



**HSBC Amanah Takaful (Malaysia) Sdn. Bhd.
(Company No. 731 530-M)**

FLEXI BUSINESS SHIELD CERTIFICATE

Please read this Certificate carefully.

Version as at: Jan 2012

This is a General Takaful plan managed by HSBC Amanah Takaful (Malaysia) Sdn. Bhd..

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 needs. With this intention in mind, a portion of Your Contribution will be credited to the General Risk Fund on the basis of Tabarru (donation).

This General Takaful plan is managed in accordance to the Shariah principles guided by Our Shariah Committee. In consideration of Your participation and Contribution, We hereby contract with You on the terms, conditions and benefits as stated in this Certificate. No variations or changes to the terms of this Certificate shall come into force unless effected by an Endorsement issued by Us. The relationship between all participants and HSBC Amanah Takaful (Malaysia) Sdn. Bhd. is governed by this Certificate on Wakalah basis.

The Certificate attached describes the terms of this plan in full. Please read it carefully to ensure that it meets your requirements.

For and on behalf of

HSBC Amanah Takaful (Malaysia) Sdn. Bhd.

Chief Executive Officer

A. Certificate Information Statement

1. You may pay Your Contribution to Us by cheque in favour of "HSBC Amanah Takaful (Malaysia) Sdn. Bhd.".
2. You have to inform Us and provide Us with the relevant documents immediately to ensure Our services to You are not interrupted if there is any change in Your address or contact number.
3. You may, if You wish to dispute any decision of Ours arising from this Certificate, refer the matter to:-

Takaful Operator's Complaint Unit
The Financial Mediation Bureau
25th Floor, Dataran Kewangan Darul Takaful
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel :03-2272 2811
Fax : 03- 2274 5752

Consumer & Market Conduct Department
Bank Negara Malaysia
Jalan Dato Onn
50480 Kuala Lumpur
Tel : 03-2698 8044
Fax : 03-2691 4086

We advise You to contact them before giving written complaint of the matter.

4. You may contact BNMLINK and BNMTELELINK for information, inquiries or redress you may have pertaining to the area of Takaful and other matters under Bank Negara Malaysia's jurisdiction. The contact details for BNMLINK and BNMTELELINK are: -

BNMLINK

Bank Negara Malaysia LINK general line: +60(3) 2698 8044 extension 8950 / 8958

BNMTELELINK

Jabatan Komunikasi Korporat
Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465 (LINK)
Fax: 03-2 174 1515
[E-mail: telelink @bnm.gov.my](mailto:telelink@bnm.gov.my)

BNMLINK and BNMTELELINK operating hours are from: Monday - Friday, 9.00 a.m. - 5.00 p.m.

5. We can be reached at 1-800-88-9659. You can also fax Us at 03-2031 0833 or write Us at P.O. Box 13343, 50806 Kuala Lumpur. We are committed to delivering the highest level of service and We welcome any comments You may have about Our services.

B. General Risk Fund and Surplus Distribution

1. The Contribution paid (less Wakalah fee of 50%) for this Certificate will be allocated into the General Risk Fund. If We wish to vary the amount of Wakalah fee, We shall advise You in writing before implementing the change.
2. The General Risk Fund is for the collective benefit of all its participants and provides a means of financial protection through the principles of Takaful.
3. We will manage the General Risk Fund in accordance to principles of Shariah and will avoid investing the assets of the General Risk Fund in securities and assets prohibited by Shariah.
4. All costs, expenses, charges and levies for maintaining and investing the assets of the General Risk Fund and any other related expenses shall be borne and paid from the General Risk Fund.
5. We are authorised and may secure retakaful/reinsurance as We deem necessary in respect of the General Risk Fund/Takaful coverage granted under this Certificate. All proceeds (if any) from the retakaful/ reinsurance arrangements will be credited to the General Risk Fund.
6. In conformity with Shariah rulings, We are liable for any proven loss to the assets of the General Risk Fund if such loss is due to Our failure to observe provisions of this Certificate.
7. The assets and liabilities of the General Risk Fund will be valued at the end of each financial year and actuarial principles will be applied to assess the surplus **distributable**. Claim payments and provisions, retakaful / reinsurance costs, technical reserves, stabilisation reserves and any deficits brought forward will be taken into account when calculating any surplus **distributable**.
8. We will strive to manage the General Risk Fund to minimise inherent risks while maximising the surplus by applying prudent underwriting policies.
9. As a reward for managing and administering the General Takaful Fund, We are entitled to an incentive fee which comprises of
 - 9.1 50% of any surplus **distributable** from Fire and/or Fire Consequential Loss Section(s)*.
The balance 50% of any surplus **distributable** will be distributed to eligible participants; and
 - 9.2 50% of any surplus **distribution** from other Section(s)*.
The balance 50% on any surplus **distributable** will be distributed to eligible participants.

**the Takaful cover for the various Section(s) specified in the Schedule attached to this Certificate where applicable.*

10. If the General Risk Fund is in deficit, We will grant interest free financing (**Qard**) from Our shareholders' funds to rectify the deficit. Any future surplus **distributable** in the General Risk Fund will be used to reimburse Us for such financing before the distribution of any surplus to the participants and Us.

11. If the surplus payable to You is less than or equal to RM10, it will be donated to a selected charitable organisation approved by Our Shariah Committee.

C. General Definitions

In this Certificate, unless the subject or context requires otherwise, the words described below shall have the corresponding meanings and shall bear such meanings throughout this Certificate: -

Business

The usual work and activities carried on by You as specified in the Schedule.

Business Premises/Premises

Your usual place of work and where Your business activities are carried on as specified in the Schedule.

Contribution

The amount stated as "Contribution" in the Schedule.

Employee

Any person under a contract of service or apprenticeship with You.

Endorsement

Any amendment to the Certificate or Certificate wording as specified in a document attached to the Certificate or stated in the Schedule.

Excess/Deductibles

The first amount that You have to pay towards each claim as provided in the corresponding Section of the Schedule.

General Risk Fund

The risk fund that is managed by HSBC Amanah Takaful (Malaysia) Sdn. Bhd. for the benefit of all its eligible participants.

General Exclusions

The exclusions provided in part E of this Certificate.

General Conditions

The conditions as described in part F of this Certificate.

Incident

Any event which might lead to a claim.

Period of Takaful

The length of time for which the Takaful protection will be effective as specified in the Schedule or of any subsequent period in respect of which You shall have paid and We shall have accepted the Contribution required for the renewal of this Certificate.

Property Covered

Refers to the specific "Item Covered" for a particular Section as specified in the corresponding Section of the Schedule.

Proposal Form

The proposal which You have signed or statement of fact which contains information which You gave Us and any other information that You have given Us. This includes the information given on Your behalf.

Schedule

The schedule is part of this Takaful arrangement and contains, amongst other things, your details and other item(s) that is/are included in the Schedule, the Period of Takaful protection and the endorsements, clauses and warranties of this Certificate wording whichever applies. If this Certificate has been renewed, it also means the "Renewal Schedule" that is subsequently issued.

Sections

Refers to the specific definitions, conditions, exclusions, clauses, special provisions and endorsements that are applicable and provided in the corresponding class of Takaful cover taken up by You, which forms part of the Certificate and includes the corresponding Sections in the Schedule.

Sum Covered / Limit of Indemnity

The specific maximum amount that is payable under each Section of this Certificate for the applicable benefit as prescribed in the corresponding Section in the Schedule.

Tabarru

An Arabic word that means "donation, gift or contribution". In this Certificate, it means donation for the purpose of participating in the General Risk Fund.

Takaful/Takaful arrangement

A scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to You in case of need whereby You mutually agree to contribute for that purpose.

Terms and Conditions

All the definitions, terms, conditions, exclusions, clauses, special provisions and endorsements contained in this Certificate, which includes the General Exclusions, General Conditions and the specific terms and conditions of each corresponding Sections, where applicable.

Territorial Limit

Shall mean Malaysia unless otherwise specified in the corresponding Section of the Schedule or Endorsement.

We, Us, Our, Ours, Takaful Operator

HSBC Amanah Takaful (Malaysia) Sdn. Bhd..

You, Your, Yours

The person named in the Schedule as the "Participant" and "Additional Participant", where applicable.

Wakalah

The appointment by one party of another to act on his/her behalf. In the context of this Certificate, You are deemed to have appointed Us to manage the General Risk Fund on Your behalf.

Any word denoting a person shall include a natural person, company, corporation, partnership, association, any two or more persons having joint or common interest or any legal or commercial entity or undertaking.

Words including the singular shall where appropriate include the plural and vice-versa and words including a gender shall include every gender.

References to the provisions of legislations in this Certificate shall mean the Malaysian legislations and shall include all statutory modification, amendment and re-enactment of such legislations.

D. Takaful Certificate

By this Certificate, You, as the Participant and We, as the Takaful Operator agree that: -

1. The Proposal Form which You have signed or statement of fact which contains the information which You gave Us and any other information that You have given Us shall be the basis of this Certificate.
2. The truth of the Proposal/information shall be a condition precedent to Your liability.
3. You will pay the Contribution to Us. It is a fundamental and absolute condition of this Certificate that the Contribution due must be paid and received by Us within sixty (60) days from the inception date of this Certificate / Endorsement / renewal Certificate. If this condition is not complied with then this Certificate is automatically cancelled and We shall be entitled to the pro rata Contribution for the period We have been on risk. Where the Contribution payable pursuant to this Condition is received by Our authorised agent, the payment shall be deemed to be received by Us for the purposes of this condition and 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 on Us.
4. Subject to the Terms and Conditions of this Certificate, We will provide Takaful cover for the various classes of Takaful cover as provided in the Sections taken up by You as specified in the Schedule attached to this Certificate.
5. The classes of Takaful cover provided under this Certificate are: -

Section 1	-	Fire and Allied Perils
Section 2	-	Fire Consequential Loss
Section 3	-	Burglary
Section 4	-	Commercial "All Risks"
Section 5	-	Mobile Equipment "All Risks"
Section 6	-	Money
Section 7	-	Public Liability
Section 8	-	Employers' Liability
Section 9	-	Fidelity Guarantee
Section 10	-	Plate Glass
Section 11	-	Group Personal Accident

E. General Exclusions

E1. These General Exclusions provided hereunder shall apply to all the Sections of this Certificate unless specifically provided otherwise in the respective Sections. In the event of any conflict between these General Exclusions and the specific exclusions provided in the respective Sections, the specific exclusions of the respective Section shall prevail.

E2. We shall not be liable in respect of: -

1. Any loss, damage, liability, death or bodily injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- (i) ionizing radiations or contamination by radioactivity by any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (iii) nuclear weapons material or any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. Any loss, damage, expense, liability, death or bodily injury occasioned by or through or in consequence directly or indirectly arising from: -

- (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- (ii) mutiny, riot, civil commotion, 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; or
- (iii) any acts of terrorism

For the purpose of this Exclusion, 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 on connection with any organisation(s) or government, committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

This Certificate also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

3. Any loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly arising from confiscation, commandeering, requisition or destruction of or damage to the property covered 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 Business Premises is situated.
 4. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from pressure waves caused by aircraft and other aerial devices.
 5. Consequential Loss of any kind.
 6. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving: -
 - (i) asbestos; or
 - (ii) 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.
 7. Any claim arising directly or indirectly from or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
 8. Any Excess / Deductibles.
- E3. In any action, suit or other proceeding where We allege that by reason of the provisions of this General Exclusion or of the provisions of the Sections of this Certificate, any accident, loss, damage, expense, liability or bodily injury is not covered by this Certificate, the burden of proving that such accident, loss, damage, expense, liability or bodily injury is covered shall be upon You.
- E4. We shall not be liable for any payment for the investigation or defence of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.
- E5. In the event that any portions of the exclusions of this Certificate are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

F. General Conditions

1. These General Conditions provided hereunder shall apply to all Sections of this Certificate unless specifically provided otherwise in the respective Sections. In the event of any conflict between these General Conditions and the specific conditions provided in the respective Sections, the specific conditions of the respective Section shall prevail.
2. Every notice or communication to Us required by these conditions must be written or printed.
3. You shall exercise all reasonable precautions to prevent accidents and disease resulting in injury, loss, destruction or damage to property and shall comply with all regulations set out in any legislation applicable or imposed by any authority.
4. This Certificate shall be voidable by Us in the event of misrepresentation, misdescription or non-disclosure in any material particular by You.
5. Change in risk
The coverage afforded by this Takaful shall cease if: -
 - (i) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued; or
 - (ii) Your interest ceases otherwise than by death or by operation of law; or
 - (iii) any alteration be made either in the Business or in the Premises or Property Covered therein whereby the risk of damage is increased at any time after the commencement of this Takaful unless its continuance be admitted by Us by an Endorsement signed by or on Our behalf.
6. The due observance and fulfillment of the Terms and Conditions and Endorsements of this Certificate and its Sections in so far as they relate to anything to be done or not to be done by You shall be conditions precedent to any liability of Ours to make any payment under this Certificate.
7. If an Incident occurs which gives or may give rise to a claim under this Certificate, You: -
 - (i) shall take steps to minimise the loss or damage and recover any missing property;
 - (ii) shall give notice as soon as possible of the occurrence of loss or happening of the Incident, in writing to Us and at Your own expense and supply Us with full particulars in writing of the loss or damage and the particulars of all other Takaful or insurance coverage (if any);
 - (iii) shall submit all necessary claims documents as required by Us within thirty (30) days of date of Incident;
 - (iv) shall, if there has been a theft or any attempted theft, give notice to the police as soon as possible;
 - (v) shall send to Us any writ, summons or other legal proceedings issued or commenced against You, immediately the same shall have come to Your knowledge or receipt and you shall give all necessary information and assistance to enable Us to settle or resist any claim or to institute proceedings;

- (vi) shall not incur any expense in making good any loss or damage to any party without the written consent from Us and shall not negotiate, pay, settle, admit or repudiate any claim without such consent;
 - (vii) shall at Your own expense give Us all such records, books of account or documents or other such information as We may reasonably require for investigating or verifying a claim; and
 - (viii) shall not in any case abandon any property to Us, whether possession has been taken by Us or not.
8. We or Our appointed representatives shall be entitled:
- (i) to enter any building where the loss or damage has happened and to take and keep possession of the Property Covered and to deal with the salvage in a reasonable manner if there is loss or damage for which indemnity is provided. This Certificate or any copy thereof certified by Us shall be proof of leave and license for such purpose but no property may be abandoned to Us;
 - (ii) to undertake in Your name and on Your behalf the absolute conduct, control and settlement of any proceedings instituted by any third party against You or Your personal representative in respect of any liability covered by this Certificate;
 - (iii) to take proceedings at Our own expense and for Our own benefit, but in Your name to recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.
9. If any event occurs giving rise to any loss, damage, expense or liability for which indemnity is provided under this Certificate and there shall be any other Takaful or insurance coverage against such loss, damage, expense or liability or any part thereof, We shall not be liable for more than its rateable proportion thereof.
10. If any claim under this Certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Certificate, all benefits hereunder shall be forfeited.
11. Unless otherwise expressly stated, nothing contained herein shall give any rights against Us to any person other than You. Further, We shall not be bound by any passing of Your interest otherwise than by will or by operation of law unless and until We shall by Endorsement declare the Certificate to be continued. The extension of Our liability in respect of the property of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all cases for and on behalf of such person and the receipt by You shall in any case absolutely discharge Our liability hereunder.
12. This Certificate or Section may be terminated at any time at Your request, in which case We will retain the customary short period rate for the time Your Certificate or Section that has been in force. The amount to be refunded upon termination of the Certificate shall be subject to the minimum Contribution of RM75 to be retained by Us.

This Takaful coverage may also be terminated at Our option by sending fourteen (14) days' notice by registered letter to You at Your last known address, in which case We shall be liable to repay on demand a rateable proportion of the Contribution for the unexpired term from the date of cancellation.

13. If any part of the Contribution or renewal Contribution is based on estimates furnished by You, You shall keep accurate records of all such details, which may include, but is not limited to the names of employees together with salaries/wages and other earnings paid by You as an employer and shall allow Us to inspect such record(s). You shall within one (1) month from the expiry of each Period of Takaful furnish such information as We may require and the Contribution or renewal Contribution shall be adjusted and the difference be paid or allowed to You.
14. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively.

And in the event of death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.
15. If We discover or have justified suspicion that this Certificate is being exploited for money laundering activities and/or finance terrorism, We reserve the right to terminate this Certificate immediately. We shall deal with all Contributions paid and all benefits/sum payable in respect of this Certificate in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.
16. In no case whatsoever shall We be liable for any loss or damage after the expiration of twelve (12) months from the occurrence of the loss or damage unless the claim is the subject of pending action or arbitration.
17. The Certificate, Schedule and Endorsement (which forms an integral part of this Certificate) shall be read together as one contract and the words and expressions to which specific meanings have been attached in any part of this Certificate, Schedule or Endorsement shall bear the specific meanings wherever they shall appear.

Section 1. Fire and Allied Perils

We agree subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Covered or any part of such property be destroyed or damaged by fire or lightning during the Period of Takaful, We will pay or make good to You the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage. Provided that Our liability shall in no case exceed in respect of each item the Sum Covered expressed in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on behalf of Us.

Definitions

For purposes of this Section: -

Market Value means the following:

- (a) The value at the time of damage or loss less due allowance for wear and tear and/or depreciation.
- (b) The value determined by a valuation obtained by Us from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation of the property valued as it was at the time of the occurrence of such damage or loss.
- (c) In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the property to be valued, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act, 1984 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act, 1981 and to be mutually appointed by both parties and such valuation shall be conclusive evidence in respect of the market value of the property valued in any legal proceedings against Us.

Conditions applicable to Section 1

1. Misdescription

If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, or any misdescription as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Section so far as it relates to property affected by any such misdescription, misrepresentation or omission.

2. Identity/Displacement

All Takaful coverage under this Section: -

- (a) on any building or part of any building;
- (b) on any property contained in any building; or
- (c) on rent or other subject matter of Takaful in respect of or in connection with any building or any property contained in any building;

shall cease immediately upon any fall or displacement:

- (i) of such building or of any part thereof; or
- (ii) of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided that 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 leave such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

And provided that such fall or displacement is not caused by fire, loss or damage by which is covered by this Section or would be covered if such building, range of buildings or structure were covered under this Section.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon You.

3. Other Takaful / Insurance

You shall give notice to Us of any Takaful or insurance coverage already effected, or which may subsequently be effected, covering any of the Property Covered, and unless such notice be given and the particulars of such Takaful or insurance coverage be stated or endorsed on the Schedule by or on behalf of Us before the occurrence of any loss or damage, all benefits under this Section shall be forfeited.

4. Excluded Cover (i)

Unless otherwise specifically stated in the Schedule, this Takaful does not cover: -

- (a) Loss by theft during or after the occurrence of a fire;
- (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 6 (f) of Section 1 or by its undergoing any heating or drying process); or
- (c) Loss or damage occasioned by or through or in consequence of:
 - (i) The burning of property by order of any public authority; or
 - (ii) Subterranean fire.

5. Excluded Cover (ii)

Unless otherwise specifically stated in the Schedule, this Takaful does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: -

- (a) Earthquake, volcanic eruption or other convulsion of nature;
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Takaful, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We allege 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.

6. Pollution/Contamination

This Takaful does not cover any liability for: -

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Covered caused by:

- (a) pollution or contamination which itself results from a contingency hereby covered against; or
- (b) any contingency hereby covered against which itself results from pollution or contamination.

7. Excluded Property

Unless otherwise expressly stated in this Section this Takaful does not cover: -

- (a) Goods held in trust or on commission;
- (b) Bullion or unset precious stones;
- (c) Any curiosity or work of art for an amount exceeding RM500;
- (d) Manuscripts, plans, drawing, or designs, patterns, models or moulds;
- (e) Securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of account or other business books, or computer systems records;
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion;
- (g) Explosives;
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Section;
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, lalang, prairie, pampas or jungle, and the clearing of lands by fire.

8. Change In Risk

Under any of the following circumstances this Takaful cover ceases to attach to the property affected unless You, before the occurrence of any loss or damage, obtain Our sanction, signified by Endorsement upon the Certificate, by or on Our behalf: -

- (a) if the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building covered or containing the Property Covered be changed in such a way as to increase the risk of loss or damage by fire;
- (b) if the building covered or containing the Property Covered becomes unoccupied and so remains for a period of more than thirty (30) days;
- (c) if Property Covered be removed to any building or place other than that in which it is herein stated to be covered;
- (d) if the interest in the Property Covered passes from You otherwise than by death or operation of law; or

- (e) if a notice to quit by order by the local Authorities for the requisition or acquisition of the land on which Your Property Covered is situated has been issued.

9. Marine Clause

This Takaful does not cover by any loss or damage to property which, at the time of the happening of such loss or damage, is covered by or would, but for the existence of this Section, be covered by any Marine certificate or certificates except in respect of any excess beyond the amount which would have been payable under the Marine certificate or certificates had this Takaful not been effected.

10. Claim Procedure

On the happening of any Incident of loss or damage You shall immediately give notice thereof to Us and shall within fifteen (15) days after the Incident of loss or damage, or such further times as We may in writing allow in that behalf, deliver to Us: -

- (a) a claim in writing for the loss or damage containing as particular an account as may be reasonable practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind; and
- (b) particulars of all other Takaful / Insurances, if any.

You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of Our liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and of the claim and of any matters connected therewith. No claim under this Section shall be payable unless terms of these Conditions have been complied with.

11. Fire Fighting Expenses

The Takaful coverage under this Section extends to include: -

- (a) wages of Your Employees other than full-time members of a Works Fire Brigade;
- (b) the cost of replacement of fire fighting appliances and destruction of or damage to materials (including Employees' clothing and personal effects) unless otherwise specifically covered; and
- (c) Fire Brigade charges.

Provided always that Our liability in respect of such wages, costs and charges, shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the Business Premises of the Property Covered or immediately threatening to involve such property.

12. Takaful Operator's Right

On the happening of any loss or damage to any of the Property Covered by this Section, We may: -

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened;
- (b) take possession of or require to be delivered to it any of Your property in the building or on the premises at the time of the loss or damage;
- (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; or
- (d) sell any such property or dispose of the same for the account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You make no claim under this Section or, if any claim is made, until such claim is finally determined or withdrawn, and We shall not by act done in the exercise or purported exercise of Our powers hereunder, incur any liability to You or diminish Our right to rely upon any of the conditions of this Section in answer to any claim.

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of Our powers hereunder, all benefits under this Certificate shall be forfeited.

13. 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 You or anyone acting on Your behalf to obtain any benefit under this Section; or, if the loss or damage be occasioned by the willful act, or with Your connivance; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an arbitration taking place in pursuance of the General Condition 14 of this Certificate) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Section shall be forfeited.

14. Option Of Settlement

We may at Our option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or Takaful operator in so doing; but We shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the Sum Covered by Us thereon.

If We so elect to reinstate to replace any property, You shall at Your own expense, furnish Us with such plans, specifications, measurements, quantities, and such other particulars as We may require and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby covered, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, We shall, in every such case, only be liable to pay such sum as would be required to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

15. Market Value

In the event of a loss to the Property Covered (other than stock and building items) herein, We shall pay the Sum Covered value or the Market Value of the Property Covered, whichever is the lower, subject to the deduction of any Excess and amounts which You are required to bear under this Section as specified in the Schedule.

16. Subrogation

You shall, at Our expense, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon Our paying for or making good any loss or damage under this Section, whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

17. Average Clause

If the Property Covered shall, at the breaking out of any fire or loss, be collectively of greater value than the Sum Covered thereon, then You shall be considered as being Your own insurer or Takaful operator for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Section of the Certificate shall be separately subject to this Condition.

18. Reinstatement Of Sum Covered

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

Clauses, Warranties, Endorsements applicable to Section 1

Appraisement Clause

If the aggregate claim for any one loss does not exceed RM5,000 or 5% of the Sum Covered, whichever is the lesser amount by the item or items affected, no special inventory or appraisement of the undamaged property is required.

Alterations and Repairs Clause

Notwithstanding Condition 8 (a) of this Section, workmen are allowed on or about the covered property to carry out alterations and repairs provided the trade, manufacture, nature of occupation and/or construction of the building remains unchanged.

Computer Systems Records Clause

Computer systems records are covered only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value of the information contained therein.

Designation of Property Clause

For the purpose of determining where necessary the item (column heading) under which any property is covered, We agree to accept the designation under which such property is entered in Your books.

Internal Removal Clause

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situations specified in the Schedule being inadvertently not advised to Us the coverage on such property shall follow removal, the necessary adjustments in Sum Covered and Contribution being made as from the date of removal as soon as the oversight is discovered.

Reinstatement Value Clause

Notwithstanding anything to the contrary contained in Condition 12 of this Section, it is hereby declared and agreed that in the event of the property covered under "Item Covered" as stated in Section 1 of the Schedule (other than Stock in Trade and merchandise) being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) this Section is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the covered property when new, subject to the following Special Provisions and subject also to the terms and conditions of this Section except insofar as the same may be varied hereby.

SPECIAL PROVISIONS

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to Your requirements subject to Our liability not being thereby increase) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as We may (during the said twelve (12) months) in writing allow otherwise no payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made.
2. Until expenditure has been incurred by You in replacing or reinstating the property destroyed or damaged We shall not be liable for any payment in excess of the amount which would have been payable under this Section if this clause had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Property Covered has been destroyed exceeds the Sum Covered thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril covered against by this Section, then You shall be considered as being Your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Section 1 of the Schedule (if more than one) to which this Clause applies shall be separately subject to the foregoing provision.

4. This clause shall be without force or effect if: -
 - a) You fail to intimate to Us within six (6) months from the date of destruction or damage, or such further times as We may in writing allow, of Your intention to replace or reinstate the Property Covered destroyed or damaged.
 - b) You are unable or unwilling to replace or reinstate the Property Covered destroyed or damaged on the same or another site.
5. No payment beyond the amount which would have been payable under the Certificate if this clause had not been incorporated therein shall be made if at the time of any destruction or damage to any Property Covered hereunder such property shall be covered by any other insurance/Takaful coverage effected by or on Your behalf which is not upon the identical basis of reinstatement set forth therein.

Property Damage Clarification Clause

Property damage covered under this Section 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 Section: -

- 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 or 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.

Unvalued Certificate Clause

This is an unvalued certificate. The onus is on You to prove the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage.

Date Recognition

It is noted and agreed this Section is hereby amended as follows: -

- (A) We 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 Your property 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 as its true calendar date; and/or

- 3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (B) It is further understood that We 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 in item (A) above.
- (C) It is further understood that We will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.
- (D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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 items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 2. Fire Consequential Loss

We agree subject to the Terms and Conditions contained herein or endorsed or otherwise expressed hereon that if the Property Covered or any part of such property used by You at the Business Premises for the purpose of the Business be destroyed or damaged by: -

- (a) fire;
- (b) lightning; and
- (c) explosion, in a building in which gas is not generated and which does not form part of any gas works, of gas used for therein for illuminating or for domestic purposes

(destruction or damage so caused being hereinafter termed "**Damage**") at any time during the Period of Takaful stated in the Schedule and the Business carried on by You at the Business Premises be in consequence thereof interrupted or interfered with then We will pay to You in respect of each item of the Property Covered in the Schedule hereto the amount of loss resulting from such interruptions or interference in accordance with the provisions herein contained.

Provided that at the time of the happening of the Damage there shall be in force a Takaful coverage covering Your interest in the property at the Business Premises against such Damage and that payment shall have been made or liability admitted therefore under such Takaful coverage.

And that Our liability shall in no case exceed in respect of each item of the Property Covered the sum expressed in Section 2 of the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefore by Endorsement hereon or attached hereto signed by or on Our behalf.

Definitions

For purposes of this Section 2: -

Indemnity Period shall be as defined in the Specifications attached to Section 2 of the Schedule and as provided in the corresponding Section 2 of the Schedule.

Specifications shall mean the document provided by Us to be attached to Section 2 of the Schedule which describes the Property Covered, which shall be taken and read as an integral part of this Certificate.

Conditions applicable to Section 2

1. Misdescription

If there be any material misdescription of the Business or Business Premises to which this Takaful coverage refers or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Section.

2. Displacement

Immediately upon any fall or displacement: -

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

the cover under this Takaful shall cease in respect of loss resulting from Damage to such building or property therein.

Provided that

- (i) Such fall or displacement or 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 or loss resulting from which is covered by this Section or would be covered if such building, range of buildings or structure were included in the Premises to which this Certificate refers.

If any claim be made upon this Section in consequence of Damage whether occurring before, during or after such fall or displacement You 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 of or in connection with such fall or displacement.

3. Excluded Interruption Loss

We 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 Your lack of sufficient capital for timely restoration or replacement of property destroyed, damaged or lost.

4. Excluded cover (i)

We do not cover You for 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 this Section;
- (d) The burning whether accidental or otherwise of forests, bush, lalang, 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.

5. Excluded Cover (ii)

This Takaful does not cover 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 arises out of or in connection with any of such occurrences namely, earthquake, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsion of nature or other atmospheric disturbance.

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 You shall prove such Damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We allege that by reason of the provisions of this condition any loss or damage is not covered by this Section, the burden of proving that such loss or damage is covered shall be upon You.

6. Increase in risk – Additional Contribution

Notice shall be given to Us and if required, an additional Contribution paid, if the rate of Contribution payable in respect of the Takaful cover covering Your interest in the property at the Business Premises against Damage shall be increased.

7. Claim Procedure

On the happening of any Damage in consequence of which a claim is or may be made under this Section, You shall immediately give notice thereof to Us and shall with due diligence do and concur in doing and permit to be done 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 Section shall, not later than thirty (30) days after the expiry of the Indemnity Period or within such further time as We may in writing allow, at Your own expense deliver to Us in writing a statement setting forth particulars of Your claim together with details of all other Takaful or insurance (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom. You shall at your own expense produce, procure and give to Us 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 Us or on Our behalf 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 Section shall be payable unless the terms of these Conditions 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 Us immediately.

8. Subrogation

You shall at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any right or remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for any loss under this Section whether such acts and things shall be or become necessary or required before or after Your indemnification by Us.

9. Reinstatement of Sum Covered

In consideration of You 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 loss to the expiry of the current Period of Takaful, it is agreed that in the event of loss the Takaful cover hereunder shall be maintained in force for the full Sum Covered as stated in this Section of the Schedule.

10. Time Limitation

In no case whatever shall We be liable in respect of any claim under this Section after the expiration of: -

- (a) one (1) year from the end of the Indemnity Period as provided in Section 2 of the Schedule; or
- (b) three (3) months from the date on which payment shall have been made or liability admitted by Us covering the Damage giving rise to the said claim

Unless the claim is the subject of pending action or arbitration.

Clauses, Warranties, Endorsements applicable to Section 2

Accountants' Clause

Any particulars or details contained in Your books or documents which may be required by Us under General Condition 7 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 You and their report shall be prima facie evidence of the particulars and details to which such report relates.

Accumulation of Stocks Clause

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage of turnover due to 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 Section shall read as Turnover or Output'. Output shall mean sale value of goods manufactured by, or sold by, You in the course of the Business at the Business 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 is 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 Business Premises affected by the damage for the benefit of the Business either by You or by others on Your behalf the sale value of the goods so manufactured shall be brought into account in arriving at the output during the Indemnity Period.

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 increased in cost of working then such loss is deemed to be covered by this Section notwithstanding that no material damage was sustained by the latter premises/property.

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

Material Damage Waiver Clause

It shall not be a condition precedent to liability in respect of interruptions or interference in consequence of destruction or damage that the payment shall have been made or liability admitted under the Takaful covering Your interest in the property at the Business 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 coverage excluding liability for losses below a specified amount.

Payment on Account Clause

Payment on account will be made to You if desired provided that it is established that the loss is indemnifiable under this Section.

Property Damage Clarification Clause

Property damage covered under this Section 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 Section: -

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software of 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 or 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.

Salvage Sales Clause

If, following damage giving rise to a claim under this Section, You shall hold a salvage sale during the Indemnity Period, Clause (a) of Item 1 of the Specifications attached shall for the purpose of such claim read as follows: IN RESPECT OF REDUCTION IN TURNOVER: the sum produced by applying the 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.

Unvalued Certificate Clause

This is an unvalued certificate. The onus is on You to prove the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

- (A) We 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 Your property 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 as its true calendar date; and/or
 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (B) It is further understood that We 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 in item (A) above.
- (C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.
- (D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 3. Burglary

We agree that if the Property Covered or any part thereof whilst contained in the Business Premises described in the Schedule shall be lost or damaged by Burglary or Housebreaking or any attempt thereat during the Period of Takaful, then we will indemnify you through payment or at Our option to reinstate, replace or repair any property up to the Sum Covered specified in the Schedule in any one Period of Takaful.

In addition, We agree that if there shall arise any damage to the Business Premises resulting directly from Burglary or Housebreaking or any attempt thereat during the Period of Takaful, AND PROVIDED that such damage is not otherwise covered, then we will in addition indemnify You in respect of damage for which You are responsible to make good, through payment or at Our option to reinstate or repair up to an amount not exceeding ten per cent (10%) of the Total Sum Covered or RM10,000 whichever is lesser.

Definitions

For purposes of this Section: -

Burglary or Housebreaking shall mean theft or any attempt thereat following upon an actual forcible and violent entry or exit of the Business Premises by the person or persons committing such theft. Entry or exit from the Business Premises following an assault or violence to any person or threat thereat shall be deemed Burglary or Housebreaking.

Conditions applicable to Section 3

1. Average Condition

If the Property Covered shall at the time of the loss or damage, be collectively of greater value than the Sum Covered thereon, then You shall be considered to be Your own insurer or Takaful operator for the difference and shall bear a rateable share of the loss or damage accordingly. Each and every item specified in this Section of the Schedule is separately but similarly subject to this Condition.

2. Option of Settlement

We may reinstate, replace or repair the Property Covered or any part thereof instead of paying the amount of the loss, destruction or damage and may join other Takaful operators or insurers in so doing. Upon payment of any claim for loss under this Section, We shall be entitled at Our option to the Property Covered in respect of which payment is made.

3. Reinstatement of Sum Covered

Immediately upon the happening of any loss, destruction or damage, the Total Sum Covered and the Sum Covered upon the various descriptions of Property Covered which have been lost, destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sums Covered shall be the limits of Our liability in respect of any further losses, destruction or damage occurring during the current Period of Takaful unless We consent upon payment of additional Contribution to reinstate the full Sums Covered.

Exclusions applicable to Section 3

We will not be liable to pay for: -

1. Loss, destruction or damage to the Property Covered:
 - (a) by You in collusion with any of Your family or Your Employees; or
 - (b) by any person lawfully on the Business Premises.
2. Loss or damage to the Property Covered arising from the infidelity or dishonesty of Your Employees.
3. Loss or damage to the Property Covered caused by or consequent upon fire or explosion, flood or storm.
4. Loss or damage to the Property Covered resulting from a safe or strongroom being opened by a key obtained through its having been left on the Business Premises whilst not opened for Business.
5. Loss or damage to the Property Covered caused by any shortage:
 - (a) arising from error or omission on Your part and/or Your Employees; or
 - (b) shoplifting.
6. Loss or damage to any coin and similarly operated gaming and/or amusement machines.
7. Loss, destruction or damage to deeds, bonds, bills of exchange, promissory notes, money or securities for money, cheques, stamps, stamp collections, medals, coins, plans, patterns, models, moulds, designs, documents of title to property, contracts or other documents or business books or manuscripts unless the same be specifically specified in the Schedule.

Clauses, Warranties, Endorsements applicable to Section 3

Appraisalment Clause

It is hereby declared and agreed that if the aggregate claim for any one loss does not exceed RM5,000 or 5% of the Sum Covered whichever is the lesser amount by the item or items affected, no special inventory or appraisalment of the undamaged property shall be required.

Automatic Reinstatement of Sum Covered Clause

In consideration of You 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 loss to the expiry of the current Period of Takaful, it is agreed that in the event of loss the Takaful cover hereunder shall be maintained in force for the full Sum Covered as stated in this Section of the Schedule.

Book Keeping Clause

It is a condition precedent to Your right to recover under this Section, that You shall produce to Us the following records: -

- a) record of all stocks held as the date of the last stock taking prior to the date of the burglary in respect of which the claim is made;
- b) record of all goods taken into stock since the date of the last stock taking (this record must be supported by invoices); and
- c) record of the detail daily sales whether for cash or otherwise and any other transfer of stock since the date of the last stock taking.

The foregoing provisions shall not prevent Us from asking for any further information which We may consider necessary in the event of a claim being made under this Section.

Criminal Breach of Trust Clause

We will not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined in the Penal Code.

Contract Price Clause

It is hereby declared and agreed that in respect only of goods sold but not delivered for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of the risks hereby covered against, either wholly or to the extent of the loss or damage, Our liability shall be based on the contract price, and for the purpose of calculating the value of all goods to which this clause would in the event of destruction or damage be applicable the same basis shall be used.

Pairs and Set Clause

It is hereby declared and agreed that where any covered item consists of articles in a pair or set, We shall not be liable to pay more than the proportionate value of any particular part or parts which may be lost, without reference to any special value which such article may have as part of such pair or set.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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

Theft by Deception (Cheating) Clause

We will not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Section 4. Commercial "All Risks"

We agree that if the Property Covered or any part of such property be destroyed or damaged by fire, theft or any other accident or misfortune while the said Property Covered is within the Territorial Limit and during the Period of Takaful then We will pay or make good to You the actual value of the Property Covered at the time of the happening of its destruction or the actual amount of such damage, subject to the Basis of Settlement specified in the Condition 2 of this Section.

The maximum amount paid by Us in any one Period of Takaful shall not exceed the sum specified for each Item Covered in the said Schedule for this Section.

Definitions

For purposes of the Clauses in this Section: -

Internet Operations means the following:

- (a) use of electronic mail systems of Your Business by You and Your Employees including part-time and temporary staff and others within Your organisation;
- (b) access through Your Business network to the worldwide web or a public internet site by You and Your Employees, including part-time and temporary staff and others within Your organisation;
- (c) access to Your Business Intranet (meaning internal company information and computing resources of the Business) which is made available through the worldwide web for Your customers or others outside Your organisation; and
- (d) the operations and maintenance of Your Business web site.

Market Value means the following:

- (a) The value at the time of damage or loss less due allowance for wear and tear and/or depreciation.
- (b) The value determined by a valuation obtained by Us from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement, subject to the application of appropriate depreciation of the property valued as it was at the time of the occurrence of such damage or loss.
- (c) In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the property to be valued, the valuation shall be obtained from a Loss Adjuster licensed under the Takaful Act, 1984 or Registered Valuer under the Valuers, Appraisers and Estate Agents Act, 1981 and to be mutually appointed by both parties and such valuation shall be conclusive evidence in respect of the market value of the property valued in any legal proceedings against Us.

Conditions applicable to Section 4

1. Average Condition

If the Property Covered shall at the time of the loss or damage be collectively of greater value than the Sum Covered thereon, then You shall be considered as being Your own insurer or Takaful operator for the difference and shall bear a rateable share of the loss or damage accordingly. Each and every item specified in this Section of the Schedule is separately but similarly subject to this Condition.

2. Basis of Settlement

(a) Where damage to a covered item can be repaired, We will pay all expenses necessarily incurred to restore the damaged item(s) to its condition immediately before the occurrence of the damage plus the cost of dismantling or re-erection for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop. If any parts are found to be unprocurable, Our liability shall be limited to the manufacturer's or supplier's latest price thereof and any salvage shall be taken into account. We will not pay for any extra charge(s) incurred for overtime, night-work, work on public holidays, express freight and the like.

The indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of Average Condition specified in the Condition 1 of this Section and the deduction of the Excess.

(b) Where a covered item is totally destroyed, We will pay the actual value of the item immediately before the occurrence of the loss including ordinary freight by sea or land, costs of erection and customs duties (if any), such actual value to be calculated by deducting proper depreciation from the replacement value of the item. We will also pay the reasonable expenses for the removal of the destroyed property.

The indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of Average Condition specified in the Condition 1 of this Section and the deduction of the Excess.

Exclusions applicable to Section 4

We will not be liable to pay for: -

1. Loss, destruction or damage:

- (a) caused by the willful or dishonest act of Your Employees or with Your connivance;
- (b) to any Property Covered occasioned by or happening through:
 - (i) wear and tear, depreciation, deterioration due to atmospheric conditions or otherwise, mildew, moth, vermin or any process of cleaning, dyeing, repairing, restoring or renovating;
 - (ii) its own explosion or collapse due to forces of internal steam or other fluid pressure mechanical or electrical breakdown, failure or breakage or derangement. Notwithstanding this exclusion, damage to any item directly due to its impact or

collision with anything external to the item which may arise as a result of mechanical or electrical breakdown failure to breakage will be covered;

(iii) scratching, denting of any article or breakage of lenses or glass or china, earthenware, marble, other articles of a brittle nature unless caused by burglary, theft or fire; and

(c) to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, postal and money orders, bankers' drafts, trading stamps, postage stamps or stamps of any kind, securities of any description, documents of any kind, books of account, manuscript, medals, coins, jewellery, precious stones, precious metals, bullion, furs, curios, rare books, works of art.

2. Any shortage discovered by or during an inventory process unless such shortage can be reasonably shown to have been occasioned by theft or attempts thereat.

Clauses, Warranties and Endorsements applicable to Section 4

Criminal Breach of Trust Clause

We will not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined in the Penal Code.

Cyber Clause (Internet Liability Exclusion)

It is hereby declared and agreed that this Section does not apply to any losses (bodily injury, property damage or any loss) arising, directly or indirectly, out of, or in any way involving Your Internet Operations.

This exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by the manufacturer in support of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

It is further declared and agreed that coverage under this Section does not include bodily injury or property damage arising out of any other advice of information located on the site that is used for the purpose of attracting customers.

Market Value Clause

It is hereby understood and agreed that in the event of a loss or damage to the Property Covered herein, Our limit of indemnity shall be the Sum Covered value or the Market Value of the Property Covered, whichever is the lower, subject to the deduction of any Excess and amounts which You are required to bear under this Section as specified in the Schedule.

Property Damage Clarification Clause

Property damage covered under this Section 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 Section: -

- 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 or 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.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

- 1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
- 2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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

Theft by Deception (Cheating) Clause

We will not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Maintenance Warranty

It is warranted that during the currency of this Section: -

- (a) You shall maintain each Property Covered in good working order in accordance to the applicable manufacturers/suppliers recommended maintenance and overhaul schedules.
- (b) You shall cause all Property Covered such as cranes, passenger lifts, boilers and pressure vessels to be inspected at Your own expense at least once a year by a qualified engineer. Any recommendations

regarding overhaul, repair or maintenance made during or following such inspection shall be implemented as soon as practicable by You.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

(A) We 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 Your property 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 as its true calendar date; and/or
3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

(B) It is further understood that We 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 in item (A) above.

(C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.

(D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 5. Mobile Equipment "All Risks"

We will indemnify You against loss or damage to the Property Covered and its accessories and spare parts whilst thereon described in the Schedule caused by: -

- (a) accidental collision or overturning;
- (b) accidental collision or overturning consequent upon mechanical breakdown or consequent upon wear and tear;
- (c) fire, external explosion self ignition or lightning;
- (d) burglary housebreaking or theft;

while the Property Covered is within the Territorial Limit and occurs during the Period of Takaful then at Our option, We will pay You in cash the amount of the loss or damage or may repair, reinstate or replace the Property Covered or any part thereof or its accessories or spare parts but Our liability shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting or repairing such parts.

If the equipment is disabled by reason of loss or damage covered by this Section, We will bear the cost reasonably incurred (not exceeding RM500) for its protection and removal to the nearest repairers and for its delivery within the country where the loss or damage was sustained.

Provided always that: -

- 1. The maximum amount paid by Us in any one Period of Takaful shall not exceed the Sum Covered specified for each item of Property Covered specified in this Section of the Schedule.
- 2. We shall not be liable for any loss or damage sustained whilst the Property Covered is being:
 - (a) driven by any person other than the Authorised Driver/Operator; or
 - (b) used otherwise than in accordance with Limitations As To Use.

Definitions

For purposes of this Section: -

Authorised Driver/Operator is defined as:

- (a) You; or
- (b) any person who is driving on Your order or with Your permission.

Provided that the person driving is permitted in accordance with the licensing or other laws or regulations to drive or operate the Property Covered or has been so permitted and is not disqualified by order of a court of law or by reason of any enactment or regulation from driving or operating the Property Covered.

Limitations As To Use is defined as:

Use in connection with the Business as stated in the Schedule but excluding use:

- (a) for racing, pace-making, reliability trial, demonstration or speed testing;
- (b) for the carriage of passengers; or
- (c) whilst drawing a trailer or towing any vehicle for reward.

Conditions applicable to Section 5

1. You shall take all reasonable steps to safeguard the Property Covered from loss or damage and to maintain the Property Covered in efficient condition and We shall have at all times free and full access to examine the Property Covered or any part thereof or any driver or Employee of Yours. In the event of any accident which may give rise to a claim under this Section, the Property Covered shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Property Covered is driven before the necessary repairs are effected, any extension of the damage or any further damage to the Property Covered shall be excluded from the scope of the indemnity granted by this Section.
2. If the Property Covered covered by this Certificate shall at any time of any loss, be of greater value than the Sum covered hereby, then You shall be considered as being Your own Takaful Operator for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Certificate Section shall be separately to this Condition.
3. Immediately upon the happening of any loss or damage, the Sum Covered shall be reduced by the amount of the loss or damage and such reduced Sum Covered shall be the limit of Our liability in respect of further losses or damage occurring during the current Period of Takaful unless We consent upon payment of additional Contribution to reinstate the full Sum Covered.
4. In the event of loss or damage to the Property Covered or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the Property Covered is held for repair or in the event that We exercise Our option to pay in cash the amount of the loss or damage, Our liability in respect of such part shall be limited to: -
 - (a) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Property Covered is held for repair plus the reasonable cost of fitting such part; or
 - (b) if no such catalogue exists, the price last issued by the Manufacturer's Works plus the reasonable cost if transport otherwise than by air to the country in which the Property Covered is held for repair and the amount of the relative import duty plus the reasonable cost of fitting such part.

Exclusions applicable to Section 5

We will not be liable to pay for: -

1. Loss, destruction or damage sustained:
 - (a) outside the Territorial Limit;
 - (b) whilst the Property Covered is being used on a road defined in the Road Transport Act 1987 (Federation of Malaysia);

- (c) whilst the Property Covered is in transit (including the processes of loading and unloading incidental to such transit) by road, rail, inland waterway, lift or elevator.
2. Depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages including delay or loss of market.
 3. Loss or damage by overloading or strain.
 4. Loss or damage caused by the willful or dishonest act of Your Employees or of or with Your connivance.
 5. Loss or damage caused whilst the Property Covered is being driven by the Authorised Driver/Operator under the influence of intoxicating liquor or drugs.
 6. Loss by theft of accessories, parts and spare parts unless the Property Covered is stolen at the same time.
 7. Loss or damage to:
 - (a) tyres unless the Property Covered is also damaged at the same time; and
 - (b) the canopy unless caused by or resulting from the overturning of the Property Covered.
 8. Accident, loss or damage directly or indirectly, proximately or remotely occasioned by contributed to or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake, landslide or landslip, subsidence or sinking of the soil/earth however so caused or other convulsion of nature.

Clauses, Warranties and Endorsements applicable to Section 5

Criminal Breach of Trust Clause

We will not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined in the Penal Code.

Property Damage Clarification Clause

Property damage covered under this Section 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 Section: -

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software of 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 or 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.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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

Theft by Deception (Cheating) Clause

We will not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Maintenance Warranty

It is warranted that during the currency of this Section: -

- (a) You shall maintain each Property Covered in good working order in accordance to the applicable manufacturers/suppliers recommended maintenance and overhaul schedules.
- (b) You shall cause all Property Covered such as cranes, passenger lifts, boilers and pressure vessels to be inspected at Your own expense at least once a year by a qualified engineer. Any recommendations regarding overhaul, repair or maintenance made during or following such inspection shall be implemented as soon as practicable by You.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

- (A) We 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 Your property 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 as its true calendar date; and/or
 - 3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (B) It is further understood that We 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 in item (A) above.
- (C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.
- (D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 6. Money

We agree that if the Property Covered in this Section, such as Money, shall be lost, destroyed or damaged:

- (a) by any cause while in transit and in the charge of Your messenger and/or Employee (provided all money in transit must be delivered to Your Business Premises or bank on the same day it is received and in respect of wages, salaries and other money not paid out on the same day as it is received, such Money must be kept in Your locked Safe or Strong room); or
- (b) from a locked Safe or Strong room,

within the Territorial Limit and occurs during the Period of Takaful, then We will indemnify You in respect of such loss, destruction or damage Provided that Our liability in respect of any one event shall not exceed the Sum Covered specified in this Section of the Schedule.

In addition, We agree that if any Safe, or Strong room belonging to You is lost, destroyed or damaged as a result of Burglary or Housebreaking or any attempt thereat AND PROVIDED that such damage is not otherwise covered, we will indemnify You up to a limit not exceeding ten percent (10%) of the Sum Covered or RM10,000 whichever is lesser.

Definitions

For purposes of this Section: -

Burglary or Housebreaking shall mean theft or any attempt thereat following upon an actual forcible and violent entry or exit of the Business Premises by the person or persons committing such theft. Entry or exit from the Business Premises following an assault or violence to any person or threat thereat shall be deemed Burglary or Housebreaking.

Money shall mean cash, bank notes, currency notes, cheques, travellers cheques, postal and money orders, Bills of exchange and current postage and revenue stamps being Your property or for which You are legally responsible.

Business hours shall mean the usual hours during which You transact or are open for Business at the Business Premises.

Robbery and Hold-up shall mean theft accompanied by violence or threat of violence by anyone other than Your Employees committed whilst in Your Business Premises.

Safe or Strong room shall mean a container or structure which has been specifically designed for the storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorised opening by hand-held or power operated tools.

Conditions applicable to Section 6

1. You shall take all reasonable precautions to prevent loss, destruction or damage.
2. You shall ensure that: -
 - (a) all locks, bolts, intruder alarm systems and other protective devices shall be in full operation during the time the Business Premises are left unattended or closed for Business;
 - (b) all keys to all Safes and Strong rooms in which the Money is kept shall be removed from Your Business Premises by You or persons authorised by You and retained in Your custody or the custody of the persons so authorised until Your Business Premises are reopened for Business.

Exclusions applicable to Section 6

We will not be liable to indemnify for: -

1. Loss, destruction or damage:
 - (a) occurring outside the Territorial Limit;
 - (b) occurring on the Business Premises which at the time are closed unless Money is kept in a locked Safe or Strong room;
 - (c) occasioned by or happening through theft by an Employee except while acting as a messenger and then only if such theft is discovered within three (3) working days of its occurrence.
2. Shortages due to errors or omissions.
3. Shortages due to clerical or accounting error or omission and not identifiable with a specific occurrence covered against in this Section.
4. Any loss caused by depreciation in value, currency fluctuation, dishonoured cheques or the uses of counterfeit Money.
5. Any loss of Money entrusted to any person other than You or an Employee of Yours or to professional couriers belonging to security companies for which an agreement has been entered between the said security company and You.
6. Loss from a safe or strongroom following use of the key to the safe or strongroom or any duplicate thereof belonging to You unless this has been obtained by threat or by violence to any person.
7. Any loss or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by You or an Employee or any person or persons in Your service

8. Any loss from an unlocked or unattended vehicle.
9. Any loss of Money contained in a coin and similarly operated gaming and/or amusement machine.
10. Any loss of Money whilst in transit by post.

Clauses, Warranties and Endorsements applicable to Section 6

Armed Robbery and Hold-Up Clause

It is hereby declared and agreed that the coverage provided by this Section shall extend to cover any loss or damage arising out of a Robbery and Hold-up.

Automatic Reinstatement of Sum Covered Clause

In consideration of You 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 loss to the expiry of the current Period of Takaful, it is agreed that in the event of loss the Takaful cover hereunder shall be maintained in force for the full Sum Covered as stated in this Section of the Schedule.

Automatic Addition of New location Clause

The coverage provided hereunder is automatically extended to include all locations containing Your Property Covered from the time of acquisition during the currency of this Section provided that notice must be given to Us within thirty (30) days from the time You acquire each premises.

Cash in Locked Drawer(s)/Cabinet(s)/Cash Register(s) Endorsement

It is hereby declared and agreed that this Section is extended to indemnify You for loss of Money in locked drawer/cabinet/cash register.

It is further declared and agreed that a complete record of the amount of Money in any locked drawer/cabinet/cash register shall be kept secure in some place other than in the said drawer and that Our liability shall be limited to the amount of the Money shown by the record to be in the drawer at the time of loss but in any one Takaful Period, shall at all times not exceed the sum of RM2,000.

For purposes of this Clause, the definition of a Safe or strong room is deemed to include a locked drawer/cabinet/cash register.

Criminal Breach of Trust Clause

We will not be liable for any loss or damage caused by or attributed to the act of criminal breach of trust by any person within the meaning of the definition of the offence of criminal breach of trust as defined in the Penal Code.

Employees Effects Clause

The indemnity provided by this Section extends to include the clothing and/or personal effects of an Employee arising from an incident covered under this Section. The amount of indemnity under this clause is limited to RM2,000 for any one occurrence.

Personal Accident Benefits Clause

It is hereby declared and agreed that We will pay compensation on the scale provided below for bodily injury as hereinafter sustained by Your Employee whilst travelling with and handling Money in transit and caused by violent accidental external and visible means which independently of any other cause (except medical or surgical treatment consequent upon such injury) shall within three (3) months of the occurrence of such injury result in: -

	Scale of Compensation (each person)
1 Death	RM10,000
2 Total and irrecoverable loss of sight in both eyes	RM10,000
3 Total loss by physical severance at or above the wrist or ankle of both hands and both feet or of one hand and together with one foot.	RM10,000
4 Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total irrecoverable loss of sight in one eye.	RM10,000
5 Total and irrecoverable loss of sight in one eye	RM10,000
6 Total loss by physical severance at/or above the wrist or ankle of one hand or one foot.	RM10,000

Provided always that:

- (a) Compensation shall be payable under only one of the items (1) to (6) above in respect of any such Employee arising out of any one occurrence and that Our total liability shall not in the aggregate exceed the sum of RM10,000 during any one Period of Takaful for any one Employee;.
- (b) Such Employee is not less than 18 or more than 65 years of age at the time of such injury;
- (c) Such compensation shall be payable only with Your approval and directly to the injured Employee or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such Employee.
- (d) Upon payment of any claim under one of items (1) to (6) the Takaful coverage by this Endorsement shall cease immediately in respect of the covered Employee to whom the claim is paid, but this Endorsement shall continue in force as otherwise provided in respect of the remaining covered Employee (if any).

Property Damage Clarification Clause

Property damage covered under this Section 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 or 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.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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

Theft by Deception (Cheating) Clause

We will not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

(A) We 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 Your property 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 as its true calendar date; and/or

3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- (B) It is further understood that We 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 in item (A) above.
- (C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.
- (D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 7. Public Liability

We will indemnify You: -

1. against liability for accidental death or Injury caused to any person other than Your Employee; and
2. for accidental loss of or damage to Property not owned or held in trust by You or any Employee of Yours or in Your care, custody or control

caused by Your negligence or of Your Employees occurring within the Territorial Limit in connection with the Business and happening during the Period of Takaful Provided that Our liability for all compensation payable in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences or a series of occurrences on or attributable to one source or original cause shall not exceed the Limit of Indemnity as specified in this Section of the Schedule.

In addition, in respect of an Incident to which the indemnity expressed in this Section applies, We will pay: -

- (a) all reasonable costs and expenses recovered by any claimant from You, and
- (b) all reasonable costs and expenses incurred by You with Our written consent,

where such costs and expenses are payable in addition to the Limit of Indemnity as stated in this Section of the Schedule.

Definitions

For purposes of this Section: -

Injury shall mean bodily injury and shall include mental injury, anguish, shock and includes injury caused by false arrest, invasion of the right of privacy, detention, false imprisonment and false eviction.

Resident shall mean Malaysian citizens and expatriates with a six (6) months continuous working permit in Malaysia.

Car Park shall mean a garage and parking space provided by You.

Internet Operations means the following:

- (a) use of electronic mail systems of Your Business by You and Your Employees including part-time and temporary staff and others within Your organisation;
- (b) access through Your Business network to the worldwide web or a public internet site by You and Your Employees, including part-time and temporary staff and others within Your organisation;
- (c) access to Your Business Intranet (meaning internal company information and computing resources of the Business) which is made available through the worldwide web for Your customers or others outside Your organisation; and
- (d) the operations and maintenance of Your Business web site.

Licence shall mean licence or other permit required by the licensing or other laws or regulations when such vehicle is driven on a road within the meaning of the Road Transport Act 1987.

Pollutants mean any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste (includes material to be recycled, reconditioned or reclaimed).

Property shall mean physical property.

Vehicle shall include any type of machine on wheels, or on caterpillar tracks.

Vessel or Craft shall include any vessel or craft or thing made or intended to float on or in travel on or through water or air or on rails.

Conditions applicable to Section 7

1. We or Our appointed representatives shall be entitled to pay You at anytime the Limit of Indemnity as stated in this Section of the Schedule or any lesser amount for which any claim or claims can be settled and upon such payment, We shall relinquish conduct and control of and be under no further liability in connection with such claim or claims except for costs and expenses recoverable from You or incurred with Our written consent in respect of the conduct of such claim or claims before the date of such payment.

Exclusions applicable to Section 7

We shall not be liable to indemnify You for: -

1. Liability in respect of Injury to any person under a contract of service or apprenticeship with You where the injury arises out of and in the course of such person's employment or service with You or for compensation or claim against You by an injured person or dependent under any Workmen's Compensation Act or amendments thereto.
2. Liability assumed by You by an agreement and which would not have attached in the absence of such agreement.
3. Liability in respect of or arising from damage to any land or Property or building caused by vibration or the removal or subsidence or weakening of support.
4. Any liability for:
 - (a) personal injury or Injury or financial loss or loss of, damage to, or loss of use of Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants;
 - (b) the cost of removing nullifying or cleaning up Pollutants;
 - (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants.

Notwithstanding the foregoing, this Section shall cover liability otherwise excluded under paragraph 4 (a) above which:

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
 - (ii) is indemnified in not more than one Period of Takaful.
5. Fines, penalties or punitive or exemplary damages.
6. Liability arising directly or indirectly from faulty or inferior workmanship.
7. Liability in respect of loss or damage to Property:
- (a) belonging to You or in Your charge or under Your control or under the control of any servant or agent of Yours; or
 - (b) being that part of any Property or land or building or structure on which You or any servant of agent of Yours is or has been working unless otherwise provided under the Sub-Contractors Clause of this Section below.
8. Liability in respect of injury, loss or damage caused by or through or in connection with:
- (a) the ownership or possession or use by or on behalf of You of:
 - (i) any Vehicle or machine which is capable of self-propulsion or attached to a self-propelled Vehicle and used in circumstances to which the Road Transport Act apply;
 - (ii) any Vehicle or machine which is covered for Your benefit under any form of motor insurance policy or motor Takaful certificate;
 - (iii) any marine vessel and/or motor Vehicle, locomotive, Craft, crane, hoist or other lifting machinery not specified in the Schedule; or
 - (iv) any steam boiler or any economizer or any Vessel or apparatus intended to operate under steam pressure.
 - (b) remedial or professional or other advice or treatment (other than first aid treatment) given or administered or omitted by You; or
 - (c) claims arising in connection with any product supplied other than food and drinks supplied to any patron or visitor and/or in canteen sports and social clubs provided by You for the use of Your Employees.
9. Liability arising directly or indirectly from libel and/or slander on Your part or any Employee.
10. Liability arising directly or indirectly from breach of professional duty arising out of the rendering or failure to render professional services or advice by You or on Your behalf.

Clauses, Warranties and Endorsements applicable to Section 7

Advertising or Neon Signs Clause

It is hereby declared and agreed that We shall indemnify You in respect of accidental Injury to third parties and/or accidental loss of or damage to third party's Property arising out of the dismantling, repair, breaking, falling, erection work and ownership of advertising signs and/or neon signs. However it is warranted that You shall comply with all statutory enactments by-laws and regulations and shall at all times maintain the advertising signs or neon signs in a proper state of repair. Any defects discovered are to be made good and You shall take all precautions to avoid accident.

Provided always that Our liability under this Clause shall not exceed the Limit of Indemnity specified in this Section of the Schedule.

Automatic Inclusion of New Premises and/or Locations Clause

It is hereby declared and agreed that this Section automatically extends to include all additional premises/locations owned and/or operated by You in connection with Your Business from the time of acquisition during the currency of this Section, provided that notice must be given to Us within thirty (30) days from the time You acquire each Business Premises / location.

Away Risks Clause

It is hereby declared and agreed that this Section is extended to include Your liability in respect of accidents arising out of the engagement of the actual progress of work undertaken by You or the persons in Your service in the course of the Business within the Territorial Limit but away from the Business Premises.

Car Park Liability Clause

It is hereby declared and agreed that We will indemnify You against all sums which You shall become legally liable to pay as compensation in respect of: -

- (a) accidental death, Injury or Property damage as within defined caused by or arising from the use of the Car Park owned and/or operated by You.
- (b) accidental damage to any vehicle within, entering or leaving the Car Park or whilst being moved or driven within the Car Park by Your Employees provided that the moving or driving such vehicles is the responsibility of such Employees.

Provided always that: -

- 1) The Car Park and parking space provided by You at the Business Premises designated in the Schedule are for convenience and use of visitors and/or guests.
- 2) Such Car Park is not used by You for any motor trade purpose.
- 3) If any charge is made for the parking of any vehicle, a ticket shall be issued by You to every person paying such charge.
- 4) You shall not be liable for any accident caused by or arising out of the driving of car within the Car Park by Your Employee unless such Employee holds a Licence to drive such a vehicle or has held and is not disqualified for holding or obtaining such Licence.
- 5) A Disclaimer Notice in the following terms shall be permanently displayed at prominent position in the Car Park or a similar notice shall appear on every parking ticket issued by You:
"Vehicles are admitted on condition that You shall not be liable for loss of or damage to: -

- a) any vehicles; and
 - b) anything in or about any vehicle, howsoever such loss or damage may be caused".
- 6) We shall not be liable for any Injury, loss of or damage to any vehicle belonging to You and/or hired, leased, or used by You in connection with Your Business.
- 7) The Indemnity granted under this Clause shall not extend to include Injury arising or caused by You whilst moving or driving the vehicles belonging to the visitors and/or guests within or outside Your Business Premises.

Cross Liability Clause

It is hereby declared and agreed that this Section shall apply to the covered parties named in the Schedule as if a separate certificate of Takaful cover had been issued to each party, provided that We shall not indemnify You under this Endorsement in respect of liability for injury or illness to Employees.

Our total liability in respect of the covered parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the Limit of Indemnity stated in this Section of the Schedule.

Cyber Clause (Internet Liability Exclusion)

It is hereby declared and agreed that this Section does not apply to any losses (Injury, property damage or any loss) arising, directly or indirectly, out of, or in any way involving Your Internet Operations.

This exclusion does not apply to Injury or property damage arising out of any material which is already in print by the manufacturer in support of its products, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

It is further declared and agreed that coverage under this Section does not include Injury or property damage arising out of any other advice or information located on the site that is used for the purpose of attracting customers.

Defective Sanitary Installation Clause

It is hereby declared and agreed that We will indemnify You against all sums for which You shall become legally liable to pay consequent upon accidental death bodily injury, illness or accidental loss of or damage to Property as within defined caused through defective drains, sewers or sanitary arrangements.

Our liability under this Section for all damages in respect of death, Injury or illness sustained in any one Period of Takaful shall not exceed the Limit of Indemnity stated in this Section of the Schedule.

False Arrest, Detention, Malicious Prosecution, Or Eviction Clause

It is hereby declared and agreed that We shall cover Your legal liability for Injury to any person other than an Employee or damage to Property arising out of or in connection with the false arrest, detention or imprisonment, malicious prosecution, or eviction by security guards or by Your Employees.

Fire and Explosion Endorsement (Excluding Explosion of Steam Boilers)

It is hereby declared and agreed that We will indemnify You in respect of accidents resulting in damage to third party Property caused by fire or explosion (other than explosion of steam boilers or other vessel or apparatus under steam pressure).

First Aid Facilities Clause

It is hereby declared and agreed that We shall extend to cover Your legal liability arising out of Your provision of first aid facilities but excluding any act of negligence, omission or neglect of any duly registered member of the medical profession of any Employee or voluntary worker of any hospital or ambulance organisation.

Food and Drink Poisoning Clause

It is hereby declared and agreed that this Section is extended to indemnify You for any accidental death, Injury or illness or accidental loss of or damage to Property due to food and drink sold or supplied or provided by You at Your Business Premises or due to anything contained in such food and drinks.

We however shall not be liable for any claim in respect of death, Injury or illness caused by or arising out of any defective design or error in formula or in specification of any of the food and drinks processed or manufactured by You or any defect or deficiency, You, Your servants or agents have knowledge of or have reason to suspect at the time when the said food and drinks pass from Your control and actual physical custody or Your Employees.

Provided always that Our liability under this clause in respect of any one occurrence or series of occurrence shall not exceed the Limit of Indemnity stated in this Section of the Schedule and in the aggregate in respect of any one Period of Takaful.

Guests' Effects Clause

It is hereby declared and agreed that We shall cover Your legal liability in respect of loss or damage to the personal effects of Your guests occurring at Your Business Premises. The Limit of Indemnity under this Clause shall be limited to RM1 ,000 for each and every claim.

Indemnity to Directors and Executives of the Participant Clause

It is hereby declared and agreed that if any claim is made upon any of Your Directors and/or Executives and the claim is such that if made upon You, You would be entitled to indemnity under this Certificate, We will in the terms of and subject to the limitations of this Section indemnify Your Director and/or Executive in respect of such claim.

Provided that: -

- (a) the Director and/or Executive is not entitled to indemnity under any other insurance policy or Takaful certificate;
- (b) this Endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in course of such person's employment or service with the Director and/or Executive;
- (c) the Director and/or Executive shall as though they were the Participant observe fulfill and be subject to the terms exceptions limits and conditions of this Section so far as they apply; and
- (d) this Endorsement shall not operate to increase Our liability beyond the amount for which We would be liable if the Section were not so extended.

Jurisdiction Clause

The Indemnity provided herein shall not apply to: -

- (a) Compensation for damages in respect of judgments not delivered or obtained from a Court of competent jurisdiction within Malaysia; and
- (b) costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in Malaysia.

Loading and Unloading Clause

It is hereby declared and agreed that We will indemnify You against legal liability in respect of accidental Injury and/or accidental damage to Property: -

- (a) arising out of and caused by the act of loading and unloading from a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle.
- (b) the defective loading by You or any person in Your service of any mechanically propelled road vehicle belonging to or hired by You.

Minor Alterations and Repairs Clause

It is hereby declared and agreed that workmen are allowed in or about Your Business Premises to carry out minor alterations and repairs without prejudice to the terms of this Section.

Motor Contingent Liability Clause

It is hereby declared and agreed that this Section is extended to cover Your legal liability arising out of the use of all mechanical propelled vehicles that are not licensed for road use but used as tool of trade in the normal course of Your Business.

Provided always that We will not indemnify You in respect of: -

- a) any liability which is covered by a more specific motor insurance policy or motor Takaful certificate;
- b) any liability in respect of which insurance or Takaful is made compulsory under any legislation governing the use of motor Vehicles.

Non-Owned Vehicle Clause

It is hereby declared and agreed that this Section is extended to indemnify Your authorised Employees against legal liability: -

- 1) arising out of the use of any vehicles not owned by You but used for Your Business;
- 2) arising out of any vehicles hired or leased by any of Your Employees for Your Business.

Provided always that We shall not be liable for: -

- a) any loss or damage to any vehicles;
- b) Injury or Property damage which at the time of happening of such loss or damage, there is other more specific insurance or Takaful certificate in force covering such liability; and
- c) in respect of any liability in relation to which the Road Transport Act 1987 requires that there shall be in force a certificate of motor insurance/Takaful motor.

Other Activities Clause

It is hereby declared and agreed that this Section is extended to indemnify other activities of You and Your Business.

For the purpose of this Clause of this Section: -

- 1) Your Business' shall include the provision and management of canteen, social, sports and Welfare organisation, first aid, fire and ambulance services for the benefit of Your Employees.
- 2) You' shall include any officer or member of Your social, sports or welfare organisation, first aid, fire and ambulance services as a participant in his respective capacity as such provided that officer or member shall observe, fulfil and be subject to the terms, conditions and exceptions of this Section in so far as they can apply.

Plant and Machinery Clause

It is hereby declared and agreed that this Section extends to cover all Plant and Machinery owned, hired, leased and/or operated by You, all tools of trade, lifts, cranes, escalators, power-hoisting machines and passenger lifts, but excluding vehicles required to be covered under the Road Transport Act 1987.

Provided always that it is a condition of the Section that all lifts, escalators or hoisting machines shall be regularly inspected and maintained at intervals of not less than three (3) months by a competent and qualified engineer from a reputable firm.

Private Work for Directors or Executives Clause

It is hereby declared and agreed that this Section is extended to indemnify You and any of Your Directors or Executives in respect of the employment for private duties of any of Your Employee(s) by such Directors or Executives.

Provided that: -

- a) the Directors and/or Executives are not entitled to indemnity under any other insurance policy or Takaful certificate
- b) this Endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- c) the Director and/or Executive shall as though he were the Participant observe, fulfill and be subject to the terms, exceptions limits and conditions of this Section so far as they can apply.
- d) this Endorsement shall not operate to increase Our liability beyond the amount for which We would be liable if the Section were not so extended.

Property Damage Clarification Clause

Property damage covered under this Section 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 of 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 or 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.

Sports and Social Club Activities Clause

It is hereby declared and agreed that We will indemnify You against all sums for which You shall become legally liable consequent upon accidental death, Injury or illness or accidental loss of or damage to Property as within defined arising out of and in connection with any recreational, social or welfare activities organised, supervised and managed by Your Sports and Social Club for Your Employees and families.

For the purpose of this Clause, the word "You", "Yours" "Participant" whenever appearing includes any member of the Organising or Management Committee for such Recreational or Welfare activities but only while acting within the scope of their duties as such.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely:-

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

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

Sub-Contractors Clause

It is hereby declared and agreed that the indemnity provided by this Section shall extend to include liability caused by or in connection with employment of sub-contractors or the servants or agents of such sub-contractors by You for the maintenance or minor alterations and repairs of Your Business Premises.

Provided always that: -

- 1) the sub-contractors shall as though they are the Participant, observe fulfill and be subject to the terms conditions and exceptions of this Section so far as they apply.
- 2) the sub-contractors are not entitled to indemnity under any other Insurance policy or Takaful Certificate.

Overseas Visits Clause

It is hereby declared and agreed that this Section extends to indemnify You in respect of all sums which You shall become legally liable to pay as compensation for accidental death, Injury to any person or accidental loss or damage to Property caused by the negligence of Employees in the course of the Business anywhere in the world. Provided always that Our liability under this clause shall not exceed the Limit of Indemnity granted under this Section and any claim shall be subject to the Jurisdiction Clause contained in this Section.

Provided that such personnel is Resident in Malaysia.

Tenants Liability Clause

It is hereby declared and agreed that the indemnity expressed in the within this Section shall extend to include Your legal liability as tenant for damage caused by or resulting from Fire and Explosion: -

- a) to any building or part thereof not belonging to but whilst under Your occupation; and
- b) to the contents of the aforesaid buildings or part of thereof not belonging to but in the charge or under Your control

Provided that:

- (i) this extension shall not apply to liability in respect of loss or damage assumed by You under a tenancy or other agreement that would not have attached in the absence of such agreement;
- (ii) in no case is Our legal liability as bailee included.

Maintenance Warranty

It is warranted that during the currency of this Section: -

- (a) You shall maintain all Property owned by You or Your Business in good working order in accordance to the applicable manufacturers/suppliers recommended maintenance and overhaul schedules.
- (b) You shall cause all Property owned by You or Your Business such as cranes, passenger lifts, boilers and pressure vessels to be inspected at Your own expense at least once a year by a qualified engineer. Any recommendations regarding overhaul, repair or maintenance made during or following such inspection shall be implemented as soon as practicable by You.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

(A) We 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 Your property 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 as its true calendar date; and/or
- 3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

(B) It is further understood that We 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 in item (A) above.

(C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.

(D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 8. Employers' Liability

We agree that if an Employee shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment with You in the Business, then, We will indemnify You against liability at law, to pay compensation and claimant's costs and expenses; and pay all costs and expenses incurred with Our written consent, up to the Limit of Indemnity.

We will also, in the event of Your death, indemnify Your legal personal representatives in respect of liability incurred by You provided that such personal representatives as though they were the Participant observe, fulfill and be subject to the terms of this Section in so far as they apply.

Provided Always that the total amount payable by Us for compensation and all costs and expenses in respect of any and all claims arising out of one occurrence or series of occurrences consequent on or attributable to one source or original cause shall not exceed the amount stated in the corresponding Section of the Schedule irrespective of the number of Employees who may sustain personal injury consequent on or attributable to the same source or original cause.

For the purpose of establishing the total amount payable by Us in respect of one Period of Takaful, it is understood that for any claim where personal injury is caused during a period which extends outside such Period of Takaful, the amount of compensation costs and expenses indemnifiable arising out of such claim shall be limited to no more than the proportion of the total amount of compensations costs expenses for the claim as the length of such Period of Takaful (or part thereof as applicable) bears to the total length of the Period during which such personal injury is caused.

Conditions applicable to Section 8

1. Adjustment of the Estimated Wages and Salaries

The first Contribution and all renewal Contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by You to Employees during each Period of Takaful. The name of every Employee together with the amount of wages salary and other earnings shall be properly recorded and You shall if required allow Us to inspect such records and shall supply Us with a correct account of all such wages salaries or other earnings paid during any Period of Takaful. If the amount so paid shall differ from the amount on which Contribution has been paid, the difference in Contribution shall be met by a further proportionate payment to Us or by a refund by Us as the case may be.

2. We or Our appointed representatives shall be entitled to pay You at anytime the Limit of Indemnity as stated in the Schedule or any lesser amount for which any claim or claims can be settled and upon such payment, We shall relinquish conduct and control of and be under no further liability in connection with such claim or claims except for costs and expenses recoverable from You or incurred with Our written consent in respect of the conduct of such claim or claims before the date of such payment.

Exclusions applicable to Section 8

We will not be liable to indemnify you in respect of: -

- (a) Your liability to Employees of Your contractors;
- (b) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
- (d) any injury by accident or disease sustained outside the Territorial Limit as specified in the Schedule;
- (e) any liability which You have to pay compensation to an Employee or to the legal personal representatives or dependants of an Employee by virtue of any Workmen's Compensation Law; or
- (f) any late payments, surcharges, fines, penalties or punitive aggravated or exemplary damages for which You may become liable under law.

Clauses, Warranties and Endorsements applicable to Section 8

Employee to Employee Clause

It is hereby declared and agreed that if any Employee of Yours sustains bodily injury by accident or disease caused and arising out of and in the course of his employment to You in the Business, during the Period of Takaful, then We will at Your request indemnify any other Employees of Yours engaged in such Business against liability at law to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with Our written consent.

Provided that all Employees claiming to be indemnified shall as though they were the Participant observe, fulfill and be subject to the terms and conditions of this Section in so far as they apply.

Jurisdiction Clause

It is hereby declared and agreed that We shall not be liable to pay for: -

- 1) Compensation for damages in respect of judgement not delivered or obtained from a Court of competent jurisdiction within Malaysia.
- 2) Costs and expenses of litigation recovered by any claimant from You which are not incurred in and recoverable in Malaysia.

Maintenance Warranty

It is Warranted that during the currency of this Section: -

- (a) You shall maintain all property owned by You or Your Business in good working order in accordance to the applicable manufacturers/suppliers recommended maintenance and overhaul schedules.
- (b) You shall cause all Property owned by You or Your Business such as cranes, passenger lifts, boilers and pressure vessels to be inspected at Your own expense at least once a year by a qualified engineer. Any recommendations regarding overhaul, repair or maintenance made during or following such inspection shall be implemented as soon as practicable by You.

Section 9. Fidelity Guarantee

We will indemnify You (the Employer) for all such direct pecuniary loss not exceeding the Amount of Guarantee / Aggregate Amount as You shall sustain by all acts of fraud or dishonesty committed by any of Your Employees:

- (a) during the Period of Takaful;
- (b) during the uninterrupted continuance of employment of such Employee; and
- (c) in connection with his occupation and discovered during the Period of Takaful or within twelve (12) months thereafter or within twelve (12) months after the termination of such employment, whichever shall happen first.

Definitions

"Amount of Guarantee / Aggregate Amount" shall mean the amount as provided in Section 9 of the Schedule.

"Employee", for purposes of indemnity provided under this Section only, an Employee is further defined as any person normally resident within the Territorial Limit of this Section to whom You have the right at all times to govern control and direct the performance of his work in Your Business and who is described in this Section of the Schedule by name, category of employee or position but it is expressly understood and agreed that persons remunerated by commission are specifically excluded from the cover provided by this Section.

"Fraudulent or Dishonest Act" shall mean any act of fraud or dishonesty committed by an Employee with the clear intention of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Employee to receive such gain.

"One Claim" shall mean all claims or series of claims consequent on or attributable to one source or original cause.

Conditions applicable to Section 9

1. If this Section shall be continued in force for more than one Period of the Takaful or if any liability shall exist on Our part under this Section and also under any other Section in respect of fraud or dishonesty of the Employees, Our liability hereunder shall not be accumulated or increased thereby. Our aggregate liability during any number of Periods of Takaful and for any number of acts of fraud or dishonesty committed by the Employees shall not exceed the Amount of Guarantee / Aggregate Amount under any such Section as aforesaid whichever is greater.
2. You shall:
 - (a) at all times comply with the system of checks declared in the Proposal form and with any subsequent changes to the System of Check which has been advised to and accepted by Us;
 - (b) advise Us immediately of any material change in the nature of Your business;
 - (c) not continue to entrust an Employee with any money or goods after having knowledge of material fact which casts doubt on the honesty of the Employee;

- (d) conduct a full domestic inquiry on the Employee who committed the Fraudulent and Dishonest Act and extend to us a copies of all transcripts, documents and recordings of the domestic inquiry;
- (e) initiate the relevant criminal action against the Employee who committed the Fraudulent and Dishonest Act; and
- (f) whether Our liability hereunder has been ascertained or not, give all reasonable assistance to enable Us to obtain by legal proceedings or otherwise the reimbursement of any loss by an Employee or by the Employee's estate or recovery of the loss from any other source;
The following shall be deducted from any amount otherwise payable as Indemnity under this Section: -
 - (i) any money from the Employee which is in Your possession;
 - (ii) any money which, but for the Employee's dishonesty, would have been due to the Employee from You.

We and You shall share any other recovery made either on account of any loss in proportion that the amount of loss borne by each of us bears to the total amount of the loss.

Exclusions applicable to Section 9

We will not be liable to make any payment hereunder: -

- a) if the nature of Your business shall be materially changed;
- b) the precautions and checks for securing accuracy of the accounts mentioned in the said Proposal form or any information or correspondence relative thereto shall not be substantially observed;
- c) for loss of interest or consequential losses of any kind;
- d) for errors in bookkeeping and or losses discovered during stocktaking unless the perpetrator(s) is/are identified by You; or
- e) for espionage, blackmailing, extortion, libel and similar risks.

Clauses, Warranties and Endorsements applicable to Section 9

Accountants'/Auditors' Fees Clause

It is hereby understood and agreed that any particulars or details contained in Your books of accounts or other business books or documents which may be required by Us for the purpose of investigating or verifying any claim hereunder may be produced and certified by Our (external) auditor or accountant and their certification shall be prima facie evidence of the particulars and details to which such certification relates. The amount recoverable by You under this Section is limited to the reasonable charges payable by them producing and certifying such particulars or details.

Automatic Additions/Deletions Clause

It is hereby understood and agreed that: -

- a) any person who is recruited by You after the date of commencement of the coverage of this Takaful shall be automatically covered as from his/her first day of employment; and
- b) You shall give written notification to Us within the first week of the following month of any additions or deletions of Employees and will undertake to pay Us the additional Contribution or receive a refund from Us as the case may be.

Date Recognition II

It is noted and agreed this Section is hereby amended as follows: -

- (A) We 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 Your property 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 as its true calendar date; and/or
 - 3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (B) It is further understood that We 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 in item (A) above.
- (C) It is further understood that We 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 arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by You or for You or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in item (A) above.
- (D) It is further understood that We will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in item (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, injury (including bodily injury) expenses incurred or any consequential loss referred to in items (A), (B), (C) or (D) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Section 10. Plate Glass

We agree that if during the Period of Takaful stated in the Schedule any of the Plate Glass at Your Business Premises shall be broken by fracture extending through the entire thickness as a result of any accident or misfortune not hereunder excepted, We will: -

- (a) replace the broken Plate Glass of similar quality or at Our option pay to You the actual value of the Plate Glass broken at the price current at the date of breakage less the value of any salvage; and
- (b) pay the reasonable cost of any necessary temporary boarding up, pending replacement of the broken glass.

Provided that Our liability shall not exceed in aggregate the Sum Covered shown in the Schedule of this Section in any one Period of Takaful.

Definitions

For purposes of this Section: -

"Plate Glass" shall be considered plain and ordinary glazing quality including embossing silvering and lettering but excluding bending or ornamental work of any kind unless expressly stated.

Exclusions applicable to Section 10

We will not be liable for: -

1. Breakage occasioned by or traceable to:
 - (a) redecoration, repair or construction of or structural alterations to the Business Premises;
 - (b) alterations to and the removal of any of the Plate Glass;
 - (c) settlement or expansion or contraction of the Plate Glass or frames or fittings due to climatic conditions.

2. Claims in respect of:
 - (a) damage to window frames or other fittings;
 - (b) the cost of removal or reinstatement of window fittings or any other obstruction to replacement;
 - (c) Plate Glass which at the commencement of the cover thereon is broken and damaged and not subsequently replaced;
 - (d) damage to glass not fixed and or which forms part of the Stock in Trade or merchandise;
 - (e) ornaments, antiques or portable glass objects;
 - (f) damage or injury consequent on the breakage of Plate Glass;
 - (g) loss due to the interruption of business alleged to be due to delay in replacement of the Plate Glass.

3. Any consequence of fire or explosion.

Clauses, Warranties and Endorsements applicable to Section 10

Automatic Reinstatement of Sum Covered Clause

In consideration of You undertaking to pay an additional Contribution at the agreed rate, it is agreed that in the event of loss, the coverage hereunder shall be maintained in force for the full Sum Covered as stated in the Schedule.

Removal of Debris Clause

It is hereby declared and agreed that indemnity under this Section includes costs and expenses necessarily incurred by You with Our consent in the removal of debris of the portion or portions of the Property Covered by this Section, that are destroyed or damaged by any perils hereby covered against.

The amount payable for such costs and expenses shall not exceed 10% of the Sum Covered of each item.

We will not pay any costs or expenses: -

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site; and
- (ii) arising from pollution or contamination of property not covered by this Section.

Property Damage Clarification Clause

Property damage covered under this Section 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 Section: -

- 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 or 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.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

- 1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
- 2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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

Section 11. Group Personal Accident

We agree that, if, any of the Covered Persons dies or sustains bodily injury caused by an Accident and such death or bodily injury occurs during the Period of Takaful, We will pay to You the Sum Covered or a percentage of the Sum Covered as specified in the Table of Benefits in accordance with the scale of benefits allocated to the Covered Persons specified in the Schedule and the receipt from You in all respects shall be an effective discharge to Us.

Definitions

For purposes of this Section: -

“Accident, Accidental” means the unforeseen and unexpected event of violent, external and visible nature, which shall independently of any other causes, be the sole and direct cause of death or bodily injury (where bodily injury shall not include sickness or disease or any naturally occurring condition or degenerative process or the result of any gradual cause).

“Medical expenses” shall mean cost of medical surgical or other remedial treatment or appliances given or prescribed by a registered member of the medical profession and all hospital nursing home including ambulance charges incurred by the Covered Person as a result of Bodily Injury sustained.

“Registered Medical Practitioner” means a person duly qualified to practice western medicine and who is registered with the appropriate authority in Malaysia to practice medicine within the scope allowed by such authority and by his training, but excludes you, your spouse and your near relative.

“Occupation/Profession” means the Covered Person's full time and or part time gainful employment and or any work for remuneration or profit for which the Covered Person is fit to do by knowledge and or training.

“Covered Person” means Your Employee within the stipulated age limits specified in Condition 4 of this Section and who has been declared for coverage under this Section and as described in the Schedule.

Coverage

Bodily injury caused by an Accident which injury shall solely and independently of any other cause result in the following categories of losses to the Covered Person, the benefits of which are payable as per the amount (s) specified in the Schedule: -

A	Death occurring within twelve (12) calendar months of the date of the Accident.
B	Permanent Total Disablement occurring within twelve (12) calendar months of the date of the Accident. The percentage of the benefits are shown in the Scale of Percentage of Sum Covered under the Table of Benefits
C1	Temporary Total Disablement temporarily from engaging in or giving attention to the Covered Person's profession or Occupation. Compensation for such disablement at a rate stated in the Schedule.
C2	Temporary Partial Disablement temporarily from engaging in or giving attention to the Covered Person's Profession or Occupation. Compensation for such disablement at a rate stated in the Schedule.
D	Medical and Surgical Treatment for such bodily injury in respect of any one Accident.

Table of Benefits		Percentage of Sum Covered
1.	Accidental Death (Benefit A)	100%
2.	Permanent Total Disablement (Benefit B)	
a	Loss of two or more members	100%
b	Loss of one member	50%
c	Loss of hearing in both ears	75%
d	Loss of hearing in one ear	25%
e	Loss of speech	50%
f	Loss of one finger other than thumb, index finger or median finger	7%
g	Loss of a median finger	10%
h	Loss of an index finger	10%
i	Loss of thumb	15%
j	Loss of two fingers from one hand, excluding a thumb	20%
k	Loss of two fingers from one hand, including a thumb	25%
l	Loss of three fingers from one hand, excluding a thumb	27%
m	Loss of three fingers from one hand, including a thumb	32%
n	Loss of four fingers from one hand, excluding a thumb	35%
o	Loss of four fingers from one hand, including a thumb	40%
p	Loss of five fingers from one hand	50%
q	Loss of one toe, other than a big toe	3%
r	Loss of big toe	10%
s	Loss of two toes from one foot, excluding a big toe	5%
t	Loss of two toes from one foot, including a big toe	13%
u	Loss of three toes, excluding a big toe	8%
v	Loss of three toes, including a big toe	15%
w	Loss of four toes, excluding a big toe	10%
x	Loss of four toes, including a big toe	20%
y	Loss of five toes from one foot	25%

PROVISOS applicable to the Table of Benefits

1. Compensation in respect of the above shall be payable only when the full extent of injury has been proven to Our satisfaction.
2. If the nature of injury is not specified in the Table of Benefits, We reserve the right to adopt a percentage of disablement which in Our opinion is not inconsistent with the provisions of the above scale.
3. **Death & Disablement**
 - (a) Permanent Total Loss of use of member shall be treated as loss of member.
 - (b) Loss of speech shall mean total permanent inability to communicate verbally.
 - (c) Loss of one member means:
 - (i) total and irrecoverable loss of all sight in one eye; or
 - (ii) total and irrecoverable loss of use or by amputation of one limb at or above the wrist or ankle.
 - (d) Loss of two members means:
 - (i) total and irrecoverable loss of all sight in both eyes; or
 - (ii) total and irrecoverable loss of use or by amputation of two or more limbs at or above the wrists or ankles; or
 - (iii) total and irrecoverable loss of sight in one eye and loss of use or by amputation of one limb at or above the wrist or ankle.
 - (e) Loss of finger/thumb means total and irrecoverable loss of use or by amputation of any finger/thumb on either hand at or above the metacarpophalangeal joints; and
 - (f) Loss of toe means total and irrecoverable loss of use of any toe on either foot at or above the metacarpophalangeal joints.
4. **Temporary Total and Partial Disablement**
 - (a) Compensation under benefits (C1) and (C2) is only payable if such Bodily Injury shall within twenty (20) days from the date of accident, wholly and continuously disable and prevent the Covered Person from performing his Occupation.
 - (b) Temporary Total Disablement shall mean that the Covered Person is rendered completely incapable of attending to any part of his ordinary Profession, or Occupation.
 - (c) Temporary Partial Disablement shall mean that the Covered Person is capable of attending to some portion of his Profession, or Occupation.
 - (d) Compensation under benefits (C1) and (C2), either separately or together shall not be payable in respect of any one Covered Person for a longer period than one hundred and four (104) Weeks in respect of any one injury calculated from the date the Covered Person was first examined by a Registered Medical Practitioner.
5. **Medical & Surgical Treatment**

Compensation under benefit (D) shall be payable only if such medical or surgical treatment is furnished to the Covered Person by a Registered Medical Practitioner within two years after the date of accident and provided that the first expense is incurred within twenty six (26) Weeks after the date of accident.

6. The aggregate of all percentages payable in respect of any one accident to any one Covered Person shall not exceed 100%. In the event of a total of 100% benefit having been paid, all Takaful coverage hereunder shall immediately cease to be in force in respect of that Covered Person.

All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefits (A) and (B) by that amount from the date of the Accident until expiration of this coverage..

7. Aggregate Limit of Indemnity

Unless otherwise agreed and endorsed hereon, compensation payable in respect of Death or Disablement occurring whilst a number of Covered Persons are to Your knowledge traveling in the same conveyance, shall be limited to a maximum of RM5,000,000. In the event the aggregate claim exceeds that amount, We shall settle the claims of the respective Covered Persons on a proportionate basis.

Conditions applicable to Section 11

1. All information and evidence required by Us shall be furnished at Your expense and shall be in such form and of such nature as We may prescribe. The Covered Persons as often as required shall submit to Medical Examination as required by Us at Your own expense in respect of any alleged bodily injury. We shall in the event of death of a Covered Person be entitled to have a post mortem examination at Our own expense. The Covered Person shall as soon as possible after the occurrence of any injury obtain and follow the advice of a Registered Medical Practitioner and We shall not be liable for any consequences arising by reason of the Covered Person's failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.
2. You shall give notice in writing to Us of any change in Your address or Business or Occupation or if the Profession or Occupation of any Covered Person or of the effecting by You of other Accident Insurance/Takaful coverage in respect of the Covered Persons covered by this Section and on the tendering of any Contribution for the renewal of this Certificate shall give notice in writing to Us of any material sickness disease physical defect or infirmity with which any Covered Person has become afflicted and of which You or the Covered Person has become aware since the payment of the preceding Contribution.
3. During the course of the employment of the Covered Persons by You, You shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
4. It is agreed that the Covered Persons are between the ages of 16 and 65 (unless specifically agreed in writing by Us) at the date of inclusion in this Takaful coverage and that they are free from physical defect. This also applies at the date of each Takaful renewal.
5. In the case of bodily injury to which this Section relates the Covered Person shall procure and act upon medical or surgical advice as soon as practicable.

6. In the event of Benefits being expressed as a portion of annual salaries or wages: -
- (a) It is agreed that the number of Employees (described as Covered Persons in the Schedule) and the Description of Trades or Occupations in the Schedule include the trades or occupations of all Employees engaged by You (except as otherwise stipulated by or agreed by Us) and the number of such Employees engaged in each specified trade or occupation as at the date of the inception of this Section and You shall give written notice to Us of any change in these particulars without unnecessary delay.
 - (b) Adjustment of the Estimated Wages and salaries.
The first Contribution and all renewal Contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by You to Employees during each Period of Takaful. The name of every Employee together with the amount of wages salary and other earnings shall be properly recorded and You shall if required allow Us to inspect such records and shall supply Us with a correct account of all such wages salaries or other earnings paid during any Period of Takaful. If the amount so paid shall differ from the amount on which Contribution has been paid, the difference in Contribution shall be met by a further proportionate payment to Us or by a refund by Us as the case may be.

Exclusions applicable to Section 11

We shall not be liable in respect of: -

- 1. Death or Disablement or any other loss caused directly or indirectly by: -
 - (a) Insanity, suicide or any attempt thereat, intentional self-inflicted injury or any attempt thereat;
 - (b) Pre-existing physical or mental defect or infirmity;
 - (c) Venereal disease, infection or parasites;
 - (d) Intoxication by alcohol or drugs unless prescribed by a Registered Medical Practitioner;
 - (e) Childbirth, miscarriage, pregnancy or any complications thereof;
 - (f) Provoked murder or provoked assault.
- 2. Death or Disablement or any other loss sustained by the Covered Person: -
 - (a) while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
 - (b) while committing or attempting to commit any unlawful act; or directly or indirectly involved in illegal activities;
 - (c) while on duty for a navy, military, air force, police force, fire services department or any armed forces operation or any armed occupation.
- 3. Death or Disablement or any other loss consequent upon the Covered Person engaging in parachuting, hang-gliding, base jumping, bungee jumping, pot-holing, hunting, mountaineering, ice-hockey, polo-playing, steeplechasing, winter sports, water-skiing, underwater activities involving the use of breathing apparatus or racing of any kind (other than on foot), martial arts, boxing, wrestling and participating in any sport on a professional basis.

Clauses, Warranties and Endorsements applicable to Section 11

Automatic Additions and Deletions Clause (Monthly Declaration)

It is agreed and understood that:

1. any Person who is recruited by You after the date of commencement of this Section shall be automatically covered as from his/her first day of employment the Benefits covered for Death Disablement or any other loss or any other benefits as within defined being in accordance with the Scale normally followed by You and agreed by Us at the date of commencement of this Section;
2. You shall give written notification to Us within the first Week of the following month of any addition or deletion of Covered Person to and from the Schedule in a particular month and pay an additional Contribution which may be required by Us or receive a refund premium from Us as the case may be.

Coma Benefit Clause

In the event of Accidental injury being sustained by the Covered Person which results in the continuous unconscious state of the Covered Person, We will pay up to RM400 for each full week of continuous unconsciousness.

The benefit under this Clause shall be paid:

- a) when the Covered Person is under the regular care and attendance of a Physician;
- b) from the eighth (8th) day of the Covered Person sustaining continuous unconscious state up to a period not exceeding fifty two (52) weeks consequent upon any bodily injury resulting from any one Accident.

Disappearance Clause

It is hereby declared and agreed that if the body of the Covered Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the common carrier in which such Covered Person was a fare paying passenger, the Covered Person shall be presumed to have suffered death as a result of Accidental injury on the date of the aforesaid occurrence. Provided that if the Covered Person shall be subsequently found to have survived, the amount of such benefit paid shall be immediately refunded to Us.

Dispute On Quantum Clause

It is hereby declared and agreed that should there be any difference in opinion arising at as to the quantum of compensation for Permanent Disablement Benefit or Weekly Benefits (if covered), the decision made by Our panel of doctors shall prevail and be considered as final.

Drowning, Gas Inhalation and Food Poisoning Clause

It is understood and agreed that this Section is extended to cover death or bodily injury sustained due to drowning, accidental gas inhalation and food poisoning.

Exposure Clause

It is hereby declared and agreed that where by reason of an Accident, a Covered Person is exposed to violent and severe or prolonged weather conditions and as a result of such exposure, suffers Death or bodily injury, such death or injury shall be covered hereunder.

Flood, Windstorm And Earthquake Clause

It is declared and agreed that this Section shall be extended to cover Death or bodily injury as within defined caused as a result of flood, hurricane, cyclone, typhoon, windstorm, earthquake, volcanic eruption or other convulsions of nature.

Funeral Expenses Clause

It is hereby declared and agreed that, We will pay up to RM2,000 in respect of any funeral expenses in the event of the Accidental Death of a Covered Person.

Harmful Insect Or Snake Bites And Animal Attacks Clause

It is hereby declared and agreed that this Section is extended to cover reasonable expenses incurred in the treatment of wounds due to harmful insect bites or snake bites or animal bites/attacks (excluding illness arising therefrom).

Hijacking Clause

It is hereby declared and agreed that the term "bodily injury" shall be deemed to include injury resulting from hijack or any attempt thereat and exposure resulting therefrom.

The cover referred to above shall continue whilst the Covered Person is subject to the control of the person(s) making the hijack and during travel to his domicile and/or original destination, for a period not exceeding twelve months from the date of the hijack.

For purposes of this Clause, Hijacking means unlawful seizure or unlawful exercise/control of an aircraft or conveyance of the crew thereof.

Repatriation of Remains Clause

Where an accidental death occurs outside of Malaysia, We will pay up to RM5,000 any one accident for the reasonable costs of transport of the Covered Person's body or ashes back to Malaysia.

Retraining Expenses Clause

It is declared and agreed that, We will pay for reasonable expenses incurred in retraining the Covered Person for an alternative Occupation in the event of a claim being paid for Permanent Total Disablement up to a maximum of RM4,000 during the Period of Takaful.

This benefit is payable subject to the following conditions:

- i) The Permanent Total Disablement benefit must be paid before the Covered Person is entitled to this benefit;
- ii) This benefit shall only apply to a Covered Person who are under 60 years of age at the date of the accident giving rise to the Bodily Injury.

Professional Counseling Costs Clause

It is declared and agreed that if the Covered Person shall, after sustaining any accident, suffer emotional stress necessitating professional counseling after sustaining any accident qualifying for payment under a Covered Event, We will pay the cost of such counseling up to RM500 in aggregate any one claim.

This benefit shall be payable only if the professional counseling is recommended by a Registered Medical Practitioner and agreed by Us.

Strike, Riot And Civil Commotion Clause

It is hereby understood and agreed that this Section shall be extended to cover strike, riot and civil commotion damage which for the purpose of this Clause shall mean loss of or damage to the Property Covered **directly caused** by: -

1. the act of any person taking part together with others in any disturbances of the public peace (whether or not in connection with a strike or lock-out) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbances;
2. the willful act of any striker or locked-out worker done in furtherance of a strike or in a resistance to a lock-out or 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.

Provided also that the indemnity given by reason of this Clause shall not apply to any loss or damage occasioned by or through or in consequence, directly or indirectly by of any of the occurrences, namely: -

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

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