

HOUSEOWNER / HOUSEHOLDER TAKAFUL CERTIFICATE

WHEREAS the Participant by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **ETIQA TAKAFUL BERHAD** (hereinafter called the "Company") for the Takaful cover hereinafter contained and has paid or agreed to pay the Contribution as consideration for such Takaful.

NOW THIS CERTIFICATE WITNESSETH that in respect of events occurring during the Period of Takaful and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate):

THE COMPANY will by payment or at its option by reinstatement or repair **INDEMNIFY** the Participant against loss or damage to the property covered caused by any of the undermentioned Perils:

PERILS

1. **FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE.**
2. **EXPLOSION.**
3. **AIRCRAFT** and other aerial devices and/or articles dropped therefrom.
4. **IMPACT** with any of the buildings by any road vehicles or animals not belonging to or under the control of the Participant or any member of his family.
5. **BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES** excluding:
 - a) in respect of each and every loss the amount stated in the **LIMITS OF LIABILITY**.
 - b) destruction or damage occurring while the Private Dwelling House is left untenanted.
6. **THEFT** but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.

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

7. **HURRICANE, CYCLONE, TYPHOON, WINDSTORM** subject to the following Excess Clause.
8. **EARTHQUAKE, VOLCANIC ERUPTION** subject to the following Excess Clause.
9. **FLOOD** but excluding loss or damage caused by subsidence or landslip; subject to the following Excess Clause.

EXCESS CLAUSE

As regards loss or damage (other than by fire) to the Buildings of the Private Dwelling House but not the Contents directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the **LIMITS OF LIABILITY**. This Clause shall separately apply to:

- i) each building, for which purposes all covered buildings at the same premises specified in the Schedule address will be regarded as one building.
- ii) each incident giving rise to such loss or damage and 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 only thereafter shall the Clause apply afresh.

SECTION I - BUILDINGS

The Company will indemnify the Participant against loss or damage caused by any of the abovementioned Perils to the Buildings of the Private Dwelling House which expression shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises including fixtures and fittings therein and the walls, gates and fences around and pertaining thereto.

In the case of Policies issued to cover the buildings of blocks of flats the reference in this Certificate to 'Private Dwelling House' shall be deemed to mean the Private Flat or Apartment.

SECTION II - CONTENTS:

A. LOSS OR DAMAGE TO CONTENTS

The Company will indemnify the Participant against loss or damage caused by any of the abovementioned Perils to the Contents which expression shall include household goods and personal effects of every description (except as aftermentioned) being the property of the Participant or any member of his family normally residing with him whilst contained in the Private Dwelling which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Schedule.

Provided that:

- a) No part of the structure or ceiling, wallpapers or the like is covered under this Section.
- b) No one article (furniture, pianos, organs, household appliances, radios, television sets, video recorder sets, Hi-Fi equipment and the like excepted) shall be deemed of greater value than five (5) percent of the Total Sum Covered on Contents unless such article is specially declared as a separate item.
- c) The total value of platinum, gold and silver articles, jewellery and furs shall be deemed not to exceed one-third of the Total Sum Covered on Contents.
- d) This Section does not cover property more specifically covered, or, unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles and accessories or livestock.
- e) This Section does not cover loss or damage to contents due to theft by the Participant domestic servants or any member of the Participant's family or household.

B. PROPERTY TEMPORARILY REMOVED

This Section extends, except as regards property removed for sale or exhibition or to furniture depositories and subject in every case to the Terms of this Certificate, to cover the same whilst temporarily removed from the Private Dwelling but remaining in the Geographical Area, against all the Perils but excluding Perils 7, 8 and 9 as regards property in transit or on the person, if and so far as such property is not otherwise covered. The liability of the Company under this extension will be limited to 15% of the Total Sum Covered on Contents.

C. DAMAGE TO MIRRORS

The Company will indemnify the Participant against loss or damage to mirrors, other than hand mirrors, by breakage thereof whilst in the Private Dwelling. The liability of the Company under this extension is limited to RM500.00 per piece any one incident.

- D. COMPENSATION FOR DEATH OF THE PARTICIPANT** In the event of fatal injury to the Participant occurring in the Private Dwelling House occasioned by outward and visible violence caused by thieves or by Fire, the Company will pay the sum specified in the LIMIT OF LIABILITY or one half of the Total Sum Covered on Contents whichever should be the less provided death ensues within three (3) calendar months of such injury.
- It is hereby declared and agreed that if there is more than one (1) Participant named under the Certificate, each of the within-named Participant shall for the purposes of this Takaful, be deemed to be covered against fatal injury as herein provided and the Company shall be liable only for a pro-rate proportion of the compensation which otherwise would be payable.
- It is also declared and agreed that if the Certificate is issued to a Corporate Participant, all benefits under this Section shall be deleted unless the Participant so nominate a person or persons by Endorsement hereon.
- Provided always the liability of the Company under this Section during any one Period of Takaful is limited to the sum specified in the Schedule or one-half of the Total Sum Covered on Contents as aforementioned.
- E. SERVANTS' PROPERTY** The Company will grant indemnity through the Participant for loss or damage caused by any of the Perils to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the Participant's domestic servants, if and so far as such property is not otherwise covered, whilst in the Private Dwelling or any private dwelling, boarding house, lodging house, hotel or inn within the Geographical Area in which such servants are residing with the Participant or any member of his family normally residing with him.

SECTION III – OTHER CONTINGENCIES:

- A. LOSS OF RENT** The Company will indemnify the Participant for the undermentioned loss actually incurred by the Participant in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Covered on Buildings and/or Contents :
- as the Owner but not Occupier of the premises, the loss of rent; and/or
 - as the Occupier of the premises, reasonable additional expense necessarily incurred by him at a hotel, lodging house or boarding house.
- The total amount recoverable under this Section shall be in addition to the Total Sum Covered on Buildings and/or Contents, whichever Section applicable.
- B. LIABILITY TO THE PUBLIC** The Company will indemnify the Participant against all sums for which the Participant may be held legally liable :
- Applicable when Section I - Buildings is covered**
As owner of the Private Dwelling House in respect of accidents caused by a defect in the Buildings of the Private Dwelling House or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.
 - Applicable when Section II - Contents is covered**
As a private householder occupying the Private Dwelling House in respect of accidents in or about the Private Dwelling House.

Occurring during the Period of Takaful and resulting in :

- Bodily injury to any person not being a member of the Participant's family or household nor at the time of sustaining such injury engaged in the Participant's service.
- Damage to property not belonging to or in the charge of or under the control of the Participant or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Participant in respect of:

- Legal costs and expenses recoverable from the Participant by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;
- Legal costs and expenses incurred by the Participant with the consent of the Company.
Provided also that the Company shall not in any case be liable hereunder in respect of:
 - Injury or damage arising out of or incidental to:
 - the Participant's profession or business, or
 - the ownership, possession or use by or on behalf of the Participant of any lift, vehicle, vessel or craft of any kind.
 - the carrying out of alterations, additions, repairs or decorations to the Participant's covered premises.
 - Liability arising out of any contract of indemnity which imposes upon the Participant liability which the Participant would not otherwise have been under.

In the event of the death of the Participant the Company will in respect of the liability incurred by the Participant indemnify the Participant's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Participant observe, fulfill and be subject to the Terms of this Certificate so far as they can apply.

This Section shall not apply to any part of the Private Dwelling House used in connection with the profession of the Participant whilst that part of the Private Dwelling House is being so used.

For the purposes of this Section the expression "the Participant" shall be deemed to include the husband or wife of the Participant.

GENERAL EXCEPTIONS: This Certificate does not cover:

EXCLUDED PERILS

- Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:
 - War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - 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.
 - any act of terrorism:

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

As regards Section I, IIA, IIB, IIC, IIE and IIIA hereof:

Any loss, damage or other contingency 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, damage or a contingency which is not covered by this Takaful, except to the extent that the Participant shall prove that such loss, damage or other contingency 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 General Exception any loss, damage or other contingency is not covered by this Takaful, the burden of proving that such loss, damage or other contingency is covered shall be upon the Participant.

**EXCLUDED
RISKS**

2. (i) (a) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any Public Municipal or Local Authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- (b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

CONSEQUENTIAL LOSS

- (ii) Loss, damage or other contingency 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. Solely for the purpose of this Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.

**EXTENDED
PERILS**

3. Consequential loss or damage of any kind whatsoever except as provided for in Section IIIA hereof.
4. As regards buildings only:
 - (a) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such Perils or to metal smoke stacks, awnings blinds, signs and other outdoor fixtures or fittings including gates and fences.
 - (b) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption.

GENERAL CONDITIONS:

- TAKAFUL CONTRACT** 1. This Certificate and the Schedule shall be read together as one Contract and any other word or expression to which a specific meaning has been attached in any part of this Certificate or the Schedule shall bear such specific meaning wherever it may appear.
- RIGHTS** 2. Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Participant. Further, the Company shall not be bound by any passing of the interest of the Participant otherwise than by death or operation of law unless and until the Company shall by Endorsement hereon declare the coverage to be continued.
- THIRD PARTY LIABILITY** 3. The extension of the Company's liability in respect of the property of any person other than the Participant shall give no right of claim hereunder to such person, the intention being that the Participant shall in all cases claim for and on behalf of such person and the receipt of the Participant shall in any case absolutely discharge the Company's liability hereunder.
4. The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section IIIB of this Certificate such paying guests, boarders and lodgers shall be deemed to be members of the Participant's household.
5. The Total Sum Covered declared by the Participant represents not less than the full value of the covered Buildings and/or Contents and the total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Takaful shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Covered specified in the Schedule, or such other sum or sums as may be substituted therefor by Memorandum hereon or attached hereto signed by or on behalf of the Company.
- AVERAGE** 6. If the property hereby covered shall, at the time of any loss, be collectively of greater value than the Sum Covered thereon, then the Participant shall be considered as being his own Takaful Operator for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this Condition.
- CONTRIBUTION** 7. If at the time of any loss, damage or liability covered by this Certificate there shall be any other Takaful/Insurance(s) covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
- OTHER TAKAFUL / INSURANCES** 8. The Participant shall give notice to the Company of any Takaful/Insurance(s) 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/Insurance(s) be stated in or endorsed on this Certificate by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Certificate in respect of the property so covered shall be forfeited.
- LOSS NOTIFICATION** 9. (a) The Participant shall on the happening of any loss or damage to the property covered give immediate notice thereof in writing to the Company and shall at his own expense within thirty (30) days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.
- (b) If the Company shall elect to reinstate any building the Participant shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.
- (c) The Participant shall on receiving notice of any accident or claim arising under Section IIIB give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Participant and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.
- (d) The Participant shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.
- RIGHT OF ENTRY / LEGAL PROCEEDINGS** 10. The Company shall be entitled:-
- (a) On the happening of any loss of or damage to the property covered to enter any building where the loss or damage has happened and to take and keep possession of the property covered and to deal with the salvage in a reasonable manner and this Certificate or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
- (b) To undertake in the name and on behalf of the Participant the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Participant to recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.
- FORFEITURE** 11. If any claim under this Certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit under this Certificate all benefits thereunder shall be forfeited.
- CANCELLATION** 12. The Company may by notice in writing to the Participant under registered letter to his last known address give seven (7) days notice of its intention to terminate the Certificate returning on demand a proportion of the contribution corresponding to the unexpired Period of Takaful with profit, if any. The Participant may likewise request to terminate the Certificate by giving notice to the Company at its Head Office, and the Company shall refund the proportion of the contribution corresponding to the unexpired Period of Takaful, with profit thereof, if any, provided that there has not been any claim made by the Participant during such Period of Takaful.
- ARBITRATION** 13. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two 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 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.
- DUTY OF CARE** 14. The Participant shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Participant is the owner of the Private Dwelling house, 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 injury, loss or damage as the circumstances may require and the Company shall not be liable for injury, 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.

**REINSTATEMENT LOSS
CLAUSE**

15. In the event of a loss, the Takaful hereunder shall be maintained in force for the full Sum Covered and the Participant shall be liable to pay an additional contribution at the rate stated on the Certificate calculated on the amount of loss on pro rata basis from the date of such loss to the expiry of the current Period of Takaful.

MARKET VALUE

16. In the event of a loss to the property covered herein, the Company shall pay the Participant value or the market value of the Participant's covered property, whichever is the lower subject to the deduction of any excess and amounts which the Participant is required to bear under the Certificate.

For the purpose of this Condition, the term 'Market Value' shall mean the value of the property covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the covered property shall for the purpose of this Condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation, of the covered property damaged or lost as it was at the time of the occurrence of such damage or loss.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the covered property, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act 1984 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 Adjuster licensed under the Takaful Act 1984 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.

**SHARE OF
SURPLUS**

17. The Surplus is determined at the end of each financial year after making deductions for wakalah fee (30%), payment of claims, Retakaful and provisions for reserves based on the guidelines laid down by the authorities. The Participant is entitled to have a share of the 50% of the Surplus reserved for distribution amongst participants after the expiry date of this Certificate provided the Participant has not cancelled this Certificate or made a claim prior to the expiry date stated in the Schedule.

LIMITS OF LIABILITY

1. The Company shall not be liable:
 - (a) Under Peril 5 for the first RM50.00
 - (b) under Perils 7, 8 and 9, as provided in the Excess Clause applying thereto, for the first one (1) per cent of the Total Sum Covered on Buildings or RM200.00 whichever shall be the less.
2. Limit of the amount of the Company's liability under Section IID: RM10,000 or one half of the Total Sum Covered on Contents whichever be the less.
3. Limit of the amount of the Company's liability under Section IIIB: RM50,000 any one accident or series of accidents constituting one occurrence in respect of Section I - Buildings and Section II - Contents, each section respectively.
4. Geographical Area: Malaysia

THE FOLLOWING WARRANTIES/CLAUSE/ENDORSEMENTS ARE APPLICABLE IF SPECIFIED IN THE SCHEDULE

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| W001 | RESTRICTION OF MERCHANDISE WARRANTY Warranty that during the currency of this Certificate no part of the premises described herein be used for the manufacture or deposit or storage of merchandise. |
| W02A | DETACHED BUILDING WARRANTY (5 METRES) Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least 5 metres on all sides from any other building (excluding small outhouses). |
| W02B | DETACHED BUILDING WARRANTY (6 METRES) Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least 6 metres on all sides from any other building (excluding small outhouses). |
| W02C | DETACHED BUILDING WARRANTY (10 METRES) Warranted that during the currency of this Certificate the building covered by this Certificate is detached by at least 10 metres on all sides from any other building (excluding small outhouses). |
| WCWE | CONTRIBUTION WARRANTY: It is fundamental and absolute special condition of this Contract of Takaful that the contribution due must be paid and received by Takaful Operator within sixty (60) days from the inception date of this Certificate / Endorsement / Renewal Certificate. If this condition is not complied with then this Contract of Takaful is automatically cancelled and the Takaful Operator shall be entitled to the pro rata contribution on the period they have been on risk. Where the contribution payable pursuant to this Warranty is received by an authorised agent of the Takaful Operator, the payment shall be deemed to be received by the Takaful Operator for the purpose of this Warranty and the onus of proving that the contribution payable was received by a person, including an agent, who was not authorised to receive such contribution shall lie on the Takaful Operator. Subject otherwise to the terms and conditions of this Certificate. |
| C006A | MORTGAGEE (CHARGE) CLAUSE I Loss, if any, payable to as Mortgagee (Chargee) as interest may appear in this Certificate, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act of 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 Takaful Operator of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (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 Takaful Operator 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 Takaful Operator 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 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). Note: When the interest is that of Chargee or Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor. |
| C015 | AUTOMATIC RENEWAL CLAUSE This Certificate is deemed to be automatically renewed and the appropriate contribution charged upon expiry unless otherwise instructed. |
| M004 | 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 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's covered 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: <ol style="list-style-type: none">1. correctly recognize any date as its true calendar date;2. Capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or3. 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 alter 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 any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any device, 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 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 or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same. Subject otherwise to the terms and conditions of the Certificate. |

RIOT, STRIKE AND MALICIOUS DAMAGE

In consideration of the payment by the Participant to the Company of an additional contribution, it is hereby declared that notwithstanding anything in the within written Certificate contained to the contrary, the coverage 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 General Exception 1 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Certificate contained to the contrary, the coverage 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 General Exception 1 of the Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all 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.

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

SPECIAL CONDITIONS

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

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

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

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

GENERAL EXCEPTION 2

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

If the property hereby covered shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Endorsement be collectively of greater value than the Sum Covered thereon, then the Participant shall be considered as being his own Takaful Operator for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition.

CONDITION 12

This Takaful may at any time be terminated by the Company on notice to that effect being given to the 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 cancelment. 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:

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 coverage granted by this extension and the Conditions of the Certificate shall apply in all respects to the Takaful coverage granted by the Certificate as if this Endorsement had not been made thereon.

THE SCHEDULE

PLEASE AFFIX THE SCHEDULE HERE

IMPORTANT NOTICE

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Participant who is not satisfied with the decision of the senior management of a Takaful Company, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Takaful Company and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Company may be sent to facilitate tracing the case file kept by the Takaful Company.

If the Mediator makes an award against a Takaful Company, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Company can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

FINANCIAL MEDIATION BUREAU (FMB)

Tingkat 25, No. 4
Jalan Sultan Sulaiman
50000 Kuala Lumpur.
Tel : 03 - 2272 2811
Fax : 03 - 2274 5752
Website : www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

Any Participant or claimant who is not satisfied with the conduct of the Takaful Company may write to CSB, giving details of the complaint, the name of Takaful Company and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Company may also be sent to facilitate tracing the case file kept by the Takaful Company.

The contact details are as follows:

The Manager

CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department
Bank Negara Malaysia (BNM)
P. O. Box 10922
50929 Kuala Lumpur
Tel : 03 - 2698 8044 Samb. 7646, 7793, 7466
Fax : 03 - 2691 2990

OUR COMMITMENT TO HIGH STANDARD OF CUSTOMER SERVICE

We do everything We can to ensure that You receive the high standard of service You expect. If we fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Feedback Centre, 19th Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.
Alternatively, you can fax your feedback to: **03-2710 2463**

