

**CERTIFICATE FOR**  
Takaful *my*Houseowner & Householder

## WHAT MAKES UP THIS CERTIFICATE

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

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

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

**You** as named in the **Schedule** agree to participate in Takaful myHouseowners and Householders and pay a portion of the **Contribution** into the **General Takaful Fund (“GTF”)** based on **Tabarru’**. **You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

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

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM’s Takaful and Insurance Benefits Protection System ([TIPS](#)) Brochure or contact Takaful Malaysia or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

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

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

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

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

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

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

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

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

## YOUR DUTY TO INFORM US

### Duty of Disclosure

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

Where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** applied for this **Takaful**) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful** in accordance with the remedies in **Schedule 9** of the Islamic Financial Services Act 2013.

**You** are also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied. **You** also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.

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

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

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

### Notice of Other Takaful/Insurances

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

## COVERING CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

**We** will cover the Buildings and/or Contents as shown in **Your Schedule** during the **Period of Takaful** after appointing **Us** under **Wakalah** contract.

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

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

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

**Your Schedule** will show if **You** have covered **Your** building, **Your** contents or both.

### Your Building

“**Buildings**” means buildings of a Private Dwelling House at the **Premises** and includes:

1. all domestic offices, stables,
2. garages and out-buildings on the same **Premises** used solely in connection to it and on the same **Premises**,
3. **Fixtures** and **Fittings**,
4. walls, gates and fences around the **Premises**.

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

### Your Contents

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

#### **What is Covered**

#### **What is Not Covered**

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

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

- (a) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (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.

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

### **APPLICABLE WARRANTIES (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

This **Certificate** is subject to the following **Warranties**:

#### Restriction of Merchandise Warranty

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

#### Takaful Contribution Warranty

**Contribution** due to **Us** must be paid and received by **Us** within **sixty** (60) days from the inception date of this **Certificate/Endorsement/renewal certificate**. If the condition is not complied with, this contract shall be automatically cancelled and **We** shall be entitled to the pro-rated **Contribution** for the period **We** provide the cover.

Where the **Contribution** payable is received by **Our** authorized agent, the payment is deemed to be received by **Us** for the purposes of this **Warranty**. The onus of proving that the **Contribution** payable was received by a person, including a **Takaful** agent who was not authorized to receive such **Contribution**, shall lie with **Us**.

### **COVERED EVENTS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

#### **What is Covered**

#### **What is Not Covered**

**We** will provide cover for loss or damage to **Your** Building and/or Contents caused by any of the following:

**We** will not provide cover for loss or damage to **Your** Building and/or Contents as follows:

- 1. Fire, Lightning, Thunderbolt, Subterranean Fire.
- 2. Explosion.
- 3. Aircraft and Other Aerial Devices and/or articles dropped therefrom.
- 4. Impact with any of the buildings:
  - (i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:
    - (i) **You**, or
    - (ii) **Your Family** member.

-  
-  
-  
-

- (ii) For Block of flats or Apartments, by any road vehicles or animals not belonging to or under the control of:
- (i) **You**, or
  - (ii) **Your** agent or servant or
  - (iii) Any person resident in the Private Flats or Apartments.
- 
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes
6. Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt
- 
7. Hurricane, Cyclone, Typhoon, Windstorm
- (a) The first RM50.00.
  - (b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.
  - (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 Us by way of an **Endorsement**.
  - (b) Loss or damage due to theft by **Your** domestic servants or any member of **Your Family**.  
The first one percent (1%) of the Total **Sum Covered** on Buildings or RM200.00 whichever is less.
8. Earthquake, Volcanic Eruption
9. Flood
- (a) Loss or damage to:
    - (i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected,
    - (ii) metal smoke stacks, awnings, blinds, signs and other outdoor **Fixtures** or **Fittings** including gates and fences.
 The first one percent (1%) of the Total **Sum Covered** on Buildings or RM200.00 whichever is less.
  - (a) The first one percent (1%) of the Total **Sum Covered** on Buildings or RM200.00 whichever is less.
  - (b) Loss or damage to **buildings** caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.
10. **Robbery and hold up** in the **Premises** of **Your** property.

## ADDITIONAL BENEFITS

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

### Applicable for Contents

Applicable if **Your Certificate** covers **Your Contents** only:

#### (A) Contents Temporarily Removed

##### What is Covered

**You** are covered for a **Covered event** when the contents are temporarily removed from **Your** Private Dwelling, but remaining within the Geographical Area, provided such contents are not covered under another **Takaful Certificate**/insurance policy.

The limit of liability of this benefit is fifteen percent (15%) 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

**You** are covered for breakage of mirrors whilst in the Private Dwelling.

The limit of liability is Ringgit Malaysia Five Hundred (RM500) per piece any one **Accident**.

##### What is Not Covered

- (a) Hand Mirrors

#### (C) Compensation for Death

##### What is Covered

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

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

The limit of liability of this benefit is RM10,000.00 or one-half of the Total **Sum Covered** on Contents, whichever is lesser.

##### What is Not Covered

-

#### (D) Servants Property

##### What is Covered

**You** are covered for loss or damage caused by a **Covered event** to clothing and **Personal Effects** of **Your** domestic servant(s), who stay with **You** or **Your Family** within the Geographical Area as stated in the **Schedule**, provided such contents are not covered under another **Takaful Certificate**/insurance policy.

##### What is Not Covered

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



<b>Applicable for Buildings and/or Contents</b>
---

Applicable if **Your Certificate** covers either **Your Buildings** and/or **Contents**:

**(E) Rent Coverage**

**What is Covered**

**What is Not Covered**

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

-

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

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

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

**(F) Liability to the Public**

**What is Covered**

**What is Not Covered**

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

- (a) Liability as owner of the covered Building caused by a defect in the buildings.
- (b) Liability as an Occupier in respect of **accidents** which occur in or about the private dwelling house.

Our limit of liability shall not exceed RM50,000.00 any one **Accident** or series of **accidents** constituting one occurrence in respect of Buildings and Contents respectively.

**We** will also indemnify **You** or Spouse:

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

- (a) Any claims brought against **You** or Spouse, in any country in courts outside Malaysia.
- (b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.
- (c) **We** shall not be liable for injury or damage arising out of or incidental to:
  - (i) Ownership, possession or use by or on behalf of **You** or Spouse of any lift, vehicle, vessel or craft of any kind,
  - (ii) The carrying out of alterations, additions, repairs or decorations to **Your** buildings,
  - (iii) Damage to property by subsidence, fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the covered Buildings), for coverage for Private Flats or Apartments,
  - (iv) Any contractual agreement,
  - (v) 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,
  - (vi) Any part of the covered Buildings used in connection with **Your** profession or business.

If Buildings are for Blocks of Flats or Apartments, **Our Indemnity to You** is restricted to **Your** legal liability for claims made on **You** as owner of the Buildings, as specified in 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**.

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

## GENERAL EXCEPTIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

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

### General Exception 1

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

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

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

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

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

### General Exception 2

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

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

### General Exception 3

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



## HOW WE WILL SETTLE YOUR CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

### 1. Permissible Takaful Interest

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

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

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

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

This **Certificate** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons. For the purposes of Additional Benefit – (F) Liability to the Public, these persons are deemed to be members of **Your Household**.

### 4. Market Value

**We** will indemnify **You** the covered value or the **market value** of the covered property whichever is lower subject to the deduction of any **Excess**.

**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**.

The **market value** shall be determined by a valuation obtained by **Us** from the:

- i. Manufacturer;
- ii. authorized sole agent or agent;
- iii. authorized broker, authorized distributor;
- iv. building contractor;
- v. loss adjuster registered under the Islamic Financial Services Act 2013 (IFSA 2013), or
- vi. Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 to be mutually appointed by both **You** and **Us**.

The valuation so obtained shall be conclusive in any legal proceedings against **Us**.

### 5. Our Maximum Liability

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

#### Average

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

### 6. 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 **Premises** 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.

### 7. Other Takaful/Insurance

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

### 8. Subrogation

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

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

#### 9. Termination of This Certificate

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

- a) upon cancellation of this **Certificate** by **You**;
- b) upon cancellation of this **Certificate** by **Us**;
- c) when there is fraud or misrepresentation of material fact during application;
- d) when the **Sum Covered** is fully paid; or
- e) when the **Certificate** expires.

If the termination is due to (a) and (b), **We** will refund to **You** the **Tabarru'** amount and **Wakalah** fee for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c), **We** will refund to **You** the

**Contribution** in full which includes the **Tabarru'** amount and the **Wakalah** fee. If the termination is due to (d) and (e), **We** will not refund to **You** the **Wakalah** fee.

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

#### 10. Misrepresentation/Fraud

In the event of a misrepresentation by the Participant where the **Certificate** has been in force for a period of two (2) years or less, it will be handled in accordance with **Schedule 9** of the Islamic Financial Services Act 2013, whereby it may result in the following:

- a) the **Certificate** being voided and all claims refused;
- b) a variation of terms of the **Certificate**;
- c) a change in the **Contribution** amount; or
- d) any other options that are appropriate based on the misrepresentation.

#### 11. Right of Access and Control

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

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

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

#### 12. Benefits

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

#### 13. Customer Service Charter

**You** may visit **Our** website to know more about **Our** [Customer Service Charter](#).

### HOW TO MAKE A CLAIM (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

#### 1. Notice and Proof of Claim

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

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

#### 2. Building Plans

If **We** elect to reinstate any building, **You** must furnish **Us** plans, specifications and quantities as **We** may reasonably require.

#### 3. Liability Claims

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

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

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

- i. admit or repudiate any claim or liability;
- ii. offer or negotiate to pay a claim.

**YOUR RESPONSIBILITY (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)****1. Duty of Care**

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

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

**2. Reinstatement of Sum Covered**

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

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

**3. Unvalued Certificate Clause**

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

**HOW YOUR CERTIFICATE MAY BE CANCELLED  
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

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

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

**CLAUSES/ENDORSEMENTS/WARRANTIES  
(THESE APPLY TO THE WHOLE CERTIFICATE)****1. PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this **Certificate** shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this **Certificate**:

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

**2. FOUNDATION EXCLUSION**

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

**3. REINSTATEMENT VALUE CLAUSE**

In the event of the property covered under the within **Certificate** being destroyed or damaged, the basis upon which the amount payable under the **Certificate** is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type by not superior to or more extensive than the covered property when new, subject to the following Special Provisions and subject also to the terms and conditions of the **Certificate** except in so far as the same may be varied hereby.

**SPECIAL PROVISIONS**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as **We** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by **You** in replacing or reinstating the property destroyed or damaged **We** shall not be liable for any payment in **Excess** of the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the **Sum Covered** thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this **Certificate**, then **You** shall be responsible for the **Excess** and shall bear a rateable proportion of the loss accordingly. Each item of the **Certificate** (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if:
  - (a) **You** fail to intimate to Us within six (6) months from the date of destruction or damage, or such further times as **We** may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - (b) **You** are unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the **Certificate** if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property covered hereunder such property shall be covered by any other **Takaful**/insurances effected by or on **Your** behalf which is not upon the identical basis of reinstatement set forth therein.

**4. PAIRS AND SETS CLAUSE**

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

**5. DATE RECOGNITION CLAUSE**

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

- A. **We** will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **Consequential loss** directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property belongs to **You** or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/ or software as listed above to:
  1. correctly recognize any date as its true calendar date;
  2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/ or
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that **We** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.

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

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

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

#### 6. SANCTIONS EXCLUSION CLAUSE

**We** shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

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

#### 7. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE

It is hereby agreed and declared that this **Certificate** will not cover and is not intended to cover business, property, materials, stock, cash or any other financial instrument (collectively "Property") and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such Property if at any time after the inception of the **Certificate** **We** shall find such Property to be not Shariah-compliant. In any such case, **We** shall reserve the right to cancel this **Certificate** and refund any **Contribution** received in respect thereof.

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

#### 8. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

**You** may make inquiries or request for access to or correction of **Your** Personal Data or limit the processing of **Your** Personal Data at any time hereafter by submitting such request to Us via email to **csu@takaful-malaysia.com.my**. **We** will retain **Your** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

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

#### 9. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

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

#### 10. MANAGEMENT OF FUND

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



#### 11. DEFICIENCY & LOSS RECTIFICATION

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

#### 12. COMMUNICABLE DISEASE EXCLUSION

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

12.2 As used herein:

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

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

12.2.1.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

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

#### 13. NOTICE

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

### CLADUSES/ENDORSEMENTS/WARRANTIES (ONLY APPLICABLE IF STATED IN THE SCHEDULE)

#### P001 OPTIONAL BENEFIT NO 1 – EXTENSION TO COVER LANDLORD'S HOUSEHOLD GOODS AND FURNISHINGS IN BLOCKS OF FLATS/APARTMENTS (N.B THIS BENEFIT IS MEANT FOR LANDLORD ONLY).

##### What is Covered

As the owner of the covered Buildings, **We** will cover **You** for a sum as specified in the **Schedule** being the full value of the Household goods and furnishings belonging to **You**. This amount will apply in equal proportion to each Private Flat/Apartment.

The **Covered events** pertaining to the loss or damage to the Landlord's Household goods and furnishing under this extension are:

1. Fire, Lightning, Thunderbolt, Subterranean Fire.
2. Explosion.
3. Aircraft and Other Aerial Devices and/or Articles dropped therefrom.
4. Impact with any of the buildings by any road vehicles or animals not belonging to or under the control of:
  - **You** or **Your** agent or servant.
  - Any person resident in the Private Flats/ Apartments or his agent or servant.
5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes

##### What is Not Covered

- (a) Household goods, furnishings or **Personal Effects** of any description brought into the Private Flat/Apartment by tenants.
- (b) Gold or silver articles.



- |   |  |
|---|--|
| 6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.<br>7. Hurricane, cyclone, typhoon and windstorm.<br>8. Earthquake and Volcanic Rupture.<br>9. Flood including overflow of the sea | (a) The first RM50.00.<br>(b) Destruction or damage occurring while the Private Flat/Apartment are left unoccupied |
|---|--|

For Additional Benefit (E) Rent **Takaful**, this amount will be added to the Total **Sum Covered** on Buildings as stated in the **Schedule**.

Additional Benefit (F) Liability to the Public will now include "cover for **accidents** caused by a defect in landlord's household goods and furnishings".

## **P002 OPTIONAL BENEFIT NO. 2 – COVERAGE OF PLATE GLASS**

### **What is Covered**

This **Takaful** is extended to cover **Accidental** breakage of **Plate Glass**, occurring during the **Period of Takaful** for:

1. The replacement of **Plate Glass** with glass of similar manufacture or quality or at **Our** option, **We** will pay You the cost of such replacement subject to a maximum sum of RM1,000 per glass sheet.
2. The cost incurred in boarding up such breakage for which **We** are liable.

### **What is Not Covered**

- (a) Breakage of or damage to frames or framework of any description;
- (b) Cost of removal or replacement of any **fittings or fixtures**,
- (c) Breakage of glass in conservatories, green houses or outbuildings;
- (d) Breakage of glass which is broken or damaged at the commencement of this **Takaful**;
- (e) Any **Consequential Loss**.

## **P003 OPTIONAL BENEFIT NO. 3 – EXTENSION TO COVER AGAINST LOSS OR DAMAGE BY HURRICANE, CYCLONE, TYPHOON OR WINDSTORM TO METAL SMOKE STACKS, AWNINGS, BLINDS, SIGNS AND OTHER OUTDOOR FIXTURES AND FITTINGS INCLUDING GATES AND FENCES**

### **What is Covered**

This **Takaful** is extended to cover loss or damage to metal smoke stacks, awnings, blinds, signs and other outdoor **Fixtures and Fittings** including gates and fences under **Covered event** 7(b).

### **What is Not Covered**

-

## **P004 OPTIONAL BENEFIT NO. 4 - EXTENSION TO COVER ALTERATIONS, REPAIRS AND ADDITIONS (BUT NOT APPRECIATION IN VALUE IN EXCESS OF THE SUM COVERED)**

### **What is Covered**

This **Takaful** is extended to cover alterations, repairs and additions (but not appreciation in value in **Excess** of the **Sum Covered**) to Buildings for an amount not exceeding 25% of the Total **Sum Covered** on Buildings.

### **What is Not Covered**

-

Additional Benefit F - Liability to the Public will now include cover for liability arising out of or incidental to the carrying out of alterations, repairs and additions to the Buildings.

## **P05A OPTIONAL BENEFIT NO. 5A – EXTENSION FOR EXTENDED THEFT COVER BUT EXCLUDING THEFT BY DOMESTIC SERVANTS OR ANY MEMBER OF YOUR FAMILY OR HOUSEHOLD**

### **What is Covered**

**Covered event** No. 6 will now read as follows:

Theft or any attempted theft.

For contents temporarily removed, theft is only covered:

### **What is Not Covered**

1. (a) If the building or any part of it are lent, let or sub-let.
- (b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.

- (i) at any Bank, Safe Deposit or occupied private dwelling,
- (ii) in any building where **You** or any member of **Your Family** is residing,
- (iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your Family** or an authorised person is in charge.

For contents temporarily removed to places other than (i), (ii) and (iii) above, the contents will only be covered against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

- (c) Theft of servant's property outside **Your** private dwelling house or private flat/apartment/condominium.  
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 whichever is lower.
- 4. Theft by **Your** domestic servants or any member of **Your Family** or **Household**.
- 5. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of Takaful**, this cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

**P05B OPTIONAL BENEFIT NO. 5B – EXTENSION FOR EXTENDED THEFT COVER INCLUDING THEFT BY DOMESTIC SERVANTS**

**What is Covered**

**Covered event** No. 6 will now read as:  
Theft or any attempted theft including theft by **Your** domestic servant(s).

For contents temporarily removed, theft is only covered:

- (i) at any Bank, Safe Deposit or occupied private dwelling,
- (ii) in any building where **You** or any member of **Your Family** is residing,
- (iii) in the course of removal to or from any Bank or Safe Deposit whilst **You**, a member of **Your Family** or an authorised person is in charge.

For contents temporarily removed to places other than (i), (ii) and (iii) above, the contents will only be covered against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.

**What is Not Covered**

- 1. (a) If the Building or any parts of it are lent, let or sub-let.
- (b) If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.
- (c) If theft of servant's property other than from the private dwelling house or private flat/apartment/condominium.  
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 whichever is lower.
- 4. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one **Period of Takaful**, this cover will be suspended unless agreed by **Us** by way of an **Endorsement**.

**P006 OPTIONAL BENEFIT NO. 6 – INCREASE OF INDEMNITY LIMITS UNDER ADDITIONAL BENEFIT E – RENT COVERAGE**

**What is Covered**

The limit of liability under the Additional Benefit E- Rent Coverage is increased to the percentage of the Total **Sum Covered** on Buildings and /or Contents as per **Schedule**.

**What is Not Covered**

-

**B07A B07B OPTIONAL BENEFIT NO. 7 – INCREASE OF INDEMNITY LIMITS UNDER ADDITIONAL BENEFIT F – LIABILITY TO THE PUBLIC**

**What is Covered**

The limit of liability under the Additional Benefit F- Liability to the Public is increased as per **Schedule** for any one **Accident** or series of **accidents** out of one Occurrence.

**What is Not Covered**

-

**P008 OPTIONAL BENEFIT NO. 8 – EXTENSION TO COVER RIOT, STRIKE AND MALICIOUS DAMAGE**
**What is Covered**

This **Takaful** is extended to cover Riot, Strike, Malicious Damage.

Loss or damage to property covered directly caused by:

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

**Average**

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

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

**What is Not Covered**

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

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

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

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

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

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

**P09A OPTIONAL BENEFIT NO. 9A – EXTENSION TO COVER SUBSIDENCE AND LANDSLIP**
**What is Covered**

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

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

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

**What is Not Covered**

**We** will not pay for loss or damage:

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

**P09B OPTIONAL BENEFIT NO. 9B – EXTENSION TO COVER SUBSIDENCE AND LANDSLIP (EXCLUDING PROVISO (A))**
**What is Covered**

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

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

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

**What is Not Covered**

**We** will not pay for loss or damage:

- (a) to 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) Directly or indirectly caused by:
  - Coastal or river **Erosion**,
  - Demolition, structural alteration or structural repair,
  - Defective design or inadequate construction of foundations.
- (c) This Optional Benefit is subject to the following **Excess**, and is applicable for each and every loss:
  - 5% of the total **Sum Covered** or RM25,000 whichever is the lower, ascertained after the application of any condition of average.

**C05A MORTGAGEE (CHARGE) CLAUSE 1**

Loss, if any payable to the Mortgagee (Charge) as per **Schedule** as interest may appear in this **Takaful** shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the Owner of the within described property nor any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the **Premises** for purposes more hazardous than are permitted by this **Certificate**, or by the non-occupation thereof, or by any other increase of risk taking place in the property covered hereunder.

Provided that in case the Mortgagor (Chargor) or Owner shall neglect to pay any **Contribution** due under this **Certificate**, the Mortgagee (Charge) shall on demand pay the same.

Provided also that the Mortgagee (Chargee) 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 (Chargee) and unless permitted by this **Certificate** it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the **Contribution** for such increased hazard for the term thereof otherwise this **Certificate** shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this **Certificate** and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Mortgagee (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 or from any securities or funds available.

#### NON CANCELLATION CLAUSE

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

#### C013 ESCALATION CLAUSE

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

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

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

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

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

#### CTAK CO-TAKAFUL CLAUSE

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

Provided that:

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

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



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

To the extent the Leader is liable to pay under this **Certificate** to that extent the Follower shall follow the fortunes of the Leader in all respects all loss or damage provided for by this **Certificate**. Name of Leader and Follower(s) together with the Share of Participation are as per **Schedule**.

#### SPECIAL MEMORANDUM

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

It has been agreed that:

1. For the purpose of determining any liability to indemnify the Participant under a **Certificate** of **Takaful** including as prescribed by any **Endorsement** attaching thereto, all parties shall primarily refer to a **Certificate** or conventional language as normally issued under the provisions of the IFSA 2013 or FSA 2013 and signed on by all company for their respective share of participation of such liability, all loss or damage provided for by this **Certificate**.
2. For the purpose of determining any entitlement under Cash Back to the favour of the Participant, the Co-**Takaful Certificate(s)** and any attachment thereto issued by Syarikat Takaful Malaysia Am Berhad (STMAB) shall be referred to and it is hereby understood that the rate of Cash Back returns shall be proportionate to the Co-Takaful share of participation.
3. In as far the required presence of representatives of the company is concerned, in particular for meetings with the Participant or its representative or for any other official occasion or functions related to matter of **Takaful**, STMAB may be called upon to act as the spokesperson without prejudice to the rights and duties of each **Takaful** Operator.
4. The Leader shall perform its obligations as prescribed under the Co-Takaful Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all Followers for their own rightful purpose or for the benefit of the Participant.
5. The Leader and Follower shall agree to nominate an internationally recognised and licensed loss adjuster or panel of such loss adjusters which is/are acceptable to the Participant.
6. Notwithstanding the above arrangement, the Broker (as named in the **Schedule**) shall retain its rights and perform its duties as the appointed **Takaful** Broker for the Participant.

Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed or to be prescribed from time to time by the Malaysian Authorities.



**OTHER PROVISIONS (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)****1. DISTRIBUTION OF SURPLUS**

Fifty percent (50%) of the distributable surplus arising from the **GTF** as determined by **Us** will be distributed to eligible participants in the form of cash back based on **Hibah**. **We** will receive fifty percent (50%) of the distributable surplus as performance incentive based on **Ju'alah**.

**2. CASH BACK**

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

- (i) no claim has been made during the current **Period of Takaful**; and
- (ii) no benefit has been received during the current **Period of Takaful**.

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

**3. WAKALAH FEE**

The **Wakalah** fee chargeable under this **Certificate** is thirty-five (35%) of the **Contribution**.

**4. TREATMENT OF SMALL PAYMENT AMOUNT**

For any amount due and payable to **You** resulting from refund/ surrender/maturity/termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), **We** will donate to charity.

**ENQUIRIES/COMPLAINTS AND CLAIM APPEAL****1. ENQUIRIES /COMPLAINTS HANDLING**

If **You** have any enquiry or complaint pertaining to any matter related to **Your Certificate**, **You** may refer to **Our** Customer Service Unit (CSU) at:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad  
27<sup>th</sup> Floor, Annexe Block,  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur,  
P.O. Box 11483,  
50746 Kuala Lumpur.  
Tel: 1-300 88 252 385  
Fax: 603 - 2274 0237  
Email: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)  
Website: [www.takaful-malaysia.com.my/en](http://www.takaful-malaysia.com.my/en)

**2. AVENUE OF CLAIM APPEAL**

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300-88-252-385 or email **Us** at [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my) and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**Ombudsman for Financial Services (664393P)**

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

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

Ground Floor, Blok D,  
Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur.  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
Webform Address: [eLINK \(bnm.gov.my\)](http://eLINK(bnm.gov.my))

## GLOSSARY

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

**“Accident”** or **“Accidental”** means any sudden or unexpected and violent event, resulting directly and independently from the action of an external cause, other than any intentionally self-inflicted injury.

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

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

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

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

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

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

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

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

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

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

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

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

**“General Takaful Fund”** or **“GTF”** refers to a fund established to pool portion of contributions paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.

**“Hibah”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**. A portion of the distributable surplus which is credited into the **GTF** will be distributed to eligible participants in the form of cash back based on **Hibah**.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Takaful”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru’** into a common fund to provide financial assistance payable to the participant, person covered or beneficiary on the Occurrence of pre-defined events.

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

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

**“Wakalah”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

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

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

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

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