

# Z Max Business Takaful Certificate

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**For Consumer Takaful Contracts (Takaful wholly for purposes unrelated to the Participant's trade, business or profession)**

This Certificate is issued in consideration of the contribution made as specified in the Certificate Schedule and pursuant to the answers provided in Participant's 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 Participant's Proposal Form (or when the Participant applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures provided by the Participant shall form part of this contract of Takaful between the Participant and **ZURICH GENERAL TAKAFUL MALAYSIA BERHAD** (hereinafter called "the Takaful Operator"). However, in the event of any pre-contractual misrepresentation made in relation to the Participant's answers or in any disclosures provided by the Participant, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of Takaful as agreed between the Participant and the Takaful Operator.

**For Non - Consumer Takaful Contracts (Takaful for purposes related to the Participant's trade, business or profession)**

This Certificate is issued in consideration of the contribution made as specified in the Certificate Schedule and pursuant to the answers provided in the Participant's 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 Participant's Proposal Form (or when the Participant applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures provided by the Participant shall form part of this contract of Takaful between the Participant and **ZURICH GENERAL TAKAFUL MALAYSIA BERHAD** (hereinafter called "the Takaful Operator"). In the event of any pre-contractual misrepresentation made in relation to the Participant's 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 Takaful Operator.

The Takaful Operator agrees subject to the Terms, Limits, Exceptions, Provisions and Conditions contained herein or endorsed or otherwise expressed under each Section of this Certificate, the Takaful Operator will pay or make good or indemnify the Participant for loss or damage of Participant's property or legal liability against the third party as further described by each Section which happen during the Certificate period stated in the Schedule or during further period agreed by the Takaful Operator provided that the limit in no case exceed the Sum Covered stated in the Schedule or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of the Takaful Operator.

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# The Certificate Cover

## Hotel

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

**PROVIDED THAT** the liability of the Takaful Operator 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 Takaful Operator.

**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 Takaful Operator to make any payment under this Certificate.

The Sections available under this Certificate are:

<b>SECTION 1.1 COMPULSORY</b>	<b>FIRE</b>
<b>SECTION 1.2 OPTIONAL</b>	<b>FIRE CONSEQUENTIAL LOSS</b>
<b>SECTION 1.3 OPTIONAL</b>	<b>EQUIPMENT ALL RISKS</b>
<b>PACKAGE COVER COMPULSORY</b>  <b>SECTION 2.1</b> <b>SECTION 2.2</b> <b>SECTION 2.3</b> <b>SECTION 2.4</b>  <b>SECTION 2.5</b>	<b>BURGLARY</b> <b>MONEY</b> <b>FIDELITY GUARANTEE</b> <b>PUBLIC LIABILITY</b>  <b>ADDITIONAL BENEFITS:</b> <b>I. ANTI-THEFT SYSTEM REPLACEMENT</b> <b>II. CLEANING COST</b> <b>III. PERSONAL EFFECT</b> <b>IV. PLATE GLASS</b>
<b>OPTIONAL COVER</b>  <b>SECTION 3.1</b> <b>SECTION 3.2</b> <b>SECTION 3.3</b> <b>SECTION 3.4</b>	<b>EMPLOYER'S LIABILITY</b> <b>GOODS IN TRANSIT</b> <b>GROUP PERSONAL ACCIDENT</b> <b>PRODUCT LIABILITY</b>

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE CERTIFICATE

### 1. DUTY OF DISCLOSURE

#### **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 Takaful Operator's decision in accepting the risks and determining the rates and terms to be applied.

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

### 2. AQAD

Takaful Operator will manage Your takaful contributions by charging a Gross Wakalah Fee as approved by the regulatory authorities under the principle of Wakalah, and subsequently continue to be placed into Takaful fund through General Risk Investment Account (**GRIA**). If at end of the period of Takaful stated in the Schedule attached to the Certificate, there is a net surplus in the **GRIA**, fifty percent (50%) of the net surplus shall be shared under the contract of Hibah proportionately among Participants that have not incurred any claim and/or not received any benefits under the same class of risk as stated in the aforesaid Schedule whilst the Certificate is in force.

**All retail participants** who renew the certificate after expiry and have not incurred any claims during the previous coverage period are eligible for surplus distribution.

**All corporate participants** who renew the certificate after expiry and have not incurred any claims more than 30% of gross contribution during the previous coverage period are eligible for surplus distribution.

In the event of insufficient balance in General Risk Investment Account (**GRIA**) to pay for Your Takaful Benefits during the Period of Takaful, We will make good the balance in the **GRIA** under the principle of Qard (loan) provided that the insufficiency is not due to Our negligence. If the insufficiency is due to Our negligence, We will make an outright transfer for the insufficiency. You further agree that Your future surplus arising from the **GRIA** during Your Takaful period can be used to pay for outstanding Qard in **GRIA** (if any) to Us.

### 3. ARBITRATION

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 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.

### 4. CANCELLATION CLAUSE

This Takaful may be terminated at any time at the request of the Participant, in which case the Takaful Operator will retain pro-rated contribution for the time the Certificate has been in force. This Takaful may also be terminated at the option of the Takaful Operator by sending fourteen (14) days' notice by registered letter to the Participant at his last known address, in which case the Takaful Operator shall be liable to return on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation. The amount to be returned upon termination of the Certificate shall be subject to the pro-rated contribution to be retained by the Takaful Operator.

## 5. CHANGE IN RISK

Under any of the following circumstances the Takaful ceases to attach as regards the property affected unless the Participant, before the occurrence of any loss or damage, obtains the sanction of the Takaful Operator signified by endorsement upon the Certificate, by or on behalf of the Takaful Operator:

- (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 covered property 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 covered property 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.

## 6. CLAIMS PROCEDURE

On the happening of any loss or damage the Participant shall forthwith give notice thereof to the Takaful Operator and shall within fifteen (15) days after the loss or damage, or such further time as the Takaful Operator may in writing allow in that behalf, deliver to the Takaful Operator:

- (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 if any.

The Participant shall also at all times at his own expense produce, procure and give to the Takaful Operator 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 Takaful Operator as may be reasonably required by or on behalf of the Takaful Operator 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.

## 7. CONTRIBUTION

If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Takaful or Takafuls, whether effected by the Participant or by any other person or persons, covering the same property, the Takaful Operator shall not be liable to pay more than its rateable proportion of such loss or damage.

## 8. CONTRIBUTION CLAUSE

No any contribution shall be deemed to be made to the Takaful Operator unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Takaful Operator shall have been given to the Participant.

## 9. CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Certificate that the contribution due must be made and received by the Takaful Operator within sixty (60) days from the inception date of this Certificate/Endorsement/Renewal Certificate.

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

Where the contribution made pursuant to this warranty is received by an authorised agent of the Takaful Operator, the contribution shall be deemed to be received by the Takaful Operator for the purposes of this warranty and the onus of proving that the contribution made was received by a person, including a Takaful agent, who was not authorised to receive such contribution shall lie on the Takaful Operator.

Subject otherwise to the terms and conditions of this Certificate.

## 10. DATE RECOGNITION CLAUSE

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

- (a) The Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/ or software as listed above to:
  - (i) correctly recognize any date as its true calendar date,
  - (ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date, and/or
  - (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) It is further understood that the Takaful Operator 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 Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

(d) It is further understood that the Takaful Operator will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

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

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

#### **11. EXCLUSION**

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 organisation(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 Takaful Operator alleges that by reason of the provisions of this condition any loss or damage is not covered by this Certificate, the burden of proving that such loss or damage is covered shall be upon the Participant.

#### **12. FRAUD**

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 any one 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 General Condition 3 of this Certificate) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Certificate shall be forfeited.

#### **13. TAX**

All Contribution and fees that should be made under this Certificate may be subject to Tax. If Tax is imposed, it will be stated in the invoice and Zurich General Takaful Malaysia Berhad reserves the right to claim or collect the Tax from the Participant in addition to the Contribution and/or fees that should be made under this Certificate.

Tax shall mean any present or future, direct or indirect, tax levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority of Malaysia.

#### **14. IDENTIFY/DISPLACEMENT**

All Takaful under this Certificate:

- (a) on any building or part of any building,
- (b) on any property contained in any building,
- (c) 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,
- (d) of such building or of any part thereof,
- (e) 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 leave 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.

#### **15. JURISDICTION CLAUSE**

The Indemnity expressed in this Certificate shall not apply to or include:

- (a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia,
- (b) costs and expenses of litigation recovered by claimants from the Participant which are not incurred in and recoverable in Malaysia.

## **16. MARINE CLAUSE**

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.

## **17. MARKET VALUE (Applicable to all Sections except Sections 1.2, 2.3, 2.6, 2.7, 3.1 and 3.2)**

In the event of a loss to the property Covered (other than stock and building item) herein, the Takaful Operator shall pay the Participant value or the market value of the covered property, whichever is the lower, subject to the deduction of any excess and amounts 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 covered property shall for the purpose of this condition be determined by a valuation obtained by the Takaful Operator 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 covered property 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 Covered property, the valuation shall be obtained from a Loss Adjuster registered under the Islamic Financial Services Act 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 covered property by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster registered under the Islamic Financial Services Act 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 Takaful Operator.

## **18. MEANING**

This Certificate and the Schedule herein shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Certificate or of the said Schedule shall bear such meaning wherever it may appear.

## **19. NOTICE TO TAKAFUL OPERATOR**

Every notice and other communication to the Takaful Operator required by these Conditions must be written or printed.

## **20. NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010 (PDPA)**

The Personal Data Protection Act 2010 (hereinafter referred to as "the Act"), which regulates the processing of personal data in commercial transactions, applies to Zurich General Takaful Malaysia Berhad ("hereinafter referred to as "the Takaful Operator"). You may make inquiries, complaints, request for access, update, correct or change any of your personal data, limit the processing of your personal data and/or to opt out of the Takaful Operator use at any time hereafter by submitting such request to us by sending an email to [callcentre@zurich.com.my](mailto:callcentre@zurich.com.my). Requests for opt-out must state clearly the full name, identity document number, Certificate number, telephone number and address of the person making such request.

The processing of your personal data is subject to Zurich General Takaful Malaysia Berhad's Personal Data Protection Notice, as published on Corporate website [www.zurich.com.my](http://www.zurich.com.my)

## **21. OPTION OF SETTLEMENT**

The Takaful Operator 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 Operator or Insurers in so doing; but the Takaful Operator 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 Takaful Operator 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 Takaful Operator thereon.

If the Takaful Operator so elect to reinstate or replace any property the Participant shall, at his own expense, furnish the Takaful Operator with such plans, specifications, measurements, quantities, and such other particulars as the Takaful Operator may require, and no acts done, or caused to be done by the Takaful Operator with a view the reinstatement or replacement shall be deemed an election by the Takaful Operator to reinstate or replace.

If in any case the Takaful Operator 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 Takaful Operator 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.

## **22. OTHER TAKAFUL**

The Participant shall give notice to the Takaful Operator of any Takaful/Takafuls or Insurance/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 Takaful Operator in this Certificate before the occurrence of any loss or damage.

## **23. POLLUTION/CONTAMINATION**

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:

- (a) Pollution or contamination which itself results from a contingency hereby covered against.
- (b) Any contingency hereby covered against which itself results from pollution or contamination.

## **24. PROPERTY DAMAGE CLARIFICATION CLAUSE (Applicable to all Sections except Sections 1.2, 2.3, 2.6, 2.7, 3.1 and 3.2)**

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.

#### **25. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

This Takaful 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:

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

#### **26. REINSTATEMENT OF SUM COVERED**

In the event of a loss, the Takaful hereunder shall be maintained in force for the full sum covered and the Participant shall be liable to make an additional 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.

#### **27. SANCTIONS CLAUSE**

Notwithstanding any other terms under this agreement (Certificate), no Takaful Operator shall be deemed to provide coverage or will make any payments or provide any service or benefit to any Participant or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Participant would violate any applicable trade or economic sanctions law or regulation.

#### **28. SUBROGATION**

The Participant shall, at the expense of the Takaful Operator, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Takaful Operator for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Takaful Operator 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 Takaful Operator.

#### **29. SHARIAH COMPLIANT RISK**

The Takaful Operator shall not be liable for claims directly or indirectly caused by or which results from the Participant engaging in or taking part in any other events prohibited by Shariah principles.

#### **30. TAKAFUL OPERATOR'S RIGHT**

On the happening of any loss or damage to any of the property covered by this Certificate, the Takaful Operator 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 Takaful Operator 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 Takaful Operator 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 Takaful Operator or shall hinder or obstruct the Takaful Operator 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 Takaful Operator whether taken possession of by the Takaful Operator or not.

#### **31. TIME LIMITATION**

In no case whatever shall the Takaful Operator 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.

#### **32. TREATMENT OF SMALL CONTRIBUTION AMOUNT**

For any amount due and payable to You which is less than the value of Small Contribution Amount, We will donate such amount of money to charity as approved by Our Shariah Committee. However, if You decide otherwise, You are required to submit a formal request to Us. The value of Small Contribution Amount is subject to be approved by Our Shariah Committee.

#### **33. NOTICE OF OTHER TAKAFULS**

You must inform Us of any other takaful that You have subscribed at the time of participating this takaful, and also during the period of this takaful, covering any of the same property covered under this Certificate.



## SECTION 1.1 – FIRE

In consideration of the Takaful contribution made by the Participant to the Takaful Operator, THE TAKAFUL OPERATOR 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, the Takaful Operator 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 Takaful Operator shall, in no case, exceed in respect of each item the Sum Covered or the Total Sum Covered in the Schedule or such other sum as may be substituted by endorsement attached hereto.

### SPECIAL EXCLUSIONS

1. 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 Special Exclusion 2(f)] or by its undergoing any heating or drying process.
  - (c) Loss or damage occasioned by or through or in consequence of:
    - i) The burning of property by order of any public authority,
    - ii) Subterranean Fire.
2. Unless otherwise expressly stated in this 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, coins or paper money, cheques, books of account 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.

In any action, suit or other proceeding where the Takaful Operator 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.

### SPECIAL EXTENSIONS

1. The Takaful 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 Takaful Operator 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.

## SECTION 1.2 – FIRE CONSEQUENTIAL LOSS

THE TAKAFUL OPERATOR AGREES (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Participant at the Premises for the purpose of the Business be destroyed or damaged by:

1. Fire,
2. Lightning,
3. Explosion, in a building in which gas is not generated and which does not form part of any gasworks, of gas used therein for illuminating or domestic purposes.

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Takaful or any subsequent period in respect of which the Takaful Operator agrees to accept the contribution required for the renewal of this Certificate and the Business carried on by the Participant at the premises be in consequence thereof interrupted or interfered with.

THEN THE TAKAFUL OPERATOR will pay to the Participant in respect of each item in the schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

PROVIDED THAT at the time of the happening of the Damage there shall be in force Takaful covering the interest of the Participant in the property at the premises against such damage and that payment shall have been made or liability admitted therefor under such Takaful.

AND THAT the liability of the Takaful Operator shall in no case exceed in respect of each item the sum expressed in the said Schedule to be Covered thereon or in the whole the total sum covered hereby or such other sum or sums as may hereafter be substituted therefor by memorandum signed by or on behalf of the Takaful Operator.

## SPECIAL EXCLUSIONS

### 1. DISPLACEMENT

Immediately upon any fall or displacement:

- (a) of any building Damage to which might give rise to a claim under this Certificate,
- (b) of any part of such building,
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part.

The Takaful under this Certificate shall cease in respect of loss resulting from Damage to such building or property therein.

PROVIDED THAT:

- (i) 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 Damage or is otherwise material,
- (ii) Such fall or displacement is not caused by Damage, loss resulting from which is covered by this Certificate or would be covered if such building or range of buildings or structure were included in the Premises to which this Certificate refers.

If any claim be made upon this Certificate in consequence of Damage whether occurring before, during or after such fall or displacement the Participant shall produce such proof as may reasonably be required that the loss was not, either in origin or in extent, directly or indirectly, proximately or remotely; occasioned by or contributed to by any such fall or displacement and did not either in origin or extent, directly or indirectly, proximately or remotely, arise out at or in connection with any such fall or displacement.

### 2. EXCLUDED INTERRUPTION LOSS

The Takaful Operator shall not be liable in so far as the interruption loss is increased:

- (a) by extraordinary events taking place during the interruption,
- (b) by restrictions imposed by the authorities on the reconstruction or operation of the business,
- (c) due to the Participant's lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

### 3. EXCLUDED COVER

This Takaful does not cover:

Loss occasioned by or happening through or in consequence of:

- (a) The burning of property by order of any Public Authority,
- (b) Subterranean Fire,
- (c) Explosion except as stated on the Certificate,
- (d) The burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire,
- (e) Damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its heating or drying process, or by any other process of which the property is undergoing any

## SPECIAL CONDITIONS

### 1. CHANGE IN RISK

The Takaful by this Certificate shall cease if:

- a) the Business be wound up or carried on by a Liquidator or Receiver or permanently discontinued  
or
- b) the Participant's interest cease otherwise than by death  
or
- c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this Takaful, unless its continuance be admitted by memorandum signed by or on behalf of the Takaful Operator.

### 2. INCREASE IN RISK

Notice shall be given to the Takaful Operator and, if required, an additional Contribution made, if the rate of Contribution that should be made in respect of the Takaful covering the interest of the Participant in the property at the Premises against Damage shall be increased.

### 3. CLAIM PROCEDURE

On the happening of any Damage in consequence of which a claim is or may be made under this Certificate, the Participant shall forthwith give notice thereof to the Takaful Operator and shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Certificate shall, not later than thirty days after the expiry of the Indemnity Period or within such further time as the Takaful Operator may in writing allow, at his own expense deliver to the Takaful Operator in writing a statement setting forth particulars of his claim, together with details of all other Takafuls (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom. The Participant shall at his own expense produce, procure and give to the Takaful Operator such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Takaful Operator for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Takaful Operator forthwith.

## SECTION 1.3 – EQUIPMENT ALL RISKS

THIS SECTION WITNESSETH that if at any time during the Period of Takaful stated in the Schedule hereto or during any further Period for which the Takaful Operator may accept contribution for the renewal or extension of this Certificate, the Property or any part thereof be lost or damaged by any of the Contingencies whilst in the Situation then the Takaful Operator will by payment or at its option by reinstatement or repair indemnify the Participant against such loss or damage.

### SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable for:

1. The first amount of each and every loss or damage described in the Schedule as the Excess.
2. Theft unless accompanied by violence or threat to persons or forcible and violent entry to or exit from the premises.
3. Loss of or damage to (applicable to mobile equipment):
  - (a) accessories and/or parts unless the equipment is stolen or damaged at the same time,
  - (b) tyres or wheels or tracks unless the equipment is also damaged at the same time,
  - (c) the canopy unless caused by or resulting from the overturning of the equipment.
4. Loss or damage sustained (applicable to mobile equipment):
  - (a) outside the Territorial Limit stated in the Schedule,
  - (b) if the equipment is licensed for road use and for which a Certificate of Motor Takaful is required,
  - (c) whilst in transit (including loading and unloading),
  - (d) whilst the Equipment is used:
    - (i) for racing pace-making reliability trial demonstration or speed testing,
    - (ii) for carriage of passengers,
    - (iii) whilst drawing a trailer or towing any vehicle unless such towed vehicle is not towed for reward,
    - (iv) not in connection with the Participant's business.
  - (e) whilst the Equipment is operated by anyone who is under the influence or intoxicating liquor or drugs.
  - (f) whilst the Equipment is operated by unauthorized driver/operator or by anyone who is not the Participant or not in the Participant's employ and is driving / operating without his order or without his permission.
  - (g) whilst the Equipment is operated on board any waterborne vessel.
5. Any consequential loss or legal liability whatsoever.
6. Loss or damage to records films or tapes other than by fire or theft (and then only for the value as unused material).
7.
  - (a) loss or damage caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions or any other gradually operating cause,
  - (b) loss or damage caused by mechanical or electrical breakdown or wear and tear,
  - (c) loss or damage caused by overloading or strain,
  - (d) loss or damage arising from rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring, renovating or dismantling.
8. Loss or damage arising from detention confiscation destruction or requisition by Customs House or other Officials or Authorities or by seizure or sale under any process of Law or abandonment of the Property.

### SPECIAL CONDITIONS

1. The Takaful Operator may at any time at its own expense use all legal means in the name of the Participant for recovery of any of the property lost and the Participant shall give all reasonable assistance for the purpose. The Takaful Operator shall be entitled to any Property for the loss of which a claim is paid hereunder and the Participant shall execute all such assignments and assurances of such property as may be reasonably required but the Participant shall not be entitled to abandon any Property to the Takaful Operator.
2. If a claim be made or on behalf of the Participant which shall be respect unfounded or fraudulent or intentionally exaggerated if any false declaration be made in support thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the Participant or any person acting on behalf of the Participant or the dishonest act of any person to whom the Equipment is entrusted, no claim shall be payable under this Certificate.

## SECTION 2.1 – BURGLARY

THIS SECTION WITNESSETH that if at any time during the Period of Takaful stated in the Schedule hereto or during any further Period for which the Takaful Operator may accept contribution for the renewal or extension of this Certificate:

1. The Property covered or any part thereof described and included in the Schedule hereto whilst contained in the Premises described in the said Schedule shall be lost:
  - (a) By Theft consequent upon actual forcible and violent breaking into or out of the said Premises by any person or persons (other than employees), or
  - (b) As a result of armed robbery or robbery with violence.
2. There shall arise any damage to the said Property covered or to the Premises, falling to be borne by the Participant, due to any such Theft as aforesaid or any attempt thereat.

The Takaful Operator will pay or make good to the Participant:

1. Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
2. The net cost of repairing such damage but not exceeding in respect of any one item specified in the Schedule the Sum Covered thereon nor in respect of damage to the Premises five per cent (5%) of the Total Sum Covered nor in the whole during any one Period of Takaful such Total Sum Covered.
3. Covered on First Loss basis up to the Sum Covered as stated in the Schedule.
4. First Loss is not subject to Average Condition.

### SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable in respect of:

1. Shortages due to unaccountable and/or inventory loss except where a possibility of theft as aforesaid exists.
2. Loss or damage due to any such theft as aforesaid or to any attempt thereat by or in collusion with any of the Participant's family, business staff or domestic servants, or any person lawfully on the Premises.
3. Damage to glass or any decoration or lettering thereon.
4. Loss or damage occasioned by fire or explosion.
5. Loss or damage to medals, coins, curiosities, sculptures, manuscripts, rare books, plans, patterns, models, moulds, designs, deeds, bonds, bills of exchange, promissory notes, money, securities for money, stamps, documents of title or business books unless specifically included in the Schedule.
6. Loss or damage directly or indirectly occasioned by happening through or in consequence of depreciation, requisition or compulsory sale (whether under statute or otherwise) or seizure by any Authority.
7. Loss or damage arising whilst the Premises are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the Schedule unless the written consent of the Takaful Operator shall have previously been obtained and an additional contribution required by the Takaful Operator has been made.

### SPECIAL CONDITIONS

1. First Loss (Without Average)  
It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Section is issued on a first loss Takaful on the property described in the Schedule of this Section of the Certificate.
2. The Takaful Operator may reinstate, repair or replace the property or premises lost or damaged as the case may be instead of paying the amount of the loss or damage, and may join with any other Takaful Operator in so doing in cases where the property is also covered elsewhere. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Takaful Operator.
3. All locks, bolts and other protective devices fitted to the premises must be engaged after business hours.

## EXTENSIONS

This Section is extended cover to damage or loss:

### 1. **Damage to Safe**

Damage to safe, strong room, drawers, cabinets, cash registers and petty cash box resulting from breaking into or breaking out, actual and attempted theft/burglary of the covered premises up to RM2,000 any one event.

Provided that the total amount payable under this Extension is limited to RM2,000 in total together with Section 2.2 - Money, any one event.

### 2. **Armed Robbery/Hold up**

The risk of Armed Robbery/Hold Up inside the premises described herein.

It is further declared and agreed that the words 'Armed Robbery/Hold Up' shall mean taking of property covered.

- (i) by violence inflicted upon a custodian,
- (ii) by putting him in fear of violence,
- (iii) from the custodian who has been killed or rendered unconscious.

## SECTION 2.2 – MONEY

THIS SECTION WITNESSETH subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon the Takaful Operator will indemnify the Participant against loss of money, i.e. cash, bank notes, currency notes, cheques, bills of exchange, postal orders, money orders, postage or other stamps having a monetary value by any cause whatsoever under the "Circumstances" described herein actually occurring within the territorial limits and during the Period of Takaful as stated in the Schedule hereto or during any other further period for which the Takaful Operator may accept contribution for the renewal or extension of this Certificate.

### THE CIRCUMSTANCES

#### SECTION A: MONEY IN TRANSIT:

- (a) From the Bank to the Participant's Premises for the payment of wages, salaries, other earnings or petty cash from the time the money is received at the Bank by the authorised employees or representatives of the Participant until delivered at the Participant's Premises and (except in regard to petty cash) whilst there until paid out; provided that all money not paid out on the day on which it is received from the Bank, be secured in the Participant's locked safe or strong room after business hours. Cheques drawn by the Participant to provide for such payments are covered in transit from the Participant's Premises to the Bank.
- (b) From the Participant's Premises to the Bank whilst in the personal custody of the Participant's authorised employees or representatives.
- (c) From the time of receipt and until delivered to the Participant's Premises or Bank by the Participant's authorised employees or representatives provided that all money be so delivered on the same day as it is received.

#### SECTION B: MONEY IN PREMISES:

Money whilst in the Participant's premises and kept in locked safe or strong room or locked drawers or locked cabinets or locked cash register or locked petty cash box following forcible and violent entry upon the Premises or as a result of armed robbery or robbery with violence; provided the liability of the Takaful Operator shall be limited to the amount of money shown in the Participant's record at the time of loss but not exceeding the Limit of Liability shown in the Schedule of this Certificate.

IT IS WARRANTED that this Takaful does not cover loss of money from safes or strong rooms or drawers or cabinets or cash registers or petty cash box following the use of keys to the said safes or strong rooms or drawers or cabinets or cash registers or petty cash box unless the keys are obtained by threat or violence.

IT IS FURTHER WARRANTED that whenever the Premises are left unattended, the keys and record of combination numbers are removed from the Premises by the Participant or some other responsible person nominated by him.

## SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable in respect of:

1. Shortages due to clerical or accounting errors and loss due to errors in receiving or paying out.
2. Loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Participant or any person or persons in the service of the Participant.
3. Loss or damage arising from an unattended vehicle.
4. Loss or damage occurring on premises which at the time of loss or damage are closed unless the money is in a locked safe or strong room.
5. Loss or damage occurring outside the territorial limits stated in the Schedule.
6. Any consequential loss whatsoever.
7. Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, strikes, civil commotion, military or usurped power, or confiscation or destruction by order of any Government or Public Authority or by any direct or indirect consequences or any of the said occurrences and in the event or any claim hereunder the Participant shall prove that the accident, loss or damage arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the aforesaid occurrences or any consequences thereof and in default of such proof the Takaful Operator shall not be liable to make any payment in respect of such a claim.
8. Loss or damage directly or indirectly occasioned by, happening through or in consequence of depreciation confiscation requisition and compulsory sale (whether statute or otherwise) or seizure by any Authority.

## SPECIAL CONDITIONS

1. The Contribution hereunder and all Renewal Contributions that may be accepted in respect of the transit risks are to be regulated by the amount of money as described in the Schedule during the current Period of Takaful. A proper record shall be kept in the books of the Participant of all such money in transit so covered. The Participant shall at all times allow the Takaful Operator to inspect such books and within 30 days from the expiry of each Period of Takaful shall supply the Takaful Operator with a correct account of all such money in transit by this Section during the said period. If the ascertained amount shall differ from the estimated amount on which contribution has been made the difference in contribution shall be met by a further proportionate contribution to the Takaful Operator or by a return of contribution by the Takaful Operator as the case may be.
2. Whenever the premises are closed for business, all the keys and records of combination numbers of the safe(s) and/or strong room(s) be removed from the premises except while the Participant or an authorised responsible employee is actually therein.
3. If the Participant or an authorised employee holding the keys and records of combination numbers resides in a residence adjoining and communicating with the premises, the keys and records of combination numbers must be removed from the residence when left unattended.
4. It is warranted that during the currency of this Certificate, all money in transit in excess of RM100,000 per carrying be accompanied by two (2) Armed Guard.

## SPECIAL EXTENSIONS

This Section is extended cover to damage or loss:

### 1. **Damage to Safe**

Damage to safe, strong room, drawers, cabinets, cash registers and petty cash box resulting from breaking into or breaking out, actual and attempted theft/burglary of the covered premises up to RM2,000 any one event.

Provided that the total amount payable under this Extension is limited to RM2,000 in total together with Section 2.1 Burglary, any one event.

### 2. **Armed Robbery/Hold up**

The risk of Armed Robbery/Hold Up inside the premises described herein.

It is further declared and agreed that the words 'Armed Robbery/Hold Up' shall mean taking of property covered.

- (i) by violence inflicted upon a custodian,
- (ii) by putting him in fear of violence,
- (iii) from the custodian who has been killed or rendered unconscious

### 3. **Increased Indemnity during "Festive" Seasons**

The Sum Covered for Money in Premises is increased automatically by 50% for losses occurring during the gazetted public holidays as **Festive Seasons** by the authority.

- (a) During the official holidays
- (b) Two (2) days before and two (2) days after the official holidays

Provided that this extension:

- (a) Does not apply for money in premises outside business hours.
- (b) Will not extend beyond the period of takaful mentioned in the schedule

### **\*Festive Seasons:**

#### **All states in Malaysia:**

Chinese New Year, Hari Raya Aidil Fitri, Deepavali and Christmas

#### **Sabah:**

Pesta Keamatan

#### **Sarawak:**

Hari Gawai

### 4. **Personal Accident Benefits Extension (Personal Accident Takaful for Employees engaged in the conveyance of monies under this Section)**

This Section shall extend to Cover up to Two (2) employees who are engaged in the transit of cheques and/or cash, against Death and/or Disablement as herein below defined arising out of or resulting from any accident caused by violent accidental external and visible means or resulting from murder, assault or attempt threat, strike, riot and civil commotion it being understood and agreed that the coverage granted by this extension shall be operative only whilst the employee is on instruction of the Participant actually and actively engaged in connection with the transit of cheques and/or cash as stated in the Schedule.

WARRANTED THAT:

1. This extension shall not cover more than the number of employees as specified above at any one time and the same time during or for the same transit.
2. The Employees covered shall be free from physical defects and/or infirmity.
3. The Employees covered shall not be below the age of 18 years or more than 65 years of age.



**TABLE OF BENEFITS**

	<b>SUM COVERED (RM) PER EMPLOYEE</b>
(a) Accidental Death	10,000
(b) Total and Permanent Loss of all sight in both eyes	10,000
(c) Total loss of physical severance of both hands or both feet or of one hand and one foot	10,000
(d) Total loss of physical severance of one hand or one foot together with the total and permanent loss of all sight in one eye	10,000
(e) Total and permanent loss of all sight in one eye	5,000
(f) Total loss by physical severance of one hand or one foot	5,000

## SECTION 2.3 – FIDELITY GUARANTEE

THIS SECTION WITNESSETH that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon in consideration of the Employer having made or agreed to make the Takaful Operator the Contribution stated in Schedule.

The Takaful Operator agrees to make good and reimburse to the Employer all such direct pecuniary loss (not exceeding the limit of guarantee specified in the Schedule) as the Employer shall sustain by any act of fraud or dishonesty committed by any such employee (hereinafter called "the relevant Employee"):

1. During the Period of Indemnity stated in the Schedule and,
2. During the uninterrupted continuance of employment of the relevant Employee and,
3. In connection with the occupation and duties of the relevant Employee.

### SPECIAL EXCLUSIONS

Provided Always that the Takaful Operator shall not be liable:

1. In respect of any of fraud or dishonesty committed by the relevant Employee unless such act of fraud or dishonesty is discovered during the aforesaid Period of Indemnity and within six (6) months thereafter or within six (6) months after the death dismissal or retirement of the relevant Employee whichever event shall first happen.
2. If the nature of the business of the Employer or the duties or conditions of employment be changed or the remuneration of the relevant Employee reduced without the sanction of the Takaful Operator or if the precautions and checks for securing of accounts shall not be duly observed.
3. To pay more than one claim for the relevant Employee under this Certificate.

### SPECIAL CONDITIONS

1. Subject always to the agreement of the Takaful Operator, the affixing of the appropriate endorsement hereto and the Employer of making such additional contribution as the Takaful Operator may in each case demand, the Employer shall be entitled at any time during the currency of this Section to add to the Schedule hereto the names of further employees provided always that every proposal or statement in writing by the Employer in relation to the making of such employee or employees the subject of the said guarantee shall be deemed to be incorporated into the basis of this contract and be subject to the same obligations as though such proposals or statements were incorporated in the original proposal, declaration or correspondence herein before referred to.
2. This agreement is entered into on the condition that the business of the Employer shall be conducted and the duties of the employees and the checks to be kept upon their accounts shall be in every particular in accordance with the statement provided by the Employer in applying for the guarantee and if during the existence of this agreement any change shall be made in any of the matters referred to in the said statement without the previous consent or approval in writing of the Takaful Operator, or if any suppression, misrepresentation or misstatement of any fact affecting the risk of the Takaful Operator be made at time of the first contribution made or any subsequent contribution, or if the Employer shall continue to entrust an employee with money or goods after having discovered any act of dishonesty on his part, this agreement shall be null and void and all contributions made thereon forfeited to the Takaful Operator.
3. Immediately the Employer shall become aware of any circumstances giving rise or likely to give rise to a claim under this Section the Employer or this representative shall immediately give notice thereof to the Takaful Operator stating if known the whereabouts of the relevant Employee and particulars of the acts or defaults then discovered and shall within three months after notice deliver to the Takaful Operator full details of the claim and shall furnish proof of the correctness of such claim.
4. In the event of a claim all books of accounts of the Employer and any accountant's reports thereon shall be open to the inspection of the Takaful Operator and the Employer shall give all information and assistance to enable the Takaful Operator to obtain reimbursement from the relevant Employee or his estate of any monies which the Takaful Operator shall have paid or become liable to pay under this Section.
5. The Employer shall if and when required by the Takaful Operator but at the expense of the Takaful Operator if a conviction be obtained use all diligence in prosecuting the relevant Employee to conviction for any criminal act which the relevant Employee shall have committed and in consequence of which a claim shall have been made under this Section.
6. Any monies of the relevant Employee in the hands of the Employer and any monies which but for any act of fraud or dishonesty would have been due to the relevant Employee from the Employer shall be deducted from the amount otherwise payable under this Section.

## Section 2.4 – Public Liability

THIS SECTION WITNESSETH that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed or otherwise expressed hereon, the Takaful Operator will grant the Participant the Indemnity as defined herein in respect of liability arising from accidents occurring during the Period of Takaful stated in the Schedule or during any Period for which the Takaful Operator may accept contribution for the renewal of this Certificate.

PROVIDED THAT the liability of the Takaful Operator for compensation to any claimant or claimants shall be limited:

- (a) In respect of any one accident (the expression "accident" meaning any one accident or series of accidents arising out of one event irrespective of the number of claims that may arise therefrom) to the sum stated in the Schedule.
- (b) During any one Period of Takaful to the sum stated in the Schedule.

### THE INDEMNITY

Subject to the Limit of Liability stated in the Schedule the Takaful Operator will indemnify the Participant in respect of:

1. All sums which the Participant shall become legally liable to pay for compensation in respect of:
  - a) Accidental bodily injury to any person
  - b) Accidental damage to property caused on or about The Premises in connection with the Business of the Participant as stated in the Schedule.
2. All costs and expenses of litigation:
  - a) Recovered from the Participant by any claimant or claimants
  - b) Incurred with the written consent of the Takaful Operator in respect of a claim against the Participant for compensation to which the Indemnity expressed in the Certificate applies.

### SPECIAL EXCLUSIONS

The indemnity expressed in this Section shall not apply to or include:

1. Liability assumed by the Participant by agreement unless such liability would have attached to the Participant notwithstanding such agreement.
2. Liability in respect of injury to any person who at the time of sustaining such injury is a member of the Participant's own family or is engaged in the service of the Participant or for compensation claimed from the Participant by an injured person or dependant under any Workmen's Compensation Legislation or any legislation relating to occupational injury.
3. Liability in respect of loss of or damage to property:
  - (a) belonging to or in the charge or under the control of the Participant or of any servant or agent of the Participant.
  - (b) being that part of any goods or land or building or structure on which the Participant or any servant or agent of the Participant is or has been working.
  - (c) caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Participant.
4. Liability in respect of injury or damage caused by or in connection with or arising from:
  - (a) the ownership or possession or use by or on behalf of the Participant of any animal cycle vehicle locomotive vessel of any kind aircraft lift elevator escalator crane hoist or other lifting machinery not specified in the Schedule under the heading of Plant.
  - (b) work which is being undertaken or has been undertaken by the Participant to any watercraft or thing made or intended to float on or in travel through water or space.
  - (c) fire earthquake explosion flood fumes or water pollution.
  - (d) defective sanitary installation.
  - (e) property goods food or drink or the containers thereof sold supplied or constructed or property or goods which have been repaired altered renovated serviced or installed and no longer in the Participant's possession or control, or poisoning or contamination of any kind.
  - (f) error or omission in design specification or advice remedial or other treatment given administered or prepared by the Participant or by any person acting on behalf of the Participant but the words advice remedial or other treatment shall have no application in respect of any employee of the Participant acting in the capacity of Industrial Nurse on behalf of the Participant.
  - (g) breach of professional duty by reason of any act, error or omission, whenever or wherever committed alleged to have been committed.
5. Liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.
6. Liability of whatsoever nature for:
  - (a) 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.
  - (b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
  - (c) fines, penalties, punitive or exemplary damages.

7. Liability in respect of any claims or loss arising out of any activities and/or business conducted and/or transacted via Internet, Intranet, Extranet and/or via the Participant's own Website, Internet side, Web address and/or via the transmission of electronic mail or documents by electronic means.
8. Liability in respect of any Bodily injury, Personal Injury, or Loss of or Damage to Property arising out of Latex based products including but not limited to examination gloves, surgical gloves, balloon catheters which may lead to latex allergy claims including irritant or allergic contact dermatitis and allergic reaction to latex protein or allergen. Latex protein or allergen shall be considered a Pollutant if released or dispersed within healthcare premises and any such claims shall also be excluded.
9. All liabilities arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - (a) Asbestos, or
  - (b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
10. Liability directly or indirectly caused by or in connection with magnetic, electric or electromagnetic fields or their radiation or interaction in the form of an electromagnetic wave, howsoever caused or generated, or diminution of property value.
11. Any consequential loss of any kind or description whatsoever.

#### SPECIAL CONDITIONS

1. The Participant shall give notice to the Takaful Operator of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Participant or his representative.
2. The Participant shall not without the consent in writing of the Takaful Operator repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim and the Takaful Operator shall be entitled if it so desires to take over the conduct in the name of the Participant the defense of any claim or to prosecute in the name of the Participant at its own expense and for its own benefit any claim for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Takaful Operator may require.
3. If it shall so desire the Takaful Operator may at any time or stage of proceeding discharge its liability hereunder by paying to the Participant the Limit of Liability in respect of any one accident or the balance of such Limit of Liability if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Takaful Operator shall cease to have the conduct and control of the negotiations, action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Participant may claim to have sustained by reason of the Takaful Operator having acted as herein provided.
4. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Participant shall within seven days give notice to the Takaful Operator and shall make such additional contribution as the Takaful Operator may require.
5. The Participant shall exercise reasonable care that only steady sober and competent employees are employed that all buildings way works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all by-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Participant shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Takaful Operator be made after any occurrence Participant by this Section until the Takaful Operator shall have had an opportunity of inspecting. The Takaful Operator shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Takaful Operator's inspector, the Takaful Operator may give notice in writing to the Participant and there upon all liability of the Takaful Operator in respect thereof or arising therefrom shall be suspended until the same be made good or remedied removed to the satisfaction of the Takaful Operator.

#### SPECIAL EXTENSIONS

The indemnity expressed in this Section shall extend or include:

**1. Loading and Unloading**

Legal Liability of the Participant in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriageway or through fare in connection with:

- (a) The bringing of the load to such vehicle for loading thereon, or
- (b) The taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

Provided always that the liability of the Takaful Operator under this Certificate and endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this Certificate.

Also provided always that such persons performing the loading or unloading are not entitled to indemnity in any other Certificate or Certificates.

**2. Sports and Social Club Activities**

Indemnify to the Participant against legal liability as defined in the Certificate for accidents arising out of sports and social activities organised by the Participant other than legal liability arising out of Motor Vehicle owned, hired or driven by any person employed by the Participant.

Subject otherwise to the terms, conditions, exclusions and provisions of the Certificate.

**3. Neon Signs and Signboards**

Liability of the Participant arising out of accidents caused by or through the Neon Sign and Signboards installation the property of the Participant.

Warranted that the Participant shall comply with all statutory enactments bye-laws and regulations and shall at all times ensure that the neon signs and signboards installations are kept in a proper state of repair and if any defect be discovered the Participant shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Takaful Operator.

So far as is reasonably practicable no alteration or repair shall without the consent of the Takaful Operator be made to the said Neon Signs and Signboards after any accident has occurred in connection therewith until the Takaful Operator shall have had an opportunity of inspecting same.

Provided always that the liability of the Takaful Operator under this Certificate and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any way exceed the Limit of Indemnity specified in this Certificate.

**4. First Aid Facilities**

Liability of the Participant arising out of provision by the Participant of first aid facilities but excluding any act of negligence error or omission, or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.

**5. Fire and Explosion**

Liability in respect of bodily injury, illness or property damage as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler, vessel or apparatus designed to operate under steam pressure).

**6. Work Away**

Participant's Liability as within define respect of accidents arising out of the engagement of the actual progress of work undertaken by the Participant or the persons in the service of the Participant in course of the business within the Territorial Limits but Away from the defined premises, but sublimited to 10% of the Limit of Liability stated in the schedule.

**7. Plant and Machinery**

Legal liability for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any plant and machinery in the physical or legal control of the Participant or used in work undertaken by or on behalf of the Participant. However, should such plant and machinery be specifically covered under any other Certificate for third party liability Takaful or any Takaful which is required by virtue of any legislation relating to such plants and machinery the Takaful Operator will not indemnify the Participant nor be called upon to contribute under this Certificate for any liability attributed to the use of such plant and machinery.

**8. Defective Sanitary Arrangements**

Liability directly caused by defective sanitary arrangements within that Section of the premises that is occupied by the Participant.

Provided that the sanitary pipes are checked by a competent person at regular intervals.

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

## SECTION 2.5 – ADDITIONAL BENEFITS

### I) ANTI-THEFT SYSTEM REPLACEMENT

The Takaful Operator will reimburse the actual cost incurred or up to a maximum limit as mentioned in the Table 1 below whichever is lesser for the replacement of burglar alarm(s), CCTV(s) (Closed-Circuit Television) or CMS (Central Monitoring System) damaged by thieves/burglars from burglary attempt thereat. This benefit is only claimable once (1) during the Period of Takaful.

### II) CLEANING COST

The Takaful Operator will reimburse the cost of cleaning services/laundry due to Fire smoke or Flood or other perils as covered in the Schedule. The maximum amount payable under this Section shall not exceed the Sum shown on Table 1.

### III) PERSONAL EFFECT

The Takaful Operator will reimburse up to the amount mentioned in the Table 1 below in respect of loss or damage of personal effects carried or worn by the Participant or his key personnel (only for one key personnel) present at the business premises arising from theft. This benefit is only payable once (1) during the Period of Takaful.

**TABLE 1**

PLAN	BENEFIT VALUE
<b>FLEXI BUSINESS 30</b>	RM1,000
<b>FLEXI BUSINESS 50</b>	RM1,500
<b>FLEXI BUSINESS 75</b>	RM2,000

### IV) PLATE GLASS

The Takaful Operator will pay for the actual cost of replacing and fixing the plate glass in its frame or in its normal location with plate glass of a similar type and quality to the plate glass that is broken. Subject to a maximum limit of RM3,000

Exclusions:

The Takaful Operator will not pay for Damage to:

- (i) property during installation or removal of glass,
- (ii) glass that is stock in trade or merchandise, or
- (iii) glass that is only scratched, chipped or discolored.

### SECTION 3.1 – EMPLOYER’S LIABILITY

THIS SECTION WITNESSETH that if any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the Business.

The Takaful Operator will subject to the terms, exceptions and conditions contained herein or endorsed hereon indemnify the Participant against liability at law to pay compensation and claimant’s costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

The Takaful Operator will also in the event of the death of the Participant indemnify the Participant’s legal personal representatives in the terms of this Certificate in respect of liability incurred by the Participant provided that such personal representatives shall as though they were the Participant observe fulfill and be subject to the terms of this Certificate in so far as they can apply.

#### **COMMON LAW LIABILITY (RM1,000,000)**

It is hereby declared and agreed that notwithstanding anything contained in this Certificate to the contrary the Limit of Indemnity for the Participant’s liability at Common Law shall be limited to RM1,000,000 only in respect of any one claim or series of claims arising out of one event.

#### **GEOGRAPHICAL AREAS**

Malaysia, Singapore and Brunei

### SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable in respect of:

1. The Participant’s liability to employees of contractors to the Participant.
2. Any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party.
4. Any injury by accident or disease sustained outside the Geographical Area.
5. Any liability of the Participant to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any workmen’s compensation law.
6. Any injury by accident or disease attributable to war invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or surped power.

## SECTION 3.2 – GOODS IN TRANSIT

THIS SECTION WITNESSETH that if during the Period of Takaful the Property whilst in or on or being loaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances within the Territorial Limits shall be lost, destroyed or damaged by (as defined in the schedule) then the Takaful Operator shall indemnify the Participant in respect of such loss destruction or damage but not exceeding the Limits of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Covered in respect of such transit.

### INLAND TRANSPORT CLAUSE

Held Participant against loss and/or damage to the subject matter covered hereby whilst in ordinary or customary course of transit, occasioned by the carrying vehicle or conveyance being on fire, derailed, overturned or in collision, struck by lightning or other vehicle or conveyance such as involuntarily leaving the road, breaking of bridges and consequent damage to the conveyance or vehicle and the subject matter covered hereby.

Provided that if the total value of the property in transit exceeds the Limits of Liability or the amount declared in respect of each transit then the Participant shall be considered as being covering his own for the difference and shall bear a ratable share of the loss destruction or damage accordingly.

## SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable in respect of:

1. The first Amount of each and every claims as specified in the Schedule.
2. Loss and destruction of or damage to damage livestock, explosive, goods of dangerous nature, tobacco, cigarettes, cigars, wines, spirits, furs, watches, clocks, jewellery, gold and silver, precious metals and stones bullion, cash, bank notes, stamps, deeds, bonds, securities, bills of exchange documents, manuscripts or plans.
3. Destruction of or damage to china glass earthenware, pictures, scientific instruments, statuary, marble or plasterwork articles or virtue of the like unless caused by Fire and accidental damage to conveyance.
4. Damage to furniture including paintings, pictures, drawings etchings as a result of scratching rubbing or abrasion.
5. Loss of any liquid gas or goods from containers by leakage or spilling unless caused by Fire and accidental damage to conveyance
6. Loss destruction or damage by weather atmospheric conditions wear and tear, moth, vermin, insects, damp mildew, rust defective, packing hooks or slings, delay loss of market depreciation or deterioration contamination, fermentation or spontaneous combustion or consequential loss of any kind.
7. Loss, destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
8. Loss, destruction or damage occasioned by or happening through confiscation, nationalization, detention requisition or wilful destruction by any government public municipal, local or customs authority.
9. Theft or pilferage in which any employee of the Participant is concerned as principal or accessory.



## SECTION 3.3 – GROUP PERSONAL ACCIDENT

THIS SECTION OF TAKAFUL WITNESSETH that if during the Period of Takaful the Person Covered shall sustain Bodily Injury as defined hereinafter which the injury shall solely and independently of any other cause result in the Participant Person's death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined, The Takaful Operator will, subject to the terms, provisions, exclusions and conditions of and endorsed on this Certificate pay to the Participant the sum or sums of money specified in the Schedule.

### COVERAGE

#### **Benefit A – Accidental Death and Permanent Disablement**

If the Person Covered suffers Bodily Injury, shall within twelve (12) consecutive months result in death or disablement as provided in the Table of Benefit described herein, the Takaful Operator will pay according to the respective percentage of the capital sum as stated in the Table of Benefit.

#### **Benefit B1 – Temporary Total Disablement**

If the Person Covered suffers Temporary Total Disablement, the Takaful Operator will pay weekly amount stated in the Schedule for each week or part of a week that the Person Covered remains in a state of Temporary Total Disablement.

#### **Benefit B2 – Temporary Partial Disablement**

If the Person Covered suffers Temporary Partial Disablement, the Takaful Operator will pay weekly amount at stated in the Schedule for each week or part of a week that the Person Covered remains in a state of Temporary Partial Disablement

Unless otherwise stated in the Schedule, compensation under Benefits B1 and B2 either separately or together is payable up to a maximum period of 104 weeks per Accident.

Benefit B1 and Benefit B2 shall cease on the date the disablement becomes Permanent Total Disablement.

#### **Benefit C – Accidental Medical Expenses**

If the Person Covered suffers Bodily Injury and incurs medical and surgical expenses within twelve (12) consecutive months from the date of the Accident, the Takaful Operator will reimburse the expenses incurred per Accident up to the maximum amount stated in the Schedule.

The medical and surgical expenses shall be paid by the Person Covered to a dentist, Physician or Hospital for treatment of Bodily Injury but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

#### **Benefit D – Ambulance Fees**

If the Person Covered suffers Bodily Injury, which necessitates the use of an ambulance, the Takaful Operator will reimburse the actual ambulance costs incurred by the Person Covered, up to the amount stated in the Schedule for transportation to Hospital.

#### **Benefit E- Funeral Expenses**

If the Person Covered suffers Bodily Injury, shall within twelve (12) consecutive months results in death, We will pay the amount stated in the Schedule.

#### **Benefit F – Repatriation Expenses**

If the Person Covered suffers Bodily Injury, shall within twelve (12) consecutive months results in death, the Takaful Operator will reimburse up to the amount stated in the Schedule for the actual repatriation expenses for repatriation of mortal remains of the Person Covered from overseas or place of demise within Malaysia to their hometown within Malaysia.

### DEFINITIONS

**Certain words have been defined below. These have the same meaning wherever they are used in the Certificate. They begin with a capital letter (e.g. Person Covered, Takaful Operator)**

#### **Accident or Accidental**

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly and results in the Person Covered suffering death, disablement or Bodily Injury.

#### **Bodily Injury**

shall mean injury suffered by the Person Covered caused solely and directly by Accidental means and shall exclude injury caused by sickness, disease or medical disorder.

#### **Effective Date**

shall mean the date from which the Takaful coverage under this Certificate in respect of any Person Covered becomes effective as specified in the Schedule.

**Hospital**

shall mean an establishment duly constituted, registered and operating as a Hospital for the care and treatment of sick and injured persons as paying bed patients which:

- (a) has facilities for diagnosis and major surgery
- (b) provides 24-hours a day nursing services by registered and graduate nurses
- (c) is under the supervision of a Physician; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishments.

**Person Covered**

shall mean each of the persons described in the Schedule as an Person Covered.

**Participant/You/Your**

shall mean the Participant as named in the Schedule

**Loss**

shall mean loss by actual physical severance or total and permanent loss of use.

**Loss of Hearing**

shall mean permanent irrecoverable loss of hearing.

**Loss of Limb**

shall mean loss by physical separation at or above the wrist or ankle joint.

**Loss of Sight**

shall mean the entire and permanent irrecoverable loss of sight.

**Loss of Speech**

shall mean total permanent inability to communicate verbally.

**Loss of Use**

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of professional or occupational incapacity or disability of the Person Covered.

**Period of Takaful**

shall mean the duration of the Certificate as stated in the Schedule.

**Permanent Total Disablement**

shall mean disablement that result solely, directly and independently of all other causes from Bodily Injury and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the Person Covered from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.

**Physician**

shall mean a medical practitioner qualified and licensed :

- i) to practice western medicine and who, in rendering such treatment, is practicing within scope of his licensing and training in Malaysia, and
- ii) duly registered with the Malaysian Medical Council to practice medicine,
- iii) excluding a doctor, Physician or surgeon who is the claimant himself/herself.

**Pre-Existing Medical Condition**

shall mean disabilities that the Person Covered has reasonable knowledge of prior to the inception date of the Period of Takaful.

An Person Covered may be considered to have reasonable knowledge of a pre-existing condition if:-

- (a) the Person Covered had received or is receiving treatment;
- (b) medical advise, diagnosis, care or treatment has been given or recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person.

**RM**

shall mean in Ringgit Malaysia; the currency of Malaysia.

**Schedule**

the Schedule containing Your details, Sum Covered, and Period of Takaful. The Schedule forms part of the Certificate.

**Temporary Partial Disablement**

shall mean disablement that result solely, directly and independently of all other causes from Bodily Injury and which occurs within 20 days from the date of Accident, and entirely prevents the Person Covered from attending a substantial portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.

**Temporary Total Disablement**

shall mean disablement that result solely, directly and independently of all other causes from Bodily Injury and which occurs within 20 days from the date of Accident, and entirely prevents the Person Covered from attending any portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.

## War

shall mean a contest by force between two or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized, by the sovereign.

## Nomination

There are two (2) types of nomination in takaful:

- **Conditional Hibah** is applicable to the beneficiary of the death benefit; it is revocable and shall only take effect after the death of the Applicant (for the Applicant and the Person Covered are the same person) or after the death of the Person Covered and the Applicant is no longer alive (for the Applicant and the Person Covered not the same person) and it is complete after Hibah recipient(s) acknowledges receiving the Hibah. Hibah is to be completed by the Applicant who has attained the age of eighteen (18) years, and shall receive the death benefits as a beneficiary.
- **Wasi** is the nominee to execute the will (and not the beneficiary); it is revocable and shall only take effect after the death of the Applicant (for the Applicant and the Person Covered are the same person) or after the death of the Person Covered and the Applicant is no longer alive (for the Applicant and the Person Covered not the same person) and it is complete after Wasi acknowledges receiving it. Wasi is to be completed by the Applicant who has attained the age of eighteen (18) years, and shall distribute the Takaful benefits in accordance with the relevant distribution laws. Only one (1) Wasi is advisable for each application.

## SPECIAL PROVISIONS

### 1. Disappearance

It will be presumed that death has occurred if the Person Covered has been missing for twelve (12) consecutive months and the Takaful Operator has examined all available evidence provided to support the conclusion that death was caused by an Accident covered by this Certificate. If at any time after payment has been made the Takaful Operator for such claim, the Person Covered is found to be living, full refund shall be made to the Takaful Operator.

### 2. Exposure

If as a result of an Accident covered by this Certificate, the Person Covered in unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Certificate, such specific loss will be covered subject to the terms of this Certificate.

### 3. Conveyance Limit

Unless otherwise stated in the Schedule, compensation payable in respect of Accidental Death or Permanent Disablement occurring whilst a number of Person Covered are travelling in the same conveyance shall be limited to a maximum of RM2,500,000. In the event the aggregate exceeds the said amount, the Takaful Operator shall pay the claims to the Participant on a proportionate basis.

## SPECIAL EXCLUSIONS

The Takaful Operator shall not be liable for claims directly or indirectly caused by or which results from:

1. The Person Covered engaging in or taking part in:
  - (a) Armed Forces, naval or air force service or operations,
  - (b) Professional sports, winter sports other than skating,
  - (c) Rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, para chuting or any kind of race other than on foot,
  - (d) Air travel except as a fare-paying passenger on a recognised airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognised air carrier and flown by professional crews between properly established and maintained airports,
  - (e) Criminal act or any illegal activities.
2. Intoxication of alcohol or drug, unless the drug and/or alcohol are taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug and/or alcohol addiction.
3. Provoked murder or assault, intention self-injury, suicide or attempted suicide or any attempt thereat while sane or insane.
4. Pregnancy, childbirth, miscarriage, mosquito bite, sickness, disease or medical disorder.
5. Pre-Existing Medical Condition
6. Deliberate exposure to exceptional danger (except in an attempt to save human life)
7. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
8. Direct participation in riot or civil commotion, invasion, acts of foreign enemies, hostilities (whatever war be declared or not), rebellion, revolution, insurrection or military or usurped power.
9. Epidemic and/or pandemic

**TABLE OF BENEFITS**

<b>PERCENTAGES OF THE SUM COVERED</b>	
<b>(g) ACCIDENTAL DEATH</b>	100%
<b>(h) PERMANENT DISABLEMENT</b>	
Loss of Limbs ( two limbs)	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total insanity	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing Permanent Total Disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	
- at hip	100%
- between knee and hip	100%
- below knee	100%
Eye: Loss of	
- whole eye	100%
sight	100%
- sight, except perception of light	50%
- lens	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	40%
Loss of thumb	
- Both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger	
- three phalanges	5%
- two phalanges	4%
- one phalanx	2%
Loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpal	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all phalanges	15%
- great toe, both phalanges	5%
- great toe, one phalanx	2%
- other than great toe if more than one toe lost, each	1%
Loss of hearing	
- both ears	75%
- one ear	15%
Loss of speech	50%

Where the Bodily Injury is not specified, the Takaful Operator reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

Loss of use of body member shall be treated as loss of body member.

The aggregate of all percentages payable in respect of any one Accident shall not exceed 100%. In the event of a total of 100% having been paid, all Takaful hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit A by that amount from the date of Accident until the expiration of the Certificate.

## SECTION 3.4 – PRODUCT LIABILITY

THIS SECTION WITNESSETH that subject to the Terms, Exceptions, Limits and Conditions contained herein or endorsed or otherwise expressed hereon, the Takaful Operator will grant the Participant the Indemnity as defined herein in respect of liability from the first claim in respect of which is first made against the Participant after the Retroactive Date stated in the Schedule and before the end of the Period of Takaful.

PROVIDED THAT the liability of the Takaful Operator for compensation to any claimant or claimants shall be limited:

- 1) All sums which the Insured shall become legally liable to pay as compensation in respect of:
  - a) Death and bodily injury to or illness or diseases of any person and/or
  - b) Damage to Property arises out of the nature, condition or quality of the Participant's Products.
- 2) All costs and expenses of litigation:
  - a) Recovered from the Participant by any claimant or claimants.
  - b) Incurred with the written consent of the Takaful Operator in respect of a claim against the Participant for compensation to which the Indemnity expressed in the Certificate.

## SPECIAL EXCLUSIONS

The Takaful Operator will not be liable under this Certificate for claims in respect of:

1. Human immunodeficiency Virus (AIDS/HIV) or any illness thereby induced, including but not limited to Acquired Immune syndrome (AIDS) or Aids Related complex (ARC) or any related diagnostic or therapeutic products.
2. Contraceptives.
3. Human biological materials including extracts therefrom.
4. Human implants.
5. Silica.
6. Tobacco.
7. Urea Formaldehyde; Polychlorinated Biphenyl; 8-Hydroxyquinoline derivatives; Contraceptives; Vaccine; Diethylstilbestrol; RU 486 and any other Chemical Abortifacients; Fenfluramine; Fenfluramine; Phentermine; Dexfenfluramine; Vaccines.
8. Participant's Products which are to be Participant's knowledge sold, supplied, erected, manufactured, installed, serviced, processed, repaired or treated by or on behalf of the Participant.
9. Property belonging to or in the custody, care or control of the Participant.
10. Liability imposed by any contract warranty or agreement unless such liability would have attached to the Participant in the absence of any such contract warranty or agreement.
11. Any costs or expenses incurred in repairing or making any refund in respect of the Participant's Products or work completed by the Participant.
12. Design plan formula or specification of the Participant's Products or any instruction or advice or absence thereof on the nature use or storage of the Participant's Products provided by or on behalf of the Participant.
13. The transmission of any computer code, programme or other data.
14. The unauthorized taking of or access to data.
15. Employee in the service of the Participant or claiming compensation from the Participant under any Workers Compensation or similar legislation as a workman in the service of a subcontractor of the Participant.
16. Directly or indirectly from any failure of the Participant's Products to perform their intended function or meet the performance requirements or their specification.
17. Directly or indirectly caused by or contributed to by or arising from a Genetically Modified Organism (GMO).  
For the purpose of this exclusion Genetically Modified Organism (GMO) means organisms of any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds) which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

18. Infringement of plans copyright patent trademark or registered design or other intellectual property.
19. Non-completion non-performance or delay in completion of any contract or agreement.
20. The payment of any penalty sums fines or liquidated damages or punitive or exemplary or aggravated damages.
21. Arising out of and in connection with the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by the Participant into or upon land atmosphere or any water course or body of water.
22. Arising out of a breach of the duty owed in a professional capacity by the Participant and/or by persons for whose breaches of such duty the Participant may be legally liable.
23. The withdrawal, inspection, recall, repair, adjustment, replacement, removal, disposal or loss of use of the Products or of any property of which such Products form a part.

<b>SPECIAL CONDITIONS</b>
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1. The Participant to take all reasonable precautions to:
  - (a) Prevent Bodily injury and Property.
  - (b) Prevent the manufacture, sale or supply of defective products.
2. Comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property including the inspections of passenger lifts and steam pressured apparatus.
3. At his own expense take reasonable action to trace, recall or modify any of the Participant's Products which contain any defect or deficiency of which the Participant knows or has reason to suspect.

**CLAUSES / ENDORSEMENT / WARRANTIES**  
(ONLY APPLICABLE IF MENTIONED ON SCHEDULE)

**FC801B 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 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.

**FC802A 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 Takaful Operator 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 Takaful Operator 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.

**FC802B REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM COVERED)**

The Takaful on item(s) hereby covered includes costs and expenses necessarily incurred by the Participant with the consent of the Takaful Operator 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 amount payable for such costs and expenses shall not exceed 10% of the Sum covered of each Item or Ringgit Malaysia Two Million (RM2,000,000) in aggregate any one loss, whichever is lower.

**FC803A 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.

**FC803B 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 Takaful Operator's maximum liability for any loss damage and fees not exceeding the Sum covered against each item.

**FC804 OTHER CONTENTS CLAUSE**

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

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

#### **FC806A 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 make any contribution due under this Certificate, the Mortgagee (Charge) shall on demand contribute the same.

Provided also that the Mortgagee (Charge) shall notify the Takaful Operator 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 make 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 Takaful Operator 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 Takaful Operator 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).

#### **FC808 FOUNDATION EXCLUSION**

The Takaful 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).

#### **FC811 DESIGNATION CLAUSE**

For the purpose of determining where necessary the item (column heading) under which any property is covered, the Takaful Operator agrees to accept the designation under which such property is entered in the Participant's books.

#### **FC816 REINSTATEMENT VALUE CLAUSE (NOT APPLICABLE TO STOCK-IN-TRADE AND MERCHANDISE)**

Notwithstanding anything to the Contrary contained in General Condition 17 of the Certificate, it is hereby declared and agreed that in the event of the property covered under the within 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 of 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 Takaful Operator 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 Takaful Operator 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 Takaful Operator 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 being his own operator 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 Takaful Operator within six (6) months from the date of destruction or damage, or such further time as the Takaful Operator 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 effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.



- FC825(i) SPRINKLER LEAKAGE ENDORSEMENT (BUILDING)**
- FC825(ii) SPRINKLER LEAKAGE ENDORSEMENT (CONTENTS)**
- FC825A SPRINKLER LEAKAGE ENDORSEMENT – DELETION OF CONDITION 1 (BUILDING AND/OR CONTENTS)**
- FC825b(i) SPRINKLER LEAKAGE ENDORSEMENT – DELETION OF CONDITION 1 (BUILDING)**
- FC825b(ii) SPRINKLER LEAKAGE ENDORSEMENT – DELETION OF CONDITION 1 (CONTENTS)**
- FC825D(i) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF EXCLUSION (d) AND (e) (BUILDING)**
- FC825D(ii) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF EXCLUSION (d) AND (e) (CONTENTS)**
- FC825Db(i) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF CONDITION 1 AND DELETION OF EXCLUSION (d) AND (e) (BUILDING)**
- FC825Db(ii) SPRINKLER LEAKAGE ENDORSEMENT - DELETION OF CONDITION 1 AND DELETION OF EXCLUSION (d) AND (e) (CONTENTS)**

In consideration of making an additional 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 Takaful Operator 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 buildings 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 Takaful Operator signified by endorsement upon the Certificate.

#### **SPECIAL CONDITIONS**

1. The Participant shall at all times during the currency of this Certificate take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
2. The Takaful Operator shall not be responsible for loss or damage which may occur after notice has been given to the Participant by the Takaful Operator that Sprinkler Installations is/are liable to accident by reason of defective construction or condition nor if the Participant is himself aware of defect in construction or condition.

#### **FC828 OUTBUILDING CLAUSE**

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 Takaful by each item under Contents extends to include the contents of each outbuilding.

#### **FC831 ALTERATIONS AND REPAIRS CLAUSE**

Notwithstanding General Condition 5(a), workmen are allowed on or about the Participant's property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

#### **FC835 PAIRS AND SETS CLAUSE**

It is hereby declared and agreed that notwithstanding anything contained in this Certificate to the contrary, where any covered item consists of articles in a pair or set, the Takaful Operator 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.

#### **FC847.01 UNVALUED CERTIFICATE CLAUSE**

This is an unvalued Certificate. The onus is on the Participant to prove the actual value of the Property Participant at the time of the happening of its destruction or the actual amount of such damage

#### **FP501 AIRCRAFT DAMAGE ENDORSEMENT**

In consideration of the contribution made by the Participant to the Takaful Operator of additional 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 Takaful Operator 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.

#### **FP502 EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT**

In consideration of an additional contribution, the Takaful Operator agrees that notwithstanding anything stated to the contrary in General Condition No.11 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.

#### **FP503 STORM, TEMPEST ENDORSEMENT**

In consideration of an additional contribution, the Takaful Operator agrees that notwithstanding anything stated to the contrary in General Condition No. 11 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 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 any peril to which this Clause is hereinbefore stated to apply, the Takaful Operator'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, as ascertained after the application of any condition of average.

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 Takaful Operator 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 Fire Special Exclusion 2 (h) of the Certificate.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Takaful Operator 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.

#### **FP504 FLOOD ENDORSEMENT**

In consideration of an additional contribution, the Takaful Operator agrees that notwithstanding anything stated to the contrary in General Condition No. 11 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.

### **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 hereinbefore stated to apply, the Takaful Operator'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, as ascertained after the application of any condition of average.

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. 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 Fire Special Exclusion 2(h) Certificate.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
2. The Takaful Operator 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.

### **FP505A EXPLOSION ENDORSEMENT - INDUSTRIAL WITHOUT BOILERS**

### **FP505B EXPLOSION ENDORSEMENT - INDUSTRIAL WITH BOILERS**

### **FP505C EXPLOSION ENDORSEMENT - NON INDUSTRIAL WITHOUT BOILERS**

### **FP505D EXPLOSION ENDORSEMENT - NON INDUSTRIAL WITH BOILERS**

In consideration of an additional contribution, the Takaful Operator hereby agree and declare 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 Fire Special Exclusion No. 2 (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 Takaful Operator 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 organisation(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 Takaful Operator 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 a 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 Takaful Operator 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 Takaful Operator 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.

**FP506B IMPACT DAMAGE ENDORSEMENT - INCLUDING PARTICIPANT'S OWN VEHICLES**

In consideration of an additional contribution, the Takaful Operator hereby agree and declare 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 including any road vehicles, forklift, other mechanically or electrically propelled vehicles (other than vehicles held as stock), railway locomotives and/or rolling stocks, 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, as ascertained after the application of any condition of average.

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.

**FP507A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT - BUILDINGS EXCEEDINGS FIVE (5) STOREYS (INCLUDING MEZZANINE)**

**FP507B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES ENDORSEMENT - OTHERS**

In consideration of an additional contribution, the Takaful Operator hereby agree and declare 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 Takaful Operator'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 Takaful Operator 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 Takaful 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 Takaful Operator 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 Takaful Operator or any person or public body.

Subject otherwise to the terms and conditions of the Certificate.

**FP508A.01 ELECTRICAL INSTALLATIONS CLAUSE (A) (APPLICABLE TO ELECTRICAL MACHINERY, PLANT AND INSTALLATION IN MANUFACTURING RISKS AND WORKSHOPS)**

This Takaful Operator 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) arising.

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.

**FP508B ELECTRICAL INSTALLATION CLAUSE (B)**

Loss or damage by fire to the electrical appliances and installation covered under 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 subject to the terms and conditions of this Certificate, but it is expressly understood that no liability exists under this Certificate for loss or damage to an 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.

**FP509 BUSH/LALANG FIRE ENDORSEMENT**

In consideration of the contribution made by the Participant to the Takaful Operator of an additional contribution, notwithstanding anything to the contrary contained in Fire Special Exclusion 2 (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 currency 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.

**FP510 SUBSIDENCE AND LANDSLIP ENDORSEMENT - STANDARD COVER**

**FP510D SUBSIDENCE AND LANDSLIP ENDORSEMENT - DELETION OF EXCLUSION (A) UNDER STANDARD COVER**

In consideration of an additional contribution, the Takaful Operator hereby agree and declare 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 Takaful Operator shall not exceed the Sum Covered by each item on the property covered 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 terms and conditions of the Certificate.

**FP511A SPONTANEOUS COMBUSTION ENDORSEMENT - BY FIRE ONLY**

In consideration of the contribution made by the Participant to the Takaful Operator of an additional 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 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 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 Takaful Operator 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 Takaful under the Certificate.

Subject otherwise to the terms and conditions of the Certificate.

**FP511B SPONTANEOUS COMBUSTION ENDORSEMENT - FULL COVER**

In consideration of the contribution made by the Participant to the Takaful Operator of an additional 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 or damage to the property covered caused by its own spontaneous fermentation, heating or combustion.

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 Takaful Operator 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.

**FP512B RIOT STRIKE AND MALICIOUS DAMAGE - OTHER THAN RESIDENTIAL PROPERTIES**

In consideration of an additional contribution, the Takaful Operator 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 other 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 consequences 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 in the within written Certificate contained to the contrary, 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 Takaful Operator shall not be liable under this extension for any loss 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 thereof 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.
- (a) 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 Takaful Operator 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 organisation(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 Takaful Operator 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 or accounts or other business books, or computer systems records.
- (f) Explosives.

#### **Condition 11**

This Takaful may at any time be terminated by the Takaful Operator on notice to that effect being given to the Participant, in which case the Takaful Operator shall be liable to return 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 Takaful Operator shall not be liable to return the contribution or any part of it except in so far as the Takaful applies to stocks in respect of which the Takaful Operator shall retain a contribution calculated according to its customary short period scale for the time of 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 being covering his own for 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.

**FP513 DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM**

In consideration of an additional contribution, the Takaful Operator hereby agree and declare 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 as ascertained after the application of any condition of average.

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 foresaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Certificate.

**FP514A COLD STORAGE IINCUBATOR CLAUSE (A)**

This Certificate does not cover loss or damage to the property hereby covered which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant/incubating plant by fire or any other perils hereby covered.

Subject otherwise to the terms and conditions of the Certificate.

**FP514B COLD STORAGE INCUBATOR CLAUSE (B)**

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/incubating plant by fire or any other perils hereby covered.

Subject otherwise to the terms and conditions of the Certificate.

**FW701A RESTRICTION OF MERCHANDISE WARRANTY (Club / School / Office)**

Warranted that during the currency 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.

**FW701D RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)**

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

**FW703A 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, namely:

- |  |  |
|--|--|
| (i) All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93°C (200F)  | 3600 liters<br>(800 gallons)                       |
| (ii) All liquids including petrol giving off flammable vapour with flashpoint below 38°C (100F)  | 900 liters<br>(200 gallons)                        |
| (iii) Matches, carbides, liquified petroleum gas (LPG) spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc. | 30 kg or 4 cases or<br>cartons whichever is higher |

**FW703B STORAGE OF HAZARDOUS GOODS WARRANTY B**

Warranted that during the currency 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.

**FW704A STORAGE OF PETROL WARRANTY**

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

**FW704B RESTRICTION OF SPRAY PAINTING / POWDER SPRAYING WARRANTY**

Warranted that during the currency of this Certificate no spray painting / powder spraying or any process in connection therewith be carried on in the premises described herein.

**FW704C 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.

**FCL301.01 - PREVENTION OF ACCESS**

In consideration of making an additional contribution which is included in the contribution hereon, it is agreed and declared that subject to the conditions of the Certificate loss as covered by this Certificate resulting from interruption of or interference with the Business in consequence of Damage by covered peril (as within defined) to property in the vicinity of the Participant's premises which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Participant therein shall be damaged or not, shall be deemed to be loss resulting from Damage to property used by the Participant at the premises.

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the accident, beginning with the date of the occurrence and ending not later than the Maximum Indemnity Period thereafter.

Maximum Indemnity Period shall mean the number of months as per Schedule.

The Takaful Operator's liability under this memorandum shall not exceed 10% of the Sum Covered in any one Period of Takaful, after the application of all other terms and conditions of the Certificate.

PROVIDED that the Takaful Operator shall not be liable for any loss covered by this extension unless interruption of or interference with the Business of the Participant exceeds a period of seventy-two (72) hours and the liability of the Takaful Operator under this extension shall apply only to such period in excess of seventy-two (72) hours.

**FCL302 PAYMENT ON ACCOUNT CLAUSE**

Payment on account will be made to the Participant if desired provided that it is established that the loss is indemnifiable under this Certificate.

- FCM303A(i) PUBLIC UTILITIES - ONE UTILITY (ELECTRICITY - 72 HOURS)
- FCM303A(ii) PUBLIC UTILITIES - ONE UTILITY (WATER - 72 HOURS)
- FCM303A(iii) PUBLIC UTILITIES - ONE UTILITY (GAS - 72 HOURS)
- FCM303B(i) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY & WATER - 72 HOURS)
- FCM303B(ii) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY AND GAS - 72 HOURS)
- FCM303B(iii) PUBLIC UTILITIES - TWO UTILITIES (WATER AND GAS - 72 HOURS)
- FCM303C PUBLIC UTILITIES - THREE UTILITIES (72 HOURS)
- FCM303D(i) PUBLIC UTILITIES - ONE UTILITY (ELECTRICITY - 48 HOURS)
- FCM303D(ii) PUBLIC UTILITIES - ONE UTILITY (WATER - 48 HOURS)
- FCM303D(iii) PUBLIC UTILITIES - ONE UTILITY (GAS - 48 HOURS)
- FCM303E(i) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY & WATER - 48 HOURS)
- FCM303E(ii) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY AND GAS - 48 HOURS)
- FCM303E(iii) PUBLIC UTILITIES - TWO UTILITIES (WATER AND GAS - 48 HOURS)
- FCM303F PUBLIC UTILITIES - THREE UTILITIES (48 HOURS)
- FCM303G(i) PUBLIC UTILITIES - ONE UTILITY (ELECTRICITY - 24 HOURS)
- FCM303G(ii) PUBLIC UTILITIES - ONE UTILITY (WATER - 24 HOURS)
- FCM303G(iii) PUBLIC UTILITIES - ONE UTILITY (GAS - 24 HOURS)
- FCM303H(i) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY AND WATER - 24 HOURS)
- FCM303H(ii) PUBLIC UTILITIES - TWO UTILITIES (ELECTRICITY AND GAS - 24 HOURS)
- FCM303H(iii) PUBLIC UTILITIES - TWO UTILITIES (WATER AND GAS)
- FCM303I PUBLIC UTILITIES - THREE UTILITIES (24 HOURS)

In consideration of making an additional contribution it is hereby declared that subject to the conditions of the Certificate, loss as covered by this Certificate resulting from interruption of or interference with the business consequent upon failure of public supplies of electricity/water/gas (as stated in the Schedule) resulting from a damage as defined in this Certificate at any:

- i) generating station or substation of the public electricity supply undertaking,
  - ii) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
  - iii) water works or pumping station of the public water supply undertaking,
- from which the Participant obtains electricity/water/gas (as stated in the Schedule) shall be deemed to be loss resulting from damage to property used by the Participant at the premises. Any transmission lines or pipes feeding to the Participant's premises are not included.

A deliberate act of the supply undertaking not performed for the purpose of safeguarding life or protecting the system and rationing not necessitated solely by accidental damage to the supply undertaking's equipment are excluded.

PROVIDED that the Takaful Operator shall not be liable for any loss covered by this extension unless failure of the public supplies of electricity/water/gas (as stated in the Schedule) exceeds a period of 72 hours and the liability of the Takaful Operator under this extension shall apply only to such period in excess of 72 hours.

**FCM309 GROSS PROFIT DIFFERENCE BASIS WORDING**

SPECIFICATION referred to Section - Fire Consequential Loss of the Certificate in the name of as mentioned in the Schedule and forming an integral part of that Certificate.

Item No	Sum Covered
1. On Gross Profit	as mentioned in the Schedule

THE TAKAFUL UNDER ITEM NO. 1 is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

- (a) IN RESPECT OF REDUCTION IN TURNOVER:  
The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING:  
The additional expenditure (subject to the provisions of the Uncovered Standing Charges Clause) necessarily and reasonably incurred for the sole purpose avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of reduction thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the damage:

provided that if the Sum Covered by this Item be less than the sum produced by applying the rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.



**DEFINITIONS**

**GROSS PROFIT:** The amount by which the sum of the Turnover, Closing Stock and Work-in-Progress shall exceed the sum of the Opening Stock, Work-in-Progress and the Specified Working Expenses.

**SPECIFIED WORKING EXPENSES:** As mentioned in the Schedule

**TURNOVER:** The money (less discount allowed) paid or payable to the Participant for goods sold and delivered and for services rendered in course of the business at the premises.

**INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.

**MAXIMUM INDEMNITY PERIOD:** As mentioned in the Schedule

**RATE OF GROSS PROFIT:** The rate of Gross Profit earned on the turnover during the financial year immediately before the date of damage ) to which such adjustment shall ) be made as may be necessary to ) provide for the trend of the business ) and for variations in or special circumstances ) affecting the business either before or after ) the damage or which would have affected ) the business had the damage not ) occurred so that the figures thus adjusted ) as nearly as may be reasonably practicable the ) the results which but for the damage would have ) been obtained during the relative period after the months immediately ) damage. )

**ANNUAL TURNOVER:** The Turnover during the twelve months immediately before the date of the damage

**STANDARD TURNOVER:** The Turnover during that period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

**Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Participant or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Uncovered Standing Charges Clause**

If any standing charges of the business be not covered by this Certificate (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of the additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and all the Uncovered Standing Charges.

**Contribution Adjustment Clause**

In the event of the Gross Profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any Period of Takaful as certified by the Participant's Auditors, being less than the Sum Covered thereon a pro-rata return of contribution not exceeding fifty per cent (50%) of the contribution made on such Sum Covered for such Period of Takaful will be made in respect of the difference. If any damage shall have occurred giving rise to a claim under this Certificate, such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Contribution Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Certificate.

**FCM311 GROSS RENTAL WORDING**

SPECIFICATION referred to Section - Fire Consequential Loss of the Certificate in the name of as mentioned in the Schedule and forming an integral part of that Certificate.

Item No.	Sum Covered
1. On Gross Rental	as mentioned in the Schedule

THE TAKAFUL UNDER ITEM NO. 1 is limited to (a) loss of Gross Rental and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall be:

- (a) IN RESPECT OF LOSS OF GROSS RENTAL: The amount by which the Gross Rental during the Indemnity Period shall in consequence of the damage fall short of the Standard Gross Rental
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Gross Rental which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the amount of the reduction in Gross Rental thereby avoided:

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rental as may cease or be reduced in consequence of the damage:

provided that if the Sum Covered by this item be less than the Annual Gross Rental (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**GROSS RENTAL:** The money paid or payable to the Participant by tenants in respect of rental of the Premises.

**INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the Gross Rental shall be affected in consequence of the damage.

**MAXIMUM INDEMNITY PERIOD:** As mentioned in the Schedule

**STANDARD GROSS RENTAL:**

The Gross Rental during the period corresponding with the Indemnity Period in the twelve months immediately before the date of damage which corresponds with the Indemnity Period

) to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.

**ANNUAL GROSS RENTAL:**

The Gross Rental during the twelve months immediately before the date of the damage

**Alternative Trading Clause**

If during the Indemnity Period the business shall be conducted elsewhere than at the premises the money paid or payable to the Participant in respect of rent at such other premises shall be brought into account in arriving at the Gross Rental during the Indemnity Period.

**Contribution Adjustment Clause**

In the event of one time the Gross Rental (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Takaful as certified by the Participant's auditors being less than the Sum Covered thereon a pro rata return of contribution not exceeding 50 per cent, of the contribution made on such Sum Covered for such Period of Takaful will be made in respect of the difference. If any damage shall have occurred, giving rise to a claim under this Certificate such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Contribution Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Certificate.

**FCM315 GROSS REVENUE WORDING**

SPECIFICATION referred to Section - Fire Consequential Loss of the Certificate in the name of as mentioned in the Schedule and forming an integral part of that Certificate.

Item No.	Sum Covered
1. On Gross Revenue	as mentioned in the Schedule

THE TAKAFUL UNDER ITEM NO. 1 is limited to (a) LOSS OF GROSS REVENUE and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

- (a) IN RESPECT OF LOSS OF GROSS REVENUE: The amount by which the Gross Revenue during the Indemnity Period shall in consequence of the damage fall short of the Standard Gross Revenue.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the amount of the reduction hereby avoided:

Less any sum saved during the Indemnity Period in respect of such of the Working Expenses and Standing Charges of the business as may cease or be reduced in consequence of the damage:

Provided that if the Sum Covered by this item be less than the Annual Gross Revenue (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**INDEMNITY PERIOD:** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.

**MAXIMUM INDEMNITY PERIOD:** As mentioned in the Schedule.

**GROSS REVENUE:** The money paid or payable to the Participant in respect of work done and services rendered in the course of the business at the premises excluding.

**STANDARD GROSS REVENUE:**

The Gross Revenue during that period in the Twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

) to which such adjustments shall be  
) made as may be necessary to  
) provide for the trend of the business  
) and for variation in or other  
) circumstances affecting the business either  
) affecting the business either before or  
) after the damage or which would  
) have affected the business had the  
) damage not occurred so that the  
) figures this adjusted shall represent  
) as nearly as may be reasonably  
) practicable the results which but for  
) the damage would have been  
) obtained during the relative period  
) after the damage.

**ANNUAL GROSS REVENUE**

The Gross Revenue during the twelve months immediately before the date of the damage

**Alternative Trading Clause**

If during the Indemnity Period work shall be done or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Participant or by others on their behalf the money paid or payable in respect of such work or services shall be brought into account in arriving at the Revenue during the Indemnity Period.

**Contribution Adjustment Clause**

In the event of the Gross Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the financial year most nearly concurrent with any Period of Takaful as certified by the Participant's Professional Accountants being less than the Sum Covered thereon a pro-rata return of contribution not exceeding 50 per cent of the contribution made on such Sum Covered for such Period of Takaful will be made in respect of the difference. If any damage shall have occurred giving rise to a claim under this Certificate such return shall be made in respect only of so much of the said difference as is not due to such damage.

This Contribution Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Certificate.

**FCL304 ACCUMULATION OF STOCK CLAUSE**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage of turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

**FCL307 SALVAGE SALES CLAUSE**

If, following damage giving rise to a claim under this Certificate, the Participant shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No. 1 of the specifications attached shall for the purpose of such claim read as follows:

- (a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be deducted from the Gross Profit actually earned during the period of the salvage sale.

**FCL308 ALTERNATIVE BASIS CLAUSE**

It is agreed and declared that in the event of a claim, adjustment may be based on "Turnover or Output" whichever affords the most equitable result, and except in the definition of turnover the word "Turnover" wherever used in this Certificate shall read as "Turnover or Output." "Output" shall mean sale value of goods manufactured by, or sold by, the Participant in the course of the Business at the Premises, provided that: (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

**Alternative Trading Clause**

If during the Indemnity Period goods shall be manufactured elsewhere than at The Premises affected by the damage for the benefit of The Business either by the Participant or by others on the Participant's behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

**FCL312 ACCOUNTANTS CLAUSE**

Any particulars or details contained in the Participant's books or documents which may be required by the Takaful Operator under General Condition No. 9 of this Certificate for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Participant and their report shall be prima facie evidence of the particulars and details to which such report relates.

**FCL316 NEW BUSINESS CLAUSE**

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises, the terms 'RATE OF GROSS PROFIT', 'ANNUAL TURNOVER' and 'STANDARD TURNOVER' shall bear the following meanings and not as within stated:

**RATE OF GROSS PROFIT:**

The rate of gross profit earned on the turnover during the Period between the commencement of the business and the date of the damage

) to which such adjustment shall be made as may  
) be necessary to provide for the trend of the  
) business and the variations in or special  
) circumstances affecting the business either  
) before or after the damage or which would  
) have affected the business had the damage not  
) occurred, so that the figures thus adjusted shall  
) represent as nearly as may be reasonably  
) the results which but for the damage would have  
) obtained during the relative period after the  
) damage

**ANNUAL TURNOVER:**

The proportional equivalent for the period of twelve months of the turnover realised during the period between the commencement of the business and the date of the damage

)

**STANDARD TURNOVER:**

The proportional equivalent for a period equal to the Indemnity Period, of the Turnover realised during the period between the commencement of the business and the date of the damage.

)

)

)

)

After twelve (12) months of trading have been completed the normal specification wording operates.

**FCL317 MATERIAL DAMAGE PROVISO WAIVER CLAUSE**

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of destruction or damage that the payment shall have been made or liability admitted under the Takaful covering the interest of the Participant in the property at the premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such Takaful excluding liability for losses below a specified amount.

**FCM322 ADDITIONAL PERILS ENDORSEMENT (B)**

It is hereby agreed and declared that notwithstanding anything in the within written Certificate contained to the contrary the term Damage as defined in this Certificate shall extend to include destruction or damage (by fire or otherwise) caused by the additional perils as covered by the material damage Section – Fire of the Certificate.

Provided that the liability of the Takaful Operator shall in no case under this Endorsement and the Certificate exceed the Sum Covered by this Certificate.

All the conditions of this Certificate shall apply in all respects to the Takaful granted by this Endorsement save in so far as the same are expressly varied hereunder.

**FCM327 100% WAGES AND SALARIES ON PAYROLL BASIS WORDING**

SPECIFICATION referred to Section - Fire Consequential Loss of Certificate in the name of as mentioned in the Schedule and forming an integral part of that Certificate.

Item No.	Sum Covered
1. On Payroll	as mentioned in the Schedule

THE TAKAFUL UNDER ITEM NO. 1 is limited to loss in respect of PAYROLL due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be :

- (a) IN RESPECT OF REDUCTION IN TURNOVER : The sum produced by applying the Rate of payroll to the amount by which the turnover during the Indemnity Period shall in consequence of the damage fall short of the Standard Turnover.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING : The additional expenditure (subject to the provisions of Uncovered Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the damage but not exceeding the sum produced by applying the Rate of Payroll to the amount of the reduction thereby avoided :

less any sum saved during the Indemnity Period if Payroll shall cease or be reduced in consequence of the damage. It being understood that allowances to employees retained in the Participant's services during the Indemnity Period while unable to work in consequence of the damage shall be treated as payroll paid:

provided that if the Sum Covered by this Item be less than the sum produced by applying the Rate of Payroll to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

**DEFINITIONS**

**PAYROLL :** The remuneration (including employees provident fund, bonuses, SOCSO contributions pensions Takaful costs or other payments pertaining to payroll) of all employees

**WAGES :** Payments made to employees who are concerned with production and all others whose remuneration is not included as salaries.

**SALARIES :** Payments made usually weekly or monthly to staff permanently employed and whose duties are not directly concerned with production or, if so are in an executive capacity.

**INDEMNITY PERIOD :** The period beginning with the occurrence of the damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the damage.

**MAXIMUM INDEMNITY PERIOD :** Months (as mentioned in the Schedule)

**RATE OF PAYROLL**

The Rate of Payroll earned on the Turnover during the financial year immediately before the date of the damage. ) to which such adjustments shall be made as may be ) necessary to provide for the trend of the business ) and for variations in or other circumstances affecting ) the business either before or after the damage or ) which would have affected the business had

**ANNUAL TURNOVER**

The Turnover during the twelve months immediately before the date of the damage. ) that the figures thus adjusted shall represent as nearly ) as may be reasonably practicable the results which ) but for the damage would have been obtained during ) the relative period after the damage.

**STANDARD TURNOVER**

The Turnover during that period in the twelve months immediately before the damage which corresponds with the Indemnity Period. ) ) ) ) ) ) )

**Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Participant or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

**Uncovered Standing Charges Clause**

In computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of the additional expenditure incurred in respect of the indemnity period shall be brought into account which the amount of payroll bears to the sum of Net Profit and all the Standing Charges and Payroll.

**FCM331 AUDITORS' FEES CLAUSE**

The Takaful under Section - Fire Consequential Loss of this Certificate is limited to reasonable fees payable by the Participant to their Auditors for producing and certifying any particulars or details contained in the Participant's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Takaful Operator under the terms of Condition 3 under Section 1.2 of this Certificate.

**IMPORTANT**

The Participant shall read this Certificate carefully, and if any error or misdescription be found herein, or if the Takaful be not in accordance with the wishes of the Participant, advice should at once be given to the Takaful Operator and the Certificate returned for attention.

## **PROCEDURES FOR MAKING TAKAFUL COMPLAINTS**

Please examine your Takaful Certificate to ensure that it meets your requirement.

To avoid misunderstanding, it is very important that the Certificate, the Schedule and any Endorsements attached therein be read thoroughly.

If you have any complaints or grievances pertaining to your Certificate, please contact your agent, if any or get in touch with our issuing office. We assure you that your complaints will be attended to promptly.

As a responsible Takaful Operator, we wish to bring to your attention that you could also address your dissatisfaction to Ombudsman for Financial Services (OFS) (*formerly known as Financial Mediation Bureau*) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

### **Procedures for complaint to OFS**

If you are not satisfied with the decision of the Takaful Operator, you may write to the Mediator with details of the dispute and particulars of your Certificate.

If the Mediator makes an award against the Takaful Operator, you are required to inform the Mediator of your decision to accept or deny the award within 14 (fourteen) days.

If you do not accept the award, you may reject the decision of the Mediator. You are free to institute a court proceeding against the Takaful Operator or refer it to Arbitration.

You may lodge a complaint with the Takaful Operator at:

#### **Zurich General Takaful Malaysia Berhad**

Level 23A, Mercu 3,  
No. 3, Jalan Bangsar, KL Eco City,  
59200 Kuala Lumpur, Malaysia  
Tel: 03-2109 6000  
Fax: 03-2109 6888  
Call Centre: 1-300-888-622  
Email: [callcentre@zurich.com.my](mailto:callcentre@zurich.com.my)  
Website: [www.zurich.com.my](http://www.zurich.com.my)

You may communicate with OFS at:

#### **Ombudsman for Financial Services (OFS)**

(Formerly known as *Financial Mediation Bureau*)  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 603-2272 2811  
Fax: 603-2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

### **Procedures for complaint to CSB**

Alternatively you may put forward your dissatisfaction over the conduct of the Takaful Operator by writing to CSB giving details of your complaint and particulars of your Certificate to:

#### **Contact Centre (BNMTELELINK)**

Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Tel: 1-300-88-5465 (1-300-88-LINK)  
Fax: 03-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**Zurich General Takaful Malaysia Berhad** (1260157-U)  
Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia  
Tel: 03-2109 6000 Fax: 03-2109 6888 Call Centre: 1-300-888-622  
[www.zurich.com.my](http://www.zurich.com.my)



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