

## **FIRE CONSEQUENTIAL LOSS TAKAFUL CERTIFICATE** Tariff

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### **For Consumer Takaful Contracts (Takaful wholly for purposes unrelated to the Participant's trade, business or profession)**

This Certificate is issued in consideration of the contribution made as specified in the Certificate Schedule and pursuant to the answers given in the Participant's Proposal Form (or when the Participant applied for this takaful) and any other disclosures made by the Participant between the time of submission of the Participant's Proposal Form (or when the Participant applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by the Participant shall form part of this contract of takaful between the Participant and **ZURICH GENERAL TAKAFUL MALAYSIA BERHAD** (hereinafter called "the Takaful Operator"). However, in the event of any pre-contractual misrepresentation made in relation to the Participant's answers or in any disclosures given by the Participant, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of takaful as agreed between the Participant and the Takaful Operator.

### **For Non - Consumer Takaful Contracts (Takaful for purposes related to the Participant's trade, business or profession)**

This Certificate is issued in consideration of the contribution made as specified in the Certificate Schedule and pursuant to the answers given in the Participant's Proposal Form (or when the Participant applied for this takaful) and any other disclosures made by the Participant between the time of submission of the Participant's Proposal Form (or when the Participant applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by the Participant shall form part of this contract of takaful between the Participant and **ZURICH GENERAL TAKAFUL MALAYSIA BERHAD** (hereinafter called "the Takaful Operator"). In the event of any pre-contractual misrepresentation made in relation to the Participant's answers or in any disclosures made by the Participant, it may result in avoidance of the Participant's contract of takaful, refusal or reduction of the Participant's claim(s), change of terms or termination of the Participant's contract of takaful.

This Certificate reflects the terms and conditions of the contract of takaful as agreed between the Participant and the Takaful Operator.

**THE TAKAFUL OPERATOR AGREES** (subject to the Conditions contained herein or endorsed or otherwise expressed thereon) that if any building or other property or any part thereof used by the Participant at the Premises for the purpose of the Business be destroyed or damaged by :-

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

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

**THEN THE TAKAFUL OPERATOR WILL PAY TO THE PARTICIPANT** in respect of each item in the Schedule hereto the amount of loss resulting from such interruption or interference in accordance with the provisions therein contained.

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

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

In the event of insufficient balance in **General Risk Investment Account (GRIA)** to pay for Your Takaful Benefits during the Period of Takaful, We will make good the balance in the **GRIA** under the principle of Qard (loan) provided that the insufficiency is not due to Our negligence. If the insufficiency is due to Our negligence, We will make an outright transfer for the insufficiency. You further agree that Your future surplus arising from the **GRIA** during Your Takaful period can be used to pay for outstanding Qard in **GRIA** (if any) to Us

### **DUTY OF DISCLOSURE**

#### **Consumer Takaful Contracts**

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

The Participant is also required to disclose any other matter that the Participant knows to be relevant to the Takaful Operator's decision in accepting the risks and determining the rates and terms to be applied.

The Participant also has a duty to tell the Takaful Operator immediately if at any time after the Participant's contract of takaful has been entered into, varied or renewed with the Takaful Operator any of the information given in the Proposal Form (or when the Participant applied for this takaful) is inaccurate or has changed.

### **For Non-Consumer Takaful Contracts**

Where the Participant has applied for this Takaful wholly for purposes related to the Participant's trade, business or profession, the Participant has a duty to disclose any matter that the Participant knows to be relevant to the Takaful Operator's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Participant's contract of takaful, refusal or reduction of the Participant's claim(s), change of terms or termination of the Participant's contract of takaful

The Participant also has a duty to tell the Takaful Operator immediately if at any time after the Participant's contract of takaful has been entered into, varied or renewed with the Takaful Operator any of the information given in the Proposal Form (or when the Participant applied for this takaful) is inaccurate or has changed.

## **CONDITIONS**

### **1. MISDESCRIPTION**

The Participant has a duty to disclose any matter that the Participant knows to be relevant to the Takaful Operator's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Participant's contract of takaful, refusal or reduction of the Participant's claim(s), change of terms or termination of the Participant's contract of takaful.

The Participant also has a duty to tell the Takaful Operator immediately if at any time after the Participant's contract of takaful has been entered into, varied or renewed with the Takaful Operator any of the information given in the Proposal Form (or when the Participant applied for this takaful) is inaccurate or has changed.

### **2. CONTRIBUTION**

No Contribution shall be deemed to be made to the Takaful Operator unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Takaful Operator shall have been given to the Participant.

### **3. OTHER INSURANCE/TAKAFUL**

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

### **4. DISPLACEMENT**

Immediately upon any fall or displacement

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

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

#### **PROVIDED THAT**

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

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

### **5. EXCLUDED INTERRUPTION LOSS**

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

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

## 6. EXCLUDED COVER

This takaful does not cover :-

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

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

## 7. EXCLUDED COVER

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

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

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

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

## 8. CHANGE IN RISK

The takaful by this Certificate shall cease if :-

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

## 9. INCREASE IN RISK

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

## 10. CANCELLATION

This Certificate may be terminated at the request of the Participant at any time, at the request of the Participant in which case the Takaful Operator will retain the rateable proportion of the contribution for the time this Certificate has been in force. This Certificate may equally be terminated at the option of the Takaful Operator by seven days notice to that effect being given to the Participant, in which case the Takaful Operator shall be liable to return on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation less any reasonable inspection charges the Takaful Operator may have incurred.

## 11. CLAIM PROCEDURE

On the happening of any Damage in consequence of which a claim is or may be made under this Certificate, the Participant shall forthwith give notice thereof to the Takaful Operator and shall with due diligence do and concur in doing 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 Certificate shall, not later than thirty days after the expiry of the indemnity Period or within such further time as the Takaful Operator may in writing allow, at his own expense deliver to the Takaful Operator in writing a statement setting forth particulars of his claim, together with details of all other takafuls (if any) covering the Damage or any part of it or consequential loss or any kind resulting therefrom.

The Participant shall at his own expense produce, procure and give to the Takaful Operator such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably

be required by or on behalf of the Takaful Operator for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Certificate shall be payable unless the terms of this condition have been complied with and in the event of non-compliance there with in any respect, any payment on account of the claim already made shall be repaid to the Takaful Operator forthwith.

## **12. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefit under this Certificate; or if the Damage be occasioned by the willful act, or with the connivance of the Participant; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in case of an arbitration taking place in pursuance of the 14th. Condition of this Certificate) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Certificate shall be forfeited.

## **13. CONTRIBUTION**

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

## **14. SUBROGATION**

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

## **15. ARBITRATION**

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

## **16. REINSTATEMENT OF SUM COVERED**

In consideration of the Participant undertaking to make an additional contribution at the agreed rate on the amount of loss calculated on a pro-rate basis from the date of such loss to the expiry of the correct period of Takaful, it is agreed that in the event of loss the Takaful hereunder shall be maintained in force for the full sum covered.

## **17. TIME LIMITATION**

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

- (a) One year from the end of the Indemnity Period, or if later,
- (b) Three months from the date on which payment shall have been made or liability admitted by the Takaful Operator covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or arbitration.

## **18. MEANING**

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

## **19. NOTICE**

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

## **20. SURPLUS SHARING**

We will manage Your takaful contributions by charging a Gross Wakalah Fee as approved by the regulatory authorities under the principle of Wakalah, and subsequently continue to be placed into Takaful fund through General Risk Investment Account (GRIA). If at end of the period of Takaful stated in the Schedule attached to the Certificate, there is a net surplus in the GRIA, fifty percent (50%) of the net surplus shall be shared under the contract of Hibah proportionately among Participants that have not incurred any claim and/or not received any benefits under the same class of risk as stated in the aforesaid Schedule whilst the Certificate is in force.

All retail participants who renew the certificate after expiry and have not incurred any claims during the previous coverage period are eligible for surplus distribution.

All corporate participants who renew the certificate after expiry and have not incurred any claims more than 30% of gross contribution during the previous coverage period are eligible for surplus distribution.

#### **TREATMENT OF SMALL AMOUNT**

Small Amount shall mean any amount below Ringgit Malaysia Ten (RM10) arises from maturity, contribution excess, surrender, surplus distribution or claims that are to be made other than by way of electronic payment. The Small Amount shall be channeled to donation. However, if You decide otherwise, You are required to submit a formal request to Us.

We may review the applicability of the above stated small amount and any change to the amount will be subjected to Our Shariah Committee approval.

#### **IMPORTANT NOTICES APPLICABLE TO AND FORM PART OF THIS CERTIFICATE**

##### **NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010 (PDPA)**

The Personal Data Protection Act 2010 which regulates the processing of personal data in commercial transactions, applies to Us/Zurich General Takaful Malaysia Berhad ("hereinafter referred to as "the Company"). You may make inquiries, complaints, request for access, update, correct or change any of your personal data, limit the processing of your personal data and/or to opt-out of Our/the Company use at any time hereafter by submitting such request to us by sending an email to [callcentre@zurich.com.my](mailto:callcentre@zurich.com.my).

Requests for opt-out must state clearly the full name, identity document number, policy number, telephone number and address of the person making such request.

The processing of your personal data is subject to Our/Zurich General Takaful Malaysia Berhad's Personal Data Protection Notice as published on <https://www.zurich.com.my/pdpa>.

##### **NOTICE OF OTHER TAKAFULS**

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

##### **TAX PROVISION**

All contribution and fees that should be made under this Certificate may be subject to Tax. If Tax is imposed, it will be stated in the invoice and **Zurich General Takaful Malaysia Berhad** reserves the right to claim or collect the Tax from the Participant in addition to the contribution and/or fees that should be made under this Certificate.

Tax shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

##### **CONTRIBUTION WARRANTY**

It is fundamental and absolute special condition of this Certificate that the contribution due must be made and received by the Takaful Operator within sixty (60) days from the inception date of this Certificate/Endorsement/Renewal Certificate.

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

Where the contribution made pursuant to this warranty is received by an authorised agent of the Takaful Operator, the contribution shall be deemed to be received by the Takaful Operator for the purposes of this warranty and the onus of proving that the contribution made was received by a Takaful Operator authorized representative, including a Takaful Operator's agent, who was not authorised to receive such contribution shall lie on the Takaful Operator.

Subject otherwise to the terms and conditions of this Certificate

## **DISPUTE RESOLUTION**

*In the event of any dispute, you may seek arbitration for your case. You may contact :-*

i) **Zurich General Takaful Malaysia Berhad**  
Level 23A, Mercu 3,  
No. 3, Jalan Bangsar,  
KL Eco City,  
59200 Kuala Lumpur,  
Malaysia  
Tel : 603-2109 6000  
Fax : 603-2109 6888

Email: [callcentre@zurich.com.my](mailto:callcentre@zurich.com.my)  
Website: [www.zurich.com.my](http://www.zurich.com.my)

ii) **Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau)**  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel : 603-2272 2811 Fax : 603-2272 1577  
Email : [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website : [www.ofs.org.my](http://www.ofs.org.my)

iii) **Contact Centre (BNMTELELINK)**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Bank Negara Malaysia  
P.O.Box 10922,  
50929 Kuala Lumpur.  
Tel : 1-300-88-5465 (1-300-88-LINK)  
Fax : 03-2174 1515  
Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**ENDORSEMENTS, CLAUSES AND WARRANTIES SHALL APPLY TO AND FORM PART OF THIS CERTIFICATE WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO**

### **IMPORTANT**

*You shall read this Certificate carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with your wishes, advice should at once be given to us and the Certificate returned for attention.  
The benefit(s) payable under eligible product is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Zurich General Takaful Malaysia Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).*

**Zurich General Takaful Malaysia Berhad**  
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