



HSBC Amanah Takaful (Malaysia) Sdn. Bhd.
(Company No. 731530-M)

CERTIFICATE
Household Contents Shield

Please read this Certificate carefully.
Version at 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 received by us, we will manage this General Takaful plan 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. A Wakalah and this Certificate governs our relationship.

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

For and on behalf of
HSBC Amanah Takaful (Malaysia) Sdn. Bhd

Executive Director & Chief Executive Officer

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Certificate Information Statement

1. This Certificate is issued by the Takaful Operator to you. Coverage is provided to you as a Participant under a General Takaful plan and references to your rights, as a Participant in this Certificate shall be limited to your specific rights for the coverage granted to you.
2. You may decline this Certificate by returning it to us within 15 days from the date this Certificate is delivered to you. If you do so, we will cancel this Certificate and refund your contribution after deducting any fees that we may have incurred.
3. You have to inform us and provide us with the relevant documents immediately to ensure our services to you are not interrupted.
 - 3.1 if there is any change in your address or contact number, or
 - 3.2 if you want to change the person you nominated to receive the benefits payable to you under this Certificate.
4. You may, if you wish to dispute any decision of ours arising from this Certificate, refer a matter to:
 - 4.1 HSBC Amanah Takaful (Malaysia) Sdn. Bhd. Complaint Units**
P O Box 13343, 50806 Kuala Lumpur (Tel. 1-800-88-9659, Fax 03-20310833)
 - 4.2 Takaful Operator's Complaint Unit Department 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)
 - 4.3 Consumer & Market Conduct Department Bank Negara Malaysia**
Jalan Dato' Onn 50480 Kuala Lumpur
(Tel: 03-26988044 / Fax: 03-26914086)
5. You may also contact BNMTELELINK and BNMLINK for information, inquiries redress you may have pertaining to the area of Takaful and other matters under Bank Negara Malaysia's jurisdiction. The contact details for BNMTELELINK and BNMLINK are: -
 - 5.1 BNMTELELINK**
Jabatan Komunikasi Korporat Bank Negara
Malaysia P.O.Box 10922 50929 Kuala Lumpur
Tel. 1-300-88-5465 (LINK) Fax: 03-2174 1515
E-mail: bnmtelelink@bnm.gov.my
 - 5.2 BNMLINK**
Tel: +60(3) 2698 8044 extension 8950 1 8958
BNMTELELINK and BNMLINK operating hours are
from :
Monday – Friday , 9.00 a.m. – 5.00 p.m.
6. We are committed to delivering the highest level of service. If you have any enquiries or comments about our service, please call us at 1-800-88-9659, fax to us at 03-20310833 or write to P.O. Box 13343, 50806 Kuala Lumpur and you can be assured that your feedback will be dealt with quickly.

Funds

1. The contribution paid (less Wakalah fee) for this Certificate will be allocated into the General Risk Fund.
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 with 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. The contribution / premium payable in respect of such retakaful / reinsurance shall be paid out of the General Risk Fund. 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 arising. Claims payments and provisions, retakaful / reinsurance cost, technical reserves, stabilisation reserve and any deficits brought forward will be taken into account when calculating any surplus arising.
8. We will strive to manage the General Risk Fund to minimise inherent risks while maximising the surplus by applying prudent underwriting policies.
9. If there is any surplus distributable in the General Risk Fund, we will distribute 50% of the portion to you. If the surplus payable to you is less than or equal to RM10.00, it will be donated to a selected charitable organisation approved by HSBC Amanah Takaful (Malaysia) Sdn. Bhd.'s Shariah Committee.
10. If the General Risk Fund is in deficit, we will grant interest free financing (Qard) from our shareholders' funds to rectify the deficit. Future surplus distributable in the General Risk Fund will be used to reimburse us for such financing before the distribution of any surplus takes place.

PART 1

MEANINGS AND DEFINITIONS

1. In this Certificate, unless there is something in the subject or context inconsistent:

"Accident" or **"Accidental"** means an unforeseen and unexpected event of violent, external and visible nature_

"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.

"Building" means the structure of your Home described in the Takaful Schedule used only for private or residential purposes and its fixtures and fittings, garden walls, gates, fences, hedges, patios, terraces, footpaths, swimming pools, tennis courts and porch_

"Certificate" means this Household Contents Shield Certificate, the proposal form, the Takaful Schedule and all endorsements,

"Commencement Date" means the Commencement Date stated in the Takaful Schedule and is the date on which the coverage under this Certificate commences.

"Contents" means household goods, Valuables and personal effects of every description, which are. -

- (a) primarily used for domestic or residential purposes;
- (b) ordinarily kept within your Home; and
- (c) owned by, or are the legal responsibility of you or your Family.

The Contents defined above EXCLUDES the following items:

- (i) go-karts. motor vehicles. bicycles, caravans, trailers, aircraft, hover craft. boats jet skis, parts or accessories for any of them;
- (ii) Money, credit cards, securities, deeds, bonds, bills of exchange. promissory notes, cheques, securities for money, manuscripts and documents of any kind;
- (iii) animals or livestock;
- (iv) building and its fixtures and fittings, ceiling, wallpapers and the like, or external television and radio antenna, aerials, aerials fitting masts and towers.
- (v) items more specifically covered by another insurance policy or takaful certificate;
- (vi) satellites and solar panels unless specifically mentioned
- (vii) items held or used for any profession, business or employment by you or your Family, or
- (viii) in respect of Muslim Participants only, items prohibited by Shariah such as alcoholic beverages, objects use for idolatry any other item deemed to be prohibited by our Shariah Committee.

"Covered Peril" means any of the perils listed in Part 2 Section A of this Certificate.

"Domestic Helper" means a domestic servant who lives in your Home.

"Domestic Helper's Property" means items of property normally worn or carried by your Domestic Helper for personal use (other than Money and Valuables) and kept within your Home.

"Excess" means the first amount borne by you on your own account towards each and every claim.

"Family" means your husband, wife, children, parents and other relatives who ordinarily live in your Home

"General Risk Fund" means the risk fund managed by us for the purposes of This Certificate. It is for the collective benefit and protection of all its participants through the principles of Takaful.

"**Home**" means the private dwelling, its garages and outbuildings as described in the Takaful Schedule "HSBC Group" means HSBC Holdings plc, its subsidiaries and associated companies

"**Money**" means current bank notes and coins, cheques, electronic cash payment cards, postal and money orders, trading stamps, stamps which are not part of a stamp collection premium bonds, saving certificates, travellers cheque, travel tickets, luncheon vouchers, gift tokens, phone cards, parking vouchers and season tickets.

"**Participant**" , "**you**" or "**your**" means the proposer in whose name the coverage is granted under this Certificate. Only the Participant can exercise all rights, privileges and options provided under this Certificate

"**Period of Takaful**" means the length of time for which the Takaful coverage will be effective as shown in the Takaful Schedule.

"**Personal Information**" means all information you provide to the Takaful Operator and shall include but shall not be limited to your personal details and details of transactions with or through the Takaful Operator whether within or outside Malaysia which involves any party.

"**Sum Covered**" means the sum covered as stated in the Takaful Schedule.

"**Tabarru**" means donation, gift or contribution. In this Certificate, Tabarru means donation for the purpose of Takaful,

"**Takaful**" means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to participants of a scheme in case of need whereby the participants mutually agree to contribute for that purpose.

"**Takaful Benefits**" means the amount covered, for each covered event as shown in the Takaful Schedule.

"**Takaful Operator**" "we" "our" or "us" refers to HSBC Amanah Takaful (Malaysia) Sdn. Bhd

"**Takaful Schedule**" means the information page issued by us for you in respect of this Certificate that contains, among other things. the details of the benefits which apply, the frequency and amount of contributions payable and the Sum Covered.

"**Unoccupied**" means when your Home has not been lived in for more than 60 consecutive days

"**Valuables**" means jewellery, furs, collector's items which are watches, sets or collections of platinum, gold, silver and other precious metals or stones. pictures, works of art, sets of stamps, coins or medals all belonging to you or any members of your Family and kept within your Home.

"**Wakalah**" means the appointment by one party of another to act on his behalf In the context of this Certificate, you are deemed to have appointed us to manage the General Risk Fund on your behalf,

2. Interpretation

In this Certificate, unless otherwise stated:

- (a) references to persons, where appropriate, may include a body of persons, associations / societies, partnerships, as well as bodies incorporated and unincorporated;
- (b) words including the singular shall where appropriate include the plural and vice-versa; and
- (c) words including a gender shall include every gender.

Each provision of this Certificate is severable and distinct from the others and if one or more of such provisions are or becomes invalid, void or illegal, the enforceability of the remaining provisions of this Certificate shall not in any way be affected or impaired by it

3. Consent to Disclose Personal Information

- (a) You irrevocably consent and agree that Takaful Operator may collate, store, use, disclose, transfer or exchange all Personal Information.
- i) to any HSBC Group companies or agents;
 - ii) to any third party to facilitate the conduct of our business or the operation of our internal procedures;
 - iii) to Bank Negara Malaysia or any other relevant authority;
 - iv) to any third party in respect of the insurance or Takaful industry for the maintenance of data-bases, statistical analysis, anti-fraud, claim verification or operational matters,
 - v) to prevent or facilitate the investigation of criminal activities or for fraud detection, or
 - vi) to comply with applicable laws or regulations
- (b) you agree that you will keep Takaful Operator updated of any change to such Personal Information as soon as practicable, and
- (c) you agree that Takaful Operator nor its employees shall be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Information provided by you

PART 2

COVERAGE

The relevant benefits are subject to the relevant provisions described hereunder.

Section A: Loss of or Damage to the Contents

1. We will pay, or at our option, repair or replace for loss of or damage less due allowance for wear and tear and/or depreciation caused by any of the Covered Perils to the Contents while they are in your Home SUBJECT to the following provisions: -

No	Covered Peril	Exclusions or events for which we are NOT LIABLE
(a)	Fire, Lightning, Thunderbolt, Subterranean Fire	<ul style="list-style-type: none"> • Not applicable
(b)	Explosion	<ul style="list-style-type: none"> • Not applicable
(c)	Impact by an aircraft or other aerial device and/or articles dropped from them	<ul style="list-style-type: none"> • The Excess of RM250.
(d)	Impact by any road vehicle	<ul style="list-style-type: none"> • The Excess of RM250 in respect of impact by a road vehicle belonging to or under the control of the
(e)	Bursting or overflowing of domestic water tanks, apparatus or pipes	<ul style="list-style-type: none"> • The Excess of first RM250, and • For any loss or damage occurring if your Home has
(f)	Theft (Only if accompanied by actual forcible and violent entry or exit to your home or any attempted theft.)	<ul style="list-style-type: none"> • The Excess of first RM250, • If the theft occurred outside your Home. • For any loss or damage occurring if your Home has been Unoccupied; • For any loss or damage caused by the wilful or dishonest act of the Participant or with the connivance of the Participant; and • For any loss or damage caused by the Participant or any Participant's Family members or domestic helpers who live with the Participant
(g)	Hurricane, Cyclone, Typhoon or Windstorm	<ul style="list-style-type: none"> • The Excess of RM250.
(h)	Earthquake and Volcanic Eruption	<ul style="list-style-type: none"> • The Excess of RM250.
(i)	Flood	<ul style="list-style-type: none"> • The Excess of RM250; and • For any loss or damage caused by subsidence or landslip.

(jj)	Riot, strike, civil commotion not amounting to a popular uprising, or labour disturbance, acts by malicious persons and vandals.	<ul style="list-style-type: none"> • The Excess of RM250: • For any loss or damage occurring if your Home has been Unoccupied, and • For any loss or damage caused by the wilful or dishonest act of the Participant or with the connivance of the Participant
(k)	Subsidence and Landslip (This is an optional cover. If selected, additional contribution shall apply.)	<ul style="list-style-type: none"> • The Excess of 5% of total Sum Covered, or RM25,000, whichever is lower; • For any loss or damage caused by any demolition, alteration or repair to the Participant's Home; • For any loss or damage caused by poor workmanship, poor design or faulty materials; and • For any loss or damage caused by coastal or river erosion_

2. Limit of liability on Valuables

For any loss of or damage caused by the Covered Perils to any item or part of a set or suite of the Contents claimed that may be defined as Valuables, our liability will be limited to One-third (1/3) of the total Sum Covered, unless such item is specifically declared and covered separately.

3 Extensions to Section A

This Section will also be extended to the following: -

(a) Contents Temporarily Removed

We will pay, or at our option, repair or replace for loss of or damage less due allowance for wear and tear and/or depreciation caused by any Covered Peril, to the Contents temporarily removed from your Home but remains within Malaysia subject to the following provisions:

- i) that we will not be liable for loss of or damage to any Money, Valuables and any Contents removed for sale or exhibition or to a furniture depository; and
- ii) our maximum liability for this extension shall not exceed Fifteen percent (15%) of the total Sum Covered.

(b) Domestic Helper's Property

We will pay, or at our option, repair or replace for loss of or damage less due allowance for wear and tear and/or depreciation caused by the Covered Perils to your Domestic Helper's Property provided that our maximum liability for this extension shall not exceed Ten percent (10%) of the total Sum Covered

Section B: Compensation for Death of the Participant

In the event of your Accidental death or Accidental death of any member of your Family or Domestic Helper caused by a Covered Peril that occurred in your Home, we will pay RM1Q,000 for each person in any one occurrence. Provided that such death occurs within One Hundred and Eighty (180) days from the date of the occurrence of the Covered Peril

Section C: Third Party Liability

Subject to the provisions of this Section, we will indemnify you:-

- (a) against all sums for which you are held legally liable as a private home owner in respect of an Accident in your Home occurring during the Period of Takaful and resulting in:-
 - i) bodily injury or death to a person, other than you or your Family or Domestic Helper; or
 - ii) damage to or loss of property, other than your Contents or the Domestic Helper's Property; and
- (b) for legal costs and expenses recoverable from you by any claimant provided that such legal costs and expenses were incurred before the date (if any) on which we shall have paid or offered to pay either in full amount of the claim or the total amount recoverable in respect of any one occurrence as provided hereunder: and
- (c) for legal costs and expenses incurred by you in defending a claim with our prior written consent;

Provided always that the amount payable in this Section C in respect of any one Accident or series of Accidents constituting one occurrence in aggregate shall not in any case exceed RM50,000.

2. We will only indemnify you under this Section provided that:-

- (a) you shall not admit liability or enter into any settlement without obtaining our written consent: and
- (b) judgements are delivered in the first instance by or obtained from a court of competent jurisdiction within Malaysia.

We will not indemnify you under this Section for any claim arising directly or indirectly from, in respect of, or consequent upon: -

- (a) liability incurred by the acts of animals belonging to or in the care, custody or control by you;
- (b) any wilful, malicious or unlawful act;
- (c) such incident is occurred outside your Home;
- (d) your pursuit of trade, business or profession;
- (e) Contents belonging to or held in trust, or in the care, custody or control by you;
- (f) any alterations, reparations or decorations carried out to your Home;
- (g) liability arising out of your ownership possession or use of vehicles, aircraft, or watercraft; and
- (h) any criminal proceedings. fines, penalties or punitive damages.

Section D: Damage to External Home Locks and Keys

In the event of damage to your external Home locks and keys caused by theft, we will pay up to RM250 for any one event. Section E: Accidental breakage of mirrors, plate glass and fixed glass (If Applicable)

This is an optional cover which, if selected, requires additional contribution. If this Section is applicable, we will pay, or at our option, repair or replace for loss of or damage to any Accidental breakage of mirrors, plate glass and fixed glass that form part of furniture (including table tops and wall mirrors) subject to the following exclusions:-

- (1) the Excess of RM250;
- (2) any loss or damage occurring if your Home has been Unoccupied,
- (3) any breakage of or damage to any glass in a picture, photo frame, clock, radio, stereo or CD player, video or DVD player;
- (4) any breakage occurring outside your Home;
- (5) any area of glass or item, which is already damaged or not in perfect condition, and
- (6) the screen of any computer, television set or other type of visual display unit.

Provided always that our maximum liability for this optional cover shall not exceed RM1,000 per glass sheet.

PART 3

GENERAL EXCLUSIONS - Applicable To all Sections

1. We shall not be liable in respect of:
 - (a) Any liability of whatsoever nature directly or indirectly caused by or contributed to by arising from:
 - i) nuclear weapons materials, or
 - ii) ionizing radiations or contamination by radioactivity from any nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission;
 - (b) Any Accident, loss, damage, expense, liability 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, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - (c) Any Accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or in directly of confiscation, commandeering, requisition or destruction of or damage to the Contents covered by order of the Government de jure or de factor or any public, municipal or local authority of the country or area in which your Building is situated;
 - (d) 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;
 - (e) Consequential loss or damage of any kind; and
 - (f) Terrorism - notwithstanding any provision to the contrary within this Certificate or any endorsement thereto it is agreed that this Certificate excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 in 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.

2. If we allege that by reason of this exclusion, any loss, damage, cost or exclusion that is not covered by this Certificate, the burden of proving the contrary shall be upon you
3. In the event any portion of this General Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

PART 4

GENERAL CONDITIONS

1. The coverage under this Certificate is granted in consideration of the particulars and declarations made by you contained in the proposal form and your payment of contribution due.
2. This Certificate shall be voidable by us in the event of misrepresentation, misdescription or non-disclosure in any material particular by you.
3. If an event occurs which gives or may give rise to a claim under this Certificate, you;
 - (a) shall take steps to minimize the loss or damage and recover any missing Contents
 - (b) shall give notice as soon as possible in writing to us or call us at 1-800-88-9659, and supply us with full particulars of the loss or damage at your own expense;
 - (c) shall submit all necessary claims documents within thirty (30) days;
 - (d) if there has been theft or any attempted theft, shall give notice to the Police as soon as possible;
 - (e) shall if a claim arises under Section C, send to us any writ, summons or documents of legal proceedings issued or commenced against and received by you and shall give all necessary information and assistance to enable us to settle or resist any claim or to institute proceedings;
 - (f) shall not incur any expense in making good any loss or damage without the written consent from us and shall not negotiate, pay, settle, admit or repudiate any claim without such consent: and
 - (g) shall at your own expense give us all such records, books of account or documents or other such information as we may reasonable require for investigating or verifying a claim.
4. This Certificate, the proposal form, the Takaful Schedule and any endorsements and amendments Of any) shall constitute the entire contract between the parties. No change in this Certificate will be valid unless approved by us and evidenced by endorsement or amendment.
5. You must exercise reasonable care to prevent Accidents, injury, illness, disease, loss or damage.
6. We or our appointed representatives shall be entitled: -
 - (a) to enter your Home where the loss or damage has happened and to take and keep possession of the Contents covered and to deal with the salvage in reasonable manner if there is any loss or damage for which indemnity is provided in this Certificate. This Certificate or any copy thereof certified by us shall be proof of leave and license for such purpose but no Contents may be abandoned to us;
 - (b) to undertake in your name and on your behalf the absolute conduct, control and settlement of any proceedings instituted by a third party against you or your personal representative in respect of any liability covered by this Certificate;
 - (c) 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; and
 - (d) to pay you at anytime the limit of liability under Section C 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 under Section C in connection with such claim or claims except for costs and expenses recoverable from you or incurred with the written consent from us in respect of the conduct of such claim or claims before the date of such payment.

7. If your Contents hereby covered shall, at the time of any loss, be collectively of greater value of more than 15% of the sum covered declared to us, then you shall bear a rateable proportion of the loss accordingly.
8. If an 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 insurance or Takaful against such loss, damage, expense, or liability or any part thereof, we shall not be liable for more than its rateable proportion thereof
9. 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.
10. 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 the death or operation of law unless and until we shall by endorsement declare the Certificate to be continued.
11. The extension of our liability in respect of the Contents 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 is deemed automatically renewed on a yearly basis and the appropriate contribution shall be due at the inception of each renewed takaful period, unless instructed otherwise
13. This Certificate may be cancelled at any time at your request and such cancellation shall be effective upon the notice received by us, We will refund the contribution paid on a pro-rata basis for the unexpired period, subject to a minimum contribution of RM75.00 to be retained by us.
14. This Certificate may also be cancelled by us giving seven (7) days notice in writing to you at your last known address and the contribution shall be adjusted on the basis of us receiving or retaining pro rata contribution
15. All differences arising out of this Certificate. shall be referred to the decision of an arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each party, and in case of disagreement between the arbitrators, to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any of our liability or right of action against us.
16. If we discover or have justified suspicion that you are sanctioned under any competent authorities recognised by us or suspected to be/is in breach of any law or this Certificate or any Takaful coverage under this Certificate is exploited for money laundering activities or to finance terrorism, or if any instruction / request given may lead to a breach of any sanction / law, we reserve the right to reject any instruction / request given or terminate this Certificate or any Takaful coverage under this Certificate immediately. We shall deal with all Contributions paid and all benefits / sums payable in respect of this Certificate in any manner, including but not limited to handing it over to the relevant authorities.
17. 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
18. Any word denoting a person shall include a natural person, company, corporation, partnership, association, any two or more persons or any other legal or commercial body having joint or common interest.
19. No payment due under this Certificate shall carry interest.

20. This certificate and benefits hereunder cannot be assigned and notice of any purported assignment thereof shall accordingly not have any effect.
21. This Certificate is issued and the benefits under this Certificate are available to you in consideration of the payment of the prescribed contributions. Coverage and claims are valid only subject to the successful collection of contribution by us and your compliance of the terms and conditions contained herein. We reserve the right to refuse any coverage or reject any claim resulting from non-payment of contribution.
22. We shall have a first lien upon all sums payable under this Certificate to secure any unpaid contribution and we may at anytime apply such sums towards the settlement of unpaid contribution.
23. Each contribution will be subject to a Wakalah Fee which is payable to us. Under this cover, the Wakalah fee is fixed at 50% of the contribution amount.

PART 5

CLAUSES AND WARRANTIES

1. Contribution Warranty

The contribution due must be paid and received by us within Sixty (60) days from the inception date of this Certificate/endorsement/renewal Certificate, for you to enjoy coverage under this Certificate.

If this is not complied with, then this Certificate will be automatically cancelled and we shall be entitled to the pro rata contribution on the period that we have been on risk.

2. Contents Damage Clarification Clause

Contents damage covered under this Certificate shall mean physical damage to the substance of the contents
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
Notwithstanding this exclusion, loss or damage of data or software, which is the direct consequence of covered physical damage to the substance of Contents, shall be covered; and
- (b) Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs.

3. Pair and Sets Clause

It is hereby declared and agreed that notwithstanding anything contained in this Certificate to the contrary, 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.

