

*Please affix the Takaful Schedule*

# HOUSEOWNER / HOUSEHOLDER CERTIFICATE <sup>TARIFF</sup>

**Important documents - Please keep in a safe place**

This is your Certificate. Please read it carefully and keep it in a safe place with all other documents concerning this Takaful for easy reference in the future

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## HOUSEOWNER / HOUSEHOLDER CERTIFICATE <sup>TARIFF</sup>

### OUR AGREEMENT

#### Applicable for Consumer Takaful Contracts

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

This **Certificate** reflects the term and conditions of the contract of takaful as agreed between **You** and **Us**.

#### Applicable for Non-Consumer Takaful Contracts

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Certificate Schedule** and pursuant to the answers provided in the participant's Application Form (or when the participant applied for this takaful) and any order disclosure made by the participant between the time submission of the participant's Application Form (or when the participant applied for this takaful) and the time this contract is entered into. The answers and any other disclosure given by the participant shall form part of this contract of takaful between the participant and Etiqa General Takaful Berhad (hereinafter called "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.

### WHAT MAKES UP THIS CERTIFICATE

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

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

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

The **Certificate**, **Schedule** and **Endorsements** must be read together as they form **Your** takaful contract.

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

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

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

### YOUR DUTY TO INFORM US

#### Duty of Disclosure

#### Applicable for Consumer Takaful Contracts

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

**You** are also required to disclose any other matter that **You** knew to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

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

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

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

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

### **Notice of Other Takaful**

**You** must inform **Us** of any other takaful that **You** have bought at the time of purchasing this takaful, and also during the **period of this takaful**, covering any of the same property covered under this **Certificate**.

Such notice should be given and endorsed by **Us** in this **Certificate** before the **Occurrence** of any loss or damage.

## **COVERAGE CLAUSE (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

**We** will cover the Buildings and/or Contents as shown on **Your Schedule** during the **Period of Takaful**.

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

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

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

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

### **Your Building**

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

- all domestic offices, stables;
- garages and outbuildings on the same **Premises** used solely in connection to it and on the same **Premises**;
- **Fixtures and Fittings**;
- walls, gates and fences around the **Premises**.

Private Dwelling House shall also refer to buildings of Flats and Apartments.

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

### **Your Contents**

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

<b>What is Covered</b>	<b>What is Not Covered</b>
The cover for the contents is <b>limited</b> to:  a) No one article (furniture, pianos, organs, <b>Household</b> appliances, radios, television sets, video recorder sets, Hi-Fi equipment not included) shall be of greater value than five (5) percent of the Total <b>Sum Covered</b> on Contents, unless such article is specially declared as a separate item;  b) Total value of platinum, gold and silver articles, jewellery and furs shall not exceed one third of the Total <b>Sum Covered</b> on Contents.	The cover for the contents <b>will not include</b> :  a) Part of the structure or ceiling, wallpapers or anything similar;  b) Property covered under more specific policies;  c) Deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes manuscripts, medals and coins, motor vehicles and accessories or livestock unless specifically mentioned in the <b>Schedule</b> .

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

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

### **RESTRICTION OF MERCHANDISE WARRANTY**

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

### **CONTRIBUTION WARRANTY**

**Contribution** due to **Us** must be paid and received by **Us** within sixty (60) days from the inception date of this **Certificate/Endorsement/renewal Certificate**.

If the condition is not complied with, this contract shall be automatically cancelled and **We** shall be entitled to the pro-rated **Contribution** for the period **We** provide the cover.

Where the **Contribution** payable is received by **Our** authorised agent, the payment is deemed to be received by **Us** for the purposes of this **warranty**.

The onus of proving that the **Contribution** payable was received by a person, including a takaful agent who was not authorised to receive such **Contribution**, shall lie with **Us**.

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

What is Covered	What is Not Covered
<p><b>We</b> will provide cover for loss or damage to <b>Your</b> Building and/or Contents caused by any of the following:</p> <ol style="list-style-type: none"> <li>1) Fire, Lightning, Thunderbolt, Subterranean Fire.</li> <li>2) Explosion.</li> <li>3) Aircraft &amp; Other Aerial Devices and/or articles dropped there from.</li> <li>4) Impact with any of the buildings:               <ol style="list-style-type: none"> <li>i) For Private Dwellings, by any road vehicle or animals not belonging to or under the control of:                   <ul style="list-style-type: none"> <li>• <b>You</b>; or</li> <li>• <b>Your Family</b> member.</li> </ul> </li> <li>ii) For Block of Flats or Apartments, by any road vehicle or animals not belonging to or under the control of:                   <ul style="list-style-type: none"> <li>• <b>You</b>; or</li> <li>• <b>Your</b> agent or servant; or</li> <li>• Any person resident on the Private Flats or Apartments.</li> </ul> </li> </ol> </li> </ol>	<p><b>We</b> will not provide cover for loss or damage to <b>Your</b> Building and/or Contents as follows:</p>
<ol style="list-style-type: none"> <li>5) Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes.</li> </ol>	<ol style="list-style-type: none"> <li>a) The <b>Excess</b> amount stated on the <b>Schedule</b>.</li> <li>b) Destruction or damage occurring while the Private Dwelling House is left unoccupied.</li> </ol>
<ol style="list-style-type: none"> <li>6) Theft, but only if accompanied by actual forcible and violent breaking into or out of a building or any such attempt.</li> </ol>	<ol style="list-style-type: none"> <li>a) If the Private Dwelling House is unoccupied for more than ninety (90) days whether consecutively or not in any one <b>Period of Takaful</b>, the cover will be suspended unless agreed by Us by way of an <b>Endorsement</b>.</li> <li>b) Loss or damage due to theft by <b>Your</b> domestic servants or any member of <b>Your Family</b>.</li> </ol>
<ol style="list-style-type: none"> <li>7) Hurricane, Cyclone, Typhoon, Windstorm.</li> </ol>	<ol style="list-style-type: none"> <li>a) The <b>Excess</b> amount stated in the <b>Schedule</b>.</li> <li>b) Loss or damage to:               <ol style="list-style-type: none"> <li>i) any building in the course of construction, reconstruction or repair, unless all outside doors, windows and other openings are complete and protected;</li> <li>ii) metal smoke stacks, awnings, blinds, signs and other outdoor <b>Fixtures</b> or <b>Fittings</b> including gates and fences.</li> </ol> </li> </ol>
<ol style="list-style-type: none"> <li>8) Earthquake, Volcanic Eruption.</li> </ol>	<p>The <b>Excess</b> amount stated in the <b>Schedule</b>.</p>
<ol style="list-style-type: none"> <li>9) <b>Flood</b>.</li> </ol>	<ol style="list-style-type: none"> <li>a) The <b>Excess</b> amount stated in the <b>Schedule</b>.</li> <li>b) Loss or damage to buildings caused by subsidence or landslip, except as a result of earthquake or volcanic eruption.</li> </ol>
<ol style="list-style-type: none"> <li>10) <b>Robbery and Hold Up</b> in the <b>Premises</b> of <b>Your</b> property.</li> </ol>	

## ADDITIONAL BENEFITS

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

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

A) Contents Temporarily Removed	
What is Covered	What is Not Covered
<p>You are covered for a <b>Covered Event</b> when the contents are temporarily removed from <b>Your</b> Private Dwelling, but remaining within the Geographical Area, provided such contents are not covered under another takaful <b>Certificate</b>.</p> <p>The limit of liability of this benefit is fifteen (15) percent of the Total <b>Sum Covered</b> on Contents.</p>	<p>a) Contents removed for sale or exhibition.</p> <p>b) Contents placed at furniture storage area.</p> <p>c) Losses due to <b>Covered Event 7</b> (hurricane, cyclone, typhoon, windstorm), <b>Covered Event 8</b> (earthquake, volcanic eruption) and <b>Covered Event 9 (Flood)</b> whilst the contents are in transit.</p>
B) Breakage to Mirrors	
What is Covered	What is Not Covered
<p><b>You</b> are covered for breakage of mirrors whilst in the Private Dwelling.</p> <p>The limit of liability is RM500.00 per piece any one accident.</p>	<p>a) Hand Mirrors</p>
C) Compensation for Death	
<p><b>You</b> are covered against fatal injury (death) occurring in the Private Dwelling House due to external or visible violence caused by thieves or by fire, if the death occurs within three (3) calendar months of such injury.</p> <p>If there are more than one (1) named covered, <b>We</b> will be liable for a pro-rata proportion of the compensation. For a Corporation, <b>You</b> must nominate a person or persons and lodge their name(s) with <b>Us</b>.</p> <p>The limit of liability of this benefit is the sum specified on the <b>Schedule</b> or one-half of the <b>Total Sum Covered</b> on Contents, whichever is lesser.</p>	
D) Servants Property	
<p><b>You</b> are covered for loss or damage caused by a <b>Covered Event</b> to clothing and <b>Personal Effects</b> of <b>Your</b> domestic servant(s), who stay with <b>You</b> or <b>Your Family</b> within the Geographical Area as stated on the <b>Schedule</b>, provided such contents are not covered under another takaful <b>Certificate</b>.</p>	<p>a) Cash, currency notes bank notes and stamps.</p>

Applicable if **Your Certificate** cover **Your Building and/or Contents**:

E) Rent Takaful	
What is Covered	What is Not Covered
<p>As an Owner, <b>You</b> are covered for loss of rent in the event <b>Your</b> Private Dwelling House as stated on the <b>Schedule</b> is no longer habitable, as a result of a <b>Covered Event</b> for the period necessary for reinstatement.</p> <p>As an Occupier, <b>We</b> will pay for reasonable additional expenses incurred at a hotel, lodging house or boarding house, as a result of a <b>Covered Event</b>, for the period necessary for reinstatement.</p> <p>The total limit of liability shall not exceed ten (10) percent of the Total <b>Sum Covered</b> on Buildings and/or Contents.</p> <p>This benefit is in additional to the Total <b>Sum Covered</b> as stated on the <b>Schedule</b>.</p>	
F) Liability to the Public	
<p><b>We</b> will indemnify <b>You</b> or Spouse <b>Your</b> legal liability in respect of accidents or series of accidents arising out of one <b>Occurrence</b>, during the <b>Period of Takaful</b> to property or bodily injury to another person, who is not a member of <b>Your Family, Household</b> or in <b>Your</b> service:</p> <p>a) Liability as owner of the covered Building caused by a defect in the buildings.</p> <p>b) Liability as an Occupier in respect of accidents which occur in or about the private dwelling house.</p>	<p>a) Any claims brought against You or Spouse, in any country in courts outside Malaysia.</p> <p>b) All legal costs and expenses which are not incurred in or recoverable in Malaysia.</p> <p>c) <b>We</b> shall not be liable for injury or damage arising out of or incidental to:</p> <ul style="list-style-type: none"> <li>• Ownership, possession or use by or on behalf of <b>You</b> or Spouse of any lift, vehicle, vessel or craft of any kind;</li> <li>• The carrying out of alterations, additions, repairs or</li> </ul>

<p>Our limit of liability shall not exceed the sum specified on the <b>Schedule</b>. <b>We</b> will also indemnify <b>You</b> or Spouse:</p> <p>i) Legal costs and expenses recoverable from <b>You</b> or Spouse by any claimant, provided such legal cost and expenses were incurred before the date <b>We</b> shall have paid or offered to pay the full amount of the claim or the total amount recoverable in respect of any one <b>Occurrence</b>.</p> <p>ii) Legal costs and expenses incurred by <b>You</b> or Spouse with <b>Our</b> consent.</p> <p>If Buildings are for Blocks of Flats or Apartments, <b>Our Indemnity to You</b> is restricted to <b>Your</b> legal liability for claims made on <b>You</b> as owner of the Buildings, as specified on the <b>Schedule</b>, but not as a resident occupying any part of the covered Buildings in respect of any accident occurring during the <b>Period of Takaful</b>.</p> <p><b>We</b> will indemnify <b>Your</b> personal representative in the event of <b>Your</b> death, in respect of the liability incurred by <b>You</b> or Spouse, provided the personal representative observes and fulfils and is subject to the terms, conditions and limitations of the <b>Certificate</b>.</p>	<p>decorations to <b>Your</b> buildings;</p> <ul style="list-style-type: none"> <li>• Damage to property by subsidence fire or explosion (other than explosion of any domestic boiler fitted in an individual flat or apartment in the covered Buildings), for takaful for Private Flats or Apartments;</li> <li>• Any contractual agreement;</li> <li>• Asbestos or exposure or potential exposure to asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos;</li> <li>• Any part of the covered Buildings used in connection with Your profession or business.</li> </ul>
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**GENERAL EXCEPTIONS  
(APPLICABLE FOR BUILDINGS AND/OR CONTENTS)**

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

**General Exception 1**

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

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

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

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

In any action, suit or other proceedings, where **We** 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 **You**.

**General Exception 2**

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

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

**General Exception 3**

**We** will not cover **Consequential Loss** or damage of any kind except Rent Takaful.

**General Exception 4**

**We** will not cover any **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

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

**Permissible Takaful Interest**

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

**No Right of Claim from Any Other Person**

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

**Limit to Three (3) Paying Guests only**

This **Certificate** is valid if the number of paying guests, boarders and lodgers does not exceed three (3) persons.

For the purposes of Additional Benefit – F) Liability to the Public, these persons are deemed to be members of **Your Household**.

#### **Market Value**

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

**Market value** means the value of the property covered at the time of loss or damage less allowance for **Wear and Tear** and/or **Depreciation**.

The Market Value shall be determined by a valuation obtained by **Us** from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- loss adjuster registered under the Islamic Financial Services Act 2013, or
- Registered Valuer under the Valuers and Appraisers Act 1981 to be mutually appointed by **You** and **Us**.

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

#### **Our Maximum Liability**

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

#### **Average**

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

#### **Excess**

For loss or damage (except by fire) to the Buildings of the Private Dwelling House by any **Covered Event** where **Excess** applies, **Excess** shall separately apply to:

- a) each building. All buildings at the same **Premises** stated in the **Schedule** are considered as one building.
- b) each incident. If the same **Covered Event** occurs within seven (7) consecutive days, it is considered the same incident.

#### **Other Takaful**

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

#### **Subrogation**

**We** are entitled to undertake in **Your** name and on **Your** behalf:

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

at **Our** own expense and benefit.

#### **Fraud**

**We** will not pay if **Your** claim is in any way fraudulent by **You** or persons acting on **Your** behalf.

#### **Right of Access and Control**

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

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

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

#### **Arbitration**

Any difference on the amount of any loss of damage between **You and Us** shall be referred to an arbitrator who shall be appointed in writing by **You** and **Us**. In case **You and Us** are unable to agree on a single Arbitrator, within two months of being required in writing to do so by either party, then **You and Us** shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

**You and Us** clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before **You** can commence legal proceedings on **Us**.

#### **Sanction Limitation Clause**

This **Certificate** shall not provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its



states, and/ or any other applicable economic or trade sanction laws or regulations. **We** may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this **Certificate**.

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

### Notice and Proof of Claim

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

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

### Building Plans

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

### Liability Claims

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

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

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

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

## YOUR RESPONSIBILITY (APPLICABLE FOR BUILDINGS AND/OR CONTENTS)

### Duty of Care

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

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

### Reinstatement of Sum Covered

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

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

### Unvalued Certificate Clause

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

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

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

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

## SURPLUS DISTRIBUTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like **You** agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their **contributions** on the basis of **Tabarru'** (donation) to the **General Takaful Fund (Fund)** managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the **Fund** based on the concept of **Tabarru'**.

As the Takaful Operator, **We** are responsible for selecting Participants and to determine and collect the **contributions**. **We** are also responsible for investing the **Fund** and paying benefits to entitled Participants. All proceeds from investments will be credited into the **Fund**. The **Fund** is collectively owned by the Participants where **Tabarru'** portion of the **contribution** is placed for the purpose of takaful. The relationship between **You** and **Us** is governed by the **Wakalah** (agency) contract.

The surplus from the **General Takaful Fund (Fund)** will be determined annually and will be payable for annual **Certificate**. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by **Our** Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to **Us** for operating and managing the **Fund** based on the contract of **Ju'alah** (reward), and the remaining fifty percent (50%) is shared between Participants whose **Certificates** have not terminated and who have not made any claim within the financial year. In the event of any deficit from the **Fund**, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the **Fund** is still in deficit, a **Qard** (interest-free loan) will be arranged. The **Qard** will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the **Qard**. If the surplus is less than Ringgit Malaysia Ten (RM10.00), **We** shall credit such sum into a charitable fund, which will be utilized as Amal Jariah on behalf of the Participants.

## GLOSSARY

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

**"Certificate"** means **Your** takaful contract which consists of this **Certificate** wording and **Schedule**.

**"Consequential Loss"** means financial loss.

**"Consumer Takaful Contracts"** means takaful wholly for purposes unrelated to the covered's trade, business or profession.

**"Communicable Disease"** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.

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

**"Covered Event"** means one of the perils listed under this **Certificate**.

**"Depreciation"** means the reduction in the value of the item or property due to **Wear and Tear**.

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

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

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

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

**"General Takaful Fund (Fund)"** means the Participants' account where **Tabarru'** portion of **the Contribution** is placed for the purpose of Takaful. The **Fund** is collectively owned by the Participants and the **Sum Covered** shown in the Takaful **Schedule** is payable from the **Fund**.

**"Ju'alah"** is a reward contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this **Certificate**, it refers to the reward given to **Us** agreed upfront by **You** and **Us** for good management of the **Fund**.

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

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

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

**"Non-Consumer Takaful Contracts"** means takaful for purposes related to the covered's trade, business or profession.

**"Occurrence"** means the exact period when the incident took place.

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

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

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

**"Plate Glass"** means glass fitted to the structure of the building.

**"Qard"** in the context of this **Certificate**, it means an interest-free loan which is given by **Us** to the **General Takaful Fund** when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to **Our** mismanagement or negligence. The loan will be repaid by the future surpluses from the **General Takaful Fund**. If the insufficiency is due to **Our** mismanagement or negligence, **We** will make the outright transfer for the insufficiency.

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

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

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

**"Tabarru'"** means **Contribution**, donation or gift. In the context of this **Certificate**, it means **Contribution** for the purpose of Takaful. This portion is placed in the **General Takaful Fund**.

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

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

“Customary short-period rates” means the following:

Period Not Exceeding	Percentage of Rate Charged
15 days	10% of Annual Rate
1 month	20% -do-
2 months	30% -do-
3 months	40% -do-
4 months	50% -do-
5 months	60% -do-
6 months	70% -do-

Period Not Exceeding	Percentage of Rate Charged
7 months	75% -do-
8 months	80% -do-
9 months	85% -do-
10 months	90% -do-
11 months	95% -do-
12 months	100% -do-

“Wakalah” refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this **Certificate**, it means that **You** has appointed **Us** to invest and manage the **General**

**Takaful Fund** on **Your** behalf. **You** have also authorized **Us** to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, **We** will remain liable and responsible for all such rights, duties and obligations towards **You**.

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

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

“We, Our and Us” means the takaful operator.

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

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

**C008 FOUNDATION EXCLUSION CLAUSE**

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

**C42B DATE RECOGNITION CLAUSE**

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

- A. The takaful operator will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any **Consequential Loss** directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the 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:
  - 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 alter any date.
- B. It is further understood that the takaful operator 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 takaful operator will not pay any loss or damage including loss of use with or without physical damage, injury(including bodily injury), expenses incurred or any **Consequential Loss** directly or indirectly arising from any device, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the covered person or for the covered person 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 takaful operator 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, injury (including bodily injury), expenses incurred or any **Consequential Loss** referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

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

**C045 PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of covered physical damage to the substance of property, shall be covered.

- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

**M014 COMMUNICABLE DISEASE ENDORSEMENT**

- A. This certificate, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of takaful. Consequently, and notwithstanding any other provision of this certificate to the contrary, this certificate does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, arising out of, resulting from, attributable to or in connection with (regardless occurring concurrently or in any sequence) with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
- B. For the purposes of this endorsement, loss, damage, liability, claim, cost or expense of whatsoever nature includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- i. for a **Communicable Disease**, or
  - ii. any property covered hereunder that is affected by such **Communicable Disease**.

**CHANGES IN TAXATION, REGULATIONS AND LEGISLATION**

We may vary the terms of this Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when the terms in this Certificate need to be changed.

**Appendix:**

**(Note: It is recommended that only the Optional Benefits selected by the Participant are to be inserted in the Certificate jacket)**

**OPTIONAL BENEFITS**

For an additional **Contribution**, **Your Certificate** may be extended to cover the following benefits to the covered Buildings and/or Contents. These optional benefits will be stated on the **Schedule** if **You** choose to take these up.

**Applicable for Buildings Only**

**Optional Benefit No 1 – Extension to cover Landlord’s Household Goods and Furnishings in blocks of flats/apartments (N.B This benefit is meant for landlord only).**

What is Covered	What is Not Covered
<p>As the owner of the covered Buildings, <b>We</b> will cover <b>You</b> for a sum of RM..... being the full value of the <b>Household</b> goods and furnishings belonging to <b>You</b>. This amount will apply in equal proportion to each Private Flat/Apartment.</p> <p>The <b>Covered Events</b> pertaining to the loss or damage to the Landlord’s <b>Household</b> goods and furnishing under this extension are:</p> <ol style="list-style-type: none"> <li>1. Fire, Lightning, Thunderbolt, Subterranean Fire.</li> </ol>	<ol style="list-style-type: none"> <li>a) <b>Household</b> goods, furnishings or <b>Personal Effects</b> of any description brought into the Private Flat/Apartment by tenants;</li> <li>b) Gold or silver articles.</li> </ol>
<ol style="list-style-type: none"> <li>2. Explosion.</li> </ol>	
<ol style="list-style-type: none"> <li>3. Aircraft and Other Aerial Devices and/or Articles dropped therefrom.</li> </ol>	
<ol style="list-style-type: none"> <li>4. Impact with any of the buildings by any road vehicles or animals not belonging to or under the control of: <ul style="list-style-type: none"> <li>• <b>You</b> or <b>Your</b> agent or servant.</li> <li>• Any person resident in the Private Flats/Apartments or his agent or servant.</li> </ul> </li> </ol>	
<ol style="list-style-type: none"> <li>5. Bursting or Overflowing of Domestic Water Tanks, Apparatus or Pipes.</li> </ol>	<ol style="list-style-type: none"> <li>a) <b>The Excess</b> amount stated in the <b>Schedule</b>;</li> <li>b) Destruction or damage occurring while the Private Flat/Apartment are left unoccupied.</li> </ol>
<ol style="list-style-type: none"> <li>6. Theft but only if accompanied by actual forcible and violent breaking into or out of the building or any such attempt.</li> </ol>	
<ol style="list-style-type: none"> <li>7. Hurricane, cyclone, typhoon and windstorm</li> </ol>	
<ol style="list-style-type: none"> <li>8. Earthquake and Volcanic Rupture</li> </ol>	
<ol style="list-style-type: none"> <li>9. <b>Flood</b> including overflow of the sea</li> </ol> <p>For Additional Benefit E) Rent Takaful, this amount will be added to the Total <b>Sum Covered</b> on Buildings as stated on the <b>Schedule</b>.</p> <p>Additional Benefit F) Liability to the Public will now include “cover for accidents caused by a defect in landlord’s <b>Household</b> goods and</p>	

furnishings".	
<b>Optional Benefit No. 2 – Takaful of Plate Glass</b>	
<p>This takaful is extended to cover accidental breakage of <b>Plate Glass</b>, occurring during the <b>Period of Takaful</b> for:</p> <ol style="list-style-type: none"> <li>The replacement of <b>Plate Glass</b> with glass of similar manufacture or quality or at <b>Our</b> option, <b>We</b> will pay <b>You</b> the cost of such replacement subject to a maximum sum of RM1,000.00 per glass sheet.</li> <li>The cost incurred in boarding up such breakage for which <b>We</b> are liable.</li> </ol>	<ol style="list-style-type: none"> <li>Breakage of or damage to frames or framework of any description;</li> <li>Cost of removal or replacement of any <b>Fittings</b> or <b>Fixtures</b>;</li> <li>Breakage of glass in conservatories, green houses or outbuildings;</li> <li>Breakage of glass which is broken or damaged at the commencement of this takaful;</li> <li>Any <b>Consequential Loss</b>.</li> </ol>
<b>Optional Benefit No. 3 – Extension to cover against loss or damage by hurricane, cyclone, typhoon or windstorm to metal smoke stacks, awnings, blinds, signs and other outdoor Fixtures and Fittings including gates and fences</b>	
<p>This takaful is extended to cover loss or damage to metal smoke stacks, awnings, blinds, signs and other outdoor <b>Fixtures</b> and <b>Fittings</b> including gates and fences under <b>Covered Event 7(b)</b>.</p>	
<b>Optional Benefit No. 4- Extension to cover alterations, repairs and additions (but not appreciation in value in Excess of the sum Covered)</b>	
<p>This takaful is extended to cover alterations, repairs and additions (but not in appreciation in value in <b>Excess</b> of the <b>Sum Covered</b>) to Buildings for an amount not exceeding 25% of the Total <b>Sum Covered</b> on Buildings.</p> <p>Additional Benefit F) Liability to the Public will now include cover for liability arising out of or incidental to the carrying out of alterations, additions, repairs or decorations to buildings.</p>	

**Applicable for Contents Only**

<b>Optional Benefit No. 5A – Extension for extended theft cover but excluding theft by domestic servants or any member of Your Family or Household</b>	
<b>What is Covered</b>	<b>What is Not Covered</b>
<p><b>Covered Event No. 6</b> will now be read as follows:</p> <p>Theft or any attempted theft.</p> <p>For contents temporarily removed, theft is only covered:</p> <ol style="list-style-type: none"> <li>at any Bank, Safe Deposit or occupied private dwelling;</li> <li>in any building where <b>You</b> or any member of <b>Your Family</b> is residing;</li> <li>in the course of removal to or from any Bank or Safe Deposit whilst <b>You</b>, a member of <b>Your Family</b> or an authorised person is in charge.</li> </ol> <p>For contents temporarily removed to places other than i), ii) and iii) above, the contents will only be covered against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.</p>	<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>If the building or any part of it are lent, let or sub-let.</li> <li>If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.</li> <li>Theft of servant's property outside <b>Your</b> private dwelling house or private flat/apartment/condominium</li> </ol> <p>UNLESS accompanied by actual forcible and violent breaking into or out of a building.</p> </li> <li>Theft from the <b>Open</b>.</li> <li>The first 1% of the Total <b>Sum Covered</b> or RM250.00, whichever is lower.</li> <li>Theft by <b>Your</b> domestic servants or any member of <b>Your Family</b> or <b>Household</b>.</li> </ol> <p>If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one <b>Period of Takaful</b>, this cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</p>
<b>Optional Benefit No. 5B – Extension for extended theft cover including theft by domestic servants</b>	
<p><b>Covered Event No. 6</b> will now be read as:</p> <p>Theft or any attempted theft including theft by the <b>Covered Person's</b> domestic servant(s).</p> <p>For contents temporarily removed, theft is only covered:</p> <ol style="list-style-type: none"> <li>at any Bank, Safe Deposit or occupied private dwelling.</li> <li>in any building where <b>You</b> or any member of <b>Your Family</b> is residing;</li> </ol>	<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>If the building or any part of it are lent, let or sub-let.</li> <li>If theft occurs in any outbuilding not directly communicating with the private dwelling house or private flat/apartment/condominium.</li> <li>If theft of servant's property other than from the private dwelling house or private flat/apartment/condominium</li> </ol> <p>UNLESS accompanied by actual forcible and violent breaking into or out of a building.</p> </li> </ol>

<p>iii) in the course of removal to or from any Bank or Safe Deposit whilst <b>You</b>, a member of <b>Your Family</b> or an authorised person is in charge.</p> <p>For contents temporarily removed to places other than i), ii) and iii) above, the contents will only be covered against theft or any attempted theft, when accompanied by actual forcible and violent breaking into or out of a building.</p>	<p>2. Theft from the <b>Open</b>.</p> <p>3. The first 1% of the Total <b>Sum Covered</b> or RM250.00, whichever is lower.</p> <p>4. If the Private Dwelling House was unoccupied for more than ninety (90) days consecutively in any one <b>Period of Takaful</b>, this cover will be suspended unless agreed by <b>Us</b> by way of an <b>Endorsement</b>.</p>
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**Applicable for Buildings and/or Contents**

**Optional Benefit No. 6 – Increase of Indemnity limits under Additional Benefit E – Rent Takaful**

What is Covered	What is Not Covered
<p>The limit of liability under the Additional Benefit E- Rent Takaful is increased to ..... ( ) per cent of the Total <b>Sum Covered</b> on Buildings and /or Contents.</p>	

**Optional Benefit No. 7 – Increase of Indemnity limits under the Additional Benefit F - Liability to the Public**

<p>The limit of liability under the Additional Benefit F- Liability to the Public is increased to RM..... for any one accident or series of accidents out of one <b>Occurrence</b>.</p>	
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**Optional Benefit No. 8 – Extension to cover Riot, Strike and Malicious Damage**

<p>This takaful is extended to cover Riot, Strike, Malicious Damage.</p> <p>Loss or damage to property covered directly caused by:</p> <ol style="list-style-type: none"> <li>1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not an <b>Occurrence</b> mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.</li> <li>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.</li> <li>3. The wilful act of any striker or lock-out worker done in furtherance of a strike or in resistance to a lock-out.</li> <li>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.</li> <li>5. The malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an <b>occurrence</b> mentioned in items (a), (b) and (c) under the section "What is Not Covered" of this extension.</li> </ol> <p>Average</p> <p>If the property covered shall at the breaking out of any fire or at the commencement of any destruction or damage to such property by any other peril covered against by this extension is collectively of greater value than the <b>Sum Covered</b>, then <b>You</b> will be responsible for the difference and will bear a pro-rated share of the amount of loss. This average condition will apply separately for each item covered.</p> <p>Subject otherwise to the terms and conditions of the <b>Certificate</b>.</p>	<p>Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following <b>Occurrences</b>, namely:</p> <ol style="list-style-type: none"> <li>a) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war;</li> <li>b) Mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;</li> <li>c) Any act of terrorism,</li> </ol> <p>For this purpose, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.</p> <p>In any action, suit or other proceedings, where <b>We</b> 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 <b>You</b>.</p> <ol style="list-style-type: none"> <li>d) In respect of malicious acts, <b>We</b> shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt of such acts or caused by any person taking part.</li> <li>e) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.</li> <li>f) Loss or damage due to total or partial cessation of work or the retarding or interruption or cessation of any process or operation.</li> <li>g) Loss or damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.</li> <li>h) Loss or damage caused by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.</li> </ol> <p>For g) or h) above, <b>We</b> are not relieved of any liability to <b>You</b> in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.</p>
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**Optional Benefit No. 9 – Extension to cover Subsidence and Landslip**

<p>This takaful is extended to cover loss or damage to the property covered caused by:</p>	<p><b>We</b> will not pay for loss or damage:</p>
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<p>i) subsidence and/or heave of the site on which the buildings stand or land belonging to; or</p> <p>ii) landslip.</p> <p>Subject otherwise to the terms and conditions of the <b>Certificate</b>.</p>	<p>a) to swimming pools, terraces, patios, drives, footpath, walls, gates or fences unless the building, its outbuilding or garages are damaged by the same cause and at same time;</p> <p>b) to or resulting from movement of solid floor slabs, unless the foundation beneath the external walls of the buildings is damaged by the same cause and at the same time;</p> <p>c) Directly or indirectly caused by:</p> <ul style="list-style-type: none"> <li>• Coastal or river <b>Erosion</b>;</li> <li>• Demolition, structural alteration or structural repair;</li> <li>• Defective design or inadequate construction of foundations.</li> </ul> <p>c) This Optional Benefit is subject to the following <b>Excess</b>, and is applicable for each and every loss:</p> <p>5% of the total <b>Sum Covered</b> or RM25,000.00 whichever is the lower, ascertained after the application of any condition of average.</p>
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**Note: This Takaful can be extended to cover item (a) of this Optional Benefit with payment of additional Contribution based on a separate Sum Covered.**

## CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:

Etiqa General Takaful Berhad  
Level 13, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: +603 2297 3888  
Facsimile Number: +603 2297 3800  
Etiqa Oneline: 1300 13 8888  
E-mail: info@etiqa.com.my  
Homepage: www.etiqa.com.my

3. In the event of claims under the Certificate, please call Our Claims Assist at 1300 88 1007.

## COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit  
Etiqa General Takaful Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia;  
Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)  
Facsimile Number: +603 2297 1919  
E-mail: complaint\_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my  
or  
Facsimile Number: +603-2272 1577  
or  
Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Us or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my).

Engagement of the OFS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Us should they be dissatisfied with the outcome by the OFS.

### **PROCEDURE FOR COMPLAINT TO BNMLINK**

Any Participant or Claimant who is not satisfied with the conduct of the takaful operator may write to BNMLINK, giving details of the complaint, the name of the takaful operator and the Certificate number or the claim number.

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

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur, Malaysia  
Telephone Number: 1300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: bnmlink@bnm.gov.my