



Fire Certificate For The Takaful of Growing Trees

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 Participant's 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 Participant's 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 Takaful Operator. In the event of any pre-contractual misrepresentation made in relation to the Participant's 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 Takaful Operator.

THE COMPANY AGREES (subject to the Terms and Conditions contained herein or endorsed hereon) that if after payment of the contribution the Property Covered described in the Schedule or any part of such Property Covered be destroyed or damaged by fire or lightning whether accompanied by fire or not or any of the perils specified in the Schedule at any time during the Period of Takaful stated in the Schedule or during any further period for which the Company may accept payment for the renewal of this Certificate, the Company will pay or make good to the Participant the value of the Property Covered at the time of the happening of its terms and conditions of this Certificate. PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

Conditions

1. CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfillment of the terms, conditions and endorsements of this Certificate insofar as they relate to anything to be done or complied with by the Participant shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

2. MISDESCRIPTION

DUTY OF DISCLOSURE

The Participant has a duty to disclose any matter that the Participant knows to be relevant to the Takaful Operator'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 Takaful Operator immediately if at any time after the Participant's contract of takaful has been entered into, varied or renewed with the Takaful Operator any of the information given in the Proposal Form (or when the Participant applied for this takaful) is inaccurate or has changed.

3. CONTRIBUTION PAYMENT

No payment in respect of any 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.

4. CO-TAKAFUL / CO-TAKAFUL

The Participant shall give notice to the Company of any takaful(s) or insurance(s) already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given before the occurrence of any loss or damage, all benefits under this Certificate shall be forfeited.

5. SUM COVERED

The basis of determination of sum covered for this takaful shall be as set out in the Schedule. For this purpose mature trees shall be trees which are more than 3 years since planting (5 years in case of Rubber trees) and not more than 25 years since planting (30 years in case of Cocoa and Rubber trees). Trees which are younger shall be regarded as immature. Trees which are older shall not be covered under this Certificate.

6. COVERED TREES

The takaful under this Certificate shall apply only to the trees as specified in the Schedule grown on the estates of the Participant and all other trees are excluded from this takaful and shall not be taken into consideration in the adjustment of any loss payable under this takaful.

7. TREES EXCLUDED FROM TAKAFUL

This takaful does not cover trees which at the time of occurrence of the loss:

- i) are or have been attacked or damaged by white ants or other insect pests; or
- ii) are suffering from any fungous growth or other organic or constitutional diseases; or
- iii) have died for any reason except by operation of any of the covered perils during the currency of this Certificate; or
- iv) are or have been damaged or destroyed at any time by the use of any weed killers or insecticides or pesticides.

No claim for loss or damage to such trees shall be recoverable hereunder.

8. CONTROL OF UNDERGROWTH

It is warranted that at all times during the currency of this Certificate, the Participant shall take all reasonable steps to keep the ground comprising of the estates containing the trees hereby covered well maintained. Controlled forestry growths and/or cover crops are permitted without prejudice to this takaful provided that efficient control of all cover plants be maintained at all times.

9. MAINTENANCE OF FIRE BREAKS

All fire breaks shall be thoroughly cleaned and maintained at all times.

10. EXCLUDED PERILS

10.1 This takaful does not cover:-

- (a) Loss or damage occasioned by or through or in consequence of:
 - i) the burning of property by order of any public authority;
 - ii) subterranean fire and /or Peat fire;
 - iii) seepage and pollution caused by toxic chemicals or fumes;
- (b) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material;
- (c) 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 purposes of this Condition 10.1(c) combustion shall include any self-sustaining process of nuclear fission; and
- (d) Consequential loss or loss of earning of any kind.

10.2 This takaful does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence namely:-

- (a) Earthquake, volcanic eruption or other convulsion of nature;
- (b) Subsidence or landslide;
- (c) Flood or inundation unless specifically stated in the Schedule;

For this purpose, Flood shall be defined as 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 unexpected flow or accumulation of water; but excluding loss or damage caused by subsidence or landslip even where caused by Flood.

- (d) Windstorm unless specifically stated in the Schedule;
- (e) Damage by animals (domestic or wild) unless specifically stated in the Schedule;
- (f) Damage by mechanically driven vehicles and aircrafts;

- (g) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war;
- (h) Mutiny, 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; and
- (i) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any conversation;

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.

- (j) Riot, Strike and Malicious Damage

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 occurrence 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.

11. EXCLUSION OF FIRE DAMAGE CAUSED BY BURNING WITHIN ESTATE

This takaful does not cover loss or damage to growing trees hereby covered when such loss or damage is caused by or through or in consequence of the burning through human intervention, of undergrowth, pampas or jungle and/or clearing by fire of any of the land forming part of the estates containing the trees covered hereunder. However, if the fire originates outside the estates covered by this Certificate, the resulting loss or damage by spread of such fire to the trees covered hereunder will be payable in terms of this takaful.

12. EXCESS

The Participant shall first bear an amount specified in the Schedule on each and every loss caused by any covered peril after adjustments in terms of paragraphs 18 and 19 below and the Company shall only be liable for any amount in excess of the said first loss amount.

13. DEFINITION OF EACH AND EVERY LOSS

The words "each and every loss" shall mean the aggregate of all individual losses arising out of and directly occasioned by a single source of ignition for fire losses and include all losses arising out of the same fire until it is fully extinguished.

In case of windstorm, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operation of the said peril during a period of 72 consecutive hours. The Participant may choose the date and time when any such period of consecutive hours commences and if any peril is of greater duration, the Participant may divide that loss into two or more loss occurrences provided no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the Participant by that peril.

In case of other perils, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the operations of the said peril during a period of 24 consecutive hours and in case of flood will continue till ground surface is reasonably clear of water.

14. CLAIMS PROCEDURE

On the happening of any loss or damage the Participant shall forthwith give notice thereof to the Company, and shall within 15 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 or damage containing as particular an account as may be reasonably practicable of all the trees damaged or destroyed, and of the amount of the loss or damage therein 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) 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 damage, 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.

15. THE COMPANY'S RIGHTS

On the happening of any loss or damage to any of the property covered by this Certificate, the Company shall have access to any such property and freedom to examine the same. The Participant shall not deal with or dispose of the damaged property without the agreement of the Company. However, the Participant shall take all reasonable measures to avoid or minimise the loss.

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 an 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.

16. FRAUD

If the 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 any one acting on his behalf to obtain any benefit under this Certificate; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Participant; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or in the case of an arbitrator or umpire shall have made their award, all benefits under this Certificate shall be forfeited.

17. SUBROGATION

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 be required before or after his indemnification by the Company.

18. CONTRIBUTION

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.

19. DEFINITION OF EXTENT OF LOSS

In the event of a claim being admitted under this Certificate, the quantum of loss shall be derived by applying the loss settlement scale appended to this Certificate to the trees damaged or destroyed by the event. If the value of trees in the area damaged be more than the value mentioned in the Schedule for that area, the Participant shall be considered to be his own takaful operator / insurer for the difference and shall bear a rateable proportion of the loss accordingly.

20. TIME LIMITATION

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

21. CANCELLATION

This takaful may be terminated at any time by the Participant on notice to the Company in which case the Company will retain the customary short period rate for the time the takaful has been in force. However, no refund of contribution will be allowed, upon termination by the Participant, where a claim has occurred during the currency of this takaful.

This takaful may also be terminated at the option of the Company by sending 14 days' notice by registered letter 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.

22. CHANGE OF RISK

If the interest in the property covered passes from the Participant otherwise than by will or operation of law, the takaful ceases to attach 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.

23. ARBITRATION

If any difference arises as to the amount of any loss or damage, such difference shall independently of all 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 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 at the discretion of the arbitrator, arbitrators or umpire making the award. And it is 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.

The seat of arbitration shall be in Malaysia and the arbitration tribunal shall apply the laws of Malaysia as the proper law of this takaful.

24. NOTICE

Every notice and other communication to the Company required by these Conditions must be written or printed.

25. TAKAFUL AND SURPLUS DISTRIBUTION CLAUSE

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa Takaful Berhad (ETB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits ETB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and ETB to be paid a Wakalah Fee based on the following rates:

Commission (maximum)	:	15% of Contribution Management
Expenses (maximum)	:	25% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that ETB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit Malaysia Ten), the surplus is to be credited into a charity fund which will be utilized as 'amal jariah' on behalf of the Participant

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 an Takaful Company, may write to the "Mediator, Takaful 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 an 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)

Level 25, Main Block

Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Telephone Number: 03 2272 2811

Facsimile Number: 03 2272 1577

E-mail: enquiry@fmb.org.my

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:

Director

Jabatan LINK dan Pejabat Wilayah

Bank Negara Malaysia

P. O. Box 10922

50929 Kuala Lumpur

Telephone Number: 1 300 88 5465

Facsimile Number: 03 21741515

E-mail: bnmtelelink@bnm.gov.my

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, Customer Service

Level 4, Tower C, Dataran Maybank

No. 1, Jalan Maarof

59000 Kuala Lumpur, Malaysia

Telephone Number: 1300 13 8888 or +603 2780 4500

Facsimile Number: 03 2785 3093

E-mail: cmu@etiqa.com.my