 of this Certificate will apply as though reference to property therein is in respect of all properties of the same Participant at the same location covered therein. Accordingly, the sentence "Every item, if more than one, of the Certificate shall be separately subject to this condition" appearing in the text of Condition 20 is deemed to have been deleted.

C033 AGREED VALUE ENDORSEMENT FOR ART OBJECTS/PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS

It is hereby declared and agreed that in the event of the item(s) as per Schedule of property covered being totally lost, destroyed or damaged by any peril covered against, the liability of **the Company** shall not exceed the corresponding agreed value stated in the Schedule.

Notwithstanding anything contained in this certificate to the contrary, where any covered items consist of articles in a pair or set, **the Company** shall not be liable to pay more than the proportionate value of any particular parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set.

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

C034 OTHER TAKAFUL/INSURANCE CLAUSE

It is understood and agreed that the Participant shall be deemed to have complied with Condition 3 of this Certificate provided that he has declared to **the Company** the total amount of **Takaful/insurances** effected with other **Takaful/Insurance** Companies on the property hereby covered.

C035 PAIRS AND SETS CLAUSE

Notwithstanding anything contained in this certificate to the contrary, it is hereby declared and agreed that where any covered item consists of articles in a pair or set, **the Company** shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

Subject otherwise to the terms, exceptions and conditions of the certificate.

C038 TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)

It is hereby declared and agreed that this **Takaful** as to the interest of the Participant where the property covered is used or occupied by a tenant of the Participant, shall not be invalidated by any change of occupancy or increase of risk taking place in the property covered without the knowledge of the Participant provided that the Participant shall immediately on the same coming to his knowledge, give notice thereof to **the Company** and pay the additional contribution (if any) which may be required by **the Company** from the date of such increase of risk.

Subject otherwise to the terms and conditions of the Certificate.

C040 AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not covered by the Certificate which may be acquired by the Participant during the period of this Certificate is automatically held covered up to 10% of the Certificate limit or RM1 million, whichever is the lower, provided that the Participant shall advise **the Company** within thirty (30) days of any acquisition of any such properties and shall pay the additional contribution from the effective date of acquisition.

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

P043 WAIVER OF SUBROGATION RIGHTS OF THE COMPANY

In consideration of the payment of an additional contribution, **the Company** agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the entity(ies) as per Schedule. However, **the Company's** entitlement to enforce any rights and remedies or to obtain relief or indemnity from any other party(ies) by way of subrogation shall remain unaffected.

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

C046 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 or any other cause or event contributing concurrently or in any other sequence to the loss:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,

3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

C049 MARKET VALUE CLAUSE

It is hereby understood and agreed that in the event of a loss to the property covered herein, the limit of indemnity of **the Company** shall be the covered value or the market value of the property covered, whichever is the lower, subject to the deduction of any excess and amount which the participant is required to bear under the Certificate. For the purpose of this clause, the term market value shall mean the value of the property covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the property covered shall for the purpose of this clause be determined by a valuation obtained by **the Company** from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the property covered damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the property covered, the valuation shall be obtained from a Loss Adjuster registered under the Islamic Financial Services Act, 2013 (IFSA 2013) or Financial Services Act, 2013 (FSA 2013) or Registered Valuer under the Valuers, Appraisers and Estate Agents Act, 1981 and to be mutually appointed by both parties. The valuation of the property covered by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster registered under the Islamic Financial Services Act, 2013 (IFSA 2013) or Financial Services Act, 2013 (FSA 2013) or Registered Valuer under the Valuers, Appraisers and Estate Agents Act, 1981 shall be conclusive evidence in respect of the market value of the covered property in any legal proceedings against **the Company**.

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

W001 RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the period of this Certificate, no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

W01A RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)

Warranted that during the period of this Certificate, no part of the premises described herein be used for the manufacture or deposit or storage of merchandise except in direct relation to the activities of a club, school or office.

W01B RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)

Warranted that during the period of this Certificate, not more than 10% of the floor area of the premises covered herein be used for the manufacture or deposit or storage of merchandise.

W01C RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)

Warranted that during the currency of this Certificate not more than 20% of the floor area of the premises covered herein be used for the manufacture or deposit or storage of merchandise.

W01D RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)

Warranted that during the period of this Certificate, not more than 50% of the floor area of the premises covered herein be used for the manufacture or deposit or storage of merchandise.

W002 DETACHED BUILDING WARRANTY

Warranted that during the period of this Certificate, the building (containing the property) covered by (Item as per Schedule of) this Certificate is detached by the length (metres/feet) as per Schedule on all sides from any other building (excluding small outhouses).

W03A STORAGE OF HAZARDOUS GOODS WARRANTY A

Warranted that during the currency of this certificate, storage in the premises of the following materials is permitted only up to the limit of quantities stated below:

1. All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93° C (200° F). Limit 3600 litres (800 gallons)

2. All liquids including petrol giving off flammable vapour with flashpoint below 38 C (100 F). Limit 900 Litres (200 gallons)
3. Matches, carbides, liquified petroleum gas (LPG), spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc. Limit 30kg or 4 cases or cartons, whichever is higher.

W03B STORAGE OF HAZARDOUS GOODS WARRANTY B

Warranted that during the period of this Certificate, the storage of goods and the quantity of the goods stored in or upon the within mentioned premises are in compliance with the Regulations and Laws of Malaysia.

W04A STORAGE OF PETROL WARRANTY

Warranted that during the currency of this Certificate, the storage of petrol be in accordance with Government Regulations.

W04B RESTRICTION OF SPRAY PAINTING WARRANTY

Warranted that during the period of this Certificate, no spray painting or any process in connection therewith be carried on in the premises described herein.

W04C PRINTING PROCESS WARRANTY

Warranted that during the currency of this Certificate, no printing or any process in connection therewith be carried on in the premises described herein.

W006 MOTOR VEHICLE REPAIRS WARRANTY

Warranted that during the period of this Certificate, no repair work of any kind on motor vehicles and agricultural implements be carried on in the premises described herein.

W007 SOLVENT EXTRACTION WARRANTY

Warranted that during the period of this Certificate, no solvent extraction be carried on in the premises described herein.

W08A SMOKING, DRYING OR STORAGE OF RUBBER WARRANTY

Warranted that during the currency of this Certificate, no smoking, drying or storage of prepared rubber be carried on in the premises described herein but allowing the storage of liquid latex.

W08B SMOKING OR DRYING OF RUBBER BY ARTIFICIAL HEAT WARRANTY

Warranted that during the currency of this Certificate, no smoking of rubber or drying by artificial heat be carried on in the premises described herein.

W08C DRYING BY ARTIFICIAL HEAT WARRANTY C

Warranted that during the currency of this Certificate, no drying by artificial heat be carried on unless the furnace for heating and its flues be entirely outside the premises or separated therefrom by a brick, stone or concrete wall not less than 4½ inches thick passing through the roof, without openings except such as may be necessary for metal pipes, and the heat conveyed by steam, hot water or hot air not directly drawn from the furnace fire or from flue gases.

Note: Where, however, the heater house roof abuts the main buildings at a lower level than the main roof such wall need only be carried up to the eaves of the main roof.

W009 REMOVAL AND BURNING OF WOOD WASTES WARRANTY

Warranted that during the currency of this Certificate:

- (a) All shavings, sawdust and other refuse be removed from the premises regularly but not less than three (3) times a week and not allowed to accumulate.
- (b) No shaving, sawdust or other refuse be burned (other than in a brick, incinerator or furnace used in connection with the Participant's business) within 30 metres (100 feet) of any building forming part of the covered premises.

W010 BURNING OF SAWDUST (WITHIN 100 FEET) WARRANTY

Warranted that during the currency of this Certificate:

- (i) No power (other than electric);
- (ii) No artificial heat be used; and
- (iii) That shavings, sawdust and refuse be removed daily from the premises and be not burned (other than in a brick incinerator or furnace used in connection with the Participant's business) within 30 metres (100 feet) thereof.

W11A STORAGE OF UNHEWN LOGS (WITHIN 15 METRES) WARRANTY

Warranted that during period of this certificate, no unhewn logs be stored or stacked within 15 metres (50 feet) of the sawmill.

W11B STORAGE OF SAWN TIMBER (WITHIN 100 FEET) WARRANTY

Warranted that during currency of this Certificate, no sawn timber be stored or stacked within 30 metres (100 feet) of the sawmill.

W012 VACANT RISK WARRANTY

Warranted that at no time during the currency of this Certificate, shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever. It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.

W13A PLASTICS WARRANTY A

Warranted that during the currency of this Certificate no raw materials for the manufacture of plastics other than protein based resins, product based on formaldehyde or other aldehydes, polyamide resins, polycarbonate based resins, silicone resins, fluorocarbons, polyester resins including alkyd resins, polyvinyl acetate, polyvinyl butyrate, epoxy resins, amino resins will be used or stored in the within described premises.

W13B PLASTICS WARRANTY B

Warranted that during currency of this Certificate, no raw materials for the manufacture of plastics other than polystyrene; acetal resins; acrylic resins; acrylonitrile butadiene styrene (A.B.S) resins; ethyl cellulose; polypropylene; polythene/polyethylene; methyl methacrylate; cellulose acetate; cellulose acetate butyrate; cellulose propionate; polymethyl methacrylate; polyvinyl chloride will be used or stored in the within described premises.

W13C PLASTICS WARRANTY C

Warranted that during the currency of this Certificate, no nitrocellulose based plastics or foamed or expanded plastics be manufactured, used or stored in the within described premises.

W014 FUEL STORAGE TANKS INSTALLATIONS WARRANTY

Warranted that during the currency of this Certificate, the Fuel Storage Tank installation complies with the following regulations:

- (a) Tanks must be of steel and placed at least 2 feet below the surface of the ground and must be filled only from the open through oil-tight pipes fitted with screwed caps or valves.
- (b) Motor vehicles must stand in the open when their tanks are being filled.
- (c) No artificial light other than electric light may be used near tanks or pumps.

Note: The filling of tanks under balconies or verandahs is not to be considered as non-compliance with (a) and (b) above.

W015 STORAGE TANKS INSTALLATIONS WARRANTY

Warranted that during the currency of this Certificate, no mineral or rocks oils or liquid products or mixtures thereof giving off an inflammable vapour below 150°F (closed cup test) shall be stored or deposited in, or within 50 feet of any tank, barrels, tins or drums cover or the contents of which are covered hereby.

W016 CURING BARN (SOURCE OF FUEL) WARRANTY

Warranted that during the currency of this Certificate, the furnaces and/or stoves of the curing barns are fired by gas, oil and/or electricity.

W017 MANUFACTURE AND STORAGE OF PAINTS, ETC. WARRANTY

Warranted that during the currency of this Certificate, no manufacturing or storage of oils paints, enamel, lacquers, varnishes, varnish stains, cellulose paints or paint thinners, removers or renovators be carried on within the covered premises.

W018 USE & STORAGE OF FOAMED PLASTICS AND FOAMED RUBBER WARRANTY

Warranted that during the currency of this Certificate, no foamed plastic or foamed rubber or goods made therefrom be used or stored.

W019 REGULAR INSPECTIONS WARRANTY

Warranted that during the currency of this Certificate, the premises be inspected at the end of each day for smouldering matches, tobacco or other materials and signed reports made thereon by the employee(s) responsible for such inspection. The reports to be examined at least once each week by the Management.

W022 LIQUIFIED PETROLEUM GASES WARRANTY

Warranted that during the currency of this Certificate, relevant Government regulations dealing with storage or use of liquified petroleum gases shall be complied with at all times.

W023 USE OF ELECTRICITY AND/OR SOLAR POWER ONLY WARRANTY

Warranted that during the currency of this Certificate, no power other than electricity and/or solar power be used for heating purposes.

W24A SPRAY PAINTING WARRANTY A

Warranted that during the currency of this Certificate, in the part of the premises used for spray painting (and powder spraying in the event the risk involves two processes):

- (a) No cleaning off, mixing, spray painting (and powder spraying in the event the risk involves two processes), or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and adequately ventilated to the open by means of an exhaust fan or fans with sufficient fresh air inlets located near floor level, and that not more than one day's supply of paint, lacquer, solvent, diluents or thinner be deposited therein.
Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.
- (b) All paints, lacquer, petrol, solvents, diluents and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof (including any supports) of incombustible material and any communications should be fitted with door(s) of hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting, other than explosion-proof or flame-proof electric lights, be used.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or non-ferrous metal brushes or scrapers and the residue placed in water.

W24B SPRAY PAINTING WARRANTY B

In consideration of the payment by the Participant to **the Company** of an additional contribution, it is hereby agreed that spray painting (and powder spraying in the event the risk involves two processes) is allowed to be carried on in the premises described herein.

W25A POWDER SPRAYING WARRANTY A

Warranted that during the currency of this Certificate, in the part of the premises used for powder spraying:

- (a) No cleaning off, mixing, powder spraying or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and an adequate means of ventilation/pneumatic extraction system should be provided.

Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.

- (b) All electrical lightings and fittings in the powder spraying compartment should be of explosion/flame-proof types and no artificial lightings and other spark producing equipment should be used in the compartment.
- (c) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or non-ferrous metal brushes or scrapers and the residue placed in water.

W25B POWDER SPRAYING WARRANTY B

In consideration of the payment by the Participant to **the Company** of an additional Takaful Contribution, it is hereby agreed that powder spraying is allowed to be carried on in the premises described herein.

W027 SILENT RISK WARRANTY

Warranted that during the currency of this Certificate, the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on. It is further warranted that the covered premises not be used for the storage or deposit of goods.

W028 24 HOURS SECURITY GUARD WARRANTY

Warranted that during the currency of this certificate, the premises shall be protected by security guards who are:

- (a) In Uniform;
- (b) On Continuous 24-hours duty, including public holidays; and
- (c) With a minimum of one (1) guard per shift on duty at any time.

No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

A001 WARRANTY I - APPROVED PORTABLE EXTINGUISHERS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements I and Maintenance Requirements I are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General Requirements I

- (1) Portable fire extinguishers to be installed complying with UBBL, MS1539 or any other equivalent Standards/Rules approved by the fire authority.
- (2) The combined A rating of all portable fire extinguishers on each storey/floor must not be less than 0.065 x area of floor (square metre) of the storey/floor with an absolute minimum of 26A supplied by 2 portable fire extinguishers. This minimum may be reduced to 13A from one portable fire extinguisher for upper floors with areas less than or equal to 100 square metres in single-occupancy buildings.
- (3) For area where Carbon Dioxide extinguishers are more suitable, such as in electrical rooms, the equivalent A rating required of the room should be calculated based on (2). As a guide, 2 kg of Carbon Dioxide is equivalent to 1 kg of dry powder.
- (4) Portable fire extinguishers must be maintained in a fully charged and operating condition, and kept at their designated locations at all times when they are not being used.
- (5) Portable fire extinguishers must be located in such a way that they are readily accessible in the event of a fire. They should preferably be located along normal paths of travel including exits from an area.
- (6) Portable fire extinguishers must not be obstructed or obscured from view. Where visual obstruction cannot be completely avoided, means must be provided to indicate the location of the extinguishers.
- (7) Portable fire extinguishers may installed on hangers/brackets, mounted in cabinets, or set on shelves unless the extinguishers are of the wheeled type. Cabinets housing extinguishers must not be locked. Where extinguishers are subjected to malicious use, locked cabinets with emergency access may be used.

- (8) Each portable fire extinguisher must be securely attached with a valid certificate from the fire authority.

Maintenance Requirements I

Portable fire extinguishers must be inspected weekly to ensure that they comply with General Requirements for portable fire extinguishers. The portable fire extinguishers must be serviced at least once a year. Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

A002 WARRANTY II - HYDRAULIC HOSE REELS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements II and Maintenance Requirements II are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant.

No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General Requirements II

- (1) The hydraulic hose reels and/or internal hydrants must be sited in prominent and easily accessible positions at each floor level in such a way that no part of the floor is more than 6 metres (20 feet) from a hose nozzle when the hose is fully extended.
- (2) The flow rate at the most hydraulically remote hose reel or internal hydrant must not be less than 24 litres (5 gallons) of water per minute through a nozzle and capable of achieving a water throw of not less than 6 metres (20 feet).
- (3) The hoses for hydraulic hose reels must be of reinforced rubber and that for internal hydrants must be rubber lined. The hoses must not be less than 19.05 mm (0.75 inch) nor more than 31.75 mm (1.25 inch) internal diameter.
- (4) The hoses must not exceed 45 metres (148 feet) in length.
- (5) The hydraulic hose reels and/or internal hydrants must be permanently connected to a constant water supply.
- (6) Where the hydraulic hose reel and/or internal hydrant system is connected to a suction tank, the tank must be constantly filled with water. The minimum capacity of the tank must be 3,600 litres (800 gallons).
- (7) Where stationary pumps are provided the pumps must be capable of discharging at a rate of not less than 90.92 litres per minute (20 gallons per minute).
- (8) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (9) Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- (10) There must be kept on hand at all times sufficient fuel to run the pumps at full load for not less than four (4) hours and power must always be available for each stationary pump.

Maintenance requirements II

Weekly

The hose reels and/or internal hydrants must be inspected to ensure that they are not obstructed, remain usable and readily accessible at all times.

The pumps must be tested for automatic and manual starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

Every six months

The hose reels and/or internal hydrants must be inspected to ensure that the inlet valves, hoses and shut-off nozzles are free from leaks and in good condition and also to ensure that the outlet of the nozzles are not choked.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure it is clean.

The pumps and their associated mechanical equipment must be thoroughly checked to ensure that they are in good operating condition.

Annually

The hose must be completely run out and subjected to operational water pressure to ensure that the hose is in good condition. A flow test must be carried out to ensure that a discharge of at least 24 litres per minute (5 gallons per minute) is achieved. If it is not possible to test every hose reel and/or internal hydrant, at least the hose reel and/or internal hydrant at the hydraulically most remote point in the system must be tested.

A003

WARRANTY III - INTERNAL HYDRANTS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements III and Maintenance Requirements III are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements III

Internal hydrants as in item 1C constitute hydrants installed inside buildings of not more than 30.5 metres (100 feet) above fire appliance access level (usually ground level).

- (1) The internal hydrants must be positioned in such a way that no portion of the building floor is more than 15 metres (50 feet) from a hose nozzle when the hose is fully extended.
- (2) The internal hydrant system can be fed from an independent water supply having a minimum capacity of 54,552 litres (12,000 gallons) of water with manual or automatic pumps complying with General requirements VIII(9) or permanently connected to an adequate constant supply of water from the public mains.
- (3) The internal hydrant mains and hose for use in connection therewith must have a clear waterway of at least 63.5 mm (2½ inch) diameter.
- (4) Every internal hydrant must be provided with a canvas / rubberised hose of at least 30 metres (100 feet) length and a nozzle permanently connected to the internal hydrant or kept under cover in a convenient place nearby the internal hydrant.
- (5) The internal hydrants must be protected against mechanical impact damage.
- (6) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.

Maintenance requirements III

Weekly

The internal hydrants must be inspected to ensure that they are not obstructed, remain usable and readily accessible at all times.

All pumps must be tested for manual starting. In case of automatic pumps, these must be tested for automatic starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

Every six months

The hydrant valves, isolation valves and fire boxes must be inspected to ensure that these are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

Annually

Flow and pressure tests at the most remote internal hydrant must be carried out and test results recorded. Any significant deterioration in the flow and pressure of the internal hydrant system must be promptly rectified. The hydrant valve handwheels, glands, washers and indicator plates must be checked to ensure that these are in good condition.

A004 WARRANTY IV - DRY RISERS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements IV and Maintenance Requirements IV are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements IV

- (1) The dry riser must not be less than 100 mm (4 inch) in diameter in buildings in which the highest outlet is 23 metres (75 feet) or less above the fire brigade pumping inlet and not less than 150 mm (6 inch) diameter where the highest outlet is higher than 23 metres (75 feet) above the pumping inlet.
- (2) 100 mm (4 inch) diameter dry risers shall be equipped with a two way pumping inlet and 150 mm (6 inch) dry risers shall be equipped with a four way pumping inlet.
- (3) The dry riser landing valves must be provided inside the building at each level above the ground level.
- (4) The dry riser landing valves outlets must be at least 63.5 mm (2½ inch) diameter.
- (5) Each dry riser landing valve shall comprise at least 30 metres (100 feet) of canvas hose, 1 nozzle and 1 coupling kept under cover in a convenient place.

Maintenance requirements IVWeekly

The dry riser landing valves and breeching inlets must be inspected to ensure that they are not obstructed and remain accessible at all times.

Every six months

The dry riser breeching inlets, landing valves, canvas hoses, nozzles, couplings and drain valves including the glands and washers, landing valve boxes, locking arrangement to the inlet must be inspected to ensure that they are in good condition.

Annually

A wet test must be carried out using the top most landing valve of the dry riser. Any leak in the dry riser system must be promptly rectified.

A005 WARRANTY V - WET RISERS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements V and Maintenance Requirements V are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements V

- (1) The wet riser landing valves must be provided inside the building at each level above the ground level.
- (2) The number and disposition of the wet riser landing valves must be such that one is provided for every 900 square metre (9,700 square feet), or any part thereof, of the floor area at each level other than the ground floor.
- (3) Wet risers must have a clear waterway of at least 150 mm (6 inch) diameter and the outlet must be at least 63.5 mm (2½ inch) in diameter.
- (4) Each wet riser landing valve shall comprise at least 30 metres (100 feet) of canvas hose, 1 nozzle and 1 coupling kept under cover in a convenient place.
- (5) The wet riser system must be provided with supply of water from tank having a minimum capacity of 54,552 litres (12,000 gallons).
- (6) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.
- (7) Each pump connected to the wet riser system must be capable of discharging at a rate of not less than 1,500 litres per minute (330 gallons per minute) of water.
- (8) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (9) Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- (10) There must be kept on hand at all times sufficient fuel to run all the pumps at full load for not less than 4 hours and power must always be available for each pump.

Maintenance requirements V

Weekly

The wet riser landing valves, drain valves and breeching inlets must be inspected to ensure that they are not obstructed and remain accessible at all times.

The wet riser pumps must be tested for automatic and manual starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

Every six months

The wet riser landing valves, drain valves, canvas hoses, nozzles, couplings and isolation valves including the glands and washers, breeching inlets, locking arrangements to the inlet and landing valve boxes must be inspected to ensure that they are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

The booster pumps and their associated mechanical and electrical equipment must be thoroughly checked to ensure that they are in good operating condition.

Annually

A wet test to determine the static and running pressure of the top most landing valve of the wet riser must be carried out and test result recorded. Any significant deterioration in the pressure of the wet riser system must be promptly rectified. During the test, the system must be inspected for leaks.

A006

WARRANTY VI - AUTOMATIC FIRE ALARM AND DETECTION SYSTEMS

The Participant hereby warrants that there is an automatic fire alarm installation for the detection of fires in the premises and that during the currency of this Certificate such installation shall comply with the provisions laid out under General Requirements VI and Maintenance Requirements VI, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements VI

- (1) The spacing of the detectors shall be as follows:
 - a. For open areas, the horizontal distance from any point in the area to the detector nearest to that point should not exceed 5.3 metres (17 feet) for heat detectors or 7.5 metres (25 feet) for smoke detectors. For line or beam detectors, the distance should be taken as the distance to the nearest point on the line or beam.
 - b. In corridors less than 5 metres (16 feet) wide, the horizontal distance given in (1)a above may be increased by half the difference between 5 metres (16 feet) and the width of the corridor, e.g. in a corridor of 3 metres (10 feet) wide the distance may be increased by 1 metre (3 feet). A corridor wider than 5 metres (16 feet) should be treated as an open area as in (1)a above.
- (2) The detectors must be connected to a central fire control panel which in turn, must be linked directly to a Fire Services Department (BOMBA) station or alternatively the central fire control panel may be connected to a remote central monitoring station which must be directly linked to a BOMBA station. Under both circumstances the Insured must obtain a certification from the BOMBA or the remote central monitoring station certifying that their automatic fire alarm system is so connected.
- (3) The central fire control panel must be manned 24 hours a day. If the central fire control panel is connected to the BOMBA station via a remote central monitoring station, the remote central monitoring station must also be manned 24 hours a day and the Insured must obtain a certification to this effect.
- (4) The detectors and central fire control panel must be maintained in proper working order.
- (5) The detector head must be of the types approved by the Standard & Industrial Research Institute of Malaysia (SIRIM).

Maintenance requirements VI

Inspections must be carried out by a competent person weekly to ensure that:

- a. the detectors are not obstructed or painted over so as to prevent normal operation;
- b. no obstruction is placed within 0.3 metre (1 foot) horizontally or 0.6 metre (2 feet) below a detector head; and
- c. the detectors are protected against mechanical impact damage.

The central fire control panel must be inspected to ensure maintenance in good condition and all bulbs tested weekly to be in proper working order. Selected heat and smoke detectors must be tested monthly to ensure they are in proper working order. Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

A007**WARRANTY VII - MOBILE FIRE DRIVEN FIRE PUMPS**

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements VII and Maintenance Requirements VII are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements VII

- (1) The mobile pumps and associated equipment must always be available on the premises.
- (2) Mobile pumps must be capable of discharging water at a rate of not less than 900 litres per minute (200 gallons per minute) in aggregate.
- (3) Each mobile pump must be capable of discharging water at a rate of not less than 450 litres per minute (100 gallons per minute) to the highest point of the protected premises and must be provided with a full complement of hoses and nozzles, and adequate constant supply of water.
- (4) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the appliances.
- (5) Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
- (6) There must be kept on hand at all times sufficient fuel to run the pumps at full load for not less than 4 hours.
- (7) The use of the mobile pumps must be restricted to fire extinguishment and fire fighting training only.

Maintenance requirements VIIWeekly

All pumps must be tested for manual starting. They must be run for the recommended period to reach maximum operating temperatures, in any case, not less than 5 minutes when tested. Power supplies, batteries and battery charges must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant must be inspected and topped up if necessary.

Every six months

Where water is obtained from a water storage tank, the tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

A008**WARRANTY VIII - EXTERNAL HYDRANTS**

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements VIII and Maintenance Requirements VIII are complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements VIII

- (1) External hydrants must be positioned not more than 23 metres (75 feet) away from the external wall of the building.
- (2) There must be at least one hydrant for every 76 metres (250 feet) of external wall measurement of the building.

- (3) There must be at least one opening for every 76 metres (250 feet) of external wall measurement of the building for purpose of fire fighting.
- (4) The external hydrant system can be fed from an independent water supply having a minimum capacity of 54,552 litres (12,000 gallons) of water with manual or automatic pumps complying with General requirements VIII(9) or permanently connected to an adequate constant supply of water from the public mains.
- (5) The hydrant mains and hose for use in connection therewith must have a clear waterway of at least 63.5 mm (2½ inch) diameter.
- (6) Every hydrant must be provided with at least 1 canvas/rubberized hose of at least 30 metres (100 feet) length, 1 nozzle and 1 coupling kept under cover in a convenient place. However, there must be a minimum of 4 hoses of 30 metres (100 feet) length each, 2 nozzles and 2 couplings for each protected premises.
- (7) The hydrants must be protected against mechanical impact damage.
- (8) A trained private fire brigade complying with General requirements IX must be available at all times in the premises to operate the system.
- (9) Requirements for hydrant pumps
 - a. Each pump connected to the hydrant system must be capable of discharging at a rate of not less than 900 litres per minute (200 gallons per minute) of water.
 - b. Each pump must be housed in an easily accessible position where it will not be liable to be damaged by fire or otherwise.
 - c. Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
 - d. There must be kept on hand at all times sufficient fuel to run all the pumps at full load for not less than 4 hours and power must always be available for each pump.

Maintenance requirements VIII

Weekly

The hydrants must be inspected to ensure that they are not obstructed by parking of vehicles, loading, unloading or storage of goods and remain accessible at all times.

All pumps must be tested for manual starting. In the case of automatic pumps, these must be tested for automatic starting. They must be run for the recommended period to reach maximum operating temperature. In the case of diesel engine driven pumps, they must be run for not less than 5 minutes when tested.

Power supplies, batteries and battery chargers must be inspected to ensure these are in good condition and the battery water level topped up if necessary.

Fuel, oil and coolant levels must be inspected and topped up if necessary.

Every six months

The hydrant valves, isolation valves, fire boxes and associated equipment must be inspected to ensure that these are in good condition.

The water storage tank must be inspected to ensure that there is no debris inside the tank and that the tank and the water level indicator(s) are in good condition.

The water in the storage tank must be inspected to ensure that it is clean.

Annually

Flow and pressure tests of all the external hydrants must be carried out and test results recorded. Any significant deterioration in the flow and pressure of the hydrant system must be promptly rectified. The hydrant valve handwheels, glands, washers, pits, frames, covers and indicator plates must be checked to ensure that these are in good condition. On completion pits must be left empty and clean.

A009

WARRANTY IX - PRIVATE FIRE BRIGADE

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements IX are fully complied with, in consideration of which an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements IX

- (1) A trained Private Fire Brigade must comprise not less than six (6) persons available in every shift.
- (2) "Trained" is defined as having undergone a fire fighting course which provides training in the usage of the fire fighting facilities provided in the premises.

- (3) The Private Fire Brigade must carry out fire fighting drills at least once in 6 months utilising the fire fighting facilities provided in the premises.

A010 WARRANTY X – AUTOMATIC SPRINKLER INSTALLATION-UNDER PARTICIPANT'S CONTROL

The Participant hereby warrants that there is in the aforesaid covered premises an approved automatic sprinkler installation complying with Maintenance Requirements IX and internal appliances according to General Requirements I (Portable Extinguishers and/or Buckets) for the extinction of fires and that during the currency of this Certificate such installation shall be kept in proper working order and the pump sets are put on automatic mode at all times. In consideration of the above warranty and subject to periodic reports as prescribed in the duly authorised form as to the efficiency of the installation, an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

Maintenance requirements X

The sprinkler system must be maintained and tested weekly in accordance with the PIAM Automatic Sprinkler Installation Weekly Test Card as outlined below: -

1. Inspection must be carried out by a designated personnel to ensure that:
 - the sprinkler heads are free from paint, white wash or other coating.
 - the sprinkler heads are not obstructed by storage of goods etc. and sufficient clearance must be maintained below sprinkler heads.
 - the sprinkler water storage tank is clean without debris inside, the water level indicators and ball valve are in good condition and the water level is adequate.
 - all the control valves in the sprinkler system are secured in their appropriate position.
 - power supplies, batteries and battery chargers are in good condition and the battery water level topped up if necessary.
 - fuel, oil and coolant levels topped up if necessary.
2. The pumps must be tested for manual starting and automatic starting. The pumps must be run for the recommended period to reach maximum operating temperature.
3. The turbine alarm (alarm gong) and electric alarm (transmitted direct to Fire Station) must be tested to ensure that these are in good working condition.

In addition to the above weekly maintenance procedures, a flow test must be carried out on a monthly basis to ensure that the sprinkler system is capable of providing sufficient flow and pressure at the highest and most remote parts of the protected premises.

Note: Immediate notice must be given to **the Company** should the water supply(ies) be turned off or the sprinkler installation(s) be rendered inoperative from any cause.

A011 WARRANTY XI – AUTOMATIC SPRINKLER INSTALLATION-NOT WHOLLY UNDER PARTICIPANT'S CONTROL

The Participant hereby warrants that there is in the aforesaid covered premises an approved automatic sprinkler installation complying with Maintenance Requirements IX and internal appliances according to General Requirements I (Portable Extinguishers and/or Buckets) for the extinction of fires and that during the currency of this Certificate such installation under his/their control shall kept in proper working order.

In consideration of the above warranty and subject to periodic reports as prescribed by the Association in the duly authorised form as to the efficiency of the installation being supplied by the Participant for approval by **the Company**, an allowance on the Takaful Contribution is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

Maintenance requirements III

The sprinkler system must be maintained and tested weekly in accordance with the PIAM Automatic Sprinkler Installation Weekly Test Card as outlined below: -

1. Inspection must be carried out by a designated personnel to ensure that:
 - the sprinkler heads are free from paint, white wash or other coating.
 - the sprinkler heads are not obstructed by storage of goods etc. and sufficient clearance must be maintained below sprinkler heads.
 - the sprinkler water storage tank is clean without debris inside, the water level indicators and ball valve are in good condition and the water level is adequate.

- all the control valves in the sprinkler system are secured in their appropriate position.
 - power supplies, batteries and battery chargers are in good condition and the battery water level topped up if necessary.
 - fuel, oil and coolant levels topped up if necessary.
2. The pumps must be tested for manual starting and automatic starting. The pumps must be run for the recommended period to reach maximum operating temperature.
 3. The turbine alarm (alarm gong) and electric alarm (transmitted direct to Fire Station) must be tested to ensure that these are in good working condition.

In addition to the above weekly maintenance procedures, a flow test must be carried out on a monthly basis to ensure that the sprinkler system is capable of providing sufficient flow and pressure at the highest and most remote parts of the protected premises.

Note: Immediate notice must be given to **the Company** should the water supply(ies) be turned off or the sprinkler installation(s) be rendered inoperative from any cause.

CTAK**CO-TAKAFUL CLAUSE**

The **Takaful/Insurance Companies** hereby severally agree, each for their respective proportion or share of participation set against its name, to indemnify the Participant/Insured by payment or at the option of the **Takaful/Insurance Companies** by reinstatement, repair or replacement in accordance with the terms, exclusions, exceptions and conditions hereunder or endorsed herein or contained in the Certificate of **Takaful/Insurance Policy**.

Provided that:

1. The liability of the **Takaful** or Insurance Company(s) under this contract is several and not joint with other **Takaful** or Insurance Company(s) being party to this contract. The **Takaful** or Insurance Company(s) is liable only for the proportion of liability it has underwritten. The **Takaful** or Insurance Company(s) is not jointly liable for the proportion of liability underwritten by any other **Takaful** or Insurance Company(s) nor is a **Takaful** or Insurance Company(s) otherwise responsible for any liability of any other **Takaful** or Insurance Company(s) that may underwrite this contract.
2. The liability of each of the **Takaful/Insurance Company** individually in respect of such loss shall be limited to the proportion set against its name.

It is further agreed that the Follower **Takaful/Insurance Companies** shall be subject to and follow the same intention, risks, terms, exclusions, exceptions, conditions, warranties, clauses, valuation, amendments and or alteration of any description or any decisions as may be made by the Leader **Takaful/Insurance Company** irrespective of any variation or difference in terminology under either the Islamic Financial Services Act (IFSA) 2013 or the Financial Services Act (FSA) 2013 as the case may be or as applicable thereof.

Notwithstanding that the **Takaful/Insurance Companies** hereby attest to the intention and meaning of the Special Memorandum as lodged with them, the Leader shall be entitled to investigate, settle, compromise, control, discharge or repudiate any claims and to institute, prosecute, defend, settle and compromise any proceedings in respect of any risk and/or interest arising from this Certificate under the applicable provisions of either the IFSA 2013 or FSA 2013 or both as the case may be or as applicable therefor.

To the extent the Leader is liable to pay under this Certificate to that extent the Follower shall follow the fortunes of the Leader in all respects all loss or damage provided for by this Certificate.

Name of Leader and Follower(s) together with the Share of Participation are as per Schedule.

SPECIAL MEMORANDUM

The Special Memorandum serves to encapsulate the intentions and arrangements that were discussed and agreed upon between the parties as per Schedule and with whom it shall be lodged with or without altering, reducing or amending the rights and duties of each party under the **Takaful** Certificate or Co **Takaful** Certificate No as stated in the Schedule issued or signed accordingly under the provisions of the IFSA 2013 and/or FSA 2013.

It has been agreed that:

1. For the purpose of determining any liability to indemnify the Participant under a certificate of **Takaful** including as prescribed by any endorsement attaching thereto, all parties shall primarily refer to a certificate or conventional language as normally issued under the provisions of the IFSA 2013 or FSA 2013 and signed on by all company for their respective share of participation of such liability, all loss or damage provided for by this Certificate.
2. For the purpose of determining any entitlement under Cash Back to the favour of the Participant, the Co **Takaful** Certificate(s) and any attachment thereto issued by Syarikat Takaful Malaysia Am Berhad (STMAB) shall be referred to and it is hereby understood that the rate of Cash Back returns shall be proportionate to the Co **Takaful** share of participation.
3. In as far the required presence of representatives of **the Company** is concerned, in particular for meetings with the Participant or its representative or for any other official occasion or functions related to matter of **Takaful**, STMAB may be called upon to act as the spokesperson without prejudice to the rights and duties of each **Takaful** Operator.
4. The Leader shall perform its obligations as prescribed under the Co **Takaful** Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all Followers for their own rightful purpose or for the benefit of the Participant.
5. The Leader and Follower shall agree to nominate an internationally recognised and licensed loss adjuster or panel of such loss adjusters which is/are acceptable to the Participant.
6. Notwithstanding the above arrangement, the Broker (as named in the Schedule) shall retain its rights and perform its duties as the appointed **Takaful** Broker for the Participant. Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed or to be prescribed from time to time by the Malaysian Authorities.

ADDITIONAL CONDITIONS

1. DISTRIBUTION OF SURPLUS

- a. Any distributable surplus arising from the **GTF**, as determined by **the Company**, 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 **the Company** as performance incentive based on **Ju'alah**.
- b. The Participant 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, the Participant are agreeable to waive the Participant entitlement and such amount will be credited to the **GTF** by **the Company**. 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 forty-three percent (43%) 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 APPEAL**1. ENQUIRIES /COMPLAINTS HANDLING**

If the Participant has any enquiry or complaint pertaining to any matter related to the certificate, the Participant may refer to **the Company's** Customer Service Unit (CSU) at:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)],
27th 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
Website: www.takaful-malaysia.com.my/en/

2. AVENUE OF CLAIM APPEAL

If the Participant needs further clarification or not satisfied with **the Company's** claim decision, please contact **the Company's** Customer Service Centre at 1-300-88-252-385 or email to **the Company** at csu@takaful-malaysia.com.my and **the Company** will provide its response accordingly. For appeal cases, **the Company** will escalate the same to **the Company's** senior management for review and provide their response once the Participant's appeal has been decided / concluded by **the Company**.

In the event that the Participant is not satisfied with the final decision with regard to his/her appeal, the Participant 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 **the Company's** decision.

Financial Markets Ombudsman Service (FMOS) (Formerly known as Ombudsman for Financial Services) [200401025885 (664393-P)]

Level 14, Main Block, Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Webform Address: <https://www.fmos.org.my/en/feedback.html>
Website: www.fmos.org.my

BNM Laman Informasi Nasihat dan Khidmat (BNMLINK)

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465 (BNMLINK)
Fax: 03-2174 1515
BNMLINK Webpage: [Enquiries or Complaints - Bank Negara Malaysia](#)

DEFINITION OF WORDS HIGHLIGHTED IN THE CERTIFICATE**1. General Takaful Fund or GTF**

This 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.

2. Hibah

This 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**.

3. Ju'alah

This 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 distributable surplus arising from the **GTF** as performance incentive for **the Company's** achievement in managing the **GTF** which results in the surplus.

4. Qard

This 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, **the Company** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.

5. Tabarru'

This 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**.

6. Takaful

This 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.

7. The Company

This refers to **SYARIKAT TAKAFUL MALAYSIA AM BERHAD**.

8. Wakalah

This 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.