

IKHLAS PLATE GLASS TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Takaful IKHLAS as your Plate Glass cover Takaful provider.

INTRODUCTION

The Takaful Participant and the Company hereby agree that:

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

DEFINITIONS

Under this Takaful Certificate:

1. **“the Company”** shall mean Takaful Ikhlas Berhad, its successors or assigns.
2. **“Endorsement”** shall mean written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
3. **“General Risk Investment Account (GRIA)”** shall mean the account where initial remittance of the Takaful Participant’s Takaful Contribution for a General Takaful product is made.
4. **“Goods and Services Tax (GST)”** shall mean any tax payable on the supply of goods, services or other things in accordance with the provisions of GST Law.
5. **“GST Law”** shall mean the Goods and Services Tax Act 2014, subsidiary legislations, statutory orders and regulations governing the application of GST, as amended from time to time.
6. **“Period of Takaful”** shall mean the period of Takaful shown in the Schedule.
7. **“Proposal”** shall mean the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
8. **“Qard”** shall mean interest-free loan method.
9. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
10. **“Schedule”** shall mean the Takaful Certificate Schedule where both the covered items and sum covered are specified.
11. **“Sum Covered”** shall be deemed to represent the replacement cost of the Glass including labour and materials.
12. **“Tabarru”** shall mean donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of Takaful IKHLAS, Tabarru’ will be allocated into the Risk Fund.

13. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.
14. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
15. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
16. **“Takaful Participant”** shall mean the person named in the Schedule as “the Participant”.
17. **“Wakalah”** refers to a contract where a party, as principal (muwakkil) authorizes another party as his agents (wakil) to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of Takaful IKHLAS, the wakalah contract involves a fee (wakalah bi al-ujrah) to be paid to Takaful IKHLAS.
18. **“Warranties”** shall mean either restriction or obligation that the Takaful Certificate imposes on the Takaful Participant. A breach of a warranty will entitle the Company to reject the claim for loss or damage or liability.

COVERAGE

Subject to terms contained herein or endorsed hereon if any of the Glass at the premises shall during any Period of Takaful be broken by fracture extending through its entire thickness as the result of any accident or misfortune not hereunder excepted the Company will

- a) Replace the broken glass with similar quality or at its option pay to the Takaful Participant the value of the glass broken at the price current at the date of breakage less the value of any salvage
- b) Pay the reasonable cost of any necessary temporary boarding up pending replacement of the broken glass provided that the Company's liability shall not exceed in aggregate in any one Period of Takaful the Total Sum Covered and for a) above in respect of each item the sum expressed in the Schedule to be insured thereon.

CONDITIONS

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

1. The Company shall take all reasonable precautions to prevent breakage loss or damage.
2. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Takaful Participant except to a transferee approved by the Company.
3. In the event of any breakage loss or damage the Takaful Participant shall give immediate notice to the Company with full particulars thereof. If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognized repute and standing and shall not pay any loss arising from inferior artistic merit.
4. The Company shall be entitled in the Company's or the Takaful Participant's name to take steps for securing from any person responsible for such breakage loss or damage reimbursement of any sums payable hereunder.
5. The Takaful Participant shall give immediate notice to the Company of any alteration addition or change in any of the Glass or in the occupancy of the Premises and shall pay may additional Takaful Contribution required by the Company.

6. If at the time any claim arises under this Takaful Certificate
- a) There be any other insurance/takaful covering the same breakage loss or damage in the Company shall not pay more than its rateable proportion of such claim
 - b) The cost of replacing the Glass be greater than the Sum Covered the Takaful Participant shall be considered as being the Takaful Participant's own insurer for the difference and shall bear a rateable proportion of such claim. In the event of any claim this clause shall apply separately to each item affected.

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

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

8. If any difference shall arise as to the amount to be paid under this Takaful Certificate (liability being otherwise admitted) such difference shall be referred to arbitration according to the laws in force in the territory in which this Takaful Certificate is issued. Where any difference is by this condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.
9. The due observance and fulfillment of the Terms of this Takaful Certificate in so far as they relate to anything to be done or complied with by the Takaful Participant and the truth of the Proposal shall be conditions precedent to any liability of the Company to make may payment hereunder.
10. Payment of the Takaful Contribution paid by the Takaful Participant as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with Shariah principles. The Company will charge up to 40% of the Takaful Contribution as an upfront Wakalah fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help other Takaful Participants in time of misfortune.
11. At each financial year-end, the Actuary will assess the surplus position of the Risk Fund, to preserve long term sustainability of the fund. The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. If the amount due to Takaful Participant is less than RM30 per Takaful Certificate, the amount shall be retained in the Risk Fund.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund.

If there is a deficit in the Risk Fund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

EXCEPTIONS

The Company shall not be liable in respect of

1. Breakage occasioned by or traceable to
 - a) construction of or structural alterations to the premises.
 - b) alterations to or removal of any Glass.
 - c) settlement or expansion or contraction of the Glass or frames or fittings due to climatic conditions.
2. Claims in respect of
 - a) damage to window frames or other fittings.
 - b) the cost of removal and reinstatement of window fittings and other obstruction to replacement.
 - c) Glass which at the Commencement of the cover thereon is broken or damaged and not subsequently replaced.
3. Destruction or damage directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exclusion only Combustion shall include any self-sustaining process of nuclear fission.
5. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. Any consequence of
 - a) Fire explosion storm tempest hurricane tornado windstorm earthquake subsidence volcanic eruption or other convulsion of nature
 - b) War invasion act or foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or riot or civil commotion

THIS TAKAFUL CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE TAKAFUL PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE TAKAFUL PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE TAKAFUL PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TAKAFUL CERTIFICATE.

IMPORTANT NOTICE

We care about the service that we provide for our customers, and our staff makes every effort to maintain as high a standard as possible. In the event that we do not meet your expectations and you are dissatisfied in some way, we would like to know and would ask you to write to our:

**Customer Relationship Management,
Takaful Ikhlas Berhad, IKHLAS Point,
Tower 11A, Avenue 5, Bangsar South,
No. 8 Jalan Kerinchi,
59200 Kuala Lumpur**

Tel: +603-27239999

Fax: +603-27239998

E-mail: complaints@takaful-ikhlas.com.my

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

<p>Ombudsman for Financial Services (664393P) <i>(formerly known as Financial Mediation Bureau)</i> Level 14, Main Block Menara Takaful Malaysia No 14, Jalan Sultan Sulaiman 50000 Kuala Lumpur. Tel : +603-2272 2811 Fax : +603-2272 1577 E-mail : enquiry@ofs.org.my Website : www.ofs.org.my</p>	<p>Contact Centre (BNMTELELINK) Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: bnmtelelink@bnm.gov.my</p>
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CLAUSES/ENDORSEMENTS & WARRANTIES

The following clauses/endorsements and/or warranties only apply to this Takaful Certificate when specifically mentioned in the Schedule and subject otherwise to the terms of this Takaful Certificate.

PT01 AUTOMATIC REINSTATEMENT OF SUM COVERED

It is hereby declared and agreed that in the event of any claim sustainable under the Takaful Certificate, the sum covered in respect of the item against which payment is made is reinstated upon payment of the appropriate additional Takaful Contribution to the Company until the expiry date of the Takaful Certificate.

PT02 FISRT LOSS BASIS

This Takaful Certificate issued is a First Loss Coverage up to an amount (as shown in the Schedule) being part of the full value as described in the Schedule, it is understood and agreed that in the event of the total value at risk being at the time of any loss within the meaning of this Takaful Certificate is of greater than the full value as described in Schedule the Takaful Participant shall be considered as being their own Insurers for the difference and shall bear a rateable proportion of the loss accordingly.

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

PT05 LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that this Takaful will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or event giving rise or likely to give rise to a claim under this Takaful Certificate.

PT04 REINSTATEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the Property within the Takaful Certificate being destroyed or damaged, the basis upon which the amount payable under each of the said items(s) the Takaful 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 inst property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Takaful Certificate except insofar as the same may be varied hereby.

Special Provisions

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

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or replacement if the whole of the property covered had been destroyed, exceeds the sum covered thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Takaful Certificate, then the Takaful Participant shall be considered as being his own Takaful provider for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Takaful 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 Takaful Participant fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Takaful 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 Takaful Certificate if this memorandum had not been incorporated therein shall be if at time of any destruction or damage to any property covered hereunder such property shall be covered by any other Takaful or insurance effected by or on behalf of Participant which is not upon the identical basis of reinstatement set forth therein.

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

PT06 STRIKE, RIOTS AND CIVIL COMMOTION CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the Takaful Certificate or endorsed thereon and subject to the Takaful Participant having paid the agreed extra Takaful Contribution this Takaful Certificate shall extend to include loss of or damage to the interests covered directly arising from or caused by strikes, riots and civil commotions which for the purpose of this clause shall mean:-

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

Exclusion

Provided always that the company shall not be liable for any loss of or damage to the interests covered occasioned by or through or in consequence, directly or indirectly, any of the following occurrences:-

- A. War, invasion, act or 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. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this condition, "Terrorism" means the use of violence for political ends and includes any use of violence for the purpose of puffing the public or any section of the public in fear.

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

PT08 CONTRIBUTION WARRANTY (W01)

It is fundamental and absolute special condition of this contract of takaful that the Takaful Contribution due must be paid and received by the Takaful Operator within sixty (60) days from the inception date of this Takaful Certificate/endorsement/renewal certificate.

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

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

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

PT15 AUTOMATIC RENEWAL

This Takaful Certificate is deemed automatically renewed and the appropriate Takaful Contribution charged upon expiry unless otherwise instructed.

XXX GOODS AND SERVICES TAX (GST)

The Takaful Contribution, fee and/or monies payable under this Takaful Certificate are subject to GST unless otherwise stated as applicable according to the provision of GST Law.