

IKHLAS HOUSEOWNER/HOUSEHOLDER TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Takaful IKHLAS as your Houseowner/Householder cover Takaful provider.

INTRODUCTION

The Takaful Participant and the Company hereby agree that:

1. The Proposal shall be incorporated and be the basis of the Takaful Certificate.
2. The Takaful Participant agrees to pay the Takaful Contribution in accordance with the Schedule.
3. The Proposal Form completed fully and faithfully shall be a condition precedent to any liability of the Company.
4. The Takaful Participant should read the Takaful Certificate carefully to make sure the Takaful Participant understand what it covers, the terms and conditions applicable and make sure the Takaful Participant is satisfied with this Takaful.
5. 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.
6. The relationship between the Company and the Takaful Participant in this Takaful Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

DUTY OF DISCLOSURE

A. Consumer Takaful Contracts (Takaful wholly for purposes unrelated to Your trade, business or profession)

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

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

B. Non - Consumer Takaful Contracts (Takaful for purposes related to Your trade, business or profession)

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

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

DEFINITIONS

Under this Takaful Certificate:

1. **“Buildings”** means Buildings of a Private Dwelling House at the Premise and includes:

- (a) all domestic offices, stables;
 - (b) garages and out-buildings on the same Premise used solely in connection to it and on the same Premise;
 - (c) Fixtures and Fittings;
 - (d) walls, gates and fences around the Premise.
2. **“the Company”** means Takaful Ikhlas Berhad, its successors or assigns.
 3. **“Consequential loss”** means financial loss.
 4. **“Contents”** means household goods and Personal Effects of every description, belonging to the Takaful Participant or any Family member of the Takaful Participant normally residing with the Takaful Participant contained in the Private Dwelling House, Private Flats or Apartments and all domestic offices, stables, garages and out-buildings, used solely in connection to it, on the same Premise specified on the Schedule.
 5. **“Covered Event”** means one of the Perils listed under this Takaful Certificate.
 6. **“Depreciation”** means the reduction in the value of the item or property due to Wear and Tear.
 7. **“Endorsement”** means a written alteration to the terms, conditions and limitations of this Takaful Certificate which is shown on the Schedule.
 8. **“Erosion”** means being worn or washed away by water or wind.
 9. **“Excess”** means the amount the Takaful Participant must pay towards a claim before the Company pays. The amount will be stated on the Schedule or in any selected Optional Benefits.
 10. **“Family”** and **“Household”** means any person(s) who normally reside with the Takaful Participant.
 11. **“Fixtures”** and **“Fittings”** means items that are permanently attached to Building of the Takaful Participant.
 12. **“Flood”** means the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the Building.
 13. **“General Risk Investment Account (GRIA)”** means the account where initial remittance of the Takaful Participant’s Takaful Contribution for a General Takaful product is made.
 14. **“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.
 15. **“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.
 16. **“Indemnity”** means putting the Takaful Participant back to the Takaful Participant’s same financial position immediately before the loss.
 17. **“Market Value”** means the value of the property covered at the time of loss or damage less allowance for Wear and Tear and/or Depreciation.
 18. **“Occurrence”** means the exact period when the incident took place.
 19. **“Open”** means anywhere at the Premise not fully enclosed by walls and a roof and which is not able to be secured, also any out-buildings on the Premise if such Buildings are not able to be secured.

20. **“Perils”** means source of the misfortune or disaster that causes damage to the covered property.
21. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
22. **“Personal Effects”** means personal items regularly worn or carried on the person for his/her personal use, for example clothing, watch, wallet.
23. **“Premise”** means the land at the address shown on the Schedule on which the Building is built, including the yard or garden used only for domestic purposes.
24. **“Private Dwelling House”** shall mean the Buildings of flats and apartments. When blocks of flats or apartments are covered, Private Dwelling House will refer to the Private Flats or Apartments.
25. **“Proposal”** means 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.
26. **“Qard”** shall mean interest-free loan method.
27. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
28. **“Schedule”** means the Takaful Certificate Schedule where both the covered items and Sum Covered are specified.
29. **“Secured”** means locked so as to prevent entry other than by using force.
30. **“Sum Covered”** means the amount the Takaful Participant has covered on either the Takaful Participant’s Building, the Takaful Participant’s Contents (including specified Contents) as shown on the Schedule. This shall include the Additional Benefits and any of the Optional Benefits selected by the Takaful Participant.
31. **“Tabarru”** means 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.
32. **“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.
33. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
34. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
35. **“the Takaful Participant”** means the person named in the Schedule as “the Participant”.
36. **“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.
37. **“Warranties”** means 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.
38. **“Wear and tear”** means damage or a reduction in value through age, ordinary use or lack of maintenance.

COVERING CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

The Company will cover the Buildings and/or Contents as shown on the Schedule during the Period of Takaful.

This cover will be given on the basis:-

- (a) that the Takaful Participant agrees to pay the Company the Takaful Contribution for the cover, and
- (b) of the verbal/written information provided by the Takaful Participant at the point of entering into this Takaful Certificate.

In respect of Covered Event occurring during the Period of Takaful and subject to the limitations, exceptions and conditions contained or endorsed in the Takaful Certificate, the Company will, by payment or by reinstatement or repair, indemnify the Takaful Participant against loss or damage to the property covered as mentioned in the Schedule.

This Takaful Certificate covers the covered property up to the amount of the Sum Covered as stated in the Schedule for loss or damage to the Takaful Participant's Building and/or the Takaful Participant's Contents caused by a Covered Event.

The Schedule will show if the Takaful Participant has covered the Takaful Participant's Building, the Takaful Participant's Contents or both.

CONTENTS

What is Covered

The cover for the Contents is limited to:

- (a) No one article (furniture, pianos, organs, household appliances, radios, hi-fi equipment, wireless, video recorder, and television sets not included) shall be of greater value than five (5) percent of the total Sum Covered on Contents, unless such article is specially declared as a separate item;
- (b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the total Sum Covered on Contents.

What is Not Covered

The cover for the Contents will not include:

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

COVERED EVENTS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

What is Covered

The Company will provide cover for loss or damage to the Building and/or Contents of the Takaful Participant caused by any of the following:

- 1) Fire, lightning, thunderbolt, subterranean fire
- 2) Explosion
- 3) Aircraft and other aerial devices and/or articles

What is Not Covered

The Company will not provide cover for loss or damage to the Building and/or Contents of the Takaful Participant as follows:

dropped therefrom

4) Impact with any of the Buildings:

(a) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:

- The Takaful Participant; or
- Family member of the Takaful Participant.

(b) For block of flats or apartments, by any road vehicles or animals not belonging to or under the control of:

- The Takaful Participant; or
- Agent or servant of the Takaful Participant; or
- Any person resident on the Private Flats or Apartments.

5) Bursting or overflowing of domestic water tanks, apparatus or pipes

(a) The Excess amount stated on the Schedule.

(b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.

6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a Building or any such attempt

(a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one Period of Takaful, the cover will be suspended unless agreed by the Company by way of an Endorsement.

(b) Loss or damage due to theft by domestic servants or any member of the Takaful Participant.

7) Hurricane, cyclone, typhoon, windstorm

(a) The Excess amount stated in the Schedule.

(b) Loss or damage to:

i) any Building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;

ii) metal smoke stacks, awnings, blinds signs and other outdoor Fixtures or Fittings including gates and fences.

8) Earthquake, volcanic eruption

The Excess amount stated in the Schedule.

9) Flood

(a) The Excess amount stated in the Schedule.

(b) Loss or damage to Buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.

ADDITIONAL BENEFITS

This refers to additional benefits provided to the Takaful Participant without any additional Takaful Contribution, but which are subject to the terms and conditions of the Takaful Certificate.

Applicable if the Takaful Certificate covers Contents only:

A) Contents Temporarily Removed

What is Covered

The Takaful Certificate covers for a Covered Event when the Contents are temporarily removed from the Takaful Participant's Private Dwelling, but remaining within the Geographical Area, provided such Contents are not covered under another Takaful/ Insurance.

The limit of liability of this benefit is fifteen (15) percent of the total Sum Covered on Contents.

What is Not Covered

- (a) Contents removed for sale or exhibition.
- (b) Contents placed at furniture storage area.
- (c) Losses due to Covered Event 7 (hurricane, cyclone, typhoon, windstorm), Covered Event 8 (earthquake, volcanic eruption) and Covered Event 9 (flood) whilst the Contents are in transit.

B) Breakage to Mirrors

What is Covered

The Takaful Certificate covers for breakage of mirrors whilst in the Private Dwelling.

The limit of liability is RM500.00 per piece any one accident.

What is Not Covered

- (a) Hand mirrors

C) Compensation for Death

What is Covered

The Takaful Participant is covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occur within three (3) calendar months of such injury.

If there is more than one (1) named covered under the Takaful Certificate, the Company will be liable for a pro-rata proportion of the compensation. For a Corporation, the Takaful Participant must nominate a person or persons and lodge their name(s) with the Company.

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

What is Not Covered

D) Servants Property

What is Covered

The Takaful Certificate covers for loss or damage caused by a Covered Event to clothing and Personal Effects of domestic servant(s) of the Takaful Participant, who stay with the Takaful Participant or family of the Takaful Participant within the Geographical Area as stated on the Schedule, provided such Contents are not covered under another Takaful/ Insurance.

What is Not Covered

- (a) Cash, currency notes, bank notes and stamps.

Applicable if the Takaful Certificate covers either Building and/or Contents:

E) Rent Takaful

What is Covered

As an owner, the Takaful Participant is provided with coverage for loss of rent in the event the Takaful Participant's Private Dwelling House as stated on the Schedule is no longer habitable, as a result of a Covered Event for the period necessary for reinstatement.

As an occupier, the Company will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of a Covered Event, for the period necessary for reinstatement.

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

This benefit is in additional to the total Sum Covered as stated on the Schedule.

F) Liability to the Public

What is Covered

The Company will indemnify the Takaful Participant or Spouse of the Takaful Participant legal liability in respect of accidents or series of accidents arising out of one Occurrence, during the Period of Takaful to property or bodily injury to another person, who is not a Family member of the Takaful Participant, Household or in service of the Takaful Participant:

- (a) Liability as owner of the covered Building caused by a defect in the Buildings.
- (b) Liability as an occupier in respect of accidents

What is Not Covered

- (a) Any claims brought against the Takaful Participant or spouse of the Takaful Participant, in any country in courts outside Malaysia.
- (b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- (c) The Company shall not be liable for injury or damage arising out of or incidental to:
 - Ownership, possession or use by or on behalf of the Takaful Participant or spouse of the Takaful

which occur in or about the Private Dwelling House.

Limit of liability of the Company shall not exceed the sum specified on the Schedule.

The Company will also indemnify the Takaful Participant or spouse of the Takaful Participant:

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

If Buildings are for blocks of flats or apartments, the Company's Indemnity to the Takaful Participant is restricted to legal liability of the Takaful Participant for claims made on the Takaful Participant as owner of the Buildings, as specified on the Schedule, but not as a resident occupying any part of the covered Buildings in respect of any accident occurring during the Period of Takaful.

The Company will indemnify the Takaful Participant's personal representative in the event of death of the Takaful Participant, in respect of the liability incurred by the Takaful Participant or spouse of the Takaful Participant, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the Takaful Certificate.

GENERAL EXCEPTIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

The Takaful Certificate will not cover for the following circumstances:

1. The Company will not cover loss or damage or other contingency caused directly or indirectly by:
 - (a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;
 - (b) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - (c) Any act of terrorism.

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

Participant of any lift, vehicle, vessel or craft of any kind;

- The carrying out of alterations, additions, repairs or decorations to the Takaful Participant's Buildings;
- Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the covered Buildings), for Takaful for Private Flats or Apartments;
- Any contractual agreement;
- Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;
- Any part of the covered Buildings used in connection with profession or business of the Takaful Participant.

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

In any action, suit or other proceedings, where 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.

2. The Company will not cover loss or damage:
 - (a) caused by cessation of work, or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated;
 - (b) to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
 - (c) arising from or in consequence of or contributed to by nuclear weapons material;
 - (d) arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for this purpose, combustion shall include any self-sustaining process of nuclear fission.
3. The Company will not cover Consequential loss or damage of any kind except Rent Takaful.
4. Any loss or damage caused to the covered property by any breach of Civil or Shariah Law and principles by the Takaful Participant or otherwise from any other causes prohibited by Shariah Law and principles.

GENERAL CONDITIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

The Proposal including all future or subsequent Proposal or Schedule thereof 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 the Proposal, in the Schedule, or the Takaful Certificate shall bear such meaning wherever it may appear.

1. DUTY OF DISCLOSURE

The duty of disclosure is different for a Consumer Takaful Certificate and for a Non-Consumer Takaful Certificate. They are separately outlined below:

A. Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this Takaful) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of Takaful has been entered

into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.

B. Non-Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful.

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

2. NOTICE

Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No changes in this Takaful Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.

3. CONDITION PRECEDENT TO THE LIABILITY

This Takaful Certificate shall be automatically null and void when:

- (a) If the Proposal or Declaration of the Takaful Participant is found untrue in any respect, or if any material fact on the Takaful Participant be incorrectly stated therein or omitted therefrom;
- (b) If this Takaful Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- (c) If any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

4. CHANGES

The Takaful Participant shall give immediate written notice to the Company of any relevant changes. All notices required to be given by the Takaful Participant to the Company must be in writing addressed to the Company and neither alteration in terms of this Takaful Certificate nor Endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.

The Takaful Participant shall give notice to the Company of any other Takaful Operator effected, covering any of the property hereby covered.

Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Takaful Certificate not limited to the Schedules or Proposal by giving the Takaful Participant sufficient days notice on such amendments and changes.

5. COVERABLE INTEREST

Only the Takaful Participant has rights to claim from the Company, except upon death of the Takaful Participant, or by operation of law, the passing of interest of this Takaful to another person shall only take effect after the Company have endorsed the Takaful Certificate.

6. LIMIT TO THREE (3) PAYING GUESTS ONLY

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

For the purposes of Additional Benefit – F) Liability to the Public, these persons are deemed to be members of the Takaful Participant's Household.

7. MARKET VALUE

The Company will indemnify the Takaful Participant the covered value or the Market Value of the covered property whichever is lower subject to the deduction of any Excess.

The Market Value shall be determined by a valuation obtained by the Company from the:

- (a) manufacturer, or
- (b) authorised sole agent or agent, or
- (c) authorised broker, authorised distributor, or
- (d) Building contractor, or
- (e) loss adjuster licensed under the Takaful Act 1984, or
- (f) Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by both the Takaful Participant and the Company.

The valuation so obtained shall be conclusive in any legal proceedings against the Company.

8. MAXIMUM LIABILITY OF THE COMPANY

The Company's total liability to the Takaful Participant in respect of loss or damage during any one Period of Takaful will not exceed the amount stated against each item or in the aggregate, the total Sum Covered specified on the Schedule or such other sum or sums endorsed in this Takaful Certificate.

9. AVERAGE

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

10. EXCESS

For loss or damage (except by fire) to the Buildings of the Private Dwelling House by any Covered Event where Excess applies, Excess shall separately apply to:

- (a) each Building. All covered Buildings at the same Premise stated in the Schedule are considered as one Building.
- (b) each incident. If the same Covered Event occurs within seven (7) consecutive days, it is considered the same incident.

11. OTHER TAKAFUL/ INSURANCE

If there are any other Takaful/ Insurance covering the same or part of the same loss, damage or liability, the Company will only pay a share of the total loss, damage or liability proportionally.

12. SUBROGATION

The Company is entitled to undertake in the Takaful Participant's name and on the Takaful Participant's behalf:

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

at the Company's own expense and benefit.

13. RIGHT OF ACCESS AND CONTROL

On the happening of any loss or damage the Company is entitled to:

- (a) enter any Building where the loss or damage has happened;
- (b) take and keep possession of the covered property;
- (c) deal with the salvage of the damaged covered property.

However, the Takaful Participant shall not abandon the damaged covered property to the Company.

14. ARBITRATION

Any difference on the amount of any loss of damage between the Takaful Participant and the Company shall be referred to an Arbitrator who shall be appointed in writing by the Takaful Participant and the Company. In case the Takaful Participant and the Company are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then the Takaful Participant and the Company shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one (1) party is at liberty to appoint a sole Arbitrator, should the other party within two (2) months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

The Takaful Participant and the Company clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before the Takaful Participant can commence legal proceedings on the Company.

15. NOTICE AND PROOF OF CLAIM

The Takaful Participant must immediately notify in writing to the Company of any loss or damage and:

- (a) at the Takaful Participant's own expense and within thirty (30) days after the incident, deliver to the Company a claim in writing with detailed particulars and proofs as the Company may reasonably require;
- (b) for loss or damage by theft or attempted theft, the Takaful Participant must immediately make a police report.

16. BUILDING PLANS

If the Company elects to reinstate any Building, the Takaful Participant must furnish the Company plans, specifications and quantities as the Company may reasonably require.

17. LIABILITY CLAIMS

The Takaful Participant shall upon receiving any notice of any accident or claim from other parties, give the Company immediate notice in writing and as soon as possible supply the Company full particulars in writing.

The Takaful Participant shall send to the Company immediately any writ, summons or other legal process issued or commenced against the Takaful Participant and provide all necessary information and assistance to enable the Company to settle or resist any claim or institute proceedings.

The Takaful Participant shall not without the Company's written consent:

- (a) admit or repudiate any claim or liability;
- (b) offer or negotiate to pay a claim.

18. DUTY OF CARE

The Takaful Participant shall use all reasonable diligence and care to keep the Premise in proper state of repair. As owner of the Private Dwelling, the Takaful Participant shall make good as soon as possible any defect discovered and shall, in the mean time, take additional precautions to prevent injury, loss or damage.

The Company will not be liable for any injury, loss or damage caused by the Takaful Participant failing to remedy such defect after receiving notice from the Company or from any person or public body.

19. REINSTATEMENT OF SUM COVERED

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

The Takaful Participant is required to pay an additional pro rata Takaful Contribution based on the amount of loss calculated from the date of loss to the expiry Period of Takaful.

20. UNVALUED TAKAFUL CERTIFICATE CLAUSE

This is an unvalued Takaful Certificate. The Takaful Participant must prove to the satisfaction of the Company the value of the property at the time of the happening of its destruction or the amount of such damage.

21. CANCELLATION

This Takaful 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 Takaful 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.

22. TAKAFUL CONTRIBUTION ALLOCATION

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 30% 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.

23. SURPLUS

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.

24. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfillment of the terms, conditions and Endorsements of this Takaful Certificate in so far as they relate to anything to be done or complied with by the Takaful Participant or the Takaful Participant and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

25. GOVERNING LAW

This Takaful Certificate including all its Proposals and Schedules is subject to Bank Negara Malaysian

guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

26. TIME

Time wherever mentioned in this Takaful Certificate, shall be the essence of the agreement.

APPLICABLE WARRANTY (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

This Takaful Certificate is subject to the following Warranties:

- **Restriction of Merchandise Warranty**

No part of the Premise should be used for the manufacture or deposit or storage of merchandise during the Period of Takaful.

- **Takaful Contribution Warranty**

Takaful Contribution due to the Company must be paid and received by the Company within sixty (60) days from the inception date of this Takaful Certificate or Endorsement/ renewal Takaful Certificate.

If the condition is not complied, this Takaful Certificate shall be automatically cancelled and the Company shall be entitled to the pro-rated Takaful Contribution for the period the Company provides the cover.

Where the Takaful Contribution payable is received by the Company's authorised agent, the payment is deemed to be received by the Company for the purposes of this warranty.

The onus of proving that the Takaful Contribution payable was received by a person, including a Takaful agent who was not authorised to receive such Takaful Contribution, shall lie with the Company.

Note: There are other Perils Clauses/ Endorsements and/or Warranties which are only applicable to this Takaful Certificate when they are specifically mentioned in the Schedule and subject otherwise to the terms of this Takaful Certificate.

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: 03-27239999

Fax: 03-27239998
E-mail: complaints@takaful-ikhlas.com.my

We will make sure that your case is examined thoroughly. 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) (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 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

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

FC1. TEMPORARY REMOVAL CLAUSE

a) Contents of Private Dwellings

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

The amount recoverable under this extension in respect of (each item of) the Takaful Certificate shall not exceed the amount which would have been recoverable had the loss occurred in the Premise from which the property was temporarily removed.

This extension does not apply to property in so far as it is otherwise covered nor to property removed for sale or exhibition or to a furniture depository.

N.B. The words in brackets may be omitted where appropriate.

b) Other Property Excluding Stock-in-Trade and Merchandise

The property covered under item(s) of this Takaful 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 Premise 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 Premise 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 Premise from which the property is temporarily removed to:

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

FC2. REMOVAL OF DEBRIS

a) Removal of Debris (with separate Sum Covered)

The Takaful coverage by this item is in respect of costs and expenses necessarily incurred by the Takaful Participant with the consent of the Company in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property covered by this Takaful 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 Buildings or machinery are not covered).

The Company will not pay any costs or expenses:

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

(b) Removal of Debris (without separate Sum Covered)

The Takaful coverage on Item(s) No(s) hereby covered includes costs and expenses necessarily incurred by the Takaful Participant with the consent of the Company in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property covered by the said Item(s) above of this Takaful 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 Buildings or machinery are not 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.

The Company will not pay any costs or expenses:

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

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

FC3. ARCHITECT'S, SURVEYOR'S AND CONSULTANT'S FEES

a) Architect's, Surveyor's, Engineer's and Consultant's Fees (with separate Sum Covered) applicable to item(s) no(s):

The Takaful coverage by this item(s) 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 on this item(s).

b) Architect's Surveyor's, Engineer's and Consultant's Fees (without separate Sum Covered)

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

FC6. MORTGAGEE (CHARGE) CLAUSE

A. Mortgagee (Charge) Clause 1

Loss, if any, payable to as Mortgagee (Charge) as interest may appear in this Takaful coverage, 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 Premise for purposes more hazardous than are permitted by this Takaful Certificate, or by the non-occupation thereof, or by any other increase of risk taking place in the property covered hereunder, provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any Takaful Contribution due under this Takaful Certificate the Mortgagee (Charge) shall on demand pay the same. Provided also that the Mortgagee (Charge) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Charge) and unless permitted by this Takaful Certificate it shall be noted thereon and the Mortgagee (Charge) shall on demand pay the Takaful Contribution for such increased hazard for the term thereof otherwise this Takaful Certificate shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Charge) any sum in respect of loss or damage under this Takaful Certificate and shall claim that as to the

Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all the rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties covered hereunder of from any securities or funds available.

Non-Cancellation Clause

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

Note: When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

B. Mortgagee (Chargee) Clause 2

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

Non-Cancellation Clause

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

Note: When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

FC8. FOUNDATION EXCLUSION

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

Note 1: * "upper" may be substituted for "under".

Note 2: The words in brackets may be omitted.

FC9. RENT

(a) Rent (applicable to owner non-occupier of the Premise)

On..... months rent covered. Sum Covered: RM

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

(b) Rent (applicable to owner-occupier of the Premise)

On..... months expenses covered. Sum Covered: RM

This Takaful coverage on Rent applies only if (any of) the said Building(s) or any part thereof is unfit for occupation in consequence of fire or any other Peril hereby covered against and the amount payable shall be the reasonable additional expenses necessarily incurred by the Takaful Participant in renting an alternative Premise elsewhere. Provided that the total amount payable shall not exceed such proportion of the expenses covered as the period necessary for reinstatement or repairs bears to the total number of months expenses covered.

FC10. COMPUTER SYSTEMS RECORDS

Computer systems records are covered only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein.

FC11. DESIGNATION CLAUSE

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

FC14. COTAKAFUL AND LEADER CLAUSE

It is hereby declared and agreed notwithstanding anything contained in the within Takaful Certificate, or on any Endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the Period of Takaful stated in the Schedule the Takaful Participant shall sustain loss or damage in the circumstances provided for by this Takaful Certificate indemnify the Takaful Participant in the manner herein described:

Company	Takaful Certificate No.	Proportion	Signature

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful, is authorised to sign the Takaful Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Takaful Certificate shall have effect as though each of the above-mentioned Takaful companies had issued a separate Takaful Certificate for its individual proportion of the Sum Covered.

FC15. AUTOMATIC RENEWAL CLAUSE

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

FC16. REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 17 of the Takaful Certificate, it is hereby declared and agreed that in the event of the property covered under (items Nos of) the within Takaful Certificate being destroyed or damaged, the basis upon which the amount payable under (each of

the said items of) 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 covered 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 of 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 increase) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the 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.
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 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 six (6) months from the date of destruction or damage, or such further times as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The 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 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 Takaful Participant which is not upon the identical basis of reinstatement set forth therein.

FC16A. REINSTATEMENT VALUE (STRATA TITLED PROPERTY) CLAUSE

Notwithstanding anything to the contrary contained in Condition 17 of the Takaful Certificate, it is hereby declared and agreed that in the event of the property covered under (items nos....) of the within Takaful Certificate being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) 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 covered 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 of 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 increase) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under the Takaful Certificate if this clause 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 clause had not been incorporated therein.
3. If the Sum Covered at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other Peril hereby covered against be less than 85% of the sum representing the cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed then the Takaful Participant shall be considered being is own Takaful provider for the difference between the Sum Covered and the sum representing the full cost at the time of replacement or reinstatement which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the Takaful Certificate shall be separately subject to this Special Provision.
4. This clause shall be without force or effect if:-
 - a) The Takaful Participant fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - b) The Takaful Participant is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or upon another site.
5. No payment beyond the amount which would have been payable under the Takaful Certificate if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by any other Takaful effected by or on behalf of the Takaful Participant which is not upon the identical basis of reinstatement set forth therein.
6. In the event that the Company is liable to make any payment (other than payment representing the cost of replacing or reinstating the property destroyed or damaged) under the provisos of this clause the Company shall only make such payment in accordance with the Strata Titles Act, 1985 and the Strata Titles (Federal Territory of Kuala Lumpur) Rules, 1988 and/or its subsequent amendments.

FC17. REINSTATEMENT - DAY ONE BASIS

Memorandum

Day One Basis (Non-Adjustable) Memorandum applicable to Item(s) No(s)..... (Buildings and/or Machinery)

1. Notwithstanding anything to the contrary contained in Condition 17 of the Takaful Certificate, it is hereby declared and agreed that the Takaful Participant having stated in writing the Declared Value incorporated in such item to which this Memorandum applies, the Takaful Contribution has been calculated accordingly.

"Declared Value" shall mean the Takaful Participant's assessment of the cost of replacement or reinstatement of the property covered arrived at in accordance with the opening paragraph of the Reinstatement Value Memorandum, at the level of costs applying at the inception of the Period of Takaful (ignoring inflationary factors which may operate subsequently) together with, insofar as the Takaful by the item provides, due allowance for:-

- (i) the additional cost of reinstatement to comply with Public Authority requirements,
- (ii) professional fees,
- (iii) debris removal costs.

2. At the inception of each Period of Takaful the Takaful Participant shall notify the Takaful Operators of the Declared Value of the property covered by each of the said item(s). In the absence of such declaration the last amount Declared by the Takaful Participant shall be taken as the Declared Value for the ensuing Period of Takaful.

3. Notwithstanding any general indication or endorsement to the contrary the following wording applies to Special Provision 3 of the Reinstatement Value Clause:-

4. If at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum) at the inception of the Period of Takaful then the Takaful Operators's liability for any loss hereby shall be limited to that proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the Takaful Certificate (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause

6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Takaful Certificate if this Memorandum had not been incorporated therein the rights and liabilities of the Takaful Operators and the Takaful Participant in respect of the destruction or damage shall be subject to the terms and conditions of the Takaful Certificate including any Conditions of Average therein, as if this memorandum had not been incorporated therein except that the sums covered shall be limited to 120% of the Declared Value.

Memorandum

Day One Basis (Adjustable) Memorandum applicable to Item(s) No(s)..... (Buildings and/or Machinery)

1. The Takaful Participant having stated in writing the Declared Value incorporated in each item to which this Memorandum applies, the Takaful Contribution has been calculated accordingly.

- "Declared Value" shall mean the Takaful Participant's assessment of the cost of replacement or reinstatement of the property covered arrived at in accordance with the opening paragraph of the Reinstatement Value Clause, at the level of costs applying at the inception of the Period of Takaful (ignoring inflationary factors which may operate subsequently) together with, insofar as the Takaful by the item provides, due allowance for:-
- (i) the additional cost of reinstatement to comply with Public Authority requirements,
 - (ii) professional fees,
 - (iii) debris removal costs.
2. At the inception of each Period of Takaful the Takaful Participant shall notify the Takaful Operators of the Declared Value of the property covered by each of the said item(s). In the absence of such declaration the last amount declared by the Takaful Participant shall be taken as the Declared Value for the ensuing Period of Takaful.
3. The Takaful Contribution thereon is provisional. On expiry of each Period of Takaful the Takaful Contribution shall be adjusted by 50% of the difference between:-
- (i) the provisional Takaful Contribution at the commencement of the period and
 - (ii) the Takaful Contribution calculated at the terms which have applied during the period under adjustment based on the Declared Value for the subsequent Period of Takaful.
4. For purposes of paragraph 3 of this Memorandum only:-
- (i) if the Takaful Certificate (or any item thereof) is cancelled or not renewed the Takaful Participant shall provide the Declared Value of the property covered by each of the said item(s) calculated in accordance with paragraph 1 of this Memorandum but at the level of costs applying at the date of cancellation or non-renewal,
 - (ii) where property has not been reinstated following loss the Takaful Participant shall provide the Declared Value as though the property had not been damaged or destroyed,
 - (iii) where a declaration of the Declared Value is not submitted to the Takaful Operators an additional Takaful Contribution of 10% of the provisional Takaful Contribution shall become payable.
5. Notwithstanding any general indication or Endorsement to the contrary the following wording applies to Special Provision 3 of the Reinstatement Value Clause:-
3. If at the time of loss the Declared Value of the property covered by such item be less than the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum) at the inception of the Period of Takaful then the Takaful Operator's liability for any loss hereby shall be limited to the proportion hereof which the Declared Value bears to the cost of replacement or reinstatement (as defined in paragraph 1 of the Day One Basis Memorandum). Each item of the Takaful Certificate (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.

and the following new Special Provision 6 is incorporated into the Reinstatement Value Clause

6. Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under the Takaful Certificate if this Memorandum had not been incorporated therein the rights and liabilities of the Takaful Operators and the Takaful Participant in respect of the destruction or damage shall be subject to the terms and conditions of the Takaful Certificate including any Conditions of Average therein, as if this Memorandum had not been incorporated therein expect that the

sums covered shall be limited to 120% of the Declared Value.

FC18. REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

Notwithstanding anything to the contrary contained in Condition 17 of the Takaful Certificate, it is hereby declared and agreed that the Takaful by (Item No.....of) this Takaful Certificate extends to include such additional cost of reinstatement of the destroyed or damaged property thereby covered as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Laws of any Municipal or Local Authority provided that:-

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

FC20. TEMPORARY STORAGE CLAUSE

The property (excluding Buildings) covered under this Takaful Certificate is covered whilst temporarily stored anywhere in Malaysia, Brunei Darussalam and Singapore PROVIDED that:-

- a) the period of temporary storage shall not exceed sixty (60) days.

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

FC27. INTERNAL REMOVAL CLAUSE

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

FC28. OUTBUILDING CLAUSE

The Takaful coverage 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 Premise and the Takaful by each item under Contents extends to include the Contents of each out-building.

FC29. APPRAISEMENT CLAUSE

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the Sum Covered whichever is the lesser amount by the item or items affected no special inventory or appraisal of the undamaged property shall be required.

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

FC32. AGGREGATE CONDITION OF AVERAGE CLAUSE

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

FC33. AGREED VALUE ENDORSEMENT FOR ART OBJECTS/PAINTINGS, ANTIQUES AND SUCH LIKE ITEMS

It is hereby declared and agreed that in the event of the undernoted item(s) of property covered being totally lost, destroyed or damaged by any Peril covered against, the liability of the Company shall not exceed the corresponding agreed value stated in the schedule below :-

Property Covered	Agreed Value

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

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

FC34. OTHER TAKAFUL CLAUSE

It is understood and agreed that the Takaful Participant shall be deemed to have complied with condition no. 3 of this Takaful Certificate provided that he has declared to the Company the total amount of Takaful effected with other Takaful Companies on the property hereby covered.

FC35. PAIRS AND SETS CLAUSE

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

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

FC38. TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)

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

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

FC39. SELF-TAKAFUL CLAUSE

It is hereby declared and agreed that the Takaful Participant agrees to self-cover and that the sum(s) covered nominated under [item(s) no(s)of] this Takaful Certificate represent(s) only% of the actual Market Value (or reinstatement value in the event that this Takaful Certificate is on reinstatement value basis) of the property covered herein.

In consequence of the foregoing, the Takaful Participant agrees to be his own insurer for% and undertakes to bear that rateable proportion of:-

- (a) each and every loss or damage (including any amounts in respect of fees charges costs and expenses) payable under this Takaful Certificate; and
- (b) any expenditure payable in the exercise of Condition 18 of this Takaful Certificate.

It is further declared and agreed that in the event the sum(s) covered under [item(s) no(s)..... of] this Takaful Certificate is less than ...% of the actual value of the covered property at the time of loss, Condition 20 of this Takaful Certificate (Average Clause) shall apply accordingly.

FC40. AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not covered by the Takaful Certificate which may be acquired by the Takaful Participant during the currency of this Takaful Certificate is automatically held covered up to 10% of the Takaful Certificate limit or RM10 million, whichever is the lower, provided that the Takaful Participant shall advise the Company within thirty (30) days of any acquisition of any such properties and shall pay the additional Takaful Contribution from effective date of acquisition.

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

FC41. DEDUCTIBLES AND EXCESS CLAUSE

It is hereby declared and agreed that the deductibles and/or Excess as specified in the Schedule and/or Endorsement and/or clauses attaching to this Takaful Certificate shall be applied in the following manner and as ascertained after the application of any condition of average :-

- a) only one deductible and/or Excess, as may be applicable, will be applied for each and every loss or losses arising out of one event, irrespective of the number of co-Takaful;
- b) the deductible and/or Excess shall be apportioned amongst the co-Takaful;
- c) the deductible and/or Excess apportioned above, shall be applied to the respective rateable liability of each co-Takaful;
- d) in no event shall the Takaful Participant be liable to bear more than one (1) Takaful Certificate deductible and/or Excess as the case may be.

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

FC42B. DATE RECOGNITION (For Houseowner/Householder Takaful Certificate)

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

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Takaful Participant that results from the failure or inability of such device and/or software as listed above to :
 1. correctly recognize any date as its true calendar date ;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any

command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any Consequential Loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Takaful Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.
- D. It is further understood that the Company will not pay for any Consequential Loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any Consequential Loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause	This Endorsement shall not exclude subsequent loss or damage or Consequential Loss which itself results from a covered Peril as defined in the Takaful Certificate.
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Subject otherwise to the terms and conditions of the Takaful Certificate.

FC43. WAIVER OF SUBROGATION RIGHTS OF INSURERS

In consideration of the payment of an additional Takaful Contribution, the Company agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the following entity (ies):-

However, the Company's entitlement to enforce any rights and remedies or to obtain relief or indemnity from any other party (ies) by way of subrogation shall remain unaffected.

FC44. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Takaful 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 a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Takaful Certificate:-

- a) Loss or damage to data or software, in particular 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 direct consequence of Takaful Participant physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from 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.

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.

WARRANTIES

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

FW1. RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the currency of this Takaful Certificate no part of the Premise described herein be used for the manufacture or deposit or storage of merchandise.

FW1A. RESTRICTION OF MERCHANDISE WARRANTY (Club/School/Office)

Warranted that during the currency of this Takaful Certificate no part of the Premise 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.

FW1B. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 10% of total floor area)

Warranted that during the currency of this Takaful Certificate not more than 10% of the total floor area of the Premise covered herein be used for the manufacture or deposit or storage of merchandise.

FW1C. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 20% of total floor area)

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

FW1D. RESTRICTION OF MERCHANDISE WARRANTY (Not exceeding 50% of total floor area)

Warranted that during the currency of this Takaful Certificate not more than 50% of the total floor area of

the Premise covered herein be used for the manufacture or deposit or storage of merchandise.

FW2. DETACHED BUILDING WARRANTY

Warranted that during the currency of this Takaful Certificate the Building *(containing the property) covered by *(Item No.....of) this Takaful Certificate is detached by at least #metres/feet on all sides from any other Building (excluding small outhouses).

* required for insertion in the case of Contents policies

insert distance required by the appropriate Tariff Classification.

FW12. VACANT RISK WARRANTY

Warranted that at no time during the currency of this Takaful Certificate shall the Premise described herein be used for the storage or deposit of goods of any kind or for any other purpose whatsoever.

It is further warranted that all doors, windows and/or other openings shall be so secured at all times as to prevent entrance by any unauthorised person or persons.

FW26. TAKAFUL CONTRIBUTION WARRANTY

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 Takaful 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 authorised 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 authorised to receive such Takaful Contribution shall lie on the Takaful operator.

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

FW27. SILENT RISK WARRANTY

Warranted that during the currency of this Takaful Certificate the said industrial risk be silent and that the machinery be not worked (except occasionally for the purpose of keeping it in order, no material being passed through it) and that no repairs to machinery or millwrights' work, be carried on.

It is further warranted that the covered Premise not be used for the storage or deposit of goods.

PERILS

The following perils only apply to this Takaful Certificate when specifically mentioned in the Schedule and subject otherwise to the terms of this Takaful Certificate.

HP06 EXTENDED THEFT COVER

MEMO:- Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional Takaful Contribution, Peril 6 of this Takaful Certificate shall be amended to read as follows:-

THEFT or any attempt thereat EXCLUDING:

1. (a) theft whilst the Building or any part thereof are lent, let or sub-let,
- (b) theft from any outBuilding not directly communicating with the Private Dwelling house or Private Flat,
- (c) theft of servants' property other than from the Private Dwelling house or private flat

UNLESS accompanied by actual forcible and violent breaking into or out of a Building.

2. Theft from the open.
3. The first 1% of the total Sum Covered or RM250.00, whichever is the lower.

PROVIDED that in the event of the Private Dwelling being left out without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Takaful the Takaful against Theft shall, unless otherwise agreed by Endorsement hereon, be entirely suspended in respect of any period or periods during which the Private Dwelling may be unoccupied in Excess of the aforesaid ninety (90) days.

As regards the Extension relating to property temporarily removed the Takaful against Theft shall apply only

- i) at any Bank, Safe Deposit or occupied Private Dwelling.
- ii) in any Building where the Takaful Participant or any member of his family if residing.
- iii) in the course of removal to or from any Bank or Safe Deposit whilst in the charge of the Takaful Participant, a member of his family or authorized servant.

In all other cases the Takaful is restricted to Theft accompanied by actual forcible and violent breaking into or out of a Building.

Subject otherwise to the terms of the Takaful Certificate.

HP07 RIOT, STRIKE AND MALICIOUS DAMAGE

In consideration of the payment by the Takaful Participant to the Company of an additional Takaful Contribution, it is hereby declared that notwithstanding anything in the written Takaful Certificate contained to the contrary, the Takaful under * this Takaful Certificate shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property covered** directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an Occurrence mentioned in General Exception 1 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 willful 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 Takaful Certificate contained to the contrary, the Takaful under this Takaful Certificate shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

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

Provided always that all Conditions of the policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

Note: If certain items only of the Takaful Certificate are to be covered against Riot and Strike, insert the words "items.....of" and "under the items herein before referred to but none other" at * and ** respectively.

SPECIAL CONDITIONS

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

GENERAL EXCEPTION 1

This Takaful does not cover:-

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

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

GENERAL EXCEPTION 2

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) Acts or 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 putting 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.

CONDITION 6

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 Takaful Participant shall be considered as being his own Takaful operator for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Takaful Certificate shall be separately subject to this condition.

CONDITION 12

This Takaful may at any time be terminated by the Company on notice to that effect being given to the Takaful Participant, in which case the Company shall be liable to repay a rateable proportion of the Takaful Contribution for the unexpired term from the date of cancelment. If the Takaful be terminated at the request of the Takaful Participant the Company shall not be liable to repay the Takaful Contribution or any part of it.

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

- 1) All the Conditions of this Takaful 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 Takaful 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 Takaful Certificate shall apply in all respects to the Takaful granted by the Takaful Certificate as if this Endorsement had not been made thereon.

HP08 SUBSIDENCE AND LANDSLIP

(I) Standard Cover

In consideration of an additional Takaful Contribution, the Company hereby agree and declare that the Takaful under this Takaful 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 RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the Sum Covered by each item on the property less the amount excluded under (d) above.

Provided always that all the conditions of the Takaful 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 Takaful Certificate.

(II) Deletion of Exclusion (a) under Standard Cover

In consideration of an additional Takaful Contribution, the Company hereby agree and declare that the Takaful under this Takaful 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 landslide excluding :-

- a) 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.
- b) 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.
- c) in respect of each and every loss, 5% of the total Sum Covered or RM25,000.00 whichever is the lower, as ascertained after the application of any condition of average.

Provided that the total liability of the Company shall not exceed the Sum Covered by each item on the property covered less the amount excluded under (c) above.

Provided always that all the conditions of the Takaful 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 Takaful Certificate.