

Burglary Takaful Certificate

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to Etiqa Takaful Berhad (hereinafter referred to as "the Company") for the Takaful cover in the terms hereinafter contained.

In consideration of the payment by the Participant of the Contribution as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees that if during any Period of Takaful :

- (a) Any of the property whilst within the premises shall be lost by Burglary or Housebreaking following entry or exit by forcible and violent means or
- (b) There shall occur any damage to the premises falling to be borne by the Participant consequent upon such Burglary or Housebreaking or any attempt thereat

The Company will pay or make good to the Participant :

- (a) Such loss to the extent of the market value at time of the loss (not including profit of any kind) and/or
- (b) The net cost of repairing such damage.

But not exceeding in respect of anyone item specified in the Schedule the sum covered thereon nor in respect of damage to the premises subject to limit as specified in the Schedule nor in the whole during any one Period of Takaful such Total Sum Covered.

Exclusions

The Company shall not be liable in respect of:

1. Loss of or damage to property more specifically covered or money, securities, coins, medals, stamps, stamp collections, jewellery, watches, furs, precious metals, precious stones or articles composed of any of them, documents, business books, manuscripts, curios, sculptures, rare books, plans, patterns, moulds, models or designs, tobacco, cigars or cigarettes, deeds, bonds, bills of exchange, promissory notes, livestock, stock or motor vehicles and accessories unless specially mentioned as covered hereunder in the Schedule.
2. Loss destruction or damage
 - (a) occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any servant of the Participant.
 - (b) to stained or plate glass or any decoration or lettering thereon.
 - (c) resulting from a safe or strong room being opened by a key obtained through its having been left on the premises whilst closed for business purposes.
 - (d) arising while the premises are in the occupation of a sub-tenant.
 - (e) occasioned by happening through or contributed to by volcanic eruption subterranean fire earthquake or other convulsion of nature.
3. 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 operation (whether war be declared or not) or civil war
 - (b) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, 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) 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

4. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear 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 exception combustion shall include any self-sustaining process of nuclear fission.

- (b) Any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Conditions

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 specific meaning wherever it may appear.

1. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Company No change in this Certificate shall be valid unless approved by an Authorised Representative of the Company and such approval be endorsed herein.
2. 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 anyone acting on his behalf to obtain any benefit under this Certificate or if books showing all purchases of goods or stock particulars of articles or goods manufactured and of goods or stock sold or otherwise disposed of shall not have been duly and correctly kept during the time the Participant has carried on the Business then this Certificate shall be void and all benefit there under shall be forfeited.
3. Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the covered property shall at time of any loss or damage 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 or damage accordingly.
4. On the happening of any event giving rise or likely to give rise to a claim under this Certificate coming to the notice of the Participant or of the Company's representative for the time being the Participant shall give immediate notice to the :-
 - (a) Police and render all reasonable assistance in tracing and recovering the property. 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.
 - (b) Company in writing the circumstances of the claim or not later than fifteen (15) days from the date of occurrence and within six (6) weeks after the happening of such event deliver to the Company a statement in writing all particulars and details reasonably practicable of the Property affected and the value thereof and of the loss destruction or damage.
5. The Participant shall exercise reasonable care in the selection and supervision of employees and shall take all reasonable precautions to safeguard the Property.
6. If at the time of the happening of any loss destruction or damage covered by this Certificate there shall be any other takaful or insurance covering the same risk whether effected by the Participant or not then the Company shall not be liable to pay more than their rateable proportion of the loss destruction or damage.
7. In the event of a claim being made against the Company under the Certificate:
 - (a) The Company may at any time at its own expense use all legal means in the name of the Participant for recovery of any of the property lost and the Participant shall give all reasonable assistance for that purpose.
 - (b) The Company shall be entitled to any property for the loss of which a claim is paid hereunder and the Participant shall execute all such assignments and assurances of such property as may be reasonably required but the Participant shall not be entitled to abandon any property to the company.
8. Immediately upon the happening of any loss destruction or damage the Total Sum Covered and the Sum Covered upon the various descriptions of Property which have been lost destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sum Covered shall be the limits of the Company's liability in respect of any further loss destruction or damage occurring during the current Period of Takaful unless the Company consent upon payment of additional contribution to reinstate the full Sum Covered.
9. This takaful shall cease to be in force if
 - (a) the Participant carries on any business at the Premises other than that stated in the Schedule.
 - (b) there be any other material change in the risk covered under this Certificate or any change in the facts stated in the Proposal.

- (c) the Property shall pass from the Participant to any person otherwise than by will or operation of law unless the Company shall by endorsement of this Certificate agrees to continue the takaful.
 - (d) the premises referred to in the Schedule of this Certificate shall be left uninhabited by day and night for a longer period than seven consecutive days and nights or for a period or periods exceeding in the whole thirty days and nights in any one Period of Takaful.
10. This certificate may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro-rata rate for the time the certificate has been in force. This certificate may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier 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.
 11. 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 (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 of 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 hereby expressly stipulated and declared that it shall be a condition precedent to any right or 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.
 12. The due observance and fulfillment of the Terms Conditions and Endorsements of this Certificate, in so far as they relate to anything to be done or complied with by the Participant, and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
 13. 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) 25% of Contribution
Management expenses 20% 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.

Clauses

The Following Clauses Are Applicable To This Certificate:

CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of takaful 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 contract 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 authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this Warranty and onus of proving that the contribution payable was received by a person, including a Takaful agent, who was not authorized to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

DATE RECOGNITION CLAUSE

It is noted and agreed that 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 or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 1. correctly recognize any date as its true calendar date:
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any 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 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 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.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Certificate shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a 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, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of 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.

THEFT BY DECEPTION 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 follows: "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 was 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' ".

CRIMINAL BREACH OF TRUST

The Company shall not be liable for 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 of Criminal Breach of Trust set out in the Penal Code. Criminal Breach of Trust as defined in the Penal Code is as follows:

"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 the discharge of such trust, or willfully suffers any other person so to do, commits 'Criminal Breach of Trust' ".

MARKET VALUE CLAUSE - applicable to non stock in trade or merchandise.

In the event of a loss or damage to the covered property which is not stock in trade or merchandise, the limit of indemnity 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 amount which the Participant is required to bear under the Certificate.

The term market value shall mean the value of the covered property 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 be determined by a valuation obtained by the Company from the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor of the cost of replacement or reinstatement of the covered property damaged or lost as its was at the time of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorized sole agent or agent, authorized broker or authorized distributor for the covered property, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act, 1984 and to be mutually appointed by both parties.

The valuation of the covered property by the manufacturer, authorized sole agent or agent, authorized broker or authorized distributor or Loss Adjuster licensed under the Takaful Act, 1984 shall be conclusive evidence in respect of the market value of the covered property in any legal proceedings against the Company.

EXCESS CLAUSE

It is hereby declared and agreed that the Company shall not be liable for the first AMOUNT AS SPECIFIED IN THE SCHEDULE in respect of each and every loss.

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 2174 1515
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