

CERTIFICATE FOR
Takaful *mySME*

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The **Participant** as named in the **Schedule** agrees to participate in **Takaful mySME** and pay a portion of the **Contribution** into the **General Takaful Fund (“GTF”)** based on **Tabarru’**. The **Participant** authorizes **the Company** based on **Wakalah** to manage the **GTF** and in return, **the Company** will receive the **Wakalah** fee.

The **Participant** also agrees that any distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participants based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as a performance incentive based on **Ju’alah**. If the **GTF** is in deficit, the **Participant** agrees to accept an interest-free loan which will be provided by **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/en).

Applicable for Non-Consumer Takaful Contracts

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

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

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

The Sections incorporated are: -

SECTION 1	FIRE AND TERRORISM
SECTION 2	FIRE CONSEQUENTIAL LOSS
SECTION 3	ALL RISKS
SECTION 4	BURGLARY
SECTION 5	FIDELITY GUARANTEE
SECTION 6	EQUIPMENT ALL RISKS
SECTION 7	MONEY
SECTION 8	PLATE GLASS
SECTION 9	GROUP PERSONAL ACCIDENT
SECTION 10	MACHINERY BREAKDOWN
SECTION 11	ELECTRONIC EQUIPMENT
SECTION 12	EMPLOYERS LIABILITY
SECTION 13	PUBLIC LIABILITY
SECTION 14	PRODUCT LIABILITY
SECTION 15	GOODS IN TRANSIT

DEFINITION OF WORDS (APPLICABLE TO ALL SECTIONS)

1. **“Business”** means the principal activities, profession, trade or work the Participant is engaged in and for which the Participant was established, as disclosed in the **Proposal** or as specified in the **Schedule** to a particular Section, as applicable.
2. **“Contribution”** means, the total amount required to be paid by the Participant to **the Company** excluding Government charges, as specified in the **Schedule**.
3. **“Damage”** means physical **Damage** or destruction to **Property**, resulting in impairment of usefulness or **Loss** of value (unless otherwise defined in any of the Section).
4. **“Endorsement”** means any amendment to Certificate wording or limits as specified in a document attached to the relevant Section of the Certificate or stated in the **Schedule** applicable to that Section.
5. **“Excess”** means, the amount required to be paid by the Participant before **the Company** becomes liable to pay, as specified in the **Schedule** applicable to that Section in respect of a claim.
6. **“General Takaful Fund” or “GTF”** refers to a fund established to pool a portion of **Contributions** paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this Certificate. This fund is collectively owned by the pool of participants.
7. **“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**.
8. **“Ju’alah”** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this certificate, the company will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit
9. **“Loss”** means any unrecoverable, unanticipated and non-recurring removal of, or decrease in the Participant’s **Property** or belonging sustained by the Participant which falls within the coverage procured by the Participant under this Certificate.
10. **“Period of Takaful”** means, the period of cover as specified in the **Schedule** of the Certificate.
11. **“Personal Effects”** means clothing and personal belongings normally worn or carried and do not include handheld phones, mobile phones, personal computers (notebook/laptops), palmtops, electronic organizers, musical instruments, curios, work of art, cash negotiable instruments or credit cards.
12. **“Premises”** means the building referenced by the address of the Participant as stipulated in the **Schedule** to the relevant Section(s) as the Participant’s place of **Business** and shall include external area/compound that forms part of the Premise (unless otherwise defined in any of the Sections).
13. **“Proposal”** means a signed **Proposal** Form and declaration of any information in connection with this Certificate supplied by or on behalf of the Participant.
14. **“Property”** means the **Property** Participant under any of the Section to this Certificate, as specified in the **Schedule** applicable to that Section.
15. **“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, **the Company** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
16. **“Schedule”** means the **Schedule** attaching to and forming an integral part of this Certificate including its renewal whether in whole or in part.
17. **“Sum Covered”** means, the amount covered specified in the **Schedule** applicable to that Section.

18. “**Tabarru**” refers to a donation for charitable purposes. Under this Certificate, the Participant donates a portion of the **Contribution** to the **GTF** based on **Tabarru**’ to help other participants. **Tabarru**’ takes into effect when the Participant contributes to the **GTF**.
19. “**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.
20. “**Total Sum Covered/Limit of Indemnity/Limit of Liability**” means, the maximum amount covered that **the Company** may become liable for the Section as specified in the **Schedule**.
21. “**The Company**” refers to Syarikat Takaful Malaysia Am Berhad.
22. “**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 the imposition of a fee. Under this Certificate, the Participant authorizes **the Company** to manage the **GTF** based on **Wakalah** and in return, **the Company** will receive a **Wakalah** fee.
23. “**We/Our/Us**” or “**Takaful Malaysia**” means Syarikat Takaful Malaysia Am Berhad [Registration No. 201701032316 (1246486-D)].
24. “**You/Your**” means the Participant as named in the **Schedule** and to whom **Your** Certificate is issue for. For avoidance of doubt, a Participant may also be a Person Covered.

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GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

1. This **Takaful** does not cover any **Loss** or **Damage** occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

(Applicable to Section 1 Only)

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

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

2. This **Takaful** does not cover any liability for **Loss** or destruction or **Damage** caused by pollution or contamination except (unless otherwise excluded) destruction of or **Damage** to the **Property** Covered caused by:
 - (a) pollution or contamination which itself results from a contingency hereby covered against.
 - (b) any contingency hereby covered against which itself results from pollution or contamination.
3. This **Takaful** does not cover any
 - (a) **Loss** or **Damage** directly or indirectly caused by or 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. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission,
 - (b) **Loss** or **Damage** directly or indirectly caused by or contributed to or arising from nuclear weapons material.
4. This **Takaful** does not cover any **Loss** or **Damage** caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating is defined in the Penal Code as:

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any **Property** to any person or to consent that any person shall retain any **Property**, or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause **Damage** or harm to that person in body, mind, reputation or **Property**, is said to 'Cheat'."
5. Any **Loss** or **Damage** caused by or attributed to the act of Criminal Breach of Trust by any person within the meaning of the definition of the offence as set out in the Penal Code.

Criminal Breach of Trust is defined in the Penal Code as:

"Whoever, being in any manner entrusted with **Property** or with any dominion over **Property**, dishonestly misappropriates or converts to his own use that **Property**, or dishonestly uses or disposes of that **Property** in violation of any direction of law prescribing the mode in which such trust is to be discharged or of any legal contract, express or implied, which he has made touching discharge of such trust, or wilfully suffers any other person so to do commits Criminal Breach of Trust".

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)**1. INTERPRETATION**

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

2. OBSERVANCE

The due observance and fulfilment of the terms and conditions of this Certificate in so far as they relate to anything to be done or not to be done by the Participant; and the truth of all statements and information supplied to **the Company** by the Participant will be conditions precedent to any liability of **the Company** to make any payment under this Certificate.

3. REASONABLE CARE

The Participant shall take reasonable precaution to prevent accidents and/or disease resulting in injury, **Loss**, destruction and/or **Damage** to **Property**, person and/or money and shall comply with all obligations and regulations set out in any legislation applicable or imposed by any authority.

4. NOTICE

Every notice and other communication to **the Company** as required under this Certificate must be written or printed.

5. OTHER TAKAFUL/INSURANCE

The Participant shall give notice to **the Company** of any **Takaful** or insurance already effected, or which may subsequently be effected, covering any of the **Property** hereby covered, and unless such notice be given and the particulars of such **Takaful** or insurance be stated in or endorsed on this Certificate by or on behalf of **the Company** before the occurrence of any **Loss** or **Damage**, all benefits under this Certificate shall be forfeited.

6. CANCELLATION

This Certificate or the coverage under any of the Sections herein:

- (a) may be terminated at any time at the request of the Participant, in which case **the Company** will retain the customary short period rate for the time this Certificate or the relevant Section has been in force.
- (b) may be terminated at the option of **the Company** by sending fourteen (14) days written notice to the Participant at his last known address: in which case **the Company** shall be liable to repay on demand a rateable proportion of the **Contribution** for the unexpired term from the date of cancellation. The amount to be refunded upon termination of this certificate shall be subject to the minimum **Contribution** to be retained by **the Company**.

7. REINSTATEMENT OF SUM COVERED AND/OR TOTAL SUM COVERED AFTER LOSS (RELEVANT TO ALL SECTIONS EXCEPT SECTION 9)

In the event of a **Loss**, the **Takaful** hereunder shall be maintained in force for the full **Sum Covered** and/or Total **Sum Covered** and the Participant shall be liable to pay an additional **Contribution** at the rate stated on the **Schedule** calculated on the amount of **Loss** on a pro-rata basis from the date of such **Loss** to the expiry of the current **Period of Takaful**.

8. MISDESCRIPTION

If there be any material misdescription of any of the **Property** hereby covered, or of any building or place in which such **Property** is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, **the Company** shall not be liable upon this Certificate so far as it relates to **Property** affected by any such misdescription, misrepresentation or omission, as the case may be.

9. FRAUD

If a claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on his behalf to obtain any benefit under this Certificate; or, if the **Loss** or **Damage** be occasioned by the willful act, or with connivance of the Participant; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, (or in the case of an Arbitration pursuant

to Clause 15 within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award), all benefit under this Certificate shall be forfeited.

10. TIME LIMIT

In no case whatsoever shall **the Company** be liable in respect of any claim under any Section of this Certificate after the expiration of:

- (a) one year from the end of the **Period of Takaful** stipulated in the respective Section/**Schedule**; or
- (b) three months from the date on which payment shall have been made or liability admitted by **the Company** covering the **Damage** giving rise to the said claim;

unless the claim is subject of pending action or arbitration.

11. SUBROGATION

The Company reserves the right to undertake in the **Participant's** name and the **Participant's** behalf:

- i. the full conduct, control and settlement of any proceedings,
- ii. recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.

at **the Company's** expense and benefit.

12. CONTRIBUTION (RELEVANT TO ALL SECTIONS EXCEPT SECTION 9)

If at the time of any **Loss** or **Damage** happening to any **Property** hereby covered, there be any other subsisting **Takaful** or Insurance, whether affected by the Participant or by any other person or persons, covering the same **Property**, **the Company** shall not be liable to pay or contribute more than its rateable proportion of such **Loss** or **Damage**.

13. AVERAGE

If at the time of **Loss**, the **Property** hereby covered shall be collectively of greater value than the **Sum Covered** thereon, then the Participant shall be considered as covering his own for the difference, and shall bear a rateable proportion of the **Loss** accordingly. Every item, if more than one, on this Certificate shall be separately subject to this condition.

14. ARBITRATION

If any difference arises as to the amount of any **Loss** or **Damage** or liability under this Certificate such difference shall, independent of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two (2) disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrators, Arbitrator or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator, or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the **Loss** or **Damage** if disputed shall be first obtained.

(Applicable to Section 9 Only)

If any such difference shall relate to the degree of Permanent disablement for the purposes of this Certificate the arbitrator or arbitrators and umpire shall be a Medical Practitioner.

15. JURISDICTION

The **Takaful** provided herein shall apply only to judgments that are delivered by or obtained from a court in Malaysia, and shall not apply to any judgment or order obtained in MALAYSIA for the enforcement of a judgment obtained elsewhere.

16. LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this **Takaful** shall not be prejudiced by any inadvertent delays, errors or omissions in notifying **the Company** of any circumstances giving rise or likely to give rise to a claim under this Certificate provided always that :-

- (a) such delay in notification shall not exceed 30 days from the date of occurrence of the **Loss**;
- (b) **the Company's** right to recover (in the same of the Participant or otherwise) from any responsible party for the **Loss** shall not have been prejudiced;
- (c) the burden of proving that a **Loss** has occurred shall be upon the Participant.

17. CLAIMS

On the happening of any **Loss** or **Damage** the Participant shall forthwith give notice thereof to **the Company**, and shall within thirty (30) days after the **Loss** or **Damage**, or such further time as **the Company** may in writing allow in that behalf, deliver to **the Company**:

- (a) a claim in writing for the **Loss** and **Damage** containing as particular an account as may be reasonably practicable of all the several articles or items of **Property Damaged** or destroyed, and of the amount of the **Loss** or **Damage** thereto respectively, having regard to their value at the time of the **Loss** or **Damage**, not including profit of any kind.
- (b) particulars of all other **Takaful/insurance**, if any.
- (c) police report (where applicable).
- (d) proof of purchase for article(s) or item(s) claimed (where applicable).
- (e) no admission, offer, promise or payment shall be made by or on behalf of the Participant without the written consent of **the Company** which shall be entitled if it so desires to take over and conduct in the name of the Participants the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as **the Company** may require.

The Participant shall also at all times at his own expense produce, procure and give to **the Company** all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the **Loss** or **Damage** occurred, and any matter touching the liability or the amount of the liability of **the Company** as may be reasonably required by or on behalf of **the Company** together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Certificate shall be payable unless the terms of this condition have been complied with.

18. THE COMPANY'S RIGHTS AFTER A LOSS

On the happening of any **Loss** or **Damage** to any of the **Property** covered by this Certificate, **the Company** may:

- (a) enter and take and keep possession of the building or **Premises** where the **Loss** or **Damage** has happened;
- (b) take possession of or require to be delivered to it any **Property** of the Participant in the building or on the **Premises** at the time of the **Loss** or **Damage**;
- (c) keep possession of any such **Property** and examine, sort, arrange, remove, or otherwise deal with the same;
- (d) sell any such **Property** or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by **the Company** at any time until notice in writing is given by the Participant that he makes no claim under this Certificate or, if any claim is made until such claim is finally determined or withdrawn, and **the Company** shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Participant or diminish its right to rely upon any of the conditions of this Certificate in answer to any claim.

If the Participant or any person on his behalf shall not comply with the requirements of **the Company** or shall hinder or obstruct **the Company** in the exercise of its powers hereunder, all benefits under this Certificate shall be forfeited.

The Participant shall not in any case be entitled to abandon any **Property** to **the Company** whether taken possession of by **the Company** or not.

19. TERRITORIAL LIMIT

All benefits provided in this Certificate are applicable within Malaysia, twenty-four (24) hours a day unless specifically stated otherwise.

20. TERMINATION OF THIS CERTIFICATE

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

- a) upon cancellation of this Certificate by the Participant;
- b) upon cancellation of this Certificate by **the Company**;
- c) when there is fraud or misrepresentation of material fact during application;
- d) when the total amount payable by **the Company** reached the maximum annual limit or the **Sum Covered** as stated in the **Schedule**;
- e) when the Certificate expires;
- f) upon cancellation due to **Takaful Contribution Warranty**; or
- g) upon cancellation due to Non Shariah Compliance.

If the termination is due to (a) and (b), **the Company** will refund to the Participant the **Contribution** amount (**Wakalah** fee and **Tabarru'** portion) for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c) and (g), **the Company** will refund to the Participant the **Contribution** in full. If the termination is due to (d), (e) and (f), **the Company** will not refund to the Participant the **Contribution**.

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

21. PROOF OF CONTRIBUTION

Payment in respect of the **Contribution** shall be deemed to be no payment to **the Company** unless a printed form of receipt for the same signed by an officer or duly appointed agent of **the Company** shall have been given to the Participant.

22. TAKAFUL CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract that the **Contribution** due must be paid and received by **the Company** within sixty (60) days from the inception date of this Certificate/**Endorsement**/Renewal Certificate.

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

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

23. DATE RECOGNITION CLAUSE

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

- (a) **The Company** will not pay for any **Loss** or **Damage** including **Loss** of use with or without physical **Damage**, injury (including bodily injury), expenses incurred or any consequential **Loss** directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the **Property** of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/ or software as listed above to:
 - (i) correctly recognize any date as its true calendar date;
 - (ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date, and/ or
 - (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the **Loss** of data or the inability to capture, save, retain or correctly process such data on or after any date.

- (b) It is further understood that **the 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 Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.
 - (d) It is further understood that **the Company** will not pay for any consequential **Loss** resulting from any continuing inability of the computer and equipment described in (a) above to correctly recognize any date as its true calendar date after the lost or **Damaged Property** has been replaced or repaired.
- Such **Loss** or **Damage**, 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.

24. SANCTIONS EXCLUSION CLAUSE

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

The Company may terminate this Certificate with immediate effect and shall not thereafter be required to transact any **Business** with the Participant in connection with this Certificate, including but not limited to, making or receiving any payments under this Certificate.

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

If **the Company** discovers, or has justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, **the Company** reserves the right to terminate the Certificate immediately. **The Company** shall deal with all **Contributions** paid and all Benefits or sums payable in respect of the Certificate in any manner which **the Company** deems appropriate, including but not limited to handing it over to the relevant authorities.

26. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE

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

Subject otherwise to the terms and conditions of the Certificate.

27. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

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

The Participant has expressly acknowledged and consent to the Participant's Personal Data to be stored, processed and disclosed by **the Company** for the purposes and in accordance with **the Company's** Privacy Notice as published on **the Company's** Website.

28. MANAGEMENT OF FUND

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

29. DEFICIENCY & LOSS RECTIFICATION

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

30. COMMUNICABLE DISEASE EXCLUSION (RELEVANT TO SECTIONS 12, 13 AND 14)

1. Notwithstanding any provision to the contrary within this certificate, this certificate does not cover all actual or alleged **Loss**, liability, **Damage**, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this **Endorsement**, **Loss**, liability, **Damage**, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, **Damage** to human health, human welfare or **Property Damage**.

31. COMMUNICABLE DISEASE EXCLUSION (RELEVANT TO ALL SECTIONS EXCEPT SECTION 9, 12, 13 AND 14)

31.1 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.

31.2 As used herein:

31.2.1 "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:

31.2.1.1 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

31.2.1.2 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.

31.2.2 "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.

32. BENEFITS

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

33. CUSTOMER SERVICE CHARTER

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

34. LEGAL PROCEEDING CLAUSE

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after written proof of **Loss** has been furnished in accordance with the requirements of this **Certificate**. If the **Person Covered** shall fail to supply the requisite proof of **Loss** as stipulated by the terms and conditions of this **Certificate**, the **Person Covered** may, within a grace period of one (1) calendar year from the time that the written proof of **Loss** to be furnished, submit the relevant proof of **Loss** to **Us** with cogent reason(s) for the failure to comply with the **Certificate** terms and conditions. The acceptance of such proof of **Loss** shall be at the sole and entire discretion of **Us**. After such grace period has expired, **The Company** will not accept, for any reason whatsoever, such written proof of **Loss**.

35. DUTY OF DISCLOSURE

For Non-Consumer Takaful Contracts

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

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

36. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Certificate does not cover **Loss, Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless or any other cause or event contributing concurrently or in any other sequence to the **Loss**:

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

GENERAL CLAUSES (APPLICABLE TO ALL SECTIONS)

1. EXCESS CLAUSE

It is hereby declared and agreed that the Participant shall be responsible for the first amount (as stated in the **Schedule**) known as **Excess** in respect of each and every claim.

GENERAL CLAUSES (APPLICABLE TO RELEVANT SECTIONS AS INDICATED)

1. ALTERATIONS AND REPAIRS CLAUSE (*Applicable for Sections 3, 4, 8, 11 and 13*)

Workmen are allowed in or about any **Premises** herein referred to carrying out alterations and repairs without prejudice to the terms of this Certificate.

2. APPRAISEMENT CLAUSE (*Applicable for Sections 10 and 11*)

If the aggregate claim for any one (1) **Loss** does not exceed RM5,000 or five percent (5%) of the **Sum Covered** whichever is lesser amount by the items or items affected no special inventory or appraisement of the undamaged **Property** shall be required.

3. ARMED ROBBERY AND/OR HOLD-UP CLAUSE (*Applicable for Sections 3, 4 and 11*)

Notwithstanding anything herein contained to the contrary it is hereby declared and agreed that the **Takaful** provided by this Certificate is extended to include **Loss** by "Hold-up and Armed Robbery" (that is theft accompanied by violence or threat of violence by anyone other than the employees of the Participant) committed within the Participant's within **Premises**.

4. AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE (Applicable for Sections 3, 4 and 8)

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

5. CAPITAL ADDITION CLAUSE (Applicable for Sections 10 and 11)

This Certificate is hereby extends to cover alterations, additions and improvements (but not appreciation in value in **Excess** of sums covered) to **Property** specified in the Certificate hereof for an amount not exceeding 10% of the total **Sum Covered** and it is being understood that the Participant undertake to advise **the Company** each quarter of such alterations, additions and improvements and to pay the appropriate additional **Contributions** thereon.

6. CONTRACTORS AND SUB-CONTRACTORS CLAUSE (Applicable for Sections 12 and 13)

Notwithstanding anything herein contained to the contrary, the Indemnity expressed in this Certificate is deemed to include Liability caused by or in connection with employment of Sub-Contractors or the servants or agents of Sub-Contractors by the Participant.

Provided always that:

- (i) the Sub-Contractors shall as though the Participant observe fulfil and be subject to terms of this Certificate so far as apply.
- (ii) the Sub-Contractors is not entitled to indemnity under any other Certificate of **Takaful** or Insurance Policy.
- (iii) at the end of each **Period of Takaful** the Participant shall notify **the Company** of any such Sub-Contractors employed during such **Period of Takaful** and of the cost thereof and shall pay such additional **Contribution** as may be required.

7. COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC) (Applicable for Sections 3, 6, 7, 8, 10, 11 and 15)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, and subject to the Participant having paid the agreed extra **Contribution**, this Certificate shall be extended to cover **Loss** or **Damage** due to strike, riot and civil commotion which for the purpose of this **Endorsement** shall mean (subject always to the Special Conditions hereinafter contained) **Loss** of or **Damage** to the **Property** covered directly caused by:

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

(Applicable for Sections 3, 6, 7, 8, 10 and 11)

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

1. all the terms, exclusions, provisions and conditions of the Certificate shall apply in all respects to the coverage granted by this extension save insofar as the same are expressly varied by the following Special Conditions, and any reference to **Loss** or **Damage** in the wording of the Certificate shall be deemed to include the perils hereby covered against,
2. the following Special Conditions shall apply only to the coverage granted by this extension, and the wording of the Certificate shall apply in all respects to the coverage granted by the Certificate as if this **Endorsement** had not been made thereon.

Special Conditions

1. This **Takaful** shall not cover:
 - (a) **Loss** or **Damage** resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation;
 - (b) **Loss** or **Damage** occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

- (c) **Loss** or **Damage** occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
- (d) consequential **Loss** or liability of any kind or description, any payments over and above the indemnity for the material **Damage** as provided herein.

Provided nevertheless that **the Company** are not relieved under b) or c) above of any liability to the Participant in respect of physical **Damage** to the **Property** covered occurring before dispossession or during temporary dispossession.

2. This **Takaful** shall 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 proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - (c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where **the Company** allege that by reason of the provisions of this condition any **Loss** or **Damage** is not covered by this **Endorsement**, the burden of proving that such **Loss** or **Damage** is covered shall be upon the Participant.

3. This **Takaful** may at any time be terminated by **the Company** on notice to that effect being given by registered post at the Participant's last known address, in which case **the Company** shall be liable to repay a rateable proportion of the **Contribution** for the unexpired term from the date of termination.

8. DESIGNATION CLAUSE (Applicable for Sections 3, 4, 10 and 11)

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** has been entered in the Participant's books.

9. EARTHQUAKE, VOLCANIC ERUPTION & TSUNAMI (Applicable for Sections 10 and 11)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this **Takaful** shall be extended to include the risk of earthquake, volcanic eruption & tsunami.

10. EMPLOYEES EFFECTS CLAUSE (Applicable for Sections 3, 4, 7 and 13)

It is hereby declared and agreed that this Certificate extends to cover **Loss** or **Damage** to the Participant's employees' **Personal Effects** occurring at the place which this Certificate applies. The amount of indemnity under this extension is limited to RM250 in respect of any one employee.

11. EXPEDITING EXPENSES CLAUSE (Applicable for Sections 10 and 11)

The indemnity granted hereunder shall in addition extends to include the reasonable extra cost of temporary repairs and of expediting the repair of **Damaged** items covered hereunder, including overtime, nightwork, work on public holidays, customs and excise duties, express freight and other rapid means of transportation, incurred by the Participant in the reinstatement, replacement or repair of the items covered lost, destroyed or **Damaged** by any cause covered under this Certificate.

Provided also that the maximum **Limit of Liability of the Company** under this Extension shall not exceed twenty-five percent (25%) of the **Sum Covered** or RM50,000.00 whichever is lesser.

12. FLOOD, WINDSTORM AND OTHER CONVULSION OF NATURE CLAUSE (Applicable for Sections 3, 6 and 8)

It is hereby declared and agreed that this Certificate is extended to cover **Loss** of or **Damage** to the **Property** covered caused by flood, windstorm and other convulsion of nature.

13. FULL THEFT CLAUSE (20% of Sum Covered or RM50,000 whichever is lower each and every Loss) (Applicable for Sections 3 and 4)

It is declared and agreed that this Certificate shall extend to include theft not accompanied by actual violent and forcible entry or exit from the Participant **Premises**. Special Exclusions: **The Company** however shall not be liable for:

- (a) Any **Loss** due to inventory shortages;
- (b) Any **Loss** due to theft by own Employees;
- (c) Any **Loss** due to systematic pilferage over two (2) periods of **Takaful**.

14. INTERNAL REMOVAL CLAUSE (Applicable for Sections 3, 4 and 11)

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** of 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.

15. LOADING AND UNLOADING CLAUSE (Applicable for Sections 3 and 6)

It is hereby declared and agreed that this Certificate extends to cover **Loss** of or **Damage** to the covered **Property** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading hereon or the taking away of the load from the vehicle after unloading therefrom.

16. MALICIOUS DAMAGE ENDORSEMENT (Applicable for Sections 3, 4, 6, 7, 8, 10 and 11)

It is hereby agreed and declared that the **Takaful** under the said Strike, Riot and Civil Commotion **Endorsement** shall extend to include 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 2 of the said Strike, Riot and Civil Commotion **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 and provisions of the said Strike, Riot and Civil Commotion **Endorsement** shall apply to this extension as if they had been incorporated therein.

17. MARKET VALUE CLAUSE (for machine and equipment age 6 years and above) (Applicable for Sections 3, 6, 10 and 11)

It is hereby understood and agreed that in the event of a **Loss** to the **Property** covered herein, the **Limit of Indemnity of the Company** shall be the covered value or the market value of the covered **Property**, whichever is the lower, subject to the deduction of any **Excess** and amounts which the Participant is required to bear under the Certificate.

For the purpose of this clause, the term market value shall mean the value of the **Property** covered herein at the time of **Damage** or **Loss** less due allowance for betterment, wear and tear and/or depreciation. In the event of a dispute, the market value of the covered **Property** shall for the purpose of this clause be determined by a valuation obtained by **the Company** from the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor of the cost of replacement or reinstatement, of the covered **Property Damaged** or lost as it was at the time of the occurrence of such **Damage** or **Loss**. In the event that there is, at the time of **Damage** or **Loss**, no manufacturer, authorised sole agent or agent, authorised broker or authorised distributor for the covered **Property**, the valuation shall be obtained from a Loss Adjuster licensed under the Financial Services Act (FSA) 2013 or a Registered Valuer under the Valuers and Appraisers Act, 1981 and to be mutually appointed by both parties.

The valuation of the covered **Property** by the manufacturer authorised sole agent or agent, authorised broker or authorised distributor, Loss Adjuster licensed under the Financial Services Act (FSA) 2013 or Registered Valuer under the Valuers and Appraisers Act, 1981 shall be conclusive evidence in respect of the market value of the covered **Property** in any legal proceedings against **the Company**.

18. OTHER CONTENTS CLAUSE (Applicable for Sections 3 and 4)

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

- (a) Money and stamps not otherwise specifically covered for an amount not exceeding RM1,000.
- (b) Documents, manuscripts and **Business** books but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing up, and not for the value to the Participant of the information contained therein and for an amount not exceeding RM1,000 in respect of any one document, manuscript or **Business** book.
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Participant of the information contained therein for an amount not exceeding RM1,000.
- (d) Patterns, models, moulds, plants and designs, for an amount not exceeding RM1,000 in respect of any one pattern, model, mould, plan or design.
- (e) Employees' pedal cycles, clothing, tools and other **Personal Effects** for an amount not exceeding RM250 in respect of any one Employee.

19. PAIRS AND SETS CLAUSE (Applicable for Sections 1, 3, 4, 6 and 11)

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

20. PAYMENT ON ACCOUNT CLAUSE (Applicable for Sections 3, 4, 5, 6 and 7)

It is understood and agreed that in the event of the occurrence of a **Loss** under this Takaful, **the Company** will make payment on account in respect of such **Loss** to the Participant if desired.

21. PROFESSIONAL FEES CLAUSE (Applicable for Sections 10 and 11)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon this **Takaful** shall be extended to cover Surveyors' and Consulting Engineers' fees or other professional fees necessarily incurred by the Participant in the reinstatement of the covered **Property** consequent upon its **Loss** destruction or **Damage** indemnifiable hereunder but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of professional charges of the Federation of Malaysia Society of Architects' and/or of **Schedule** of professional charges of the Institute of Surveyors, Federation of Malaysia and/or the scale of charge of the Association of Consulting Engineers (Malaysia).

Provided that **the Company's** liability for such fees shall not exceed 10% of **Loss** or RM50,000.00 whichever is lesser.

22. PROPERTY DAMAGE CLARIFICATION CLAUSE (Applicable to All Sections EXCEPT Section 9)

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**.

23. REMOVAL OF DEBRIS (Applicable for Sections 1 (Terrorism), 3, 4, 6 and 8)

This Certificate also covers, within the **Sum Covered**, expenses incurred in the removal from the covered location of debris of **Property** stated in the **Schedule Damaged** by an Act of Terrorism or an Act of Sabotage.

The cost of removal of debris shall not be considered in determination of the valuation of the **Property** covered.

24. TEMPORARY REMOVAL CLAUSE (Applicable for Sections 3, 4, 10 and 11)

The **Property** covered under this Certificate is covered (limited to 10% of the **Sum Covered**) whilst temporarily removed for cleaning, renovations, modifications, repair or other similar purpose, elsewhere on the same or to any other **Premises** and in transit thereto and therefrom by road, rail or inland waterway, in the Republic of Singapore or Malaysia. 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 the part of the **Premises** from which the **Property** is temporarily removed.

This extension does not apply to **Property** if and so far as it is otherwise covered nor does it apply to items covering stock and merchandise of every description nor as regards Losses occurring elsewhere than at the **Premises** from which the **Property** is temporarily removed, to:

- (a) Motor Vehicle and Motor Chassis;
- (b) **Property** (other than machinery and plant) held by the Participant in trust.

25. TEMPORARY STORAGE CLAUSE (Applicable for Sections 3, 4, 10 and 11)

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

- (a) the period of temporary storage shall not exceed sixty (60) days.
- (b) the liability of the **Company** is limited to 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** does not apply to **Property** in so far as it is otherwise covered nor does it apply to motor vehicles and motor chassis.

26. TEMPORARY VISITS OVERSEAS CLAUSE (Applicable for Sections 12 and 13)

It is hereby declared and agreed that the indemnity provided by this Certificate extends to cover the legal liability of the Participants in respect of **Business** trips not involving manual work, worldwide excluding USA/Canada, by Directors or Employees of the Participant and liability in respect of injury or **Damage** caused by or arising from the use of or driving of a motor vehicle

27. UNATTENDED VEHICLE CLAUSE (Applicable for Sections 3 and 15)

This Certificate does not cover any **Loss** or **Damage** to the **Property** covered by theft or pilferage or any attempt thereat whilst the conveyance/vehicle is left unattended in any public place or is laid up or temporarily stored in any garage or similar **Premises** unless the conveyance is securely locked at all points of entry and unless such **Loss** or **Damage** results from forcible and violent entry into the conveyance involving external and visible **Damage** to the conveyance or vehicle containing the **Property** covered.

28. VEHICLE LOAD CLAUSE (Applicable for Sections 4 and 11)

In the event of any of the Participant's vehicles being left loaded overnight whilst in or on the **Premises** described in the **Schedule** hereto the **Company** will indemnify the Participant in respect of such load in the event of **Loss** or **Damage** by any of the perils covered against by this Certificate.

29. WORK AWAY RISKS (Applicable for Sections 12 and 13)

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this Certificate shall extend to indemnify the Participant against liability at law, as stated, arising out of and in the course of employment of covered person by the Participant other than at the **Premises** stated in the certificate but anywhere within Malaysia.

SECTION 1 - FIRE AND TERRORISM

In consideration of the **Takaful Contribution** payment by the Participant to the **Company**, the **Company** agrees, subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, that if the **Property** Covered described in the **Schedule** or any part of such **property** be destroyed or **Damaged** by fire or lightning during the **Period of Takaful** stated in the **Schedule**, the **Company** will pay or make good to the Participant the actual value of the **Property** Covered at the time of the happening of its destruction or the actual amount of such **Damage**.

PROVIDED THAT the liability of **the Company** shall, in no case, exceed in respect of each item the **Sum Covered** or the Total **Sum Covered** in the **Schedule** or such other sum as may be substituted by **Endorsement** attached hereto.

SPECIAL CONDITIONS FOR SECTION 1

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

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

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

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

4.
 - (i) This **Takaful** does not cover:
 - (a) **Loss** by theft during or after the occurrence of a fire.
 - (b) **Loss** or **Damage** to **Property** occasioned by its own fermentation, natural heating or spontaneous combustion [except as may be provided in accordance with Condition 5(f)], or by its undergoing any heating or drying process.
 - (c) **Loss** or **Damage** occasioned by or through or in consequence of:
 - (1) the burning of **Property** by order of any public authority.
 - (2) subterranean fire.
 - (d) **Loss** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii) This **Takaful** does not cover **Loss** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 4(ii) only combustion shall include any self-sustaining process of nuclear fission.
 - (iii) This **Takaful** does not cover **Loss** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by Shariah non-compliant causes.
5. Unless otherwise expressly stated in the Certificate, this **Takaful** does not cover:
 - (a) Goods held in trust or on commission.
 - (b) Bullion or unset precious stones.
 - (c) Any curiosity or work of art for an amount exceeding RM500.
 - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - (e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other **Business** books, or computer systems records.
 - (f) Coal, against **Loss** or **Damage** occasioned by its own spontaneous combustion.
 - (g) Explosives.

Any **Loss** or **Damage** occasioned by or through or in consequence of explosion, but **Loss** or **Damage** by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be **Loss** by fire within the meaning of this Certificate.

- (h) Any **Loss** or **Damage** occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush,alang, prairie, pampas or jungle, and the clearing of lands by fire.
6. Under any of the following circumstances the coverage ceases to attach as regards the **Property** affected unless the Participant, before the occurrence of any **Loss** or **Damage**, obtains the sanction of **the Company** signified by **Endorsement** upon the Certificate, by or on behalf of **the Company**:
- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the **Property** Covered be changed in such a way as to increase the risk of **Loss** or **Damage** by fire.
 - (b) If the building covered or containing the **Property** Covered becomes unoccupied and so remains for a period of more than thirty (30) days.
 - (c) If **Property** Covered be removed to any building or place other than that in which it is herein stated to be covered.
 - (d) If the interest in the **Property** Covered pass from the Participant otherwise than by will or operation of law.
 - (e) If a notice to quit by any Order by the local Authorities for the requisition or acquisition of the land on which the Participant's **Property** is situated has been issued.
7. This **Takaful** does not cover any **Loss** or **Damage** to **Property** which, at the time of the happening of such **Loss** or **Damage**, is covered by or would, but for the existence of this Certificate, be covered by any Marine Certificate or Certificates except in respect of any **Excess** beyond the amount which would have been payable under the Marine Certificate or Certificates had this **Takaful** not been effected.
8. The coverage under this Certificate extends to include:
- (a) wages of the Participant's employees other than full-time members of a Works Fire Brigade.
 - (b) the cost of replacement of fire-fighting appliances and destruction of or **Damage** to materials (including employees' clothing and **Personal Effects**) unless otherwise specifically covered.
 - (c) Fire Brigade charges.

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

9. On the happening of any **Loss** or **Damage** to any of the **Property** Covered by this Certificate, **the Company** may:
- (a) enter and take and keep possession of the building or **Premises** where the **Loss** or **Damage** has happened.
 - (b) take possession of or require to be delivered to it any **Property** of the Participant in the building or on the **Premises** at the time of the **Loss** or **Damage**.
 - (c) keep possession of any such **Property** and examine, sort, arrange, remove, or otherwise deal with the same.
 - (d) sell any such **Property** or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by **the Company** at any time until notice in writing is given by the Participant that he makes no claim under the Certificate or, if any claim is made, until such claim is finally determined or withdrawn, and **the Company** shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Participant or diminish its right to rely upon any of the Conditions of this Certificate in answer to any claim.

If the Participant or any person on his behalf shall not comply with the requirements of **the Company** or shall hinder or obstruct **the Company** in the exercise of its powers hereunder, all benefits under this Certificate shall be forfeited.

The Participant shall not in any case be entitled to abandon any **Property** to **the Company** whether taken possession of by **the Company** or not.

10. **The Company** may at its option reinstate or replace the **Property Damaged** or destroyed or any part thereof, instead of paying the amount of the **Loss** or **Damage**, or may join with any other **Takaful** operators or insurers in so doing, but **the Company** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall **the Company** be bound to expend more in reinstatement than it would have cost to reinstate such **Property** as it was at the time of the occurrence of such **Loss** or **Damage**, nor more than the **Sum Covered** by **the Company** thereon. If **the Company** so elects to reinstate or replace any **Property**, the Participant shall, at his own expense, furnish **the Company** with such plans, specifications, measurements, quantities, and such other particulars as **the Company** may require, and no acts done, or caused to be done by **the Company** with a view to reinstatement or replacement shall be deemed an election by **the Company** to reinstate or replace.

If in any case **the Company** shall be unable to reinstate or repair the **Property** hereby covered because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, **the Company** shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such **Property** if the same could lawfully be reinstated to its former condition.

11. In the event of a **Loss** to the **Property** Covered (other than stock and building item), **the Company** shall pay the covered value or the market value of the **Property** Covered, whichever is the lower, subject to the deduction of any **Excess** and amount which the Participant is required to bear under the Certificate. For the purpose of this Condition, the term market value shall mean the value of the **Property** Covered herein at the time of **Damage** or **Loss** less due allowance for wear and tear and/or depreciation. The market value of the **Property** Covered shall for the purpose of this Condition be determined by a valuation obtained by **the Company** from the manufacturer, authorized sole agent or agent, authorized broker, authorized distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the **Property** Covered **Damaged** or lost as it was at the time of the occurrence of such **Damage** or **Loss**.

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

12. The Participant shall, at the expense of **the Company**, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by **the Company** for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which **the Company** shall be or would become entitled or subrogated upon its paying for or making good any **Loss** or **Damage** under this Certificate, whether such acts and things shall be or become necessary or required before or after his indemnification by **the Company**.
13. If at the time of any **Loss** or **Damage** happening to any **Property** hereby covered there be any other subsisting **Takaful** or insurance, whether effected by the Participant or by any other person or persons, covering the same **Property**, this Company shall not be liable to pay or contribute more than its rateable proportion of such **Loss** or **Damage**.
14. If the **Property** hereby covered shall, at the breaking out of any fire, be collectively of greater value than the **Sum Covered** thereon, then the Participant shall be responsible for the difference and shall bear a rateable proportion of the **Loss** accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition.
15. In the event of a **Loss**, the coverage hereunder shall be maintained in force for the full **Sum Covered** and the Participant shall be liable to pay an additional **Takaful Contribution** at the rate stated on the Certificate calculated on the amount of **Loss** on a pro-rata basis from the date of such **Loss** to the expiry of the current **Period of Takaful**.

16. If any difference arises as to the amount of any **Loss** or **Damage**, such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two (2) disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator, and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings.
The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the **Loss** or **Damage** if disputed shall be first obtained.
17. In no case whatever shall **the Company** be liable for any **Loss** or **Damage** after the expiration of twelve (12) months from the happening of the **Loss** or **Damage** unless the claim is the subject of pending action or arbitration.
18. This Certificate and the **Schedule** herein shall be read together as one contract and any word or expressions to which a specific meaning has been attached in any part of this Certificate or of the said **Schedule** shall bear such meaning wherever it may appear.

STANDARD CLAUSES/ENDORSEMENTS/WARRANTIES FOR SECTION 1

C02B REMOVAL OF DEBRIS (WITHOUT SEPARATE SUM COVERED)

The **Takaful** on Item (s) as per **Schedule** is hereby covered in respect of costs and expenses necessarily incurred by the Participant with the consent of **the Company** in the:

- (a) removal of debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping of the portion or portions of the **Property** covered by the said Item(s) above of this Certificate destroyed or **Damaged** by fire or by any other peril hereby covered against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are covered).

The amount payable for such costs and expenses shall not exceed 10% of the **Sum Covered** of each Item or RM2 million in aggregate any one **Loss**, whichever is lower.

The Company will not pay any costs or expenses:

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

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

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

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

C004 OTHER CONTENTS CLAUSE

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

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

C005 CAPITAL ADDITIONS CLAUSE

The **Takaful** hereby extends to cover alterations, additions and improvements (but not appreciation in value in **Excess** of the **Sum Covered**) to **Property** specified in this Certificate for an amount not exceeding in respect of each item 10% of the **Sum Covered** by each item or RM1 million per location whichever is the less.

The Participant undertakes to advise **the Company** every three months of such alterations, additions and improvements and to pay the appropriate additional **Takaful Contribution** thereon.

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

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

C007 CONTRACT PRICE

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

C008 FOUNDATION EXCLUSION

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

C010 COMPUTER SYSTEMS RECORDS

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

C011 DESIGNATION CLAUSE

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

C016 REINSTATEMENT VALUE CLAUSE

Notwithstanding anything to the Contrary contained in Condition 17 of the Certificate, it is hereby declared and agreed that in the event of the **Property** covered under (items No(s) as per **Schedule**) of the Certificate being destroyed or **Damaged**, the basis upon which the amount payable under (each of the said items of) the Certificate is to be calculated shall be the cost of replacing or reinstating on the same site **Property** of the same kind or type but not superior to or more extensive than the covered

Property when new, subject to the following Special Provisions and subject also to the terms and conditions of the Certificate except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

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

C018 REINSTATEMENT IN COMPLIANCE WITH THE REQUIREMENT OF PUBLIC AUTHORITIES

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

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

of **the Company** under this extension (in respect of any such item) shall be reduced in like proportion.

- (4) The total amount recoverable under any item of the Certificate shall not exceed the **Sum Covered** thereby.
- (5) All the conditions of the Certificate except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

C020 TEMPORARY STORAGE CLAUSE

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

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

C023 BRAND, LABEL AND TRADEMARK CLAUSE

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

C027 INTERNAL REMOVAL CLAUSE

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

C029 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 are included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

C030 VEHICLE LOAD CLAUSE

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

C031 ALTERATIONS AND REPAIRS CLAUSE

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

C032 AGGREGATE CONDITION OF AVERAGE CLAUSE

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

C040 AUTOMATIC HOLD COVER (PROPERTIES IN NEW LOCATIONS) CLAUSE

It is understood and agreed that any additional properties situated in locations within Malaysia not covered by the Certificate which may be acquired by the Participant during the period of this Certificate is automatically held covered up to 10% of the Certificate limit or RM1 million, whichever is the lower,

provided that the Participant shall advise **the Company** within thirty (30) days of any acquisition of any such properties and shall pay the additional **Contribution** from the effective date of acquisition.

CLAUSES/ENDORSEMENTS/WARRANTIES FOR SECTION 1 (ONLY APPLICABLE IF STATED IN THE SCHEDULE)
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P01A AIRCRAFT DAMAGE - A

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

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

SPECIAL CONDITIONS

1. The liability of **the Company** shall in no case under this **Endorsement** and the Certificate exceed the **Sum Covered** by each item of the Certificate.
2. This **Takaful** does not cover any **Loss** or **Damage** caused by any aircraft for which permission to land has been extended by the Participant.

P01B AIRCRAFT DAMAGE - B (DELETION OF SPECIAL CONDITIONS 2)

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

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

SPECIAL CONDITIONS

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

P002 EARTHQUAKE AND VOLCANIC ERUPTION

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

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

P003 STORM, TEMPEST

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

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

EXCESS CLAUSE

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

- (a) One percent (1%) of the total sums covered against such peril on said **Property** by Certificates in the name of the Participant, or

- (b) Ringgit Malaysia Two Hundred (RM200) whichever shall be the less.

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

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

SPECIAL CONDITIONS

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

P004 FLOOD
P999 NOMINATED FLOOD

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

Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building covered or containing the **Property** covered but excluding **Loss** or **Damage** caused by subsidence or landslip.

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

EXCESS CLAUSE

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

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

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

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

SPECIAL CONDITIONS

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

P05A EXPLOSION (INDUSTRIAL WITHOUT BOILERS)

P05B EXPLOSION (INDUSTRIAL WITH BOILERS)

P05C EXPLOSION (NON-INDUSTRIAL WITHOUT BOILERS)

P05D EXPLOSION (NON-INDUSTRIAL WITH BOILERS)

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

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

Provided always that all the conditions of the Certificate (except in so far as Condition No: 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any

Loss or **Damage** by explosion as aforesaid shall be deemed to be **Loss** or **Damage** by fire within the meaning of this Certificate.

SPECIAL CONDITIONS

1. If there shall be any other fire **Takaful** on the **Property** covered under this Certificate, **the Company** shall be liable only pro rata with such other fire **Takaful** for any **Loss** or **Damage** by explosion whether or not such other fire **Takaful** be extended to cover **Loss** or **Damage** by explosion.
2. **The Company** shall not be liable under this extension for **Loss** or **Damage** which at the time of the happening of such **Loss** or **Damage** is covered by or would, but for the existence of this extension, be covered by any other existing Certificate or Certificates except in respect of any **Excess** beyond the amount which would have been payable under such other Certificate or Certificates had this **Takaful** not been effected

P06B IMPACT DAMAGE INCLUDING PARTICIPANT'S OWN VEHICLES

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

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

P07A BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (BUILDING EXCEEDING FIVE (5) STOREYS (INCLUDING MEZZANINE))

P07B BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPES (OTHERS)

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

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

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

SPECIAL CONDITIONS

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

P08A ELECTRICAL INSTALLATIONS CLAUSE A

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

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

P08B ELECTRICAL INSTALLATIONS CLAUSE B

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

P009 BUSH/LALANG FIRE

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

P10A SUBSIDENCE AND LANDSLIP COVER (STANDARD COVER)

P10B SUBSIDENCE AND LANDSLIP (DELETION OF EXCLUSION (a))

In consideration of the payment by the Participant to **the Company** of an additional **Takaful Contribution**, it is hereby agreed and declared that the **Takaful** under this Certificate shall extend to

cover **Loss** or **Damage** to the **Property** covered caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:

- (a) **Loss** or **Damage** to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are **Damaged** by the same cause and at the same time.
- (b) **Loss** or **Damage** to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the buildings are **Damaged** by the same cause and at the same time.
- (c) **Loss** or **Damage** occasioned by happening through, or in consequence of:
 - i. coastal or river erosion.
 - ii. demolition, structural alteration or structural repair.
 - iii. defective design or inadequate construction of foundations.
- (d) in respect of each and every **Loss**, 5% of the total **Sum Covered** or RM25,000 whichever is the lower, as ascertained after the application of any condition of average.

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

P11A SPONTANEOUS COMBUSTION (BY FIRE ONLY)

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

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

SPECIAL CONDITIONS

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

P11B SPONTANEOUS COMBUSTION (FULL COVER)

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

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

SPECIAL CONDITIONS

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

P12A RIOT STRIKE AND MALICIOUS DAMAGE (RESIDENTIAL PROPERTIES)

P12B RIOT STRIKE AND MALICIOUS DAMAGE (OTHER THAN RESIDENTIAL PROPERTIES)

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

Loss of or **Damage** to **Property** covered directly caused by:

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

3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

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

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

SPECIAL CONDITIONS

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

CONDITION 5

This **Takaful** does not cover:

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

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

CONDITION 6

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

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

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

CONDITION 8

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

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

CONDITION 11

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

CONDITION 20

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

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

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

P013 DAMAGE BY FALLING TREES OR BRANCHES AND OBJECTS THEREFROM

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

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

P14A COLD STORAGE CLAUSE (A)

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

P14B COLD STORAGE CLAUSE (B)

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

C01A TEMPORARY REMOVAL CLAUSE (CONTENTS OF PRIVATE DWELLINGS)

The **Property** covered under this Certificate is covered whilst temporarily removed including whilst in transit but remaining in Malaysia, the Republic of Singapore or Negara Brunei Darussalam for an amount not exceeding fifteen percent (15%) of the **Sum Covered** under this Certificate.

The amount recoverable under this extension in respect of the Certificate shall not exceed the amount which would have been recoverable had the **Loss** occurred in the **Premises** from which the **Property** was temporarily removed.

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

C01B TEMPORARY REMOVAL CLAUSES (OTHER PROPERTY EXCLUDING STOCK-IN-TRADE AND MERCHANDISE)

The **Property** covered under this Certificate is covered (limited to ten percent (10%) of the **Sum Covered**) whilst temporarily removed including whilst in transit for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other **Premises** and in transit thereto and therefrom by road, rail, or inland waterway, all in Malaysia, the Republic of Singapore or Negara Brunei Darussalam.

The amount recoverable under this extension in respect of the **Property** so removed shall not exceed the amount which would have been recoverable had the **Loss** occurred in that part of the **Premises** from which the **Property** is temporarily removed.

This extension does not apply to **Property** if and so far as it is otherwise covered, nor does it apply to items covering stock and merchandise of every description, nor as regards Losses occurring elsewhere than at the **Premises** from which the **Property** is temporarily removed to:

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

C02A REMOVAL OF DEBRIS (WITH SEPARATE SUM COVERED)

The **Takaful** hereby covered is in respect of costs and expenses necessarily incurred by the Participant with the consent of **the Company** in the:

- (a) removal of debris;
- (b) dismantling and/or demolishing;
- (c) shoring up or propping of the portion or portions of the **Property** covered by this Certificate destroyed or **Damaged** by fire or by any other peril hereby covered against. (Items (b) and (c) above are deemed to be deleted when neither Buildings nor machinery are covered).

The Company will not pay any costs or expenses:

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

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

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

C06A MORTGAGEE (CHARGE) CLAUSE 1

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

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

C09A RENT (OWNER - NON OCCUPIER OF PREMISES)

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

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

C09B RENT (OWNER - OCCUPIER OF PREMISES)

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

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

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

C09C RENT (TENANT - OCCUPIER OF PREMISES)

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

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

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

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

C012 PAWNBROKERS

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

C13A ESCALATION CLAUSE (5%)

C13B ESCALATION CLAUSE (7.5%)

C13C ESCALATION CLAUSE (10%)

C13D ESCALATION CLAUSE (15%)

C13E ESCALATION CLAUSE (20%)

C13F ESCALATION CLAUSE (25%)

C13G ESCALATION CLAUSE (3%)

In consideration of the payment by the Participant to **the Company** of an additional **Takaful Contribution** amounting to 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 1/365th 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.

C022 SMOKE DAMAGE ENDORSEMENT

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

Destruction of or **Damage** to the **Property** covered (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described **Premises** but not smoke from fire-places or industrial apparatus.

In respect of **Loss** or **Damage** caused by the peril hereby covered against, **the Company** shall not be liable for the first RM50,000 of each and every **Loss** as ascertained after the application of any condition of average.

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

C024 GOODS AND STOCKS UNDERGOING ANY HEATING OR DRYING PROCESS

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

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

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

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

This **Takaful** does not cover **Loss** or **Damage** occasioned by or through or in consequence of:

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

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

SPECIAL CONDITIONS

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

C28A OUTBUILDING CLAUSE – COMMERCIAL PROPERTY

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

C28B OUTBUILDING CLAUSE – PRIVATE DWELLING

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

- i. all domestic offices, stables
- ii. garages and outbuildings on the same **Premises** used solely in connection to it and on the same **Premises**
- iii. fixtures and fittings
- iv. 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.

C038 TENANTS CLAUSE (AS TO INTEREST OF THE OWNER)

It is hereby declared and agreed that this **Takaful** as to the interest of the Participant where the **Property** covered is used or occupied by a tenant of the Participant, shall not be invalidated by any change of occupancy or increase of risk taking place in the **Property** covered without the knowledge of the

Participant provided that the Participant shall immediately on the same coming to his knowledge, give notice thereof to **the Company** and pay the additional **Contribution** (if any) which may be required by **the Company** from the date of such increase of risk.

P043 WAIVER OF SUBROGATION RIGHTS OF THE COMPANY

In consideration of the payment of an additional **Contribution**, **the Company** agrees to waive any rights and remedies or relief or indemnity to which it may become entitled by subrogation against the entity(ies) as per **Schedule**.

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

W001 RESTRICTION OF MERCHANDISE WARRANTY

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

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

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

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

Warranted that during the currency of this Certificate not more than twenty percent (20%) of the floor area of the **Premises** covered herein be used for the manufacture or deposit or storage of merchandise.

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

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

W03A STORAGE OF HAZARDOUS GOODS WARRANTY A

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

1. All liquids including kerosene oil and diesel giving off flammable vapour with flashpoint not less than 93° C (200° F). Limit 3600 litres (800 gallons)
2. All liquids including petrol giving off flammable vapour with flashpoint below 38 C (100 F). Limit 900 Litres (200 gallons)
3. Matches, carbides, liquified petroleum gas (LPG), spontaneously combustion materials such as silane, sulphur, etc. and active materials such as magnesium, sodium, etc. Limit 30kg or 4 cases or cartons, whichever is higher.

W03B STORAGE OF HAZARDOUS GOODS WARRANTY B

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

W04A STORAGE OF PETROL WARRANTY

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

W04B RESTRICTION OF SPRAY PAINTING WARRANTY

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

W04C PRINTING PROCESS WARRANTY

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

W006 MOTOR VEHICLE REPAIRS WARRANTY

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

W007 SOLVENT EXTRACTION WARRANTY

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

W08A SMOKING, DRYING OR STORAGE OF RUBBER WARRANTY

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

W08B SMOKING OR DRYING OF RUBBER BY ARTIFICIAL HEAT WARRANTY

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

W08C DRYING BY ARTIFICIAL HEAT WARRANTY C

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

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

W009 REMOVAL AND BURNING OF WOOD WASTES WARRANTY

Warranted that during the currency of this Certificate:

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

W010 BURNING OF SAWDUST (WITHIN 100 FEET) WARRANTY

Warranted that during the currency of this Certificate:

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

W012 VACANT RISK WARRANTY

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

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

W13A PLASTICS WARRANTY A

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

W13B PLASTICS WARRANTY B

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

W13C PLASTICS WARRANTY C

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

W014 FUEL STORAGE TANKS INSTALLATIONS WARRANTY

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

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

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

W015 STORAGE TANKS INSTALLATIONS WARRANTY

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

W017 MANUFACTURE AND STORAGE OF PAINTS, ETC. WARRANTY

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

W019 REGULAR INSPECTIONS WARRANTY

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

W022 LIQUIFIED PETROLEUM GASES WARRANTY

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

W023 USE OF ELECTRICITY AND/OR SOLAR POWER ONLY WARRANTY

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

W24A SPRAY PAINTING WARRANTY A

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

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

W24B SPRAY PAINTING WARRANTY B

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

W25A POWDER SPRAYING WARRANTY A

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

- (a) No cleaning off, mixing, powder spraying or other process connected therewith, be carried on except in the open or in a separate building or compartment exclusively reserved for such work and an adequate means of ventilation/pneumatic extraction system should be provided. Compartments should be constructed of brick and/or cement concrete having floor and roof (including any supports) of incombustible materials and any communications should be fitted with door(s) of hardwood or of incombustible material.
- (b) All electrical lightings and fittings in the powder spraying compartment should be of explosion/flame-proof types and no artificial lightings and other spark producing equipment should be used in the compartment.
- (c) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or non-ferrous metal brushes or scrapers and the residue placed in water.

W25B POWDER SPRAYING WARRANTY B

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

W027 SILENT RISK WARRANTY

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

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

W028 24 HOURS SECURITY GUARD WARRANTY

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

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

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

A001 WARRANTY I - APPROVED PORTABLE EXTINGUISHERS

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

General Requirements I

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

- (8) Each portable fire extinguisher must be securely attached with a valid certificate from the fire authority.
- Maintenance Requirements I
Portable fire extinguishers must be inspected weekly to ensure that they comply with General Requirements for portable fire extinguishers.
The portable fire extinguishers must be serviced at least once a year.
Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

A002 WARRANTY II - HYDRAULIC HOSE REELS

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

General Requirements II

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

Maintenance requirements II

Weekly

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

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

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

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

Every six months

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

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

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

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

Annually

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

A003 WARRANTY III - INTERNAL HYDRANTS

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

General requirements III

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

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

Maintenance requirements IIIWeekly

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

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

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

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

Every six months

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

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

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

Annually

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

A004 WARRANTY IV - DRY RISERS

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

General requirements IV

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

Maintenance requirements IVWeekly

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

Every six months

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

Annually

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

A005 WARRANTY V - WET RISERS

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

General requirements V

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

Maintenance requirements VWeekly

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

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

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

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

Every six months

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

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

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

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

Annually

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

A006 WARRANTY VI - AUTOMATIC FIRE ALARM AND DETECTION SYSTEMS

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

General requirements VI

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

Maintenance requirements VI

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

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

The central fire control panel must be inspected to ensure maintenance in good condition and all bulbs tested weekly to be in proper working order.

Selected heat and smoke detectors must be tested monthly to ensure they are in proper working order.

Records must be kept of all tests and inspections carried out, any faults discovered and details of all replacement fitted.

A007 WARRANTY VII - MOBILE FIRE DRIVEN FIRE PUMPS

The Participant hereby warrants that during the currency of this Certificate the provisions laid out under General Requirements VII and Maintenance Requirements VII are complied with, in consideration of

which an allowance on the **Takaful Contribution** is made to the Participant. No liability shall attach to **the Company** under this Certificate unless the terms of this warranty are complied with.

General requirements VII

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

Maintenance requirements VII

Weekly

All pumps must be tested for manual starting. They must be run for the recommended period to reach maximum operating temperatures, in any case, not less than 5 minutes when tested.

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

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

Every six months

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

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

A008 WARRANTY VIII - EXTERNAL HYDRANTS

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

General requirements VIII

- (1) External hydrants must be positioned not more than 23 metres (75 feet) away from the external wall of the building.
- (2) There must be at least one hydrant for every 76 metres (250 feet) of external wall measurement of the building.
- (3) There must be at least one opening for every 76 metres (250 feet) of external wall measurement of the building for purpose of fire fighting.
- (4) The external hydrant system can be fed from an independent water supply having a minimum capacity of 54,552 litres (12,000 gallons) of water with manual or automatic pumps complying with General requirements VIII(9) or permanently connected to an adequate constant supply of water from the public mains.
- (5) The hydrant mains and hose for use in connection therewith must have a clear waterway of at least 63.5 mm (2½ inch) diameter.
- (6) Every hydrant must be provided with at least 1 canvas/rubberized hose of at least 30 metres (100 feet) length, 1 nozzle and 1 coupling kept under cover in a convenient place. However, there must be a minimum of 4 hoses of 30 metres (100 feet) length each, 2 nozzles and 2 couplings for each protected **Premises**.
- (7) The hydrants must be protected against mechanical impact **Damage**.
- (8) A trained private fire brigade complying with General requirements IX must be available at all times in the **Premises** to operate the system.
- (9) Requirements for hydrant pumps
 - a. Each pump connected to the hydrant system must be capable of discharging at a rate of not less than 900 litres per minute (200 gallons per minute) of water.
 - b. Each pump must be housed in an easily accessible position where it will not be liable to be **Damaged** by fire or otherwise.

- c. Each pump must be so arranged that it will start automatically in the case of automatic pumps; or can be readily started by one person.
- d. There must be kept on hand at all times sufficient fuel to run all the pumps at full load for not less than 4 hours and power must always be available for each pump.

Maintenance requirements VIII

Weekly

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

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

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

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

Every six months

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

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

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

Annually

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

A009 WARRANTY IX - PRIVATE FIRE BRIGADE

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

General requirements IX

- (1) A trained Private Fire Brigade must comprise not less than six (6) persons available in every shift.
- (2) "Trained" is defined as having undergone a fire fighting course which provides training in the usage of the fire fighting facilities provided in the **Premises**.
- (3) The Private Fire Brigade must carry out fire fighting drills at least once in 6 months utilising the fire fighting facilities provided in the **Premises**.

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

The Participant hereby warrants that there is in the aforesaid covered **Premises** an approved automatic sprinkler installation complying with Maintenance Requirements IX and internal appliances according to General Requirements I (Portable Extinguishers and/or Buckets) for the extinction of fires and that during the currency of this Certificate such installation shall be kept in proper working order and the pump sets are put on automatic mode at all times.

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

Maintenance requirements X

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

1. Inspection must be carried out by a designated personnel to ensure that:
 - i. the sprinkler heads are free from paint, white wash or other coating.
 - ii. the sprinkler heads are not obstructed by storage of goods etc. and sufficient clearance must be maintained below sprinkler heads.

- iii. the sprinkler water storage tank is clean without debris inside, the water level indicators and ball valve are in good condition and the water level is adequate.
 - iv. all the control valves in the sprinkler system are secured in their appropriate position.
 - v. power supplies, batteries and battery chargers are in good condition and the battery water level topped up if necessary.
 - vi. fuel, oil and coolant levels topped up if necessary.
2. The pumps must be tested for manual starting and automatic starting. The pumps must be run for the recommended period to reach maximum operating temperature.
 3. The turbine alarm (alarm gong) and electric alarm (transmitted direct to Fire Station) must be tested to ensure that these are in good working condition.

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

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

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

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

In consideration of the above warranty and subject to periodic reports as prescribed by the Association in the duly authorised form as to the efficiency of the installation being supplied by the Participant for approval by **the Company**, an allowance on the **Takaful Contribution** is made to the Participant.

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

Maintenance requirements III

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

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

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

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

COVERING CLAUSES FOR TERRORISM COVER

1. PHYSICAL DAMAGE WORDING (10% of Sum Covered of Section 1 or RM1,000,000 whichever is lower)

Subject to the exclusions, limits and conditions hereinafter contained, this **Takaful** covers **Property** attaching to and forming part of this Certificate (under Section 1) against physical **Loss** or physical **Damage** occurring during the period of this Certificate caused by an Act of Terrorism or Sabotage, as herein defined.

For the purpose of this **Takaful**, an Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes. For the purpose of this **Takaful**, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

LOSSES EXCLUDED

This Certificate does not cover against:

- (i) **Loss or Damage** arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- (ii) **Loss or Damage** occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
- (iii) **Loss** by seizure or legal or illegal occupation unless physical **Loss or Damage** is caused directly by an Act of Terrorism or an Act of Sabotage.
- (iv) **Loss or Damage** caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Participant of the use or value of its **Property**, nor for **Loss or Damage** arising from acts of contraband or illegal transportation or illegal trade.
- (v) **Loss or Damage** directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- (vi) **Loss or Damage** arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
- (vii) **Loss or Damage** arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
- (viii) Any fine or penalty or other assessment which is incurred by the Participant or which is imposed by any court, government agency, public or civil authority or any other person.
- (ix) **Loss or Damage** by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.
- (x) This exclusion shall not operate to exclude Losses (which would otherwise be covered under this Certificate) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- (xi) **Loss or Damage** caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion.
- (xii) **Loss** or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any **Property** covered hereunder.
- (xiii) **Loss or Damage** caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage.
- (xiv) Any consequential **Loss or Damage** by any other ensuing cause, except where such ensuing cause is not otherwise excluded by this Certificate and is directly caused by an Act or series of Acts of Terrorism or Sabotage or except where by the addition of Gross Profit and **Loss** of Rental Income coverage to this Certificate, **Loss** of use, delay or **Loss** of markets, **Loss** of income, depreciation, reduction in functionality, or increased cost of working.
- (xv) **Loss or Damage** caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service.
- (xvi) **Loss** or increased cost as a result of threat or hoax.
- (xvii) **Loss or Damage** caused by or arising out of burglary, house-breaking, looting, theft or larceny.
- (xviii) **Loss or Damage** caused by mysterious disappearance or unexplained **Loss**.

- (xix) **Loss** or **Damage** directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

2. PROPERTY EXCLUDED

This Certificate does not cover physical **Loss** or physical **Damage** to:

- (i) Land or land values.
- (ii) Power transmission, feeder lines or pipelines not on the Participant's **Premises**.
- (iii) Any building or structure, or **Property** contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty days, unless the **Property** is intended to be unoccupied in its normal operations.
- (iv) Aircraft or any other aerial device, or watercraft.
- (v) Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared hereon and solely whilst located at the **Property** covered herein at the time of its **Damage**.
- (vi) Animals, plants and living things of all types.
- (vii) **Property** in transit not on the Participant's **Premises**.

3. SANCTION LIMITATION AND EXCLUSION (LMA 3100)

No Company (ies) shall be deemed to provide cover and no Company (ies) shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Company (ies) 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.

4. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (CL 370)

This Clause shall be paramount and shall override anything in this **Takaful** inconsistent therewith. In no case shall this **Takaful** cover **Loss**, **Damage**, liability, or expense directly or indirectly caused by, contributable to, or arising from:

- (i) ionising radiations from contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like radiation or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, or other nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes
- (v) any chemical, biological, bio-chemical, and electromagnetic weapon.

5. INSTITUTE CYBER ATTACK EXCLUSION CLAUSE (CL 380)

- (i) Subject only to Clause 1.2 below, in no case shall this **Takaful** cover **Loss Damage** liability or expense directly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any electronic system.

Where this Clause is endorsed on certificates covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude Losses (which would otherwise be covered) arising from the use of any computer, computer system computer software programme, or any electronic system in the launch and/o guidance system and/or firing mechanism of any weapon or missile.

6. CONDITION PRECEDENT

The validity of this Certificate is subject to the condition precedent that:

- (i) for the risk covered, the named covered has never had any **Takaful** terminated in the last twelve (12) months due solely or in part to a breach of any **Contribution** payment condition; or
- (ii) if the named Participant has declared that it has breached any **Contribution** payment condition in respect of a previous certificate taken up with another company in the last twelve (12) months:

- (iii) the named covered has fully paid all outstanding **Contribution** for time on risk calculated by the previous company based on the customary short period rate in respect of the previous certificate; and
- (iv) a copy of the written confirmation from the previous company to this effect is first provided by the named covered to **the Company** before cover incepts.

SPECIAL CONDITIONS FOR TERRORISM COVER

1. JOINT PARTICIPANTS

The Company (ies)' total liability for any **Loss** or Losses sustained by any one or more of the Participants under this **Takaful** will not exceed the **Sum Covered** shown in the **Schedule**. **The Company** (ies) shall have no liability in **Excess** of the **Sum Covered** whether such amounts consist of covered Losses sustained by all of the Participants or any one or more of the Participants.

2. SITUATION

This Certificate covers **Property** located at the addresses stated in the **Schedule**.

3. SUM COVERED

The Company (ies) hereon shall only liable 10% of the **Sum Covered** of Section 1 or RM1,000,000.00 (whichever is lower) in respect of each occurrence and in the aggregate.

4. OCCURRENCE

The term "Occurrence" shall mean any one **Loss** and/or series of Losses arising out of and directly occasioned by one Act or series of Acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one "Occurrence" shall be limited to all Losses sustained by the Participant at the **Property** covered herein during any period of 72 consecutive hours arising out of the same purpose or cause. However, no such period of 72 consecutive hours may extend beyond the expiration of this Certificate unless the Participant shall first sustain direct physical **Damage** by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Certificate.

5. DUE DILIGENCE

The Participant (or any of the Participant's agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the covered **Property**, to avoid or diminish any

Loss herein covered and to secure compensation for any such **Loss** including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

6. PROTECTION MAINTENANCE

It is agreed that any protection provided for the safety of the **Property** covered shall be maintained in good order throughout the currency of this Certificate and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of **the Company** (ies) without their consent.

7. VALUATION

It is understood that, in the event of **Damage**, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) **Property** on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- i. The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- ii. Until replacement has been effected the amount of liability under this Certificate in respect of **Loss** shall be limited to the actual cash value at the time of **Loss**;
- iii. If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Certificate.

The Company (ies)' liability for **Loss** under this Certificate shall not exceed the smallest of the following amounts:

- i. The Certificate limit applicable to the destroyed or **Damaged Property**,
- ii. The replacement cost of the **Property** or any part thereof which was intended for the same occupancy and use, as calculated at the time of the **Loss**,
- iii. The amount actually and necessarily expended in replacing said **Property** or any part thereof.

The Company (ies) will normally expect the Participant to carry out repair or replacement of the covered **Property**, but if the Participant and **the Company** (ies) agree that it is not practicable or reasonable to do this, **the Company** (ies) will pay the Participant an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. **The Company** (ies) will only pay the Covered up to the **Sum Covered** shown in the **Schedule**.

8. INCORRECT DECLARATION PENALTY

If the values declared as stated in the **Schedule** (**Sum Covered** for Section 1) are less than the correct covered values as determined above, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the Participant shall co-cover for the balance.

9. PROOF OF LOSS

The Participant shall render a signed and sworn proof of **Loss** within sixty (60) days after the occurrence of a **Loss** (unless such period be extended by the written agreement of **the Company** (ies) stating the time, place and cause of **Loss**, the interest of the Participant and all others in the **Property**, the sound value thereof and the amount of **Loss** or **Damage** thereto. If **the Company** (ies) has not received such proof of **Loss** within two years of the expiry date of this Certificate, they shall be discharged from all liability hereunder. In any claim and/or action, suit or proceeding to enforce a claim for **Loss** under this Certificate, the burden of proving that the **Loss** is recoverable under this Certificate and that no limitation or exclusion of this Certificate applies and the quantum of **Loss** shall fall upon the Participant.

10. SALVAGE AND RECOVERIES

All salvages, recoveries and payments recovered or received subsequent to a **Loss** settlement under this Certificate shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

11. MISREPRESENTATION

If the Participant has concealed or misrepresented any material fact or circumstance relating to this **Takaful**, this **Takaful** shall become void. If the Participant is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.

12. ABANDONMENT

There shall be no abandonment to **the Company** (ies) of any **Property**.

13. INSPECTION AND AUDIT

The Company (ies) or their agents shall be permitted but not obligated to inspect the Participant's **Property** at any time.

Neither **the Company**(ies)' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Participant or others, to determine or warrant that such **Property** is safe.

The Company(ies) may examine and audit the Participant's books and records at any time up to two years after the final termination of this Certificate, as far as they relate to the subject matter of this **Takaful**.

14. ASSIGNMENT

Assignment or transfer of this Certificate shall not be valid except with the prior written consent of **the Company** (ies).

15. RIGHTS OF THIRD PARTIES EXCLUSION

This Certificate is effected solely between the Participant and **the Company** (ies).

This Certificate shall not confer any benefits on any third parties, including shareholders, and no such third party may enforce any term of this Certificate. This clause shall not affect the rights of the Participant.

16. NON-CANCELLATION (EXCEPT FOR EVENTS AS PROVIDED UNDER SECURITY CANCELLATION)

This Certificate shall be non-cancellable by **the Company** (ies) or the Participant except in the event of non-payment of **Contribution** where **the Company** (ies) may cancel the Certificate at their discretion.

In the event of non-payment of **Contribution** this Certificate may be cancelled by or on behalf of **the Company** (ies) by delivery to the Participant or by mailing to the Participant or the Broker by registered, certified, or other first class mail, at the Participant's address as shown in this Certificate, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice and this Certificate shall terminate at the date and hour specified in such notice.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

17. SEVERAL LIABILITY

The Company (ies)' obligations under this Certificate are several and not joint and are limited solely to their individual subscriptions. **The Company** (ies) is/(are) not responsible for the subscription of any co-subscribing Company(ies) who for any reason does not satisfy all or part of its obligations.

18. LEGAL ACTION AGAINST THE COMPANY (IES)

No one may bring a legal action against **the Company** (ies) unless:

There has been full compliance by the Participant with all of the terms of this Certificate; and the action is brought within two (2) years after the expiry or cancellation of this Certificate.

19. MATERIAL CHANGES

The Participant shall notify **the Company** (ies) of any change of circumstances which would materially affect this **Takaful**.

20. EXPERTS FEES

This **Takaful** includes, within the **Sum Covered**, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the covered **Property** following **Damage** covered under this Certificate.

21. LAW AND JURISDICTION

The validity and performance of this **Takaful** shall in all respects be governed by Malaysia Laws (or state law as applicable). Any disputes arising hereunder will be exclusively subject to Malaysia jurisdiction (or state jurisdiction as applicable).

SECTION 2 - FIRE CONSEQUENTIAL LOSS

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

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

The Company agrees (subject to the Conditions contained herein endorsed or otherwise expressed thereon) that if any building or other **Property** or any part thereof used by the Participant at the **Premises** for the purpose of the **Business** be destroyed or **Damaged** by:

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

(destruction or **Damage** so caused being hereinafter referred to as "the **Damage**") at any time during the **Period of Takaful** or any subsequent period in respect of which **the Company** agrees to accept the **Takaful Contribution** required for the renewal of this Certificate and the **Business** carried on by the Participant at the **Premises** be in consequence thereof interrupted or interfered with, then **the Company** will pay to the Participant in respect of each item in the **Schedule** hereto the amount of **Loss** resulting from such interruption or interference in accordance with the provisions therein contained.

PROVIDED THAT at the time of the happening of the **Damage** there shall be in force a **Takaful** covering the interest of the Participant in the **Property** at the **Premises** against such **Damage** and that payment shall have been made or liability admitted therefor under such **Takaful**. And that the liability of **the Company** shall in no case exceed in respect of each item the sum expressed in the said **Schedule** to be covered thereon or in the whole the Total **Sum Covered** hereby or such other sum or sums as may hereafter be substituted therefor by memorandum signed by or on behalf of **the Company**.

SPECIAL CONDITIONS FOR SECTION 2

1. DISPLACEMENT

Immediately upon any fall or displacement:

- (a) of any building **Damage** to which might give rise to a claim under this Certificate,
- (b) of any part of such building,
- (c) of the whole or any part of any range of buildings or of any structure of which such building forms part,
the coverage under this Certificate shall cease in respect of **Loss** resulting from **Damage** to such building or **Property** therein. Provided that:
 - (i) Such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any **Property** contained therein subject to increased risk of **Damage** or is otherwise material.
 - (ii) Such fall or displacement is not caused by **Damage, Loss** resulting from which is covered by this Certificate or would be covered if such building or range of buildings or structure were included in the **Premises** to which this Certificate refers.

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

2. EXCLUDED INTERRUPTION LOSS

The **Company** shall not be liable in so far as the interruption **Loss** is increased:

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

3. EXCLUDED COVER

This **Takaful** does not cover **Loss** occasioned by or happening through or in consequence of:

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

4. EXCLUDED COVER

This **Takaful** does not cover any **Loss** resulting from **Damage** which either in origin or extent is directly or indirectly, proximately or remotely, occasioned by or contributed to by any of the following occurrences, or which, either in origin or extent, directly or indirectly, proximately or remotely, arises out of or in connection with any of such occurrences namely:

- (a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance.
- (b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, 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) **Loss** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (d) **Loss** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (e) Any act of terrorism.
- (f) For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Any **Loss** resulting from **Damage** happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be **Loss** not covered by this **Takaful**, except to the extent that the Participant shall prove that such **Damage** happened independently of the existence of such abnormal conditions.

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

5. CHANGE IN RISK

The coverage by this Certificate shall cease if:

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

6. INCREASE IN RISK

Notice shall be given to **the Company** and, if required, an additional **Takaful Contribution** paid, if the rate of **Contribution** payable in respect of the **Takaful** covering the interest of the Participant in the **Property** at the **Premises** against **Damage** shall be increased.

7. CONTRIBUTION

If at the time of any **Loss** under this Certificate there be any other subsisting **Takaful**/insurance whether effected by the Participant or by any other person or persons covering such **Loss** or any part of it, **the Company** shall not be liable to pay or contribute hereunder more than its rateable portion of such **Loss**.

8. TIME LIMITATION

In no case whatever shall **the Company** be liable in respect of any claim under this Certificate after the expiration of:

- (a) one (1) year from the end of the Indemnity Period, or if later,
- (b) three (3) months from the date on which payment shall have been made or liability admitted by **the Company** covering the **Damage** giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

STANDARD CLAUSES/ENDORSEMENTS/WARRANTIES FOR SECTION 2**C001 EXTRA PERILS ENDORSEMENT (BUSINESS INTERRUPTION)**

It is hereby declared and agreed that notwithstanding anything in the within written Certificate contained to the contrary, the term **Damage** as defined in this Certificate shall extend to include destruction or **Damage** (by fire or otherwise) caused by the additional perils as covered by the Material **Damage** Certificate Number as per **Schedule**.

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

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

C002 PAYMENT ON ACCOUNT

It is understood and agreed that in the event of the occurrence of a **Loss** under this **Takaful**, **the Company** will make payment on account in respect of such **Loss** to the Participant if desired provided that the **Loss** is indemnifiable under this Certificate.

C003 AUTOMATIC REINSTATEMENT OF SUM COVERED CLAUSE

It is hereby declared and agreed that in the event of any claim sustainable under this Certificate, the **Sum Covered** in respect of the item against which payment is made shall be reinstated upon payment of the appropriate additional **Contribution** to **the Company** until the expiry date of this Certificate.

C004 ACCOUNTANTS' CLAUSE

Any particulars or details contained in the Participant's books or documents which may be enquired by **the Company** under condition 11 of this Certificate for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Participant and their report shall be prima facie evidence of the particulars and details to which such report relates.

C006 DEPARTMENTAL CLAUSE

If the **Business** be conducted in departments, the independent trading result of which are ascertainable the provisions of Clauses stated in the **Schedule** shall apply separately to each Department affected by the **Damage** except that if the **Sum Covered** be less than the aggregate of the sums produced by applying the rate of Gross Profit for each department of the **Business** (whether affected by the **Damage** or not) to the relative annual output thereof, the amount payable shall be proportionate reduced.

C007 AUTOMATIC REINSTATEMENT OF LOSS CLAUSE

In consideration of the Participant undertaking to pay an additional **Takaful Contribution** at the agreed rate on the amount of **Loss** calculated on a pro rata basis from the date of such **Loss** to the expiry of the current **Period of Takaful**, it is agreed that in the event of **Loss** the **Takaful** hereunder shall maintain in force for the full **Sum Covered**.

C011 SUBROGATION WAIVER CLAUSE

In the event of a claim arising under this Certificate, **the Company** agrees to waive any rights, remedies or relief to which they may become entitled by subrogation against any Company standing in relation of subsidiary to or parent to the Participant as defined in the Companies Act 1965.

C012 ACCUMULATION OF STOCK CLAUSE

In adjusting any **Loss**, account shall be taken and an equitable allowance made if any shortage in turnover due to the **Damage** is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods held by the Participant.

C013 SALVAGE SALES CLAUSE

If, following **Damage** giving rise to a claim under this Certificate, the Participant shall hold a salvage sale during the Indemnity Period, Clause as per **Schedule** shall for the purpose of such claim read as follows:
(a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale.

C014 NEW BUSINESS CLAUSE

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the **Premises**, the terms 'Rate of Gross Profit', 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated:

Rate of Gross Profit

The rate of gross profit earned on the turnover during the period between the commencement of the **Business** and the date of the **Damage**.

Annual Turnover

The proportional equivalent for the period of twelve months of the turnover realised during the period between the commencement of the **Business** and the date of the **Damage**.

Standard Turnover

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

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

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

C018 ALTERNATIVE BASIS CLAUSE

It is agreed and declared that in the event of a claim, adjustment may be based on 'Turnover or Output' whichever affords the most equitable result, and except in the definition of turnover the word 'Turnover' wherever used in this Certificate shall read as 'Turnover or Output'.

"Output" shall mean sale value of goods manufactured by, or sold by the Participant on the course of the **Business** at the **Premises**, provided that:

- (a) only one such meaning shall be operative in connection with any one occurrence involving **Damage** as within defined.
- (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be the altered to read as follows:

Alternative Trading Clause

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

C019 INTERDEPENDENCY CLAUSE

It is hereby expressly declared and agreed that if **Damage** to any of the joint Participant's **Premises/Property** should result in another of the Participant suffering a reduction in turnover or increase in cost of working then such **Loss** is deemed to be covered by this Certificate notwithstanding that no materials **Damage** was sustained by the latter **Premises/Property**.

C021 RIOT, STRIKE & MALICIOUS DAMAGE ENDORSEMENT

It is hereby agreed and declared that notwithstanding anything in the within written Certificate contained to the contrary, the term **Damage** as defined in this Certificate shall extend to include (subject always to the Special Conditions hereinafter contained):

- A. Riot and Strike **Damage** directly caused by:
1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 7 of the Special Conditions hereof.
 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 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 minimising the consequences of any such act.
- B. Malicious **Damage** 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 Condition 7 of the Special Conditions hereof.

SPECIAL CONDITIONS

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

Condition 6

This **Takaful** does not cover:

- (a) **Loss** resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or **Damage** to the **Premises** or the **Property** therein of the Participant caused by the perils covered against under this Certificate.
- (b) **Loss** occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.
- (c) **Loss** occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (d) **Loss** occasioned by or happening through or in consequence of **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to/by nuclear weapons material.
- (e) **Loss** occasioned by or happening through or in sequence of **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to/by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 6(e) only, combustion shall include any self-sustaining process or nuclear fission. Provided nevertheless that **the Company** is not relieved under (b) or (c) above of any liability to the Participant in respect of **Loss** following physical **Damage** to the **Premises** or the **Property** therein of the Participant occurring before dispossession or during temporary dispossession.

Condition 7

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 popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Act of terrorism committed by a person or persons acting on behalf or in connection with any organisation.

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 Participant.

Condition 10

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

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

- (1) The liability of **the Company** shall in no case under this **Endorsement** and the Certificate exceed the **Sum Covered** by the Certificate.

- (2) All the conditions of this Certificate shall apply in all respects to the **Takaful** granted by this extension save in so far as the same are expressly varied by the above Special Conditions.
- (3) The Special Conditions herein shall apply only to the **Takaful** granted by this extension and the Conditions of the Certificate shall apply in all respects to the **Takaful** granted by the Certificate as if this **Endorsement** had not been made thereon.

C031 REBATE CLAUSE

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

CEXE TERRORISM CLAUSE

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

- (a) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or cause which determine the proclamation or maintenance of martial law or state of siege.
- (e) Any act of terrorism

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

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

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

CLAUSES/ENDORSEMENTS/WARRANTIES FOR SECTION 2 (ONLY APPLICABLE IF STATED IN THE SCHEDULE)
P008 PREVENTION OF ACCESS

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

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

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

The Company's liability under this memorandum shall not exceed 10% of the **Sum Covered** or RM10 million, whichever is lower, in any one **Period of Takaful**, after the application of all other terms and conditions of the Certificate.

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

P015 UNSPECIFIED SUPPLIERS' PREMISES

In consideration of the payment of an additional **Contribution** which is included in the **Contribution** hereon it is hereby agreed and declared that, subject to the conditions of the Certificate Loss as covered by Item(s) No (s) as per **Schedule** of this certificate resulting from interruption of or interference with the **Business** in consequence of **Damage** (as within defined) to **Property** at the under-noted situations shall be deemed to be **Loss** resulting from **Damage to Property** used by the Participant at the **Premises**.

Provided that the liability under this memorandum in respect of any one location shall not exceed the percentage of the **Sum Covered** thereunder or RM10 million, whichever is the lower.

Situations:

The **Premises** situated in Malaysia, Singapore or Negara Brunei Darussalam of the Participant's suppliers, manufacturers or processors of components, goods and materials.

The Company will only be liable for any **Loss** indemnifiable under this extension once the period of the **Loss** has exceeded seventy-two (72) hours from the time that the Participant is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the Participant to maintain the pre-**Loss** level of production.

P016 INFECTIOUS OR CONTAGIOUS DISEASES, MURDER, SUICIDE, PEST, FOOD OR DRINK POISONING; OR DEFECTIVE SANITARY ARRANGEMENTS

It is hereby agreed and declared that the coverage of this Certificate is extended to cover contingencies hereunder specified:

- (i) Infectious or contagious disease manifested within any person whilst in the **Premises**.
- (ii) Murder or suicide occurring at the **Premises**.
- (iii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the **Premises**.
- (iv) Vermin or pests at the **Premises**.
- (v) Defects in the drains and other sanitary arrangements at the **Premises** which directly and solely results in the restriction of use of the **Premises** (whether total or partial) by the order of the competent public authority.

Any interruption of or interference with the **Business** of the Participant in accordance with the provisions herein contained in the **Schedule** shall be deemed to be **Damage** as defined under the Certificate.

SPECIAL CONDITIONS

1. Notifiable Disease shall mean illness sustained by any person resulting from:
 - (a) food or drink poisoning, or
 - (b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)] an outbreak of which the competent local authority has stipulated shall be notified to them.
2. For the purpose of this memorandum, Indemnity Period shall mean the period during which the results of the **Business** shall be affected in consequence of the occurrence, discovery or accident, beginning:
 - (a) in the case of (i), (iv) and (v) above, with the date of the occurrence or discovery,
 - (b) in the case of (ii) and (iii) above, with the date from which the restrictions on the **Premises** are applied,
 and ending not later than when restrictions are lifted or the Maximum Indemnity Period thereafter, whichever is the shorter period.
 Maximum Indemnity Period shall mean number of months as per **Schedule**.
Premises shall mean only those locations stated in the **Premises** definition; in the event that the Certificate includes an extension which deems **Loss** destruction or **Damage** at other locations to be an Incident such extension shall not apply to this memorandum.
3. **The Company** shall not be liable under this memorandum for any cost incurred in the cleaning, repair, replacement, recall or checking of **Property**.
4. **The Company** shall only be liable for the **Loss** arising at those **Premises** which are directly affected by the occurrence, discovery or accident.

5. **The Company's** liability under this memorandum shall not exceed 10% of **Sum Covered** or RM 10 million, whichever is lower in any one **Period of Takaful**, after the application of all other terms and conditions of the certificate.

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

- P04A UPWARD ADJUSTMENT CLAUSE (25%)
- P04B UPWARD ADJUSTMENT CLAUSE (20%)
- P04C UPWARD ADJUSTMENT CLAUSE (15%)
- P04D UPWARD ADJUSTMENT CLAUSE (10%)
- P04E UPWARD ADJUSTMENT CLAUSE (5%)
- P04F UPWARD ADJUSTMENT CLAUSE (4%)

In the event of the Gross Profit earned during any annual **Period of Takaful** (or during the accounting period of 12 months more nearly concurrent with any **Period of Takaful**) as certified by the Participant's Auditors being greater than the **Sum Covered** thereon, the Participant will be held covered to the extent of 25% of the **Sum Covered** thereof and pro-rata additional **Contribution** not exceeding 25% of the **Contribution** paid on such **Sum Covered** for such **Period of Takaful** will be charged in respect of the difference.

- P24A PUBLIC UTILITIES EXTENSION (1 UTILITY: 24 HOURS TIME EXCESS)
- P24B PUBLIC UTILITIES EXTENSION (2 UTILITIES: 24 HOURS TIME EXCESS)
- P24C PUBLIC UTILITIES EXTENSION (3 UTILITIES: 24 HOURS TIME EXCESS)
- P48A PUBLIC UTILITIES EXTENSION (1 UTILITY: 48 HOURS TIME EXCESS)
- P48B PUBLIC UTILITIES EXTENSION (2 UTILITIES: 48 HOURS TIME EXCESS)
- P48C PUBLIC UTILITIES EXTENSION (3 UTILITIES: 48 HOURS TIME EXCESS)
- P05A PUBLIC UTILITIES EXTENSION (1 UTILITY: 72 HOURS TIME EXCESS)
- P05B PUBLIC UTILITIES EXTENSION (2 UTILITIES: 72 HOURS TIME EXCESS)
- P05C PUBLIC UTILITIES EXTENSION (3 UTILITIES: 72 HOURS TIME EXCESS)

In consideration of the payment of additional **Contribution** it is hereby declared that subject to the conditions of the Certificate, **Loss** as covered by this Certificate resulting from interruption of or interference with the **Business** consequent upon failure of public supplies of electricity/water/gas (as stated in the **Schedule**) resulting from a **Damage** as defined in the Certificate at any:

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

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

PROVIDED that **the Company** shall not be liable for any **Loss** covered by this extension unless failure of the public supplies of electricity/water/gas (as stated in the **Schedule**) exceeds a period of 24/48/72 hours (as stated in the **Schedule**) and the liability of **the Company** under this extension shall apply only to such period in **Excess** of 24/48/72 hours (as stated in the **Schedule**).

C025 AUDITOR'S FEES CLAUSE

The **Takaful** under item as per **Schedule** of this Certificate is limited to reasonable fees payable by the Participant to their Auditors for producing and certifying any particulars or details contained in the Participant's books of account or other **Business** books or documents or such other proofs, information or evidence as may be required by **the Company** under the terms of condition 11 of this certificate.

P027 SPECIFIED SUPPLIERS' PREMISES

In consideration of the payment of an additional **Contribution** which is included in the **Contribution** hereon, it is hereby agreed and declared that, subject to the conditions the Certificate, Loss as covered by Item(s) No.(s) as per **Schedule** of this certificate resulting from interruption of or interference with the **Business** in consequence of **Damage** (as within defined) to **Property** at the covered situations as per **Schedule** shall be deemed to be **Loss** resulting from **Damage to Property** used by the Participant at the **Premises**.

Provided that the liability under this memorandum in respect of any one location under (each of) Item(s) No(s) as per **Schedule** shall not exceed the percentage of the **Sum Covered** shown in the **Schedule** against each situation.

The Company will only be liable for any **Loss** indemnifiable under this extension once the period of the **Loss** has exceeded seventy-two (72) hours from the time that the Participant is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the Participant to maintain the pre-**Loss** level of production.

P028 SPECIFIED CUSTOMER'S PREMISES

In consideration of the payment of an additional **Contribution** which is included in the **Contribution** hereon it is hereby agreed and declared that subject to the conditions of the Certificate Loss as covered by Item(s) No.(s) as per **Schedule** of this certificate resulting from interruption of or interference with the **Business** in consequence of **Damage** (as within defined) to **Property** at any **Premises** in Malaysia, Singapore or Brunei of the undernoted customer(s) shall be deemed to be **Loss** resulting from **Damage to Property** used by the Participant at the **Premises**.

Provided if the percentage shown in the **Schedule** against the name of the customer at whose **Premises** **Damage** has occurred shall be less than the percentage of the annual turnover derived by the Participant from that customer, the amount otherwise payable under the terms of this memorandum in respect of that customer shall be proportionately reduced.

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

GPDB GROSS PROFIT DIFFERENCE BASIS

SPECIFICATION referred to in Certificate No (as stated in the **Schedule**) in the name of (as stated in the **Schedule**) and forming an integral part of the Certificate.

<u>Item No.</u>	<u>Sum Covered</u>
1) On Gross Profit:	RM (as stated in the Schedule)

THE **TAKAFUL** under Item No.1 is limited to **Loss** of Gross Profit due to

- (a) REDUCTION IN TURNOVER, and
- (b) INCREASE IN COST OF WORKING

and the amount payable as Indemnity thereunder shall be:

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

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

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

DEFINITIONS

GROSS PROFIT:

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

SPECIFIED WORKING EXPENSES: (as per **Schedule**)

TURNOVER:

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

INDEMNITY PERIOD:

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD:

(as per **Schedule**) months

RATE OF GROSS PROFIT: The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of **Damage**.

ANNUAL TURNOVER:

The Turnover during the twelve months immediately before the date of the **Damage**.

STANDARD TURNOVER:

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

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

Alternative Trading Clause

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

Uncovered Standing Charges Clauses.

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

Contribution Adjustment Clause

In the event of the Gross profit (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) earned during the accounting period of twelve months most nearly concurrent with any **Period of Takaful** as certified by the Participant's Auditors, being less than the **Sum Covered** thereon, a pro-rata return of **Contribution** not exceeding fifty per cent (50%) of the **Contribution** paid on such **Sum Covered** for such period of **Takaful** will be made in respect of the difference. If any **Damage** shall have occurred giving rise to a claim under this Certificate, such return shall be made in respect only of so much of the said difference as is not due to such **Damage**. This **Contribution** Adjustment Clause is only valid for twelve (12) months from the date of expiry of the Certificate.

GGRB

GROSS RENTAL BASIS

SPECIFICATION referred to in Certificate No. (as per **Schedule**) in the name of: (as per **Schedule**) and forming an integral part of the Certificate.

Item No.	Sum Covered
1. On Gross Rental:	RM (as per Schedule)

THE **TAKAFUL** under Item No. 1 is limited to

- (a) **LOSS OF GROSS RENTAL** and
 - (b) **INCREASE IN COST OF WORKING**
- and the amount payable as indemnity there under shall be:

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

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

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

DEFINITIONS

GROSS RENTAL:

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

INDEMNITY PERIOD:

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

MAXIMUM INDEMNITY PERIOD:

(as per **Schedule**) months

STANDARD GROSS RENTAL:

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

ANNUAL GROSS RENTAL:

The Gross Rental during the twelve months immediately before the date of the **Damage**.

STANDARD TURNOVER:

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

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

Alternative Trading Clause

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

Contribution Adjustment Clause

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

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

GRVB GROSS REVENUE BASIS

SPECIFICATION referred to in Certificate No: (as per **Schedule**) in the name of: (as per **Schedule** and forming an integral part of the Certificate.

Item No.	Sum Covered
1) On Gross Revenue	RM (as per Schedule)

THE **TAKAFUL** under Item No.1 is limited to

- (a) **LOSS OF GROSS REVENUE** and
 - (b) **INCREASE IN COST OF WORKING**
- and the amount payable as Indemnity thereunder shall be:
- (a) **IN RESPECT OF LOSS OF GROSS REVENUE:** The amount by which the Gross Revenue during the Indemnity Period shall in consequence of the **Damage** fall short of the Standard Gross Revenue
 - (b) **IN RESPECT OF INCREASE IN COST OF WORKING:** The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity period in consequences of the **Damage** but not exceeding the amount of reduction hereby avoided less any sum saved during the Indemnity Period in respect of such of the Working Expenses and Standing charges of the **Business** as may cease or be reduced in consequence of the **Damage**. provided that if the **Sum Covered** by this item be less than the Annual Gross Revenue (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

INDEMNITY PERIOD:

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD: (as per **Schedule**) months

GROSS REVENUE:

The money paid or payable to the Participant in respect of work done and services rendered in the course of the **Business** at the **Premises**, excluding:

STANDARD GROSS REVENUE:

The Gross Revenue during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period

ANNUAL GROSS REVENUE:

The Gross Revenue during the twelve months immediately before the date of **Damage**.

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

Alternative Trading Clause

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

Contribution Adjustment Clause

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

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

ICOW INCREASED COST OF WORKING ONLY

SPECIFICATION referred to in Certificate No: (as per **Schedule**) in the name of: (as per **Schedule**) and forming an integral part of the Certificate.

Item No:	Sum Covered
1. On Increase in Cost Of Working Only	RM (as per Schedule)

THE **TAKAFUL** under Item No.1 is limited to INCREASE IN COST OF WORKING and the amount payable as Indemnity thereunder shall be:

The additional expenditure necessarily and reasonably incurred by the Participant during the Indemnity Period and in consequence of the **Damage** for the sole purpose of avoiding or diminishing a reduction in Turnover or for the purpose of resuming or maintaining normal **Business** operation:

less any sum saved during the Indemnity Period in respect of any revenue expenditure as may cease or be reduced in consequence of the **Damage**:

provided always that the liability of **the Company** shall not exceed:

- (a) in respect of the first month of the indemnity Period, 40% of the amount covered by this item:
- (b) in respect of the second month of the indemnity Period, 20% of the amount covered by this item:
- (c) in respect of the subsequent month of the indemnity Period, 10% of the amount covered by this item:

but if the expenditure for the first and second month of the Indemnity Period is less than the limits specified above, the unexhausted balance may be utilised by the Participant in the subsequent months of the Indemnity Period.

DEFINITIONS

INDEMNITY PERIOD:

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD: (as per **Schedule**) months

TURNOVER:

The money (less discount allowed) paid or payable to the Participant for goods sold and for services rendered in the course of the **Business** at the **Premises**.

PROL 100% WAGES AND SALARIES ON PAY

SPECIFICATION referred to in Certificate No: (as per **Schedule**) in the name of: (as per **Schedule**) and forming an integral part of the certificate.

Item No.	Sum Covered
1. On Payroll	RM (as per Schedule)

THE **TAKAFUL** on Item No. 1 is limited to **Loss** in respect of PAYROLL due to:

- (a) REDUCTION IN TURNOVER and
- (b) INCREASE IN COST OF WORKING

and the amount payable as indemnity thereunder shall be:

(a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Payroll to the amount by which the Turnover during the Indemnity Period shall in consequence of the **Damage** fall short of the Standard Turnover.

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

less any sum saved during the Indemnity Period if Payroll shall cease or be reduced in consequence of the **Damage**. It being understood that allowances to employees retained in the Participant's services during the Indemnity Period while unable to work in consequence of the **Damage** shall be treated as payroll paid: provided that if the **Sum Covered** by this item be less than the sum produced by applying the Rate of Payroll to the Amount Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

DEFINITIONS

PAYROLL:

The remuneration (including employees provident fund, bonuses, SOCSO **Contribution**, pensions, insurance/Takaful costs or other payments pertaining to payroll) of all employees.

WAGES:

Payment made to employees who are concerned with production and all others whose remuneration is not included as salaries.

SALARIES:

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

INDEMNITY PERIOD:

The period beginning with the occurrence of the **Damage** and ending not later than Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD: (as per **Schedule**) months

GPRW PRO-RATA WAGES

SPECIFICATION referred to in Certificate No: (as per **Schedule**) in the name of: (as per **Schedule**) and forming an integral part of the certificate.

Item No	Sum Covered
1. On Wages	RM (as per Schedule)

THE **TAKAFUL** under Item No.1 is limited to **Loss** incurred by the Participant by the payment of Wages for a period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period.

The amount payable as indemnity under this item shall be the actual amount which the Participant shall pay as wages for such period to employees whose services cannot in consequence of the **Damage** be utilised by the Participant at all and equitable part of the wages paid for such period to employees whose services cannot in consequence of the **Damage** be utilised by the Participant to the full:

provided that if the **Sum Covered** by this item be less than the aggregate amount of the wages that would have been paid during the Maximum Indemnity Period immediately following the **Damage** had the **Damage** not occurred, the amount payable shall be proportionately reduced.

DEFINITIONS

WAGES:

The remuneration (including EPF **Contribution**, SOCSO, bonuses, holiday pay or other payments pertaining to payroll) of all employees other than those whose remunerations is treated as salaries in the Participant's book of accounts.

INDEMNITY PERIOD:

The period beginning with the occurrence of the **Damage** and ending not Later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD: (as per **Schedule**) months

C034 100% WAGES WORDING

SPECIFICATION referred to in Certificate No. (as per **Schedule**) in the name of the Participant (as per **Schedule**) and forming an integral part of that certificate.

Item No.	Sum Covered
1. On Wages	RM (as per Schedule)

THE **TAKAFUL** ON ITEM NO. 1 is limited to **Loss** in respect of WAGES due to:

- (a) Reduction in Turnover and
- (b) Increase in Cost of Working,

and the amount payable as indemnity thereunder shall be:

- a) IN RESPECT OF REDUCTION IN TURNOVER: The sum produced by applying the Rate of Wages to the amount by which the turnover during the Indemnity Period shall in consequence of the **Damage** fall short of the Standard Turnover.
- b) IN RESPECT OF INCREASE IN COST OF WORKING: The additional expenditure (subject to the provisions of Uncovered Standing Charges Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that

expenditure would have taken place during the Indemnity Period in consequence of the **Damage** but not exceeding the sum produced by applying the Rate of Wages to the amount of the reduction thereby avoided:

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

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

DEFINITIONS

WAGES

The remuneration (including EPF **Contribution**, SOCSO, bonuses, holiday pay or other payments pertaining to payroll) of all employees other than those whose remunerations is treated as salaries in the participant's book of accounts.

INDEMNITY PERIOD

The period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**.

MAXIMUM INDEMNITY PERIOD (as per **Schedule**) months.

RATE OF WAGES

The Rate of Wages earned on the Turnover during the financial year immediately before the date of the **Damage**.

ANNUAL TURNOVER

The Turnover during the twelve months immediately before the date of the **Damage**.

STANDARD TURNOVER

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

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

Alternative Trading Clause

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

Uncovered Standing Charges Clause.

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

SECTION 3- ALL RISKS

In consideration of the Participant named in the **Schedule** hereto paying to **the Company** the **Takaful Contribution** mentioned in the **Schedule**, **the Company** will by payment (or its option by repair, reinstatement or replacement) indemnify the Participant if during any **Period of Takaful** against any **Loss** or **Damage** to the **Property** described in the **Schedule** as a result of:

- 1) fire;
- 2) theft accompanied by actual violent and forcible entry or exit; or
- 3) any other accident or misfortune

while the said **Property** is within the location as stated in the **Schedule**.

The Company shall pay subject to the terms, exclusions and conditions contained herein or endorsed hereon or make good to the Participant the amount of such **Loss**, destruction or **Damage** but not exceeding in respect of any of the items specified in the **Schedule** the **Sum Covered** set opposite thereto respectively nor in the whole during any one **Period of Takaful** the Total **Sum Covered** hereby or such sum or sums as may be substituted by **Endorsement** hereon or attached hereto signed by or on behalf of **the Company**.

SPECIAL EXCLUSIONS FOR SECTION 3

The Company shall not be liable in respect of:

1. **Loss** or **Damage** to hand held phones, mobile phones, palmtop and electronic personal organizer, portable video camera, camcorder and portable photographic equipment;
2. **Loss** or **Damage** to any item whilst let out on hire or loan;
3. **Loss** or **Damage** to **Property** covered whilst in transit, including the process of loading and unloading;
4. **Loss** or **Damage** arising from wear and tear, depreciation, rust, oxidation, gradual deterioration, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, resorting or renovating an of the **Property** hereby covered;
5. **Loss** or **Damage** arising out of or in any way traceable to mechanical defects, by its own ignition, electrical breakdown or burn out, mechanical or electrical derangement or mechanical breakdown of any article or malfunction of electronic components of any part of the **Property** hereby covered;
6. **Loss** or **Damage** to computer data carrying or storage media and computer software;
7. **Loss** of **Damage** due to scratching or denting of any article or cracking and/or breakage of glass, lenses, chinaware, earthenware marble, gramophone records, recording tapes, compact disc, laser disc and/or other articles of brittle nature, unless caused by burglary, theft and/or fire;
8. **Loss** or **Damage** to deeds, bonds, bills of exchange promissory notes, cheques, money, medals, coins, stamps or other documents of value;
9. **Loss** or **Damage** due to imposition of abnormal conditions, directly or indirectly resulting from intentional overloading or strain, testing or experiments;
10. **Loss** due to delay or **Loss** of market or consequential **Loss** or **Damage** of any kind;
11. **Loss** or **Damage** to the **Property** covered sustained outside the Territorial Limits stated in the **Schedule**;
12. **Loss** of or **Damage** to any mechanically propelled vehicles or water craft.

CLAUSES APPLICABLE FOR SECTION 3

C011 DAMAGE TO PREMISES

It is hereby declared and agreed that the indemnity provided by this Certificate is extended to include **Damage to Premises** containing the **Property** covered in consequence of theft or any attempt thereat. The amount payable in respect of such **Damage to Premises** shall not exceed 5% of the total **Sum Covered**.

C021 BOOK KEEPING CLAUSE

It is a condition precedent to the right of the Participant to recover under the within Certificate, that in the event of a claim hereunder the Participant shall be able to produce to **the Company** in support of the claim the following records:

- (a) record of all stocks held as at the date of the last stocktaking prior to the date of the burglary in the respect of which the claim is made.
- (b) record of all goods taken into stock since the date of the last stocktaking. (This record must be supported by invoices).
- (c) record of the detail daily sales whether for cash or otherwise and any other transfers of stock since the date of the last stocktaking The foregoing provisions shall not debar **the Company** from asking for any further information which it may consider necessary in the event of a claim being made under the Certificate.

C039 NON-INVALIDATION CLAUSE

It is agreed that this **Takaful** shall not be prejudiced by any act or omission unknown to or beyond the control of the Participant on the part of any tenant occupying or using the **Premises**, provided that the Participant immediately they become aware thereof shall give notice in writing to **the Company** and pay an additional **Contribution** if required.

C054 ALTERATION AND REPAIRS CLAUSE

Property in the charge or control of the Participant shall not be deemed to include **Premises** not owned or rented by the Participant but temporarily occupied by the Participant for the purposes of alterations or repair or decoration thereof or therein.

C070 REINSTATEMENT VALUE CLAUSE (for machine and equipment up to 5 years old)

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 but not superior to or more extensive than the covered **Property** when new, subject to the following Special Provisions and subject also to the terms and conditions of the Certificate except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Participant subject to the liability of **the Company** not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or **Damage**, or within such further time as **the Company** may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Participant in replacing or reinstating the **Property** destroyed or **Damaged the Company** shall not be liable for any payment in **Excess** of the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the **Property** covered had been destroyed exceeds the **Sum Covered** thereon at the commencement of any destruction of or **Damage** to such **Property** by any peril covered against by this Certificate, then the Participant shall be considered covering his own risk for the difference and shall bear a rateable proportion of the **Loss** accordingly. Each item of the Certificate (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This memorandum shall be without force or effect if:
 - (a) The Participant fails to intimate to **the Company** within six (6) months from the date of destruction or **Damage**, or such further time as **the Company** may in writing allow, his intention to replace or reinstate the **Property** destroyed or **Damaged**.
 - (b) The Participant is unable or unwilling to replace or reinstate the **Property** destroyed or **Damaged** on the same or 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/insurance** effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.
6. This memorandum applies to **Property** covered less than 5 years old only, Market Value will then apply to **Property** covered exceeding 5 years old unless it was otherwise stated in the **Schedule**.

C074 TRANSIT RISK (INLAND TRANSIT ONLY)

The **Takaful** by this Certificate is extended to cover **Loss** of or **Damage** to the Participant **Property** from any cause occurring during transit (other than by sea or air) to the contract site including loading and unloading and any transshipments storage or deviations in route. The liability of Company under this extension in respect of all or any occurrence shall not exceed RM50,000 in the aggregate.

SECTION 4- BURGLARY

The Company will pay for **Loss** or **Damage** to the **Property** Covered or any part thereof described in the **Schedule** happening during the **Period of Takaful** but not exceeding the **Sum Covered** on each item or on all items, the Total **Sum Covered** for Losses:

- 1) due to theft consequent upon actual forcible and violent entry upon the said **Premises**; or
- 2) committed by any person or persons other than his employees feloniously concealed thereon.

The Company will also pay for the **Damage** to the said **Property** Covered or to the **Premises** falling to be borne by the Participant arising from such theft or any attempt thereat up to 10% (percent) of the Total **Sum Covered** under this benefit for any one **Period of Takaful** for the cost of repair for such **Damage**.

Subject to the terms, exceptions and conditions of the Certificate, **the Company** agrees to:

- 1) Cover on First **Loss** basis up to the **Sum Covered** as stated in the **Schedule**;
- 2) First **Loss** is not subject to Average Condition.

SPECIAL CONDITIONS FOR SECTION 4

1. In the event of a claim for larceny or theft, the Participant must afford such evidence as shall satisfy **the Company** that the **Property** in respect of which a claim is made has been actually lost by such larceny or theft and is not merely mislaid or missing.
2. It is a condition precedent to the right of the Participant to recover under the within certificate, that in the event of a claim hereunder the participant shall be able to produce to **the Company** in support of the claim the following records:
 - a) Record of all stocks held as at the date of the last stocktaking prior to the date of the burglary in respect of which claim is made.
 - b) Record of all goods taken into stock since the date of the last stocktaking. (This record must be supported by invoices)
 - c) Record of the detailed - daily sales whether for cash or otherwise and any other transfers of stock since the date of the last stocktaking.

The foregoing provisions shall not bar **the Company** from asking for any further information which it may consider necessary in the event of a claim being made under this Certificate.

SPECIAL EXCLUSIONS FOR SECTION 4

The Company shall not be liable in respect of:

- a) **Loss** or **Damage** expedited or in any way brought about by the Participant's employees, members of its household, domestic servants or any person lawfully on the **Premises**;
- b) **Loss** of or **Damage** to medals, coins, curiosities, sculptures, manuscripts, rare book, plans, patterns, models, moulds, designs, deeds, bond, bills of exchange promissory notes, money, securities for money, stamps, documents of title or **Business** books unless specifically included in the **Schedule**;
- c) **Loss** or **Damage** arising whilst the **Premises** are unoccupied for a period exceeding 30 consecutive days or are occupied otherwise than as stated in the **Schedule** unless written consent of **the Company** is obtained and additional **Takaful Contribution** required by **the Company** has been paid;
- d) **Loss** or **Damage** from any yard, garden, outbuilding or other appurtenances unless specifically stated in the **Schedule**;
- e) Losses by or consequent upon fire or explosion.

CLAUSES APPLICABLE FOR SECTION 4

C017 REINSTATEMENT VALUE CLAUSE (EXCLUDING STOCK)

It is hereby declared and agreed that in the event of the **Property** covered under the within Certificate being lost or **Damaged**, the basis upon which the amount payable under the Certificate is to be calculated shall be the cost of replacing or reinstating **Property** of the same kind or type but not superior to or more extensive than the covered **Property** when new provided that the maximum liability of **the Company** shall not exceed the sum set against such item in the **Schedule**. If at the time of replacement or reinstatement the sum lost or **Damaged** exceeds the **Sum Covered** thereon at the time of the **Loss** or **Damage**, then the Participant shall be considered covering his own risk for the difference and shall bear a rateable proportion of the **Loss** accordingly.

Every item of the Certificate to which this clause applies shall be separately subject to the foregoing provision. No payment beyond the amount which would have been payable under the Certificate if this clause had not been incorporated therein shall be made if at the time of any **Loss** or **Damage** to any **Property** covered hereunder such **Property** shall be covered by any other **Takaful/insurance** effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.

C035 DAMAGE TO SAFE/STRONGROOM/DRAWERS/CABINET

It is hereby declared and agreed that **the Company** shall indemnify the Participant against **Loss** of or **Damage** to the any safe, strongroom, drawers and cabinet whilst contained in the **Premises** resulting from theft or any attempt thereat, provided that the extension by this **Endorsement** shall not operate to increase the **Limit of Liability** as set forth in the **Schedule** beyond the amount for which **the Company** would be liable if the Certificate is not so extended.

C036 MISDESCRIPTION CLAUSE

The coverage of this Certificate shall not be prejudiced by any alteration or misdescription of occupancy. Notice to be given to **the Company** immediately the Participant becomes aware of the same and to pay additional **Contribution**, if required from the date of the inception of the increase of risks.

C043 MARKET VALUE CLAUSE

It is hereby understood and agreed that in the event of a **Loss** to the **Property** covered herein, the **Limit of Indemnity of the Company** shall be the covered value or the market value of the covered **Property**, whichever is the lower, subject to the deduction of any **Excess** and amounts which the Participant is required to bear under the Certificate. For the purpose of this clause, the term market value shall mean the value of the **Property** covered herein at the time of **Damage** or **Loss** less the allowance for wear and tear and/or depreciation.

The Market Value of the covered **Property** shall for the purpose of this clause be determined by a valuation obtained by **the Company** from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement reinstatement, subject to the application of appropriate depreciation, of the covered **Property Damaged** or **Loss** as it was at the time of the occurrence of such **Damage** or **Loss**. In the event that there is, at the time of **Damage** or **Loss** no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the covered **Property**, the valuation shall be obtained from a **Loss** Adjuster licensed under the Financial Services Act (FSA) 2013 or Registered Valuer under the Valuers and Appraisers Act, 1981 and to be mutually appointed by both parties. The valuation of the covered **Property** by the manufacturer authorised sole agent or agent, authorised broker, authorised distributor building contractor, **Loss** Adjusters licensed under the Financial Services Act (FSA) 2013 or Registered Value under the Valuers and Appraisers Act, 1981 shall conclusive evidence in respect of the market value of the covered **Property** in any legal proceedings against **the Company**.

C048 FIRST LOSS CLAUSE (WITHOUT AVERAGE)

It is hereby declared and agreed that notwithstanding anything contained therein to the contrary, this Certificate is issued as a first **Loss** cover on the **Property** as described in the **Schedule** up to an amount as more specifically mentioned in the **Schedule** of the Certificate. It is a condition of this **Takaful** that the Participant shall advise **the Company** prior to each renewal date the maximum value of the **Property** covered by this Certificate at any one time in the preceding twelve (12) months.

SECTION 5 - FIDELITY GUARANTEE

The Company will indemnify the Participant against all direct pecuniary **Loss** up to the Limit of Guarantee as specified in the **Schedule** caused directly by any Fraudulent or Dishonesty act committed by an Employee:

- 1) whilst and/or during the period of employment with Participant after the commencement date of the Employee's employment
- 2) committed during any **Period of Takaful**
- 3) discovered not later than six (6) months after the resignation, dismissal, retirement or death of the Employee nor later than six (6) months after the termination of this Certificate, whichever occurs first.

For the purpose of this benefit, "Fraudulent or Dishonest act" shall mean any act of fraud or dishonesty committed by an Employee with the intent of obtaining an improper financial gain for himself or for any other person or organization intended by the Employee to receive such gain.

SPECIAL EXCLUSION FOR SECTION 5

The Company is not liable for and no indemnity will be provided in respect of any **Loss** arising out of, caused by, occasioned by, attributable to or howsoever connected to any fraudulent or dishonest act of the Participant's Employee committed against any Third Party.

SPECIAL PROVISIONS FOR SECTION 5

1. The acts covered against are immediately following the discovery of an act of fraud or dishonesty on the part of any such Employee the indemnity hereby granted shall end in so far as any further act of fraud or dishonesty on the part of the relevant Employee is concerned.
2. Any sum or sums paid or payable to the Participant in anyone **Period of Takaful** shall reduce the Limit of Guarantee so that the amount in respect of any or all such sum or sums shall not exceed the Limit of Guarantee stated in the **Schedule**.

SPECIAL CONDITIONS FOR SECTION 5

1. This Certificate is entered into on the condition that the **Business** of the Participant shall be conducted and the duties of the employees and the checks for securing accuracy of accounts shall be in every particular be in accordance with the statement provided by the Participant when applying for the guarantee. If during the Period of this Certificate any changes be made in any of the matters referred to in the statement made by the Participant without the prior consent or approval in writing of **the Company**, or if any suppression, misrepresentation or misstatement of any fact affecting the risk of **the Company** be made at the time of payment of the first or any subsequent **Takaful Contribution**, or if the Participant shall continue to entrust an employee with money or goods after having discovered any act of dishonesty on his part, the **Takaful** provided under this Certificate shall be null and void and all **Contribution** paid thereon forfeited to **the Company**.
2. In the event of a claim, all books of accounts of the Participant and any accountant's reports thereon shall be open to the inspection of **the Company** and the Participant shall give all information and assistance to enable **the Company** to obtain reimbursement from the relevant Employee or his estate of any monies which **the Company** shall have paid or become liable to pay under this Certificate.
3. The Participant shall when required by **the Company** give information and furnish evidence to the Police of any act covered against committed or supposed to have been committed by any of the relevant Employee in consequence of which a claim may be made under this Certificate and the Participant shall if so required by **the Company** at the expense of **the Company** for with prosecute the relevant Employee for such criminal acts.
4. All monies of the relevant Employee in the hands of the Participant and all monies which but for any act of fraud or dishonesty would have been due to the relevant Employee from the Participant shall be deducted from the amount otherwise payable under this Certificate.
5. If at the time of any claim arising under this certificate there be any other subsisting guarantee or security in respect of the acts or defaults of the relevant Employee **the Company** shall not be liable to pay or contribute more than its rateable proportion of such claim.
6. It is hereby declared and agreed that the Participant shall maintain a dual internal check, verification and sign-off processes for all monies transaction collected and/or to be kept in the Safe after **Business** hours by at least two (2) authorised personnels from two (2) different departments/divisions.

The processes must be documented in a Standard Operating Procedural Manual and shall be adhered to at all times.

In the event of claim, the Standard Operating Procedural Manual shall be made available for the inspection by **the Company** and the Participant shall provide all information and render assistance to **the Company**.

CLAUSES APPLICABLE FOR SECTION 5**C001 AUTOMATIC ADDITION AND DELETION CLAUSE**

Additional relevant Employees will automatically be held covered under this Certificate provided that notice of each addition to be advised by the Participant within 30 days of the date of commencement of employment and the appropriate additional **Contribution** paid. Deletion of relevant Employees covered will be similarly effected from the date of termination of their employment.

C003 BREACH OF CONDITION CLAUSES

The conditions and warranties of this Certificate shall apply individually to each of the risks covered and not collectively to them. Thus a breach of any condition or warranty shall void the Certificate only in respect of all the risks to which that breach applies and does not affect the Certificate in respect of the other risks.

C008 MISAPPROPRIATION OF STOCKS - PROPERTY CLAUSE

It is hereby declared and agreed that this Certificate shall extend to cover the Participant against **Loss** of the Stock of Goods (at prime cost) belonging to them or for which they are responsible as a result of any act of fraud or dishonesty committed by the employee(s). It is further understood and agreed that this Certificate does not cover **Loss** other than those caused by act fraud or dishonesty of the employee(s) and that inventory and stock-taking shortages does not fall within the scope of this cover not exceeding the Limit of Guarantee as stated in the **Schedule**.

C009 AUTOMATIC REINSTATEMENT OF LIMIT OF GUARANTEE CLAUSE

It is hereby declared and agreed that in the event of the Participant successfully making a claim under this Certificate, the Limit of Guarantee shall be reinstated to the Limit of Guarantee stated in the **Schedule** upon payment of the appropriate additional **Contribution to the Company** until the expiry date of this Certificate.

C011 AUDITORS AND ACCOUNTANTS FEES CLAUSE

It is hereby declared and agreed that in the event of a claim being admitted under this **Takaful**, the Certificate shall include Auditors and/or Accounts Fees to an amount not exceeding as mentioned in the **Schedule**, such fees reasonably in:

- (a) providing satisfactory proof of pecuniary **Loss** by the employer,
- (b) preparation of a detailed statement as required under condition 4 of this Certificate Provided that the term "Auditors and/or Accountants" under this clause shall mean a professional Auditor and/or Accountant, approved by both **the Company** and the Participant.

SECTION 6- EQUIPMENT ALL RISKS

The Company will indemnify the Participant against **Loss** of or **Damage** to the Equipment specified in the **Schedule** and its accessories and spare parts whilst thereon by:

- (a) accidental collision or overturning, collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
- (b) fire, external explosion, self-ignition or lightning;
- (c) burglary, housebreaking or theft.

At its own option **the Company** may pay in cash the amount of the **Loss** or **Damage** or may repair, reinstate or replace the Equipment or any part thereof or its accessories or spare parts but the liability of **the Company** shall not exceed the value of the parts lost or **Damaged** and the reasonable cost of fitting or repairing such parts.

If the Equipment is disabled by reason of **Loss** or **Damage** covered under this Certificate, **the Company** will bear the cost of not exceeding Ringgit Malaysia Five Hundred (RM500) only reasonably incurred for its protection and removal to the nearest repairers and for its delivery within the country where the **Loss** or **Damage** was sustained.

DEFINITIONS FOR SECTION 6

The following terms, when used in this Certificate, shall have the under mentioned meanings:

1. EQUIPMENT shall mean any of the interest as per **Schedule** attached being the **Property** of the Participant or held in trust or on commission for which the Participant is responsible.
2. AUTHORIZED DRIVER shall mean any of the following:
 - (a) the Participant,
 - (b) any person who is driving/operating on the Participant's order or permission.
3. LIMITATION AS TO USE shall mean use in connection with the Participant's **Business**, but excluding use:
 - (a) for racing pace making reliability trial demonstration or speed testing,
 - (b) for the carriage of passengers,
 - (c) whilst drawing a trailer or towing any vehicle unless such towed vehicle is not towed for reward.

SPECIAL CONDITIONS FOR SECTION 6**1. MAINTENANCE OF THE EQUIPMENT**

The Participant shall take all reasonable steps to safeguard the Equipment covered from **Loss** or **Damage** and to maintain it in efficient condition and **the Company** shall have at all times free and full access to examine the Equipment or any part thereof or any operator or employee of the Participant. In the event of any accident which may give rise to a claim under this Certificate the Equipment shall not be left unattended without proper precautions being taken to prevent further **Loss** or **Damage** and if the Equipment be operated/driven before the necessary repairs are effected, any extension of the **Damage** or any further **Damage** to the Equipment shall be excluded from the scope of the indemnity granted under this Certificate.

2. REPLACEMENT PARTS

In the event of **Loss** or **Damage** to the Equipment or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Equipment is held for repair or in the event of **the Company** exercising the option to pay in cash the amount of the **Loss** or **Damage** the liability of **the Company** in respect of any such part shall be limited to:

- (a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the Country in which the Equipment is held for repair or
- (ii) if no such catalogue or price list last obtained at the Manufacturers works plus the reasonable costs of transport otherwise than by air to the country in which the Equipment is held for repair and the amount of the relative import duty.
- (b) the reasonable cost of fitting such parts.

SPECIAL EXCLUSIONS FOR SECTION 6

The Company shall not be liable for:

1. any **Loss** or **Damage** sustained:
 - (a) outside the Territorial Limit stated in the **Schedule**,
 - (b) whilst the Equipment is being used on a Road as defined in the Road Traffic Ordinance for the time being in force in the Territory stated in the Territorial Limit in the **Schedule**,
 - (c) whilst the Equipment is operated by any person other than an Authorised Driver/Operator,
 - (d) whilst the Equipment is used otherwise than in accordance with the Limitation as To Use,
 - (e) whilst the Equipment is operated by an Authorised Driver/Operator who is under the influence of intoxicating liquor or drugs,
 - (f) whilst the Equipment is operated on board any waterborne vessel.
2. any consequential **Loss** or legal liability whatsoever.
3. (a) **Loss** or **Damage** caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakages, depreciation, atmospheric conditions or any other gradually operating clause,
- (b) **Loss** or **Damage** caused by mechanical or electrical breakdown or wear and tear,
- (c) **Loss** or **Damage** caused by overloading or strain.
4. **Loss** or **Damage** caused by the wilful or dishonest act of the Participant's employees or with the connivance of the Participant or the dishonest act of any person to whom the Equipment is entrusted.
5. **Loss** or **Damage** to:
 - (a) tyres or wheels or tracks unless the Equipment is also **Damaged** at the same time;
 - (b) the canopy unless caused by or resulting from the overturning of the Equipment.

CLAUSES APPLICABLE FOR SECTION 6

C015 EARTHQUAKE AND VOLCANIC ERUPTION

This **Takaful** extends to cover **Loss** or **Damage** directly caused by or occasioned by or through or in consequence of earthquake and volcanic eruption.

C031 THEFT OF PARTS EXTENSION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the **Takaful** under this Certificate shall be extended to include **Loss** of parts, accessories and spare parts whilst thereon where the Equipment covered is not stolen at the same time, subject to a limit of 20% of **Sum Covered** or RM50,000 whichever is lower.

C032 SUBSIDENCE AND LANDSLIP ENDORSEMENT

It is hereby declared and agreed that the **Takaful** under this Certificate shall be extended to include **Loss** or **Damage** to the Equipment described in the **Schedule** caused by subsidence and/or landslip.

C043 REINSTATEMENT VALUE CLAUSE (Applicable to items less than 5 years old)

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 but not superior to or more extensive than the covered **Property** when new, subject to the following Special Provisions and subject also the terms and conditions of the Certificate except insofar as the same may be varied hereby:

SPECIAL PROVISIONS

1. The work of replacement for reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Participant subject to the liability of **the Company** not being thereby increased) 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 be payable under the Certificate if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Participant in replacing or reinstating the **Property** destroyed or **Damaged**, **the Company** shall not be liable for any payment in **Excess** of the amount which would have been payable under the Certificate if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the **Property** covered had been destroyed exceeds the **Sum Covered** thereon at the commencement of any destruction of or **Damage** to such **Property** by any peril Participant against by this Certificate, then the covered shall be considered covering his own risk for the difference shall bear a rateable proportion of the **Loss** accordingly. Each item of the Certificate (if more than one) to which memorandum applies shall be separately subject to the foregoing provision.
4. This memorandum shall be without force or effect if:
 - a) The Participant fails to intimate to **the Company** within six (6) months from the date of destruction or **Damage**, or such further time as **the Company** may in writing allow, his attention to replace or reinstate the **Property** destroyed or **Damaged**.
 - b) The Participant is unable or unwilling to replace or reinstate the **Property** destroyed or **Damaged** on the same or another site.
5. No payment beyond the amount which would have been payable under the Certificate if this memorandum 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**/insurance effected by or on behalf of the Participant which is not upon the identical basis of reinstatement set forth therein.
6. This memorandum applies to **Property** covered less than 5 years old only, Market Value will then apply to **Property** covered exceeding 5 years old unless it was otherwise stated in the **Schedule**.

C046 TRANSIT RISK (INLAND TRANSIT ONLY)

The **Takaful** by this Certificate is extended to cover **Loss** of or **Damage** to the covered Equipment sustained whilst in land transit transported on a low-loader or otherwise including the process of loading and unloading. Any **Loss** or **Damage** sustained whilst in sea transit by barges, vessels, ferries or crafts is not covered by this Certificate.

SECTION 7- MONEY

The Company will indemnify the Participant for:

1. **Loss**, destruction or **Damage** of Money by any cause whatsoever occurring in the situation stated in the **Schedule** during the **Period of Takaful**; and
2. the cost of repair of the safe or strong room not otherwise covered, directly associated with any theft or attempted theft occurring during the **Period of Takaful**, subject to the liability of **the Company** shall not exceed the amount as specified in the **Schedule**.
happening during the **Period of Takaful** but not exceeding the **Sum Covered** on each item or on all items, the Total **Sum Covered**.

Provided that out of **Business** Hours the Safe or Strongroom or other depository containing the Money or part thereof shall be kept locked and the keys thereof shall be at all times be kept in the personal custody of the Participant or a responsible official employee of the Participant who on leaving the **Premises** shall remove the keys from the **Premises**.

DEFINITIONS

For the purpose of this benefit:

1. **MONEY** means
Cash, bank and currency notes, cheques, bankers drafts, bills of exchange, postal orders, money orders, postage stamps and other revenue stamps having monetary value all belonging to the Participant or for which the Participant has accepted responsibility.
2. **BUSINESS HOURS** shall mean
The period during which the Participant's **Premises** are actually occupied for **Business** purposes and during which the Participant or his employee/s is/are entrusted with Money are in the **Premises**.
3. **SITUATION** shall mean
 - (a) **Business Premises** of Participant; or
 - (b) direct Transit, in the custody of the Participant or an authorised personnel or employees of the Participant within the Territorial Limits.

SPECIAL CONDITIONS FOR SECTION 7

The Participant shall take all reasonable precautions to prevent **Loss** and **Damage** such as:

1. Whenever the **Premises** are closed for **Business**, all the keys and records of combination numbers of the safe(s) and/or strong room(s) be removed from the **Premises** except while the Participant or an authorised responsible employee is actually therein.
2. If the Participant or an authorised employee holding the keys and records of combination numbers resides in a residence adjoining and communicating with the **Premises**, the keys and records of combination numbers must be removed from the residence when left unattended.
3. Money for wages salaries or other earnings held at the Participant's **Premises** but which is not paid out on the day of receipt from the bank shall be secured in a locked safe or locked strong room outside the **Business** hours.
4. The Participant shall maintain proper records of all Moneys and shall allow **the Company** to inspect such records. Records of all Money in any safe or strong room shall be kept in some secured place other than the safe or strong room.
5. Any Money recovered after the settlement of any claim hereunder shall be the **Property of the Company** not exceeding however the amount paid by **the Company** in respect of such claim.
6. Cash Carrying Warranty – It is warranted by the Participant that during the currency of this Certificate, all Money in transit in **Excess** of RM100,000.00 per carrying be accompanied by two (2) Armed Guards.

SPECIAL EXCLUSIONS FOR SECTION 7

The Company will not indemnify the Participant against:

1. **Loss** due to fraud, dishonesty, embezzlement or misappropriation by any director, partner or employee of the Participant.
2. Shortages due to clerical or accounting errors or omission.
3. **Loss** or **Damage** occurring outside the territorial limits stated in the **Schedule**.
4. **Loss** from an unattended vehicle.
5. **Loss** of Money resulting from any locked safe, strong room, drawer, cabinet, cash register or box following the use of a key or combination code to such locked receptacles or any duplicate thereof belonging to the Participant unless such key has been obtained by violence or threats of violence and that the receptacle is kept locked except when in immediate use.

CLAUSES APPLICABLE FOR SECTION 7

C002 AUTOMATIC INCLUSION OF NEW PREMISES/NEW BRANCHES

It is hereby declared and agreed that this Certificate shall automatically extend to cover any new **Premises**/branches of the Participant and the Participant shall declare to **the Company** all new **Premises**/branches within 60 days of the occupation.

C003 DAMAGE TO SAFE/STRONGROOM/DRAWERS/CABINET/PREMISES ENDORSEMENT (RM1,000)

It is hereby declared and agreed that **the Company** shall indemnify the Participant against **Loss** of or **Damage** to the Participant safe, strong-room, drawers, cabinet and **Premises** resulting from theft of money or any attempt thereat, provided that the extension by this **Endorsement** shall not operate to increase the **Limit of Liability** as set forth in the **Schedule** beyond the amount for which **the Company** would be liable if the Certificate were not so extended.

C006 DAMAGE TO PREMISES

Cover under this Certificate is extended to cover **Damage** to the **Premises** in consequence upon such theft or any attempt thereat (Limit: 10% of **Sum Covered**).

C007 UNATTENDED VEHICLE

It is hereby declared and agreed that in the event of any Participant vehicles were being left unattended, **Takaful** will indemnify the Participant for an amount not exceeding RM5,000 in respect of **Loss** or **Damage** to "money" as a result of burglary/theft, provided that the Participant vehicles are securely locked at all times.

C014 LOCKED DRAWERS, CABINETS, CASH REGISTERS EXTENSION CLAUSE

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that any reference to the term "Locked Safe or Strong Room" in this Certificate shall be deemed to include any locked drawers and/or locked cabinets/cash registers.

C023 PERSONAL ACCIDENT ASSAULT EXTENSION FOR TWO EMPLOYEES - RM20,000 PER PERSON

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this Certificate is extended to cover Death or injury to the Participant employees (messengers) whilst travelling with handling cash resulting from assault whilst in the course of duty from a capital sum or amount stated in the **Schedule** in respect of each employees and corresponding benefit as follows:

CONTINGENCIES

Bodily injured solely and directly caused by accidental violent external and visible means and being in sole and direct cause at:

1. Death.
2. Total and irrecoverable **Loss** of all sight in both eyes.
3. Total **Loss** by actual separation at or above the ankle or wrist of both feet or one foot and one hand.
4. Total **Loss** by actual separation at or above the ankle or wrist of one foot or one hand together with total and irrecoverable **Loss** of all sight in one eye.
5. Total and irrecoverable **Loss** of all sight in one eye.
6. Total **Loss** by actual separation at or above the ankle or wrist of one foot or one hand.

PROVISION

- (a) No compensation shall be payable:
 - (i) under item 1-6 unless Death or **Loss** takes place within three calendar months from the date of bodily injury causing the same.
- (b) Upon payment of any claim under one of the items 1-6 of the **Schedule**, the **Takaful** by this **Endorsement** shall cease forth within respect of such employees.

C025 SAFE STRONGROOM CASH REGISTER, DRAWER AND CABINET CLAUSE

It is hereby understood and agreed that this Certificate is extended to include **Damage** to safe(s)/drawers/cabinets/petty cash boxes to a limit of RM1,000 resulting from breaking in or breaking out, actual or attempted.

C026 BONUS/FESTIVE PAYMENT (2 TIMES TRANSIT LIMIT) CLAUSE

It is hereby declared and agreed that on festive seasons/bonus-day, the **Limit of Liability** for any one occurrence or otherwise under item 1 of the **Schedule** is increased to 2 times transit limit any one carrying.

C029 MONEY IN CUSTODY OF PROFESSIONAL CARRIERS

It is hereby declared and agreed that the Certificate extends to cover **Loss** of money whilst in the custody of professional carrier up to the limit of the Certificate. This extension is however, not applicable if the Participant is entitled to claim under any other **Takaful/insurance**.

SECTION 8- PLATE GLASS

The Company will at its option make good or pay the cost of reinstatement for any Breakage of plate glass (including signboard and any writing, painting or ornamentation thereon or alarm tapes) up to the **Sum Covered** as stated in the **Schedule** happening during the **Period of Takaful**. PROVIDED that the word "Breakage" shall not include any disfiguration or **Damage** other than fracture extending through the entire thickness of the glass.

SPECIAL CONDITIONS FOR SECTION 8

1. The Participant shall not cause or permit the removal of the broken glass or signboard from its position without the written consent of **the Company**.
2. In the event of a breakage for which **the Company** is liable, the broken plate glass shall become the absolute **Property of the Company** as salvage and the Participant shall use every endeavour to prevent any further breakage or **Loss** arising to such salvage and shall allow the representatives of **the Company** to have immediate access thereto and to remove the same or do such other things as may be necessary for the preservation thereof.

SPECIAL EXCLUSIONS FOR SECTION 8

The Company shall not be liable for:

1. **Loss or Damage** to frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
2. Cracked or imperfect glass unless specially declared as such and specifically included in the **Schedule**.
3. Breakage arising during removal or alteration to the **Premises** or fittings.
4. Interruption or delay or **Loss of Business** or **Damage** of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass.
5. **Loss or Damage** directly or indirectly occasioned by or happening through or in consequence of fire, lightning, earthquake and explosion.

CLAUSES APPLICABLE FOR SECTION 8
C007 FIRST LOSS CLAUSE (WITHOUT AVERAGE)

This Certificate is issued as a first **Loss** cover on the **Property** described being the Glass. It is understood and agreed that in event of any breakage covered by this Certificate, the liability of **the Company** shall be on first **Loss Sum Covered** and the Certificate average conditions is deemed to be deleted.

SECTION 9- GROUP PERSONAL ACCIDENT

If during the **Period of Takaful** any of the Person Covered shall sustain Accidental Bodily Injury which injury shall solely and independently of any other causes result in death or bodily injury to such Person Covered, **the Company** will pay to the Participant for: -

- a) Actual head count of employees or up to 12 Persons whichever is lower, subject to: -
 - (i) **Sum Covered** Per Person of RM50,000 only.
 - (ii) Total **Sum Covered** for this Section is limited to RM600,000 only.
- b) Accidental Death benefit as stated in the **Schedule**,
- c) Accidental Permanent disablement benefit as stated in the **Schedule**, or
- d) Additional benefits as stated in the **Schedule**

and the receipt by the Participant shall in all respect be an effective discharge to **the Company**. For the purpose of this benefit, "Accidental Bodily Injury" shall mean a bodily injury occurring during the **Period of Takaful** which is the direct result of accident, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement or any other events as stated below.

BENEFITS

1. ACCIDENTAL DEATH

The Company will pay up the percentage of the amount shown in the Table of Benefits if during the **Period of Takaful**, the Participant's employees shall sustain injury resulting in death within twelve (12) calendar months of Accidental Bodily Injury.

2. ACCIDENTAL PERMANENT DISABLEMENT

The Company will pay the percentage of the amount shown in the Table of Benefits if during the **Period of Takaful**, the Participant's employees shall sustain injury resulting in permanent disablement within twelve (12) calendar months of Accidental Bodily Injury. The aggregate of all percentages payable in respect of any one Accidental Bodily Injury shall not exceed one hundred percent (100%). In the event of a total **Loss** of one hundred percent (100%) having been paid, all coverage hereunder shall immediately cease to be in force in respect of the employee.

3. TEMPORARY TOTAL DISABLEMENT

The benefit is payable up to the amount stated in the **Schedule** if such bodily injury wholly and continuously disables and totally prevents the Person Covered from and rendering him completely incapable of attending to any part of his ordinary profession, **Business** or occupation.

The benefit shall not be payable in respect of any one Person Covered for a longer period than fifty-two (52) weeks in respect of any one injury from the date the Person Covered was first examined by a Qualified Medical Practitioner.

4. ACCIDENTAL MEDICAL EXPENSES

The Company will pay the actual expenses incurred for hospitalisation, surgical and clinical treatments or services in connection with Accidental Bodily Injury subject to the following conditions: -

- (a) Reimbursement of this benefit shall be payable up to the amount stated in the **Schedule** on any one Accidental Bodily Injury; and
- (b) Expenses must incurred within one (1) year from the date of Accidental Bodily Injury provided that the first expense is incurred within seven (7) days after the date of Accidental Bodily Injury.

5. AMBULANCE FEES

The Company will reimburse for the actual charges by the hospital or by a private ambulance company for emergency/ambulance response consequent upon an Accidental Bodily Injury, up to the amount stated in the **Schedule** on any one Accidental Bodily Injury.

6. REPATRIATION EXPENSES

The Company will reimburse the repatriation expenses incurred for sending the Person Covered's mortal remains or ashes back to Malaysia if death is due to Accidental Bodily Injury whilst occurring outside Malaysia, up to the amount stated in the **Schedule**.

7. FUNERAL EXPENSES

The Company will pay up to the amount stated in the **Schedule** as funeral and burial or cremation expenses if death of the Person Covered is due to Accidental Bodily Injury.

SPECIAL CONDITIONS FOR SECTION 9

1. NOTICE OF CLAIM

- (a) Upon the occurrence of Accidental Bodily Injury likely to give rise to a claim under this Certificate, the Participant shall, within thirty (30) days after the occurrence of the Accidental Bodily Injury, give written notice to **the Company** with full particulars of the Accidental Bodily Injury and the injuries or Losses sustained.
- (b) The Person Covered shall, without delay, procure and act upon proper medical or surgical advice.
- (c) All certificates, affidavit, information and evidence required by **the Company** shall be furnished at the expense of the Participant (or his legal representatives) and shall be in such form and of such nature as **the Company** shall prescribe.
- (d) The Participant /Person Covered shall, as required by and at **the Company's** expense, submit the Person Covered to medical examination. In the case of death, there must be delivered to **the Company** a certificate of death of the Person Covered issued by the relevant authorities and/or other reports from a medical examiner stating full details on the nature, extent and duration of the injury, the cause of death and all such other information and evidence as **the Company** may require or consider necessary to satisfy **the Company**.

2. LIABILITY ANY ONE ACCIDENT

Subject otherwise to the terms of this Certificate, **the Company** liability under this Certificate shall not exceed RM600,000 or the Total **Sum Covered** of the actual head count of employees at **Sum Covered** of RM50,000 per person under this section whichever is lower.

We shall not pay more than 100% in aggregate for any or all Benefits under 1, 2 and 3. Any payment made under Benefit 3 shall be deducted for any subsequent compensation payable under Benefits 1 or 2.

SPECIAL EXCLUSIONS FOR SECTION 9

This Certificate does not cover:

1. Death or Disablement or any other **Loss** sustained by the Person Covered:
 - (a) while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service; or
 - (b) while committing or attempting to commit any unlawful or criminal act.
2. Whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hang-gliding or participation in any form of race or competition other than on foot.
3. Individuals such as pilots, aviation crews and firemen during the course of their work or whilst on duty, fishermen, professional motor racers, professional sportsmen, stevedores, building demolition workers, divers, jockeys, logging workers, miners, marine salvage crew, individuals directly involved in making or handling explosives, personnel in the armed forces, tree fellers, window cleaners of high-rise buildings and other hazardous and dangerous occupations.
4. Claims as a result of Epidemics and/or Pandemics as declared by the World Health Organization or any governmental authority in Malaysia.

TABLE OF BENEFITS

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

Where the injury is not specified, **the Company** reserves the right to adopt a percentage of disablement which in its opinion is consistent with the provisions of the above Table of Benefits. Permanent total **Loss** of use of member shall be treated as **Loss** of member.

CLAUSES APPLICABLE FOR SECTION 9**C001 EXPOSURE AND DISAPPEARANCE CLAUSE**

Subject to all the terms, limitations, conditions and exclusion of this Certificate except as specifically provided herein, if the Person Covered disappears during the period of this **Takaful** and his body is not found within one year after disappearance, and sufficient evidence is produced to **the Company's** satisfaction that leads inevitably to the conclusion that he sustained accidental bodily injury and that such an injury caused his Death, **the Company** shall forthwith pay Death benefit under this **Takaful** provided that the Persons to whom such sum is paid shall sign and undertake to refund such sum to **the Company** if the Person Covered is subsequently found to be living.

This **Takaful** also covers claims arising out of bodily injury caused by exposure to the elements as a result of an accident provided the Person Covered is unavoidably exposed resulting Death upon a proper constituted Judicial Body Enquiry by which it is found that the Person Covered died from exposure as a result of an accident.

C003 STRIKE, RIOT AND CIVIL COMMOTION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional **Contribution** this Certificate is extended to cover Death or Disablement as within defined directly or indirectly caused by Riot, Strike or Civil Commotion except in so far as the Person Covered himself is actively participating when this extension becomes null and void.

C004 HIJACKING CLAUSE

It is hereby declared and agreed that the within Certificate is extended to cover hijacking provided it is not directly or indirectly occasioned or contributed to or traceable to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

C007 AUTOMATIC INCLUSION AND DELETION CLAUSE

Additional personnel will automatically be held covered under this Certificate provided that noticed of each inclusion/addition be advised by the Participant within 30 days of the date of commencement of employment and the appropriate additional **Contribution** paid. Deletion of lives covered will be similarly effected from the date of termination of their employment.

C017 UNPROVOKED MURDER AND ASSAULT

It is hereby declared and agreed that the **Takaful** by this Certificate is extended to cover the risk of Murder, Assault or Attempt thereat.

C020 RUKUN TETANGGA ACTIVITIES

It is hereby declared and agreed that the Certificate is extended to cover "Rukun Tetangga" Duties.

C025 AMATEUR SPORT ACTIVITIES CLAUSE

It is hereby declared and agreed that notwithstanding anything herein contained to the contrary, the benefits provided by this **Takaful** are payable in the event of Death or Permanent Disablement arising whilst the Person Covered is engaged in indoor or outdoor sport as an amateur. EXCEPT as varied by this Memorandum the terms and conditions of this Certificate including any **Endorsement** shall remain unaltered.

C030 FOOD AND DRINK CLAUSE

It is hereby declared and agreed that this Certificate is extended to cover Death or bodily injury as within defined directly resulting from food and drink poisoning.

C031 SUFFOCATION THROUGH SMOKE FUMES AND POISONOUS GAS CLAUSE

It is hereby declared and agreed that the Certificate is extended to cover Death or Permanent Disablement to the Person Covered arising from accidental suffocation through Smoke, Fumes and Poisonous Gas.

C033 HUNTING CLAUSE

Notwithstanding anything contained herein to the contrary this Certificate is extended to cover bodily injury as herein defined consequent upon hunting whether on foot or otherwise. Provided always that **the Company** shall be not be liable to make any payment for bodily injury consequent upon steeple-chasing or point to point racing.

C038. ACCIDENTAL DROWNING OR SUFFOCATION

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to accidental drowning or suffocation.

C040 SNAKE AND HARMFUL INSECTS BITES

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to Snake and Harmful Insects bites.

C041 KIDNAPPING EXTENSION

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to Kidnapping.

SECTION 10- MACHINERY BREAKDOWN

The Company hereby agrees with the Participant that if at any time during the **Period of Takaful** stated in the **Schedule** or during any subsequent period for which the Participant pays and **the Company** may accept the **Contribution** for the renewal of this Certificate, the items (or any part thereof) entered in the **Schedule**, whilst on the **Premises** mentioned therein, suffer any unforeseen and sudden physical **Loss** or **Damage** from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement.

The Company will indemnify the Participant in respect of such **Loss** or **Damage**, as hereinafter provided, by payment in cash, replacement or repair (at **the Company's** option) up to an amount not exceeding in any one (1) year of **Takaful** in respect of each of the items specified in the **Schedule** the sum set opposite thereto and not exceeding in all the total sum expressed in the **Schedule** as covered hereby.

This Certificate shall apply to the covered items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the **Premises**, or during subsequent re-erection.

SPECIAL EXCLUSIONS FOR SECTION 10

The Company shall not be liable for:

1. the deductible stated in the **Schedule** to be borne by the Participant in any one (1) occurrence; if more than one (1) item is lost or **Damaged** in one (1) occurrence, the Participant shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
2. **Loss** of or **Damage** to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts;
3. **Loss** or **Damage** due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;
4. **Loss** or **Damage** for which a supplier, contractor or repairer is responsible either by law or under contract,
5. **Loss** or **Damage** caused by any faults or defects existing at the time of commencement of this Certificate within the knowledge of the Participant or his representatives, whether such faults or defects were known to **the Company** or not;
Loss or **Damage** arising out of the wilful act or gross negligence of the Participant or his representatives;

6. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or **Damage to Property** by order of any government de jure or de facto or by any public authority;
7. any consequence of nuclear reaction, nuclear radiation or radioactive contamination;
8. **Loss or Damage** as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);
9. consequential **Loss** or liability of any kind or description, any payments over and above the indemnity for material **Damage** as provided herein.

In any action, suit or other proceeding where **the Company** alleges that, by reason of the provision of Exclusion 7 above, any **Loss or Damage** is not covered by this Certificate, the burden of proving that such **Loss or Damage** is covered shall be upon the Participant.

SPECIAL PROVISIONS FOR SECTION 10

1. SUM COVERED

It shall be a requirement of this Certificate that the **Sum Covered** is equal to the cost of replacement of the covered machinery by new machinery of the same kind and capacity, which means its cost of replacement including, e.g. freight, dues and customs duties, if any, and cost of erection.

If the **Sum Covered** is less than the amount required to be covered, **the Company** shall pay only in such proportion as the **Sum Covered** bears to the amount required to be covered. Every item if more than one (1) shall be subject to this condition separately.

2. BASIS OF INDEMNITY

(a) In cases where **Damage** to a covered item can be repaired, **the Company** shall pay expenses necessarily incurred to restore the **Damaged** machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the **Sum Covered**. If the repairs are executed at a workshop owned by the Participant, **the Company** shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery covered immediately before the occurrence of the **Damage**, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in (b) below.

(b) In cases where a covered item is destroyed, **the Company** shall pay the actual value of the item immediately before the occurrence of the **Loss**, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the **Sum Covered**, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. **The Company** shall also pay any normal charges for the dismantling of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Certificate only if especially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Certificate. The cost of any provisional repairs shall be borne by **the Company** if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

CLAUSES APPLICABLE FOR SECTION 10**C003 COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS AND EXPRESS FREIGHT**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this Certificate shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any **Loss** of or **Damage** to the covered items recoverable under the Certificate.

If the sum(s) covered of the **Damaged** item(s) is (are) less than the amount(s) required to be covered, the amount payable under this **Endorsement** for such extra charges shall be reduced in the same proportion.

Provided further that the maximum amount payable under this Clause in respect of such extra charges shall not exceed ten percent (10%) of the **Sum Covered** or Ringgit Malaysia Fifty Thousand (RM50,000) whichever is lesser.

C008 FLUE GAS EXPLOSION CLAUSE

It is hereby understood and agreed notwithstanding anything herein contained to the contrary that in consideration of the increased **Takaful Contribution** at which this Certificate is issued the Company will also indemnify the Participant against **Damage** and/or liability as defined in the Certificate arising as a direct consequence of and solely due to explosion of flue gases in the of the BOILER AND/OR ECONOMISERS covered by this Certificate.

Provided that in respect of any one (1) item of group of items the aggregate liability of **the Company** under the indemnity given by the within Certificate and under the indemnity given by this **Endorsement** taken together in respect of all occurrences happening in any one (1) year of **Takaful** shall not exceed the sum set opposite to such item or group of items in the **Schedule**.

In addition, **the Company** will where legal proceedings have been defended with its written consent pay all legal expenses for which the Participant may be liable.

C011 COST OF CLEARANCE OF DEBRIS CLAUSE

The indemnity granted hereunder shall in addition extends to include those costs necessarily incurred by the Participant with the consent of **the Company** following an indemnifiable **Loss** in removing and satisfactory disposal of any portion or portions (or the debris or the demolition thereof) of the covered **Property** no longer useful for the purpose for which it was intended and any additional costs incurred by the Participant in protecting any of the covered **Property** against any imminent **Loss** destruction or **Damage** or of minimizing such **Loss** destruction or **Damage**.

Provided that **the Company's** liability for such cost and expenses shall not exceed 10% of **Sum Covered** or RM100,000.00 whichever is lesser.

C017 HURRICANE, CYCLONE AND TYPHOON

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this **Takaful** shall be extended to include the risk of hurricane, cyclone and typhoon.

C018 FLOOD CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this **Takaful** shall be extended to cover **Loss** or **Damage** occasioned by or through or in consequence of flood (including overflow of the river and sea).

Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building participant or containing the **Property** covered, but excluding **Loss** or **Damage** cause by subsidence or landslip.

C020 REINSTATEMENT OF LOSS CLAUSE

In consideration of the Participant undertaking to pay an additional **Contribution** at the agreed rate on the amount of **Loss** calculated from the date of such **Loss** to the expiry of the current **Period of Takaful**. It is agreed that in the event of **Loss** the coverage hereunder shall be maintained in force for the full **Sum Covered**.

C029 72 HOUR CLAUSE

It is agreed that any **Loss** of or **Damage** to the covered **property** arising during any one (1) period of seventy-two (72) consecutive hours, caused by typhoon or by storm tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one (1) occurrence with regard to the deductible provided for herein. For the purposes of the foregoing the commencement of any such seventy-two (72) hour period shall be decided at the discretion of the Participant. It is being understood and agreed, however, that there shall be no overlapping in any two (2) or more such seventy-two (72) hour periods in the event of **Damage** occurring over a more extended period of time.

C038 COST OF EXTRA CHARGES FOR AIRFREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Takaful Contribution**, this **Takaful** shall be extended to cover extra charges for airfreight for delivery of part or parts by express freight.

Provided always that such extra charges shall be incurred in connection with any **Loss** of or **Damage** to the covered items recoverable under the Certificate.

Provided further that the maximum amount payable under this **Endorsement** in respect of airfreight shall not exceed 10% of **Loss** or RM50,000.00 whichever is lesser.

C039 REPLACEMENT VALUE CLAUSE - APPLICABLE FOR ITEM LESS THAN 5 YEARS OLD

It is hereby declared and agreed that in the event of the **Property** covered under this Certificate being destroyed or **Damaged** beyond repair, the basis upon which the amount payable under this Certificate is to be calculated shall be the cost of replacing or reinstating **Property** of the same kind or type but not superior to or more extensive than the **Property** covered when new.

Provided that 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 or **Damaged**, exceeds the **Sum Covered** thereon at the commencement of any **Loss** or destruction of or **Damage** to such **Property** by a peril covered against by this Certificate, then the Participant shall be considered covering themselves for the **Excess** and shall bear a rateable proportion of the **Loss** accordingly. Each item of this Certificate (if more than one) shall be separately subject to this clause.

SECTION 11- ELECTRONIC EQUIPMENT

Certificate applies whether the covered items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the **Premises**, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

PART 1 – MATERIAL DAMAGE

SCOPE OF COVER

The Company hereby agrees with the Participant that if at any time during the **Period of Takaful** stated in the **Schedule** or during any subsequent period for which the Participant pays and **the Company** may accept the **Contribution** for the renewal of this Certificate, the items or any part thereof entered in the **Schedule** suffer any unforeseen and sudden physical **Loss** or **Damage** from any cause other than those specifically excluded, in a manner necessitating repair or replacement, **the Company** will indemnify the Participant in respect of such **Loss** or **Damage**, as hereinafter provided, by payment in cash, replacement or repair (at **the Company's** option) up to an amount not exceeding in any one year of **Takaful** in respect of each of the items specified in the **Schedule** the sum set opposite thereto and not exceeding in all the total sum expressed in the **Schedule** as covered hereby.

SPECIAL EXCLUSIONS TO PART 1

The Company shall not, however, be liable for:

- (a) the deductible stated in the **Schedule** to be borne by the Participant in any one occurrence; if more than one item is lost or **Damaged** in one occurrence, The participant shall not, however, be called upon to bear more than the highest single deductible applicable to such item;
- (b) **Loss** or **Damage** directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;
- (c) **Loss** or **Damage** directly or indirectly caused by theft;

- (d) **Loss** or **Damage** caused by any faults or defects existing at the time of commencement of this Certificate within the knowledge of the Participant or his representatives, whether such faults or defects were known to **the Company** or not;
- (e) **Loss** or **Damage** directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- (f) **Loss** or **Damage** as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions,
- (g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable **Loss** of or **Damage** to the covered items;
- (h) any costs incurred in connection with the maintenance of the covered item, such exclusion also applying to parts exchanged in the course of such maintenance operation;
- (i) **Loss** or **Damage** for which the manufacturer or supplier of the covered items is responsible either by law or under contract;
- (j) **Loss** of or **Damage** to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- (k) consequential **Loss** or liability of any kind or description;
- (l) **Loss** of or **Damage** to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- (m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under (l) and (m) above, **the Company** shall be liable to provide compensation in the event that such parts are affected by an indemnifiable **Loss** of or **Damage** to the covered items.

PROVISIONS APPLYING TO PART 1

1. **Sum Covered**

It shall be a requirement of this Certificate that the **Sum Covered** is equal to the cost of replacement of the covered items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight, customs duties and dues, if any, and erection costs.

If the **Sum Covered** is less than the amount required to be covered, **the Company** shall pay only in such proportion as the **Sum Covered** bears to the amount required to be covered. Every item if more than one shall be subject to this condition separately.

2. **Basis of Indemnity**

(a) In cases where **Damage** to a covered item can be repaired - **the Company** shall pay expenses necessarily incurred to restore the **Damaged** item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the **Sum Covered**. If the repairs are executed at a workshop owned by the Participant, **the Company** shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs as detailed hereinabove equal or exceed the actual value of the covered items immediately before the occurrence of the **Damage**, the settlement shall be made on the basis provided for in (b) below.

(b) In cases where a covered item is destroyed - **the Company** shall pay the actual value of the item immediately before the occurrence of the **Loss**, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the **Sum Covered**, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. **The Company** shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Certificate and all necessary data on the relevant substitute item shall be indicated for its inclusion in the **Schedule**.

As from the date of an indemnifiable occurrence the **Sum Covered** shall be reduced for the remaining **Period of Takaful** by the amount of indemnity paid, unless the **Sum Covered** is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this Certificate only if especially agreed in writing. The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Certificate. The costs of any provisional repairs shall be borne by **the Company** if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Company shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacements has taken place, as the case may be.

PART 2- EXTERNAL DATA MEDIA

SCOPE OF COVER

The Company hereby agree with the Participant that if the external data media entered in the **Schedule** inclusive of the information stored thereon, which can be directly processed in Electronic Data Processing (EDP) Systems, shall suffer any material **Damage** indemnifiable under Section 1 of this Certificate, **the Company** will indemnify the Participant, as hereinafter provided, in respect of such **Loss** or **Damage** up to an amount not exceeding in any one year of **Takaful** in respect of each of the data media specified in the **Schedule** the sum set opposite thereto and not exceeding in all the total **Sum Covered** hereby, provided always that such **Loss** or **Damage** occurs during the **Period of Takaful** stated in the **Schedule** or during any subsequent period for which the Participant pays and **the Company** may accept the **Contribution** for the renewal of this Certificate. This cover applies while the covered data media are kept on the **Premises**.

SPECIAL EXCLUSIONS TO PART 2

The Company shall, however not be liable for:

- (a) the deductible stated in the **Schedule** to be borne by the Participant in any one occurrence,
- (b) any costs arising from false programming punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from **Loss** of information caused by magnetic fields,
- (c) consequential **Loss** of any kind or description whatsoever.

PROVISIONS APPLYING TO PART 2

1. Sum Covered

It shall be a requirement of this Certificate that the **Sum Covered** is the amount required for restoring the covered external data media by replacing lost or **Damaged** data media by new material and reproducing lost information.

2. Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Participant within a period of twelve (12) months as from the date of the occurrence strictly for the purpose of restoring the covered external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within twelve (12) months after the occurrence, **the Company** shall only be liable to indemnify the expenses incurred for replacing the lost or **Damaged** data media themselves by new material.

As from the date of an indemnifiable occurrence, the **Sum Covered** shall be reduced for the remaining **Period of Takaful** by the amount of settlement paid, unless the **Sum Covered** is reinstated.

PART 3 – INCREASED COST OF WORKING

SCOPE OF COVER

The Company hereby agrees with the Participant that if material **Damage** indemnifiable under Section 1 of this Certificate gives rise to a total or partial interruption of operation of the EDP equipment entered in the **Schedule**, **the Company** will indemnify the Participant, as hereinafter provided for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Certificate up to an amount not exceeding the agreed indemnification per day and not exceeding in all the **Sum Covered** in any one year of **Takaful** provided always that such interruption occurs during the **Period of Takaful** stated in the **Schedule** or during any subsequent period for which the Participant pays and **the Company** may accept the **Contribution** for the renewal of this Certificate.

SPECIAL EXCLUSION TO PART 3

The Company shall, however, not be liable for any additional expenditure incurred as a result of:

- (a) Restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment covered,
- (b) The necessary funds not being available to the Participant in time for repairing or replacing **Damaged** or destroyed equipment.

PROVISIONS APPLYING TO PART 3**1. Sum Covered**

It shall be a requirement of this Certificate that the **Sum Covered** stated in the **Schedule** is the amount which the Participant would have to pay as additional expenditure for twelve (12) month's use of substitute EDP equipment of similar performance to the EDP equipment covered. The **Sum Covered** shall be based on the amount agreed per day and per month as specified in the **Schedule**.

The Company shall also reimburse the Participant for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums thereof have been entered in the **Schedule**.

2. Basis of Indemnity

In the event of failure of the EDP equipment covered, **the Company** shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed. The indemnity period shall commence as soon as the substitute equipment is put into use. The Participant shall bear that proportion of each claim which corresponds to the time **Excess** agreed.

If it is found following an interruption of the operation of the EDP equipment covered that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual **Sum Covered** which is applicable to this period, **the Company** shall only be liable to indemnify the Participant in respect of that proportion of the agreed annual **Sum Covered** which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by **the Company**. As from the date of an indemnifiable occurrence the **Sum Covered** shall be reduced for the remaining **Period of Takaful** by the amount of settlement paid, unless the **Sum Covered** is reinstated.

CLAUSES APPLICABLE FOR SECTION 11**C009 COST OF CLEARANCE OF DEBRIS CLAUSE**

The indemnity granted hereunder shall in addition extends to include those costs necessarily incurred by the Participant with the consent of **the Company** following an indemnifiable **Loss** in removing and satisfactory disposal of any portion or portions (or the debris or the demolition thereof) of the covered **Property** no longer useful for the purpose for which it was intended and any additional costs incurred by the Participant in protecting any of the covered **Property** against any imminent **Loss** destruction or **Damage** or of minimizing such **Loss** destruction or **Damage**.

Provided that **the Company's** liability for such cost and expenses shall not exceed 10% of **Sum Covered** or RM50,000.00 whichever is lesser.

C011 REPLACEMENT VALUE CLAUSE (Applicable for item less than 5 years old)

It is hereby declared and agreed that in the event of the **Property** covered under this Certificate being destroyed or **Damaged** beyond repair, the basis upon which the amount payable under this Certificate is to be calculated shall be the cost of replacing or reinstating **Property** of the same kind or type but not superior to or more extensive than the **Property** covered when new.

Provided that 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 or **Damaged**, exceeds the **Sum Covered** thereon at the commencement of any **Loss** or destruction of or **Damage** to such **Property** by a peril covered against by this Certificate, then the Participant shall be considered covering themselves for the **Excess** and shall bear a rateable proportion of the **Loss** accordingly. Each item of this Certificate (if more than one) shall be separately subject to this clause.

C019 HIRE PURCHASE CLAUSE

It is hereby understood and agreed that the party named in the **Schedule** (hereinafter referred to as the Owners) are the owners of the **Property** covered by item(s) specified in the **Schedule** and that such **Property** is the subject of a Hire Purchase Agreement made between the Owners of the one part and the Participant of the other part. It is further understood and agreed that any payment made in respect of **Loss** or **Damage** (which **Loss** or **Damage** is not made good by repair, reinstatement or replacement) under the terms of this Certificate shall be made to the Owners as long as they are the owners of the **Property** and their receipt shall be full and final discharge to **the Company** in respect of such **Loss** or **Damage**.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Certificate is issued to the Participant as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Participant, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Participant to the Owners of his rights, benefits and claims under this Certificate.

It is lastly understood and agreed that the Participant shall not assign his rights benefits and claim under this Certificate without the prior consent in writing of **the Company**.

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

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

C027 COVER OF EXTRA CHARGES OF OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS AND EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this Certificate shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any **Loss** of or **Damage** to the covered items recoverable under the Certificate.

If the sum(s) covered of the **Damaged** item(s) is (are) less than the amount(s) required to be covered, the amount payable under this Clause for such extra charges shall be reduced in the same proportion. Provided further that the maximum amount payable under this Clause in respect of such extra charges shall not exceed 10% of **Loss** or RM50,000 whichever is lesser.

C028 COVER FOR THEFT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this **Takaful** shall be extended to include the risk of theft of the covered items whilst on the **Premises**.

Provided, however, the Participant informs the police authorities immediately after any **Loss** or **Damage** due to theft is discovered.

Provided further that **the Company** shall not be liable for:

- (a) any **Loss** due to inventory shortages,
- (b) any **Loss** due to theft by own employees,
- (c) any **Loss** due to theft by deception,
- (d) any **Loss** due to systematic pilferage over a period of time,
- (e) any **Loss** due to internet and cyber fraud including error or system omission.

C030 COVER FOR HURRICANE, CYCLONE AND TYPHOON

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon and subject to the Participant paying the agreed extra **Contribution**, this **Takaful** shall be extended to include the risk of hurricane, cyclone and typhoon.

C036 LEASING CLAUSE

It is hereby understood and agreed that the party named in the **Schedule** (hereinafter referred to as the Lessors) are the owners of the **Property** covered by item(s) specified in the **Schedule** and that such **Property** is the subject of a Leasing Agreement made between the Lessors of the one part and the Participant of the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this clause could be payable to the Participant under this Certificate in respect of **Loss** of or **Damage** to the **Property** (which **Loss** or **Damage** is not made good by repair, reinstatement or replacement under the terms of the Certificate) and such monies

shall be paid to the Lessors as long as they are the owners of the **Property** and their receipt shall be a full and final discharge to the Company in respect of such **Loss** or **Damage**.

Save as by this Clause expressly agreed nothing herein shall modify or affect the rights and liabilities of the Participant or **the Company** respectively under or in connection with this Certificate.

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

C044 COMPUTER SYSTEMS RECORDS

It is hereby declared and agreed that 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.

Subject otherwise to the terms and conditions of this Certificate.

C050 FAILURE OF AIR-CONDITIONING PLANT CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Certificate or endorsed thereon, this Certificate shall be extended to include **Loss** or **Damage** to the covered electronic equipment due to the failure of the air-conditioning plant covered under the Certificate and subject to Participant paying the agreed extra **Contribution**.

This extension shall apply only if the air-conditioning plant:

- i. and the alarm and switch off devices are maintained by qualified personnel of the manufacturer or supplier at least every six months,
- ii. is equipped with independent sensors to monitor temperature and humidity, to detect smoke and to release visual and acoustical alarms,
- iii. is kept under supervision by trained personnel who are able to take all **Loss** prevention measures necessary in the event of an alarm,
- iv. is provided with an automatic emergency switch-off device complying with the requirements stipulated by the manufacturers of the electronic equipment,
- v. is covered against material **Damage** under Section 1 of this Certificate.

C051 THEFT BY DECEPTION (CHEATING) CLAUSE

The Company shall not be liable for any **Loss** or **Damage** caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Cheating as defined in the Penal Code is as followed:

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any **Property** or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and which act or omission causes or is likely to cause **Damage** or harm to that person in body, mind, reputation or **Property**, is said to 'cheat'."

C060 FULL THEFT CLAUSE

It is declared and agreed that this Certificate shall extend to include theft not accompanied by actual violent and forcible entry or exit.

The Company shall not be liable for: -

- (a) any **Loss** due to inventory shortages,
- (b) any **Loss** due to theft by own Employees,
- (c) any **Loss** due to systematic pilferage over a periods of time,
- (d) any **Loss** due to internet and cyber fraud including error and system omission.

Limited to 10% of **Sum Covered** or RM50,000.00 whichever is lesser on each and every **Loss** and in aggregate.

SECTION 12- EMPLOYER'S LIABILITY

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

- A. **The Company** will subject to the terms, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "Terms of this Certificate") indemnify the Participant against liability at law to pay compensation and claimant's costs and expenses in respect of such injury or illness and will in addition pay all costs and expenses incurred with **the Company's** written consent.
- B. **The Company** will also in the event of the death of the Participant indemnify the Participant's legal personal representatives subject to the Terms of this Certificate in respect of liability incurred by the Participant provided that such personal representatives shall as though they were the Participant observe fulfil and be subject to the Terms of this Certificate in so far as they can apply.

SPECIAL EXCLUSIONS FOR SECTION 12

The Company shall not be liable in respect of:

1. the Participant's liability to employees of contractors to the Participant.
2. any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party.
4. any injury by accident or disease sustained outside the Geographical area.
5. any liability of the Participant to pay compensation to an employee or to the legal personal representatives or dependants of an employee by virtue of any workmen's compensation law.
6. any injury by accident or disease directly attributable to war, invasion, the act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
7. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material;
 - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

CLAUSES APPLICABLE FOR SECTION 12

C003 COMMON LAW LIMIT

It is hereby declared and agreed that notwithstanding anything contained in this Certificate to the contrary, this Certificate indemnifies the Participant against all sum for which the Participant shall be liable at Common Law up to a maximum of RM1,000,000.00 as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and in the aggregate during **Period of Takaful**.

The Company will in addition be responsible for all costs and expenses incurred with its written consent in defending any claim for such compensation.

C004 EMPLOYEE TO EMPLOYEE EXTENSION CLAUSE/VICARIOUS LIABILITY

If any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the **Period of Takaful** and arising out of and in the course to his employment by the Participant in the **Business** stated in the **Schedule the Company** will at the request of the Participant indemnify any other employee of the Participant engaged in such **Business** against liability at law to pay compensation and claimant's cost and expenses incurred with its written consent. Provided that the employee claiming to be indemnified shall be though he is the Participant observe, fulfil and be subject to the terms of the Certificate insofar as they can apply.

C012 CROSS LIABILITY

For the purpose of this Certificate each of the parties comprising the Participant shall be considered as a separate and distinct unit and the word the Participant's shall be considered as applying to each party in the same manner as if a separate certificate has been issued to each of the said parties and **the Company** hereby agreed to waive all rights of subrogation or action which **the Company** may have or acquire against either of the a foresaid parties arising out of any accident in respect of which any claim is made hereunder.

SECTION 13- PUBLIC LIABILITY

The Company will indemnify the Participant against:

(A) All sums which the Participant shall become legally liable to pay as **Damages** or compensation in respect of:

1. bodily Injury or illness to any third party person, and/or
2. **Loss of or Damage to third party Property;**
occurring within the Territorial Limits during the **Period of Takaful** in connection with the **Business** of the Participant.

(B) All costs and expenses of litigation:

1. recovered by any claimant against the Participant; and/or
2. incurred with the written consent of **the Company**
in respect of a claim against the Participant for **Damages** or compensation occurring during the **Period of Takaful** in connection with the **Business** of the Participant.

Provided that the total amount payable by **the Company** under A and B shall not exceed the sum stated in the **Schedule** during the **Period of Takaful**.

For the purpose of this benefit

"Bodily injury" shall mean injury, illness or disease including death resulting therefrom accidentally sustained by any person by reason of the Participant's operation.

"**Loss of or Damage to Property**" shall mean physical destruction of or **Loss** of tangible **Property** including all resulting **Loss** of use of that **Property**.

SPECIAL EXCLUSIONS FOR SECTION 13
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The Company will not indemnify the Participant against:

1. Liability in respect of bodily injury or **Property Damage** arising out of deliberate, wilful or intentional non-compliance with any statutory provisions or disregard of the Participant's technical or administrative management instructions relating to safety and prevention of accidents.
2. Bodily injury or **Property Damage** arising out of liability assumed by the Participant under agreement unless such liability would have attached in the absence of such agreement.
3. Injury to any Employee or any claim arising under any Workmen's Compensation Law.
4. Bodily injury or **Property Damage** caused by or in connection with or arising from the ownership, possession or use by or on behalf of the Participant of any trailer or motor vehicle for which compulsory motor liability **Takaful/insurance** is required to be taken. However, this exclusion does not apply to liability in respect of the loading, unloading or collection of goods on to or from such trailer or motor vehicle outside the limit of any carriageway or thoroughfare.
5. Liability in respect of Bodily injury or **Property Damage** arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to the Participant.
6. Liability in respect of bodily injury or **Property Damage** arising out of the transportation of materials and/or hazardous/dangerous/noxious substances outside the Participant's **Premises**.
7. Liability in respect of Bodily injury **Property Damage** arising out of the rendering of or failure to render any service of a professional nature, including but not limited to, the rendering of or failure to render:
 - (i) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith;
 - (ii) any service or treatment intended to be conducive to health;
 - (iii) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (iv) professional services by architects, engineers, accountants, surveyors, lawyers, **Takaful/insurance** agents or brokers; or
 - (v) data processing service.

8. Liability in respect of Bodily injury or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants, or any **Loss**, cost or expense arising out of any direction of request, whether governmental or otherwise, that the Participant evaluate, test, monitor, clean up, remove, control, contain, treat, de-toxify or neutralize pollutants.
9. Any liability arising out of all personal injuries such as libel, slander, defamation, false arrest, wrongful eviction, wrongful detention, any mental injury, anguish or shock resulting therefrom.
10. Any liability in respect of fines, penalties, punitive **Damages**, exemplary **Damages**, treble **Damages** or any other **Damages** resulting from the multiplication of compensatory **Damages**.
11. Any liability arising out of Products sold or supplied except for food and drink supplied by the Participant in canteens and sports and social clubs provided by the Participant for use of Employees.
12. **Property Damage** to:
 - (i) any structure or land due or alleged to be caused by or due to vibration or to the withdrawal or weakening of support.
 - (ii) **Property** owned leased rented or occupied by the Participant.
 - (iii) **Property** held in trust by or in the custody or control of the Participant other than **Premises** at which the Participant is undertaking work in connection with the **Business**.
 - (iv) that part of any **Property** worked upon by the Participant or any person acting on behalf of the Participant which arises out of such work.
13. Any liability of contractors and/or sub-contractors and/or their employees, with or without the knowledge and/or consent of the Participant, unless in prior agreement between the Participant and **the Company** and specifically included or endorsed herein.

SPECIAL CONDITIONS FOR SECTION 13

1. **The Company** may examine the Participant's books and records in so far as they relate to this benefit at any time until three (3) years after expiry of this Certificate or one (1) year after the final settlement of all claims arising under this Certificate, whichever is the later. **The Company** may also at any time make an inspection or survey of the **Business** without undertaking any responsibility to do so or as a consequence thereof.
2. The total amount payable by **the Company** for **Damages** or compensation and claimant's costs and expenses in respect of:
 - (i) one claim or all claims of a series (whether arising in one **Period of Takaful** or not) consequent upon or attributable to one source of original cause
 - (ii) any one **Period of Takaful** for all claims shall not exceed the **Limit of Indemnity** irrespective of the number of the parties entitled to indemnity under this Certificate.

DEFINITION OF PARTICIPANT

The indemnity provided hereunder also extends to protect:

- (i) where the Participant is an individual, the Participant and the Participant's spouse, but only with respect to the conduct of the Participant's **Business**.
- (ii) where the Participant is a partnership or joint venture, the Participant's member, partners in the Participant, partnership or joint venture, and their spouses but only with respect to the conduct of the Participant's **Business**, or
- (iii) where the Participant is an organisation other than a partnership or joint venture, the Participant's executive officers and directors but only with respect to their duties as the Participant's officers or directors. The Participant's stockholders are also protected but only with respect to their liability as stockholders.

Provided however that such persons or parties shall observe, fulfil and be subject to the terms conditions and exclusions of this Certificate as though they were the Participant.

CLAUSES APPLICABLE FOR SECTION 13

C011 LIFT, ESCALATORS, HOIST, CRANES AND UNREGISTERED VEHICLES

It is agreed that this Certificate is limited to indemnify the Participant only in respect of liability for injury or **Loss** resulting from operation of lift, cranes, elevator, escalator or hoist.

Provided always and it is a condition of the Certificate that each lift, cranes, elevator, escalator or hoist shall be regularly inspected and maintained at intervals of not less than three months by a competent firm of lift engineers.

C015 DEMONSTRATION AND EXHIBITION EXTENSION

It is hereby declared and agreed that the indemnity expressed in this Certificate is extended to include Participant's legal liability in respect of accidental bodily injury to any person or accidental **Loss** or **Damage to Property** happening whilst the Participant is holding demonstration and/or exhibition of their products at demonstration and exhibition sites anywhere within the Territorial Limits.

C016 FALSE ARREST

It is hereby declared and agreed that the meaning of the words bodily injury will include false arrest, false imprisonment, wrongful eviction, assault, battery, wrongful detention prosecution and humiliation provided such act are not wilful.

C017 GUEST'S EFFECTS EXTENSION CLAUSE (Limit RM250.00)

It is hereby declared and agreed that this Certificate extends to cover legal liability of the Participant in respect of **Loss** or **Damage** to the personal effects of the Participant's guests occurring at the place or places which this Certificate applies. The amount of Indemnity under this extension is limited to RM250.00 in respect of any one event.

C018 INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE

If any claims is made upon any Directors and/or Executives of the Participant and the claim is such that if made upon the Participant, the Participant would be entitled to indemnity under this Certificate, **the Company** will in the terms of and subject to the limitations of this Certificate indemnify the said Director and/or Executive of the Participant in respect of such claim.

Provided that:

- (a) such Director and/or Executive is not entitled to indemnity under any other certificate or insurance; or
- (b) the extension by this clause shall not apply to or include liability in respect of injury to any person under a contract or service of apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment of service with the Director and/or Executive.

C019 NON-OWNED VEHICLE LIABILITY CLAUSE

It is hereby declared and agreed that this Certificate is extended to cover the Participant's legal liability as within defined arising:

- (i) out of the use of any vehicle not owned by hired or by lease to the Participant but used on the Participant's **Business**;
- (ii) out of use of any vehicle hired or leased by any of the Participant's employees on the Participant's **Business**.

Provided always there is no other **Takaful** in force such liability at the time of claim.

C002 FIRE AND EXPLOSION

It is hereby declared and agreed that this Certificate extends to cover legal liability of the Participant in respect of bodily injury illness or **Property Damage** as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel apparatus designed to operate under steam pressure) provided that the participant shall have taken reasonable precautions to comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.

C020 PROPERTY OWNER DEFECT LIABILITY CLAUSE

It is hereby agreed that **the Company** will indemnify the Participant in respect of bodily injury to illness of any person, **Loss** of or **Damage to Property** happening in connection with or caused by any defect in the building, ways and works at aforesaid **Premises**.

C021 VEHICLE NOT LICENSED FOR PUBLIC ROAD USE

It is hereby declared and agreed that this Certificate extends to cover liability of Participant in respect of bodily injury, **Loss** of or **Damage to Property** arising from vehicle/plant and machinery not licensed for public road use.

C024 FIRST AID FACILITIES CLAUSE

It is agreed that this Certificate shall extend to cover legal liability of the Participant arising out of provision by the coverage of first aid facilities but excluding any act of negligence, omission or

neglect of any duly qualified member of the medical profession or any employee or voluntary worker or any hospital or ambulance organization.

C033 TENANT'S LIABILITY CLAUSE

It is hereby declared and agreed that the indemnity granted by this Certificate shall extend to cover the Participant's legal liability to their tenant in respect of accidental bodily injury or **Loss** or **Damage** to their tenant's **Property** kept within the Participant's **Premises** due to any negligence, omission or default of the Participant or their employees.

C040 SPORTS AND SOCIAL ACTIVITIES CLAUSE

The Participant shall include the committee and members of any social or sports club operate for the benefit of the Participants employee.

C043 DEFECTIVE SANITARY ARRANGEMENT EXTENSION

Notwithstanding anything contained herein to the contrary the indemnity granted by this Certificate extends to cover the Participant against all sums for which the Participant shall become legally liable consequent upon accidental death or accidental bodily injury or illness or accidental **Damage** to **Property** as defined in this Certificate caused through defective drains, sewers or sanitary arrangements, provided it is caused by a sudden unexpected and unintended happening during the period of this **Takaful**.

Provided that the **Company Limit of Liability** shall not exceed the **Limit of Liability** stated in the **Schedule** during the **Period of Takaful**.

C044 SIGNBOARDS/NEON CLAUSE

It is hereby declared and agreed that this Certificate is extended to cover all sums which the Participant shall become legally liable to pay as compensation to Third Parties as a result of accidental death or accidental bodily injury or accidental **Damage** to **Property** caused on or in or about the **Premises** specified in the **Schedule** by or through the Participant's Sign Board/Neon signs fixed at the Participant's **Premises**.

Provided that this extension does not cover any claims arising as a direct result of erection, alteration, dismantling or similar work being carried out on the Sign Board/Neon Board.

C045 PLANT AND MACHINERY CLAUSE

It is hereby declared that this Certificate shall extend to include liability for accidental death or accidental bodily injury or accidental **Damage** to **Property** as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the Participant of any plant and machinery excluding liability under any legislation governing the use of motor vehicles.

C046 USE OF FIREARM CLAUSE

It is hereby declared and agreed that the coverage under this Certificate is extended to include the use of the Firearm by authorised employees (in so far as no liability exists on the part of the police and/or Government Authorities).

C050 FOOD AND DRINK CLAUSE

It is hereby declared and agreed that the indemnity granted by this Certificate applies to the Participant's legal liability for bodily injury including illness caused by or attributable to food and drinks sold or supplied or provided by the Participant.

It is further declared that:

- (a) the indemnity granted by this **Endorsement** shall not apply to any claim for injury or disease fatal or otherwise sustained or contracted by any animal
- (b) the liability of the Company under this **Endorsement** is limited in any one **Period of Takaful** to the amount of the **Limit of Liability** stated in the **Schedule** of the Certificate.

C051 CAR PARK LIABILITY CLAUSE

The cover granted by this Certificate extends to cover the Participant's legal liability in respect of **Loss** of or **Damage** to any motor vehicle and or to any contents of or accessories on such vehicle provided such vehicle are locked and properly secured, owned by or in the charge of guest or visitors whilst such vehicle are garaged or parked in or on the Participant's **Premises**.

Provided that the indemnity granted by this extension does not apply in respect of:

- (a) any liability in connection with any vehicle belonging to the Participant or used by or on behalf of the Participant independently of this operation as a park owner operator,

- (b) any liability arising directly or indirectly out of or caused by in connection with the servicing, repairing and/or maintenance of any vehicle Provided further that the Participant shall not be entitled to indemnity by virtue of this **Endorsement** if the Participant is entitled to indemnity under any other Certificate.

C066 PRIVATE WORKS FOR DIRECTORS OR EXECUTIVES CLAUSE

The cover granted by this Certificate extends to indemnify the Participant's Director(s) or Executive(s) in respect of the employment or engagement or private duties carried out by any of the employee(s) of the Participant for such Director(s) or Executive(s).

Provided that:

- (a) such Director or Executive is not entitled to indemnity under any other Certificate or Certificates;
- (b) the extension by this **Endorsement** shall not apply to or include liability in respect of injury to any person under a contract of services or apprenticeship with the Director and/or Executive where the injury arises out of the course of such person's employment or service with the Director and/or Executive;
- (c) such Director and/or Executive shall as though he was the Participant observe, fulfil and be subject to terms, exclusions, exceptions limits and conditions of this Certificate so far as they can apply;
- (d) the extension by this **Endorsement** shall not operate to increase **the Company's** liability as set forth in the **Schedule** under the heading of **Limit of Indemnity** beyond the amount or amounts for which **the Company** would be liable if the Certificate were not so extended;

C080 STRIKE, RIOT AND CIVIL COMMOTION

Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that this Certificate extends to cover third party bodily injury and **Property Damage** directly or indirectly caused by strike, riot and civil commotion.

C075 CONTINGENT INDEPENDENT CONTRACTORS AND SUBCONTRACTORS LIABILITY CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that this Certificate extends to cover legal liability of the Participant for death and bodily injury or **Loss** or **Damage to Property** arising from an accident as a result of the Participant's contingent liability arising out of work or operation by independent contractor or subcontractor engaged by the Participant in connection with the Participant's **Business**, subject to declaration to **the Company** within 30 days from the date of engaging the services of independent contractors or subcontractors.

Provided that if a claim so submitted is covered by any other more specific **Takaful** then this Certificate shall not cover the same except only as regards any **Excess** beyond the **Limit of Liability** covered by such more specific **Takaful**.

SECTION 14- PRODUCT LIABILITY

NOW THIS CERTIFICATE WITNESS THAT the Company will subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon indemnify the Participant against

1. All sums which the Participant shall become legally liable to pay as compensation in respect of:
 - 1.1 accidental death or bodily injury to or illness of any person
 - 1.2 accidental **Damage to Property** caused by anything harmful or defective in any product sold, supplied, repaired or treated by the Participant in connection with the **Business** carried on by the Participant based on the claim made against the Participant during the **Period of Takaful** and subject to the Territorial Limit Jurisdiction and Retroactive Date as state in the **Schedule**.
2. **The Company** will pay all costs, fees and expenses incurred with their written consent in the investigation defence or settlement of any claim made against the Participant and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have direct relevance to any claim made or which might be made against the Participant provided such claim or claims are the subject of indemnity by this Certificate.

PROVIDED that the liability of **the Company** for all compensation payable to any claimant or any number of claimants in respect of or arising out of any occurrences or in respect of arising out of any occurrences of a series consequent or attributable to one source of original cause happening during any one **Period of Takaful** shall not exceed the **Limit of Indemnity** specified in the **Schedule** for any one occurrence and for any one **Period of Takaful**.

For the purpose of determining the indemnity granted:

"Injury" means death, bodily injury, illness or disease of or to any person.

"Damage" means **Loss** of possession or control of or actual **Damage** to tangible **Property**.

"Product" means any tangible **Property** after it has left the custody or control of the Participant which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Participant, but shall not mean food and drink supplied by or on behalf of the Participant primarily to the Participant's employees as a staff benefit.

SPECIAL EXCEPTION FOR SECTION 14

The Company shall not be liable for: -

1. Death of or bodily injury to any person under a contract of service or apprenticeship with the Participant arising out of and in the course of such service or apprenticeship.
2. Any **Damage** to the Products including the cost and expenses of repairing, reconditioning, modification of replacing any of the Product or part thereof which is alleged to be defective.
3. The costs arising out of the recall of any Product or part thereof.
4. Any injury or **Damage** caused by the defective design of the Participant of the Products.
5. Products Guarantee
6. Marine Cargo Rejection
7. Any claim arising out of any infectious disease including AIDS, unless it can be proven that the disease is contacted solely and directly through a defect in the product covered under this Certificate.
8. Any claim arising out of deliberate, conscious or intentional disregard by the Participant's technical or administrative management of the need to take all reasonable steps to prevent claims.
9. Any **Loss** arising out of liquidated **Damage** clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties including any punitive or exemplary awards.
10. Any claim made against the Participant by reason of any negligence committed or alleged to have been committed prior to the Retroactive/Inception Date as stated in the **Schedule**. Provided always that in the event of any Injury or **Damage** arising from continuous or continual inhalation, ingestion or application of any substance and where the Participant and **the Company** cannot agree when the Injury or **Damage** occurred, then: -
 - (a) injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury.
 - (b) **Damage** shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.
11. Any **Loss** the circumstances of which were known to the Participant prior to the inception of this **Takaful**.
12. Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection Mutiny Military of Usurped Power Military or Popular Rising.
13. Any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofFor the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission.
14. Fines and any punitive awards.

SPECIAL CONDITIONS FOR SECTION 14

The Certificate **Schedule** and Conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Certificate or of the **Schedule** or of the Conditions shall bear the same meaning wherever it may appear.

1. The Participant shall give immediate notice to **the Company** of any accident or notification of claim and shall furnish to **the Company** such other particulars and information as **the Company** may require and shall notify or forward to **the Company** immediately on receipt of every letter writ

- summons and process and shall notify **the Company** in writing of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this Certificate.
2. The Participant shall not except at his own expense pay or agree to pay any money or make any admission of liability or repudiate or settle any claim without the previous written consent of **the Company** but **the Company** may if it so desire take over and conduct in the name of the Participant the defence or settlement of any claim or prosecute in the name of the Participant for its own benefits any claim or indemnity or **Damage** or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Participant shall give all such information as **the Company** may require.
 3. **The Company** may prior to or in the course of such proceedings or settlement in connection with any claim or series of claims pay to the Participant the **Limit of Indemnity** (after deducting therefrom any sum or sums already paid as compensation) or any less amount for which such claim or claims may be settle and thereupon **the Company** shall relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims.
 4. The Participant shall take all reasonable care to see that the Products sold or supplied by the Participant are sound and in proper order and fit for the purpose for which they are sold or supplied to prevent accidents to maintain their premised plant and everything used in the **Business** in proper repair and employ only competent employees and shall comply with all statutory obligations and regulations imposed by any authority. The Participant shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
 5. If at the time any claim is made under this Certificate, there is any other existing **Takaful/Insurance** effect by or the on behalf of the Participant covering the same risk **the Company** shall not be liable to contribute more than its rateable proportion of any payment in respect of such claim.
 6. The First **Contribution** is and each Renewal **Contribution** will be calculated on the statements and estimates furnished by the Participant. Within one month of the expiry of each Period of Indemnity the Participant shall furnish to **the Company** such information as **the Company** may require for such expired period. The **Contribution** for such period shall thereupon be adjusted by **the Company** and the difference be paid by or allowed to the Participant as the case may be subject to the Minimum **Contribution** stated in the **Schedule**.
 7. **The Company** cancel this Certificate at any time by giving 14 days notice by registered letter to the Participant at his last known address. In such event the Participant shall become entitled to the return of the proportionate part of the **Contribution** corresponding to the unexpired period of indemnity. By like notice to **the Company** the Participant may cancel this Certificate and in such event the Participant shall be entitled to a return of the proportionate part of the **Contribution** corresponding to the unexpired period of indemnity.
 8. The Participant shall give **the Company** immediate notice any alteration which materially effects the risks covered by this Certificate.
 9. The due observance of the terms provisions conditions and **Endorsements** of this Certificate by the Participant in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answer in the said **Proposal** shall be conditions precedent to any liability of **the Company** to make any payment under this Certificate.

CLAUSES APPLICABLE FOR SECTION 14

C002 WARRANTED NO CLAIM CLAUSE

It is hereby understood and agreed that this Certificate is subject to the fact that no claims (which includes any incidents) have been made against the product(s) since the said product(s) was introduced into the market.

If in the event that any such Losses or claims have occurred with the Participant's knowledge and continue to occur during the **Period of Takaful** which **We** are on cover and are lodged against us, then this **Takaful** is deemed null and void.

All other terms, conditions and exclusions, remain unaltered.

C003 TRADE AND ECONOMIC SANCTIONS ENDORSEMENT

This **Takaful** does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing **Takaful**, including, but not limited to, the payment of claims. All other terms and conditions of the Certificate remain unchanged.

C004 KNOWN CLAIMS & CIRCUMSTANCES EXCLUSION

It is hereby understood and agreed that this Certificate excludes any fact, circumstances, act or omission which may give rise to a claim and of which the Participant(s) are aware prior to the inception of this Certificate.

Nothing herein shall vary, alter or extend any provision or condition of the Certificate other than as above stated.

C005 USA DOMICILED OPERATIONS EXCLUSION

This Certificate Coverage excludes any USA domiciled operations. USA domiciled operations means all operations registered in the USA other than a representative office.

C006 WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this certificate or any **Endorsements** thereto, it is agreed that this Certificate exclude Losses, **Damage**, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any consequence to the **Loss**:

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

For the purpose of this exclusion, an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, committed for political, religious, ideological or similar purpose including the intention to influence government and/or to put the public, or any section of the public in fear.

Losses, **Damages**, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and (b) above are also excluded.

If **the Company** allege that by reason of this exclusion, any **Loss, Damage**, cost or expenses is not covered by this certificate, the burden of proving to the contrary shall be upon the Participant. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

C007 ELECTROMAGNETIC FIELD EXCLUSION (EMF)

It is agreed and understood that this Certificate shall not apply to, and **the Company** shall have no liability hereunder to the Participant in respect of personal injury, **Property Damage** or any diminution in the value of the **Property**, or advertising liability arising out of, or alleged to arise out of, exposure to any electric, magnetic and/or electromagnetic field or any frequency, whether the same be caused or allegedly caused by the Participant's power lines or otherwise.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions, or limitations of the Certificate, except as expressly stated herein.

C008 PRODUCTS NON-EFFICACY EXCLUSION

This Certificate does not apply to Bodily Injury or **Property Damage** resulting from the failure of the Participant's products or work completed by or for the Participant to perform the function or serve the purpose intended by the Participant, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by the Participant.

Nothing herein contained shall be held to vary, alter, waive or change any of the **Takaful** agreements, exclusions, conditions or declarations of this Certificate, except as herein above set forth.

C009 RETROACTIVE COVER

Notwithstanding anything contained herein to the contrary, if a retroactive date is specified in the **Schedule** either with or without additional **Contribution**, **the Company** agree to indemnify the Participant for the sums which the Participant becomes legally liable to pay as **Damages** for bodily injury or **Property Damage** (as well as the legal costs and expenses in connection therewith) caused by anything harmful or defective in any product sold, supplied, repaired or treated by the participant in connection with the **Business** carried on by Participant based on claims first made in writing against the Participant during the Period of Cover as a result of an occurrence which happened in the Territorial Limit on or after the said Retroactive Date.

SECTION 15- GOODS IN TRANSIT

The Company hereby agrees to cover against **Loss, Damage**, liability or expense in the manner hereinafter provided. This Certificate and the **Schedule** shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Certificate or **Schedule** shall bear such specific meaning wherever it may appear. This Certificate is subject to English Law and practice in so far as it does not contravene with any Shariah principles.

Notwithstanding anything contained herein to the contrary, the liability under this Certificate in respect of any destruction or **Damage** to the subject matter of this Certificate shall not exceed its rateable proportion having regard to other **Takaful**/insurance, whether in Marine or Fire and whether or not such other **Takaful**/insurance are exempted from contributing either by the existence of this Certificate or any other.

CLAUSES APPLICABLE FOR SECTION 15

C030 INLAND TRANSIT (ALL RISK) CLAUSE

Warranted held covered against All Risks of **Loss** and/or **Damage** irrespective of percentage whilst in transit by road and/or rail and/or river, canal or inland waterway including transit by craft and/or ferry across the Straits of Johore or from the Island of Penang to the Mainland.

The transit Clause attaches from the time goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

- 1.1 on delivery to the Consignees or other final warehouse or place of storage at the destination named herein,
 - 1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Participant elect to use either:
 - (i) for storage other than in the ordinary course of transit
 - (ii) for allocation or distribution or
 - 1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby covered from the overseas vessel at the final port of discharge whichever shall first occur.
- Excluding:
- 1.4 **Loss, Damage** or expense caused by or arising out of inherent vice of the nature of the **Property** covered or from **Loss** of market.
 - 1.5 **Loss** or **Damage** arising out/of mechanical derangement unless caused by the collision and/or overturning and/or derailment and/or stranding and/or burning and/or sinking of the conveyance.
 - 1.6 **Loss** or **Damage** arising from or in consequence of hostilities or warlike operations (whether war be declared or not), civil war, revolution, rebellion, insurrection, civil strife arising therefrom or hijack.
 - 1.7. **Loss** or **Damage** caused by strikers, locked out workmen or persons taking part in labour disturbance, riot or civil commotion.

Warranted free from liability for **Loss** or **Damage** to goods whilst in the custody or care of any carrier or other bailee who may be liable for such **Loss** or **Damage** but only to the extent of such carrier's bailee's liability.

C047 INSTITUTE CYBER ATTACK EXCLUSION CLAUSE - 10/11/2003

- 1.1 Subject only to clause 1.2 below, in no case shall this **Takaful** cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to buy or arising from the used or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on certificates covering risks or war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude Losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

C085 LOADING AND UNLOADING CLAUSE

The transit clause incorporated in the Institute Clause is extended to include the subject matter covered during loading and unloading.

Cover under this clause attaches at the time the goods are lifted from ground or loading dock immediately adjacent to the conveyance, continues during the ordinary course of transit as per institute clause herein and terminates once the goods have been lifted from the conveyance and placed on the ground immediately adjacent hereto.

Provided however that if the goods are not unloaded at the destination as per duration clause of institute clause herein cover under this clause ceases. In order to recover under this clause the participant must have an insurable interest in the subject matter covered at the time of **Loss**.

C148 INFORMATION TECHNOLOGY HAZARDS CLAUSE

Losses otherwise recoverable under this Open Cover arising, directly or indirectly, out of:

1.1. **Loss** or **Damage** to, or

1.2. a reduction or alteration in the functionality or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment whether the **Property** of the certificate holder of the reinsured or not, shall not be aggregated.

If such Losses are caused directly by one or more of the following physical perils, namely theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow, then this clause shall not prevent the aggregation of Losses if otherwise permitted under the terms of this Open Cover if they are caused by any such peril(s).

A Joint Committee of the IUA and LUA.

C162 INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03

This clause shall be paramount and shall override anything contained in this **Takaful** inconsistent therewith. In no case shall this **Takaful** cover **Loss Damage** liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

C163 INSTITUTE REPLACEMENT CLAUSE 2008

In the event of **Loss** of or **Damage** to any part(s) of a covered machine or other manufactured item consisting of more than one part caused by a peril covered by this **Takaful**, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs.

Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the covered machine or manufactured item is included in the amount covered. The total liability of **the Company** shall in no event exceed the amount covered of the machine or manufactured item.

CL372
01/12/2008

C164 TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

This clause shall be paramount and shall override anything contained in this Takaful inconsistent therewith.

1.1 Notwithstanding any provision to the contrary contained in the contract of **Takaful** or the Clauses referred to therein, it is agreed that in so far as the contract of **Takaful** covers **Loss** of or **Damage** to the subject-matter covered caused by

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter covered being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1.1 as per the transit clauses contained within the contract of **Takaful**,
 - or**
 - 1.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of **Takaful**,
 - 1.1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of **Takaful**, which the Participant or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 1.1.4 when the Participant or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,
 - or**
 - 1.1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter covered from the overseas vessel at the final port of discharge,
 - 1.1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter covered from the aircraft at the final place of discharge,
- whichever shall first occur.**
- 1.2. If the contract of **Takaful** or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056

01/01/2009

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH THE COMPANY MAY BE LIABLE

CLAIMS NOTIFICATION

In the event of **Loss** or **Damage** for which **the Company** may be liable under this Certificate, immediate notice must be given to **the Company**.

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Participant and their agents in all cases, to take such measures as may be reasonable for the purpose of averting or minimising **Loss** and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. In particular, the Participant or their agents are required:

1. To claim immediately on the carriers, Port Authorities or other bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful conditions.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by the responsible officer. If the container is delivered **Damaged** or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by carriers' or other bailees' representatives if any **Loss** or **Damage** be apparent and claim on the carriers or other bailees for any actual **Loss** or **Damage** found at such survey.
5. To give notice in writing to the carriers or other bailees within three (3) days of delivery if the **Loss** or **Damage** was not apparent at the time of taking delivery.

(Goods should be unpacked and inspected as soon as possible to discover concealed **Damage**.)

Note: The consignees or their agents are recommended to make themselves familiar with the regulation of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Participant or the agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original Certificate or Certificate of **Takaful**.
2. Original or copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of **Loss** or **Damage**.
5. Landing account and weight notes at final destination.
6. Exchange of correspondence with the carriers and other parties regarding their liability for the **Loss** or **Damage**.

NOTICE OF LOSS CLAUSE

The Participant or holder of this certificate is requested not to sign any Average Bond or to pay any deposit on account of General Average without communicating with **the Company's** representatives.

In the event of **Damage** to, or **Loss** of the interest covered under this Certificate, no claim will be admitted by **the Company** unless prompt notice is given to the Survey Agent named in the **Schedule**.

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

ADDITIONAL CONDITIONS**1. DISTRIBUTION OF SURPLUS**

- a. Any distributable surplus arising from the **GTF**, as determined by **Us**, will be allocated as follows:
 - i. At least fifty percent (50%) of the distributable surplus will be distributed to eligible participants based on **Hibah**; and
 - ii. The remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**.
- b. **Your** entitlement to the distributable surplus is subject to the following terms and conditions:
 - i. no claim has been made during the current **Period of Takaful**; and
 - ii. no benefit has been received during the current **Period of Takaful**.
- c. The distributable surplus amount will be paid directly to **Your** bank account and only payable/claimable up to six (6) months from the declaration date. Thereafter, **You** are agreeable to waive **Your** entitlement and such amount will be credited to the **GTF** by **Us**. The distributable surplus is not guaranteed and will be based on the actual claims experience and fund performance.

2. WAKALAH FEE

The **Wakalah** fee chargeable under this Certificate is fifty percent (50%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

3. TREATMENT OF SMALL PAYMENT AMOUNTS

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

ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

1. ENQUIRIES /COMPLAINTS HANDLING

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

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)],
27th Floor, Annexe Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
P.O. Box 11483,
50746 Kuala Lumpur
Tel: 1-300 88 252 385
Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: www.takaful-malaysia.com.my/en

2. AVENUE OF CLAIM APPEAL

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

In the event that the Participant is not satisfied with the final decision with regard to his/her appeal, the Participant may refer the case either to the Financial Markets Ombudsman Service (FMOS) or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **the Company's** decision.

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

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

BNM Laman Informasi Nasihat dan Khidmat (BNMLINK)

Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465 (LINK)
Fax: 03-2174 1515
Webform Address: bnmlink.bnm.gov.my