

STAMP DUTY PAID
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## FIRE CONSEQUENTIAL LOSS TAKAFUL CERTIFICATE TARIFF

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 Application 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 Application 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 **Etiqa General Takaful Berhad (201701025031)** (hereinafter referred to as "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 Takaful reflects the terms and conditions of the contract of takaful as agreed between the Participant and the Takaful Operator.

The Takaful Operator agrees (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any party thereof used by the Participant at the Premises for the purpose of the Business be destroyed or damaged by:

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

(destruction or damage so caused being hereinafter termed Damage) at any time during the Period of Takaful or any subsequent period in respect of which the Takaful Operator agrees to accept the contribution required for the renewal of this Certificate and the Business carried on by the Participant at the premises be in consequence thereof interrupted or interfered with.

Then the Takaful Operator will pay to the Participant in respect of each item in the Schedule here to the amount of loss resulting from such interruptions or interference in accordance with the provisions therein contained.

Provided that at the time of the happening of the Damage there shall be in force a takaful covering the interest of the Participant in the property at the premises against such Damage and that payment shall have been made or liability admitted therefor under such takaful.

And that the liability of the Takaful Operator shall in no case exceed in respect of each item the sum expressed in the said Schedule to be covered thereon or in the whole the total sum covered hereby or such other sum or sums as may hereafter be substituted therefor by memorandum signed by or on behalf of the Takaful Operator.

## Conditions

### 1. Misdescription

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 Application Form (or when the Participant applied for this takaful) is inaccurate or has changed.

### 2. Contribution Payment

No payment in respect of any contribution shall be deemed to be payment to the Takaful Operator unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Takaful Operator should have been given to the Participant.

### 3. Other Takaful

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

### 4. Displacement

Immediately upon any fall or displacement

- a) of any building Damage to which might give rise to a claim under this Certificate;
- b) of any part of such building;
- c) of the whole or any part of any range of buildings or of any structure of which such building forms part

The takaful under this Certificate shall cease in respect of loss resulting from Damage to such building or property therein.

PROVIDED THAT

- i) such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of Damage or is otherwise material;
- ii) such fall or displacement is not caused by Damage, loss resulting from which is covered by this Certificate or would be covered if such building or range of buildings or structure were included in the Premises to which this Certificate refers.

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

#### **5. Excluded Interruption Loss**

The Takaful Operator shall not be liable in so far as the interruption loss is increased:

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

#### **6. Excluded Cover**

This takaful does not cover:-

Loss occasioned by or happening through or in consequence of:-

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

#### **7. Excluded Cover**

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

- a) Earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbance,
- b) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- c) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

- d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear waste from the combustion of nuclear fuel.
- e) Any act of terrorism. For this purpose an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

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

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

#### **8. Change in Risk**

The takaful by this Certificate shall cease if:

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

#### **9. Increase in Risk**

Notice shall be given to Takaful Operator and, if required, an additional contribution paid, if the rate of contribution payable in respect of the takaful covering the interest of the Participant in the property at the Premises against Damage shall be increased.

#### **10. Cancellation**

This takaful may be terminated at any time at the request of the Participant, in which case the Takaful Operator will retain the customary pro rata for the time the Certificate has been in force. This takaful may also at any time be terminated at the option of the Takaful Operator on notice to that effect being given to the Participant, in which case the Takaful Operator shall be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of the cancellation.

#### **11. Claim Procedure**

On the happening of any Damage in consequence of which a claim is or may be made under this Certificate, the Participant shall forthwith give notice thereof to the Takaful Operator and shall with due diligence do and concur in doing all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss and in the event of a claim being made under this Certificate shall not later than thirty days after the expiry of the Indemnity Period or within such further time as the Takaful Operator may in writing allow, at his own expense deliver to the Takaful Operator in writing a statement setting forth particulars of his claim, together with details of all other takaful or insurances (if any) covering the Damage or any part of it or consequential loss or any kind resulting

therefrom. The Participant shall at his own expense produce, procure and give to the Takaful Operator such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Takaful Operator for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Takaful Operator forthwith.

**12. 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 anyone acting on his behalf to obtain any benefit under this Certificate; or if the 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 case of an arbitration taking place in pursuance of the 15th Condition of this Certificate) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Certificate shall be forfeited.

**13. Contribution**

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

**14. Subrogation**

The Participant shall, at the expenses of the Takaful Operator, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Takaful Operator for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Takaful Operator shall be or would become entitled or subrogated, upon its paying for any loss under this Certificate, whether such acts and things shall be or become necessary or required before or after his indemnification by the Takaful Operator.

**15. Arbitration**

If any difference arises as to the amount of any loss such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two' calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their Meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, or Arbitrators or Umpire respectively, and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The cost 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 of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss if disputed shall be first obtained.

**16. Reinstatement of Sum Covered**

In consideration of the Participant undertaking to pay an additional contribution at the agreed rate on the amount of loss calculated on a pro rata basis from the date of such loss to the expiry of the correct period of

takaful, it is agreed that in the event of loss the takaful hereunder shall be maintained in force for the full sum covered.

**17. Time Limitation**

In no case whatever shall the Takaful Operator be liable in respect of any claim under this Certificate after the expiration of

- a) one year from the end of the Indemnity Period, or if later,
- b) three months from the date on which payment shall have been made or liability admitted by the takaful operators or insurers covering the Damage giving rise to the said claim,

unless the claim is the subject of pending action or arbitration

**18. Meaning**

This Certificate and the Schedule annexed (which forms an integral part of this Certificate) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Certificate or of the Schedule shall bear such specific meanings wherever they may appear.

**19. Notice**

Every notice and other communication to the Takaful Operator required by these conditions must be written or printed.

**20. 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 mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates whereby the operator shall have the full discretion to waive part of the Wakalah fee:

Commission	: Up to 15% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the Intermediary
Total Wakalah Fee	: 40% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and

managing the Fund based on the contract of Ju'alah. The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their Takaful certificates.

In the event of insufficient balance in the Fund to pay the Participant's Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's Fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The Fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

## 21. Definitions

**"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 wage 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 the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

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

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

**"Takaful"** means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

**"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, this means that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorised the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

## 22. Contract

This Certificate and the Schedule herein 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 said Schedule shall bear such meaning wherever it may appear.

## Special Perils Endorsements

**The following perils are applicable if specified in the certificate schedule;**

### **Riot, Strike & Malicious Damage Endorsement**

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

- (A) Riot and Strike damage directly caused by :-
  - (1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 7 of the Special Conditions hereof.
  - (2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
  - (3) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
  - (4) The action of any lawfully constituted Authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
- (B) Malicious Damage directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Condition 7 of the Special Conditions hereof.

### Special Conditions

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

#### Condition 6.

This Certificate does not cover:-

- (a) Loss resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation, other than that arising directly from destruction of or damage to the Premises or the property therein of the Participant caused by the perils covered against under this Certificate.
- (b) Loss occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted Authority.
- (c) Loss occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (d) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- (e) Loss occasioned by or happening through or in consequence of damage directly or indirectly caused by or



arising from or in consequence of or contributed to by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 6(e) only, combustion shall include any self-sustaining process or nuclear fission.

Provided nevertheless that the Takaful Operator is not relieved under (b) or (c) above of any liability to the Participant in respect of loss following physical damage to the Premises or the property therein of the Participant occurring before dispossession or during temporary dispossession.

Condition 7.

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

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Act of terrorism committed by a person or persons acting on behalf or in connection with any organisation.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

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

Condition 10.

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

**PROVIDED THAT**

It is hereby further expressly agreed and declared that:-

- (1) The liability of the Takaful Operator shall in no case under this endorsement and the Certificate exceed the sum covered by the Certificate.
- (2) All the conditions of this Certificate shall apply in all respects to the takaful granted by this extension save in so far as the same are expressly varied by the above Special Conditions.
- (3) The Special Conditions herein shall apply only to the takaful granted by this extension and the Conditions of the Certificate shall apply in all respects to the takaful granted by the Certificate as if this endorsement had not been made thereon.

**Additional Perils Endorsement (A)**

It is hereby agreed and declared that notwithstanding anything in the within written Certificate contained to the contrary the term Damage as defined in this Certificate shall extend to include destruction or damage (by Fire or otherwise) caused by the following perils as covered under the corresponding Material Damage Certificate No .....

- 1) Aircraft and other aerial devices or articles dropped therefrom
- 2) Earthquake and volcanic eruption
- 3) Hurricane, cyclone, typhoon, windstorm
- 4) Flood (including overflow of the sea)
- 5) Explosion but excluding loss or damage to boilers, economizers or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion
- 6) Impact by any road vehicles, animals not belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service  
or  
Impact by any road vehicles, animals including any road vehicles, horses or cattle belonging to or under the control of the Participant, or any member of his family, or any person in and upon the Participant's service
- 7) Bursting or overflowing of water tanks, apparatus or pipes installed in or on the premises covered but excluding water discharged or leaking from an installation of automatic sprinklers
- 8) Bush/lalang fire
- 9) Subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip
- 10) Fire only caused by spontaneous fermentation, heating or combustion or Spontaneous fermentation, heating or combustion
- 11) Smoke damage due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, but not smoke from fire-laces or industrial apparatus.
- 12) Water or other fire extinguishing agent accidentally discharged or leaking from an automatic sprinkler installation and/or drencher and/or fire suppression or extinguishing installation or apparatus
- 13) Loss or damage to property occasioned by its undergoing any heating or drying process, but excluding loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition, or discoloration.

Provided that the liability of the Takaful Operator shall in no case under this Endorsement and the certificate exceed the sum covered by this Certificate.

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

**Additional Perils Endorsement (B)**

It is hereby agreed and declared that notwithstanding anything in the within written Certificate contained to the contrary the term Damage as defined in this Certificate shall extend to include destruction or damage (by fire or otherwise) caused by the following additional perils as covered by the Material Damage Certificate No .....

Provided that the liability of the Takaful Operator shall in no case under this Endorsement and the Certificate exceed the sum covered by this Certificate.

All the conditions of this Certificate shall apply in all respects to the takaful granted by this Endorsement save in so far as

the same are expressly varied hereunder.

Note\*: The additional perils endorsement wordings (a) or (b) to be used where applicable.

## Extension

**The following Extensions are applicable if specified in the certificate schedule;**

**Infectious or Contagious Diseases, Murder, Suicide, Pest, Food or Drink Poisoning; or Defective Sanitary Arrangements**

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

- (i) Human infectious or contagious disease manifested within any person whilst in the Premises
- (ii) Murder or suicide occurring at the Premises
- (iii) Injury or illness sustained by any person arising from or traceable to foreign injurious matter in the food or drink provided on the Premises
- (iv) Vermin or pests at the Premises
- (v) Defects in the drains and other sanitary arrangements at the Premises

which directly and solely results in the restriction of use of the Premises (whether total or partial) by the order of the competent public authority.

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

### Special Conditions

1. Notifiable Disease or illness shall mean illness sustained by any person resulting from :
  - a) food or drink poisoning, or
  - b) any human infectious or human contagious disease [excluding Acquired Immune Deficiency Syndrome (AIDS)]

An outbreak of which the competent local authority has stipulated shall be notified to them.

2. For the purpose of this memorandum

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident, beginning -

- a) in the case of (i),(iv) and (v) above, with the date of the occurrence or discovery
- b) in the case of (ii) and (iii) above, with the date from which the restrictions on the Premises are applied

and ending not later than when restrictions are lifted or the Maximum Indemnity Period thereafter, whichever is the shorter period.

Maximum Indemnity Period shall mean ..... months

Premises shall mean only those locations stated in the Premises definition; in the event that the certificate includes an extension which deems loss destruction or damage at other locations to be an Incident such extension shall not apply to this memorandum.

3. The Takaful Operator shall not be liable under this memorandum for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
4. The Takaful Operator shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
5. The Takaful Operator's liability under this memorandum shall not exceed 10% of Sum Covered or RM10 million, whichever is lower in any one period of takaful, after the application of all other terms and conditions of the certificate.

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

**Prevention of Access**

In consideration of the payment of an additional contribution which is included in the contribution hereon it is hereby agreed and declared that subject to the conditions of the Certificate, loss as covered by Item(s) No(s) ..... of this Certificate resulting from interruption of or interference with the business in consequence of damage by covered peril (as within defined) to property in the vicinity of the Participant's premises which shall prevent or hinder the use thereof or access thereto, whether the premises or property of the Participant therein shall be damaged or not, shall be deemed to be loss resulting from damage to property used by the Participant at the premises.

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

Maximum Indemnity Period shall mean ..... months.

The Takaful Operator's liability under this memorandum shall not exceed 10% of the Sum covered or RM10 million, whichever is lower in any one period of takaful, after the application of all other terms and conditions of the certificate.

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

**Public Utilities**

In consideration of the payment of additional contribution it is hereby declared that subject to the conditions of the Certificate loss as covered by this Certificate resulting from interruption of or interference with the business consequent upon failure of public supplies of electricity/water/gas \* resulting from a damage as defined in the Certificate at any :

- generating station or substation of the public electricity supply undertaking,
- land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith,
- water works or pumping station of the public water supply undertaking,

from which the Participant obtains electricity/water/gas \* shall be deemed to be loss resulting from damage to property used by the Participant at the premises. Any transmission lines or pipes feeding to the Participant's premises are not included.

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

PROVIDED that the Takaful Operator shall not be liable for any loss covered by this extension unless failure of the public supplies of electricity/water/gas\* exceeds a period of seventy-two (72)\* hours and the liability of the Takaful Operator under this extension shall apply only to such period in excess of seventy-two (72)\* hours."

\* Delete as appropriate.

**Specified Customers' Premises**

In consideration of the payment of an additional contribution which is included in the contribution hereon it is hereby agreed and declared that subject to the conditions of the certificate, loss as covered by Item(s) No(s) ..... of this certificate resulting from interruption or interference with the business in consequence of damage (as within defined) to property at any premises in Malaysia, Singapore or Brunei of the undernoted customer(s) shall be deemed to be loss resulting from damage to property used by the Participant at the premises.

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

<u>Customer</u>	<u>Situation</u>	<u>Limit of Liability</u>
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PROVIDED that the Takaful Operator shall not be liable for any loss covered by this extension unless interruption of or interference with the Business of the Participant exceeds a period of seventy-two (72) hours and the liability of the Takaful Operator under this extension shall apply only to such period in excess of seventy-two (72) hours.

**Specified Suppliers' Premises**

In consideration of the payment of an additional contribution which is included in the contribution hereon it is hereby agreed and declared that, subject to the conditions of the certificate, loss as covered by Items(s) No(s)..... of this certificate resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the Participant at the premises.

Provided that the liability under this memorandum in respect of any one location under (each of) Item(s) No(s) ..... shall not exceed the percentage of the sum covered thereunder shown against each situation.

<u>Supplier</u>	<u>Situations</u>	<u>Takaful Operator Liability</u>
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Takaful Operator will only be liable for any loss indemnifiable under this extension once the period of the loss has exceeded seventy-two (72) hours from the time that the Participant is first impacted by a shortage in supplies and shall continue until such time that supplies have been restored in sufficient quantities to enable the Participant to maintain the pre loss level of production.

### Unspecified Suppliers' Premises

In consideration of the payment of an additional contribution which is included in the contribution hereon it is hereby agreed and declared that, subject to the conditions of the certificate, loss as covered by Items(s) No. (s)..... of this certificate resulting from interruptions of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations shall be deemed to be loss resulting from damage to property used by the Participant at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed 10% of the sum covered thereunder or RM10 million, whichever is the lower.

Situations:

The premises situate in Malaysia, Singapore or Brunei of the Participant's suppliers, manufacturers or processors of components, goods and materials.

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

## Clauses

**The following clauses are applicable if specified in the schedule;**

### Accountants' Clause

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

### Accumulation of Stock Clause

In adjusting any loss account shall be taken and an equitable allowance made if any shortage of turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses and/or depots.

### Alternative Basis Clause

It is agreed and declared that in the event of a claim, adjustment may be based on 'Turnover or Output' whichever affords the most equitable result, and except in the definition of turnover the word 'Turnover' wherever used in this Certificate shall read as 'Turnover or Output'. 'Output' shall mean sale value of goods manufactured by, or sold by, the Participant in the course of the Business at the Premises, provided that: (a) only one such meaning shall be operative in connection with any one occurrence involving damage as within defined. (b) if the meaning set out in this Clause be used, the Alternative Trading Clause shall be held to be altered to read as follows:

#### Alternative Trading Clause

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

### **Asbestos Exclusion Clause**

This Certificate excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

1. asbestos, or
2. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

### **Co-Takaful and Leader Clause**

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Takaful Operator" shall be deemed to mean the following Takaful Operators each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

### **Co-Takaful Clause (For Dealings with Insurance Companies)**

The Takaful Operator hereby severally agree, each for the proportion or share of participation set against its name, to indemnify the Participant by payment or at the option of the Takaful Operator by reinstatement repair or replacement in accordance with the terms and conditions hereunder or endorsed herein or in a Certificate of Takaful.

Provided that:

- (1) The liability of the Takaful Operator shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by any Endorsement or attached hereto, signed by or on behalf of the Takaful Operator.
- (2) The liability of each of the Takaful Operator/Insurance Companies individually in respect of such loss shall be limited to the proportion set against its name.

It is further agreed that the Following Takaful Operator/Insurance Companies shall be subject to and follow the same intention, risks, terms and conditions, warranties, clauses, valuation, amendments or alterations of any description or any decision as may be made by the Lead Takaful Operator irrespective of any variation or difference in terminology under either the Islamic Financial Services Act 2013 or the Financial Services Act 2013 as the case may be or as applicable therefore.

Notwithstanding that the Takaful Operators/Insurance Companies hereby attest to the intention and meaning of the Special Memorandum as lodged with them, the Lead Takaful Operator shall be entitled to investigate settle compromise control discharge or repudiate any claims and to institute defend settle and compromise any proceedings in respect of any risks and/or interest arising from this Certificate and/or under the applicable provisions of either the Islamic Financial Services Act 2013 or the Financial Services Act 2013 or both as the case may be or as applicable therefore.

To the extent the Takaful Operator is liable to pay under this Certificate to that extent the Following Takaful Operator/Insurance Companies shall follow the fortunes of the Takaful Operator in all respects all loss or damage provided for by this Certificate.

The Special Memorandum serves to encapsulate the intentions and arrangements that were discussed and agreed upon between the parties as set below and with whom it shall be lodged with without altering reducing or amending the rights and duties of each party under the Co Takaful Certificate Nos.....or Insurance Certificate Nos.....issued or signed accordingly under the provisions of the Islamic Financial Services Act 2013 or the Financial Services Act 2013. It has been agreed that:

- (1) For the purpose of determining any liability to indemnify the Participant under a Certificate of Takaful including as prescribed by any Endorsements attaching thereto, all parties shall primarily refer to a certificate or conventional language as normally issued under the provisions of the Islamic Financial Services Act 2013 or the Financial Services Act 2013 and signed on by all Takaful Operators/Insurance Companies for their respective share of participation of such liability, all loss or damage provided for by this Certificate.
- (2) For the purpose of determining any entitlement under al-Mudharabah to the favour of the Participant (or Insured as equivalently known under a Contract of Insurance), the Co Takaful Certificate/s and any attachment thereto issued by (Takaful Operator's Name) shall be referred to and it is hereby understood that the rate of al-Mudharabah returns shall be proportionate to the Co Takaful share of participation.
- (3) In as far as the required presence of representatives of the Takaful Operators/Insurance Companies is concerned, in particular for meetings with the (Participant's Name) or its representatives or for any other official occasion or functions related to matters of Takaful, (Takaful Operator's Name) may be called upon to act as the spokesperson without prejudice to the rights and duties of each Takaful Operator/Insurance Companies.
- (4) The Lead Takaful Operator shall perform its obligations as prescribed under the Co-Takaful Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all Takaful Operators/Insurance Companies for their own rightful purpose or for the benefit of the Participant.
- (5) The Takaful Operator shall agree to nominate an internationally recognised and registered loss adjuster or panel of such loss adjusters which is/are acceptable to the Participant.
- (6) Notwithstanding the above arrangement, (Broker's Name) shall retain its rights and perform its duties as the appointed Takaful Broker for the (Participant's Name).

Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed or to be prescribed from time to time by the Malaysian Authorities.

#### **Date Recognition (Without Saving 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 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 recognise 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 or any consequential loss directly or indirectly arising from any device, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Takaful Operator will not pay any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same. Subject otherwise to the terms and conditions of the Certificate.

**Departmental Clause**

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of Item 1 of the specifications attached shall apply separately to each Department affected by the damage except that if the Sum Covered by the said item be less than the aggregate of the Sums produced by applying the rate of Gross Profit for each department of the business (whether affected by the damage or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.

**Interdependency Clause**

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

Note: The Interdependency Clause may only be used for joint Participants who stand in the relationship as parent and subsidiary companies.

**Material Damage Proviso Waiver Clause**

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of destruction or damage that the payment shall have been made or liability admitted under the takaful covering the interest of the Participant in the property at the premises against such destruction or damage if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such takaful excluding liability for losses below a specified amount

**New Business Clause**

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

**Rate of Gross Profit**

The rate of gross profit earned	)	to which such adjustment
on the turnover during the	)	shall be made as may be
Period between the	)	necessary to provide
commencement of the business	)	for the trend of the
and the date of the damage	)	business and the

Annual Turnover	)	variations in or special
	)	circumstances affecting
The proportional equivalent for	)	the business either
the period of twelve months of	)	before or after the
the turnover realised during	)	damage or which would
the period between the	)	have affected the
commencement of the business	)	business had the damage
the date of the damage	)	not occurred, so that the and
	)	figures thus adjusted
Standard Turnover	)	shall represent as nearly
	)	as may be reasonably
The proportional equivalent for	)	practicable the results
a period equal to the Indemnity	)	which but for the damage
Period, of the Turnover	)	would have been obtained
realised during the period	)	during the relative
between the commencement	)	period after the damage
of the business and the	)	
date of the damage	)	

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

N.B.: The gross profit specification wordings is shown as an example only. Member companies are required to substitute other wordings used other than gross profit.

### Payment on Account Clause

Payment on account will be made to the Participant if desired provided that it is established that the loss is indemnifiable under 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 Takaful Operator within sixty (60) days from the inception date of this Certificate / Endorsement / Renewal Certificate.

If this condition is not complied with then this Contract of Takaful is automatically cancelled and the Takaful Operator shall be entitled to the pro rata contribution on the period they have been on risk.

Where the contribution payable pursuant to this Warranty is received by an authorised agent of the Takaful Operator, the payment shall be deemed to be received by the Takaful Operator for the purpose of this Warranty and the onus of proving that the contribution payable was received by a person, including an agent, who was not authorised to receive such contribution shall lie on the Takaful Operator.

Subject otherwise to the terms and conditions of this Certificate.

### Salvage Sales Clause

If, following damage giving rise to a claim under this Certificate, the Takaful Operator shall hold a salvage sale during the Indemnity Period, Clause (a) of Item No.1 of the specifications attached shall for the purpose of such claim read as follows:-

- a) IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall in consequence of the damage, fall short of the Standard Turnover from which sum shall be

deducted from the Gross Profit actually earned during the period of the salvage sale.

### **Self-Takaful Clause**

It is hereby declared and agreed that the Participant agrees to self-takaful and that the sum(s) covered nominated under [Item(s) no(s)..... of] this Certificate represent(s) only ..... % of the actual amount on the interest covered herein.

In consequence of the foregoing, the Participant agrees to be his own takaful operator for the difference of .....% and undertakes to bear that rateable proportion of:-

- (a) each and every loss or damage (including any amounts in respect of fees charges costs and expenses) payable under this Certificate.
- (b) any expenditure payable in the exercise of Condition 14 of this Certificate; and
- (c) any refund contribution due in accordance to the terms and provisions of the Contribution Adjustment Clause where such a Clause is provided for and form part of this Certificate.

It is further declared and agreed that in the event the sum(s) covered under [Item(s) no(s)..... of] this Certificate is less than ..... % of the actual amount of the interest covered herein at the time of loss, the Condition of Average expressed in the specification of this Certificate shall apply accordingly.

(N.B. This Clause can be used only in conjunction with the specifications which are subject to average)

### **Upward Adjustment Clause**

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

N.B. The maximum percentage of upward adjustment shall be limited to 25% only. An additional contribution calculated at 75% of the upward adjustment percentage shall be imposed. This additional contribution shall be treated as provisional, and shall be adjusted in accordance to the actual \*Gross Profit/Gross Rental/Gross Revenue earned as certified by the Participant's auditors.

\*To delete appropriately

## General Provision

### **Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism**

If we discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Certificate immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Certificate in accordance with any applicable laws.

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) 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 the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
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 Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad 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 Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### Procedure for Complaint to CSB

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, 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  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto: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:

Etiqa General Takaful Berhad  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my)