

ENDORSEMENT

Attached to and forming part of the master contract **Long Term Houseowner Takaful (LTHO), Master Contract No. THODFIR1708000001** (hereinafter called the "Master Contract").

Notwithstanding anything to the contrary contained in the above-mentioned Master Contract, it is hereby understood and agreed that with effect from 1 January 2015, the following provisions will be revised and amended as follows:

2. The Objectives of the Takaful Contract

1. The description under paragraph 2 will be deleted in its entirety and replaced with the following new clause:

WHEREAS This contract is issued in consideration of the payment of contribution as specified in the Takaful Schedule and pursuant to the answers given in the Participant's proposal form and any other disclosures made by the Participant between the time of submission of the proposal form and the time this contract is entered into. The answers and any other disclosures given by the Participant shall form part of this contract between the Participant and the 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 contract reflects the terms and conditions as agreed between the Participant and the Operator.

General Conditions

1. New clauses – The following new clauses will be added into this provision:

18. Duty of Disclosure

- (a) Where the Participant has applied for this Takaful wholly for purposes unrelated to his/her trade, business or profession, the Participant had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form 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 Certificate, refusal or reduction of his/her claim(s), change of terms or termination of the certificate in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. The Participant were also required to disclose any other matter that he/she knew to be relevant to the Operator's decision in accepting the risks and determining the rates and terms to be applied.
- (b) The Participant also have a duty to tell the Operator immediately if at any time after his/her Certificate has been entered into, varied or renewed with the Operator any of the information given in the Proposal Form is inaccurate or has changed.

19. Tax

- 19.1 All taxes, including without limitation any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of the certificate of takaful will be charged in accordance with the applicable



legislation at the prevailing rate. Where necessary, we will amend the terms of this Contract to take into account any such tax.

All other provisions and conditions of the Master Contract shall remain unchanged.

NOTICE / NOTIS

CHANGE OF NAME / *PENUKARAN NAMA*

Please be informed that we have changed our Company name to **Sun Life Malaysia Takaful Berhad** with effect from 19 August 2013.

*Sila maklum bahawa kami telah menukar nama Syarikat kami ke **Sun Life Malaysia Takaful Berhad** berkuatkuasa 19 Ogos 2013.*

CIMB AVIVA

CIMB AVIVA TAKAFUL BERHAD

MASTER CONTRACT

**Long Term Houseowner (LTHO)
Bahagian Pinjaman Perumahan Perbendaharaan Malaysia (BPP)**

CIMB AVIVA TAKAFUL BERHAD (689263-M)

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CIMB AVIVA



LONG TERM HOUSEOWNER TAKAFUL CONTRACT

1. THE BASIC PRINCIPLES OF THE TAKAFUL CONTRACT:-

The Contract for the Takaful has been organized in accordance with the following Rules:-

First: CIMB AVIVA TAKAFUL Berhad has been considered as the first party (hereinafter referred to as the "Operator" or "CATB") and the Contract Holder/ Participant holding a valid contract has been considered as the second party (hereinafter referred to as "The Contract Holder/ Participant"). The Operator is the Organizer and entrusted custodian for managing the Contract.

Second: The Operator shall be deemed to have been the entrusted custodian and the manager of the Takaful Contract in conformity with the Shariah rules.

Third: The Operator shall propagate the service of Takaful and shall collect the contributions paid by the Participant in a fund called "General Takaful Fund" or "GTF".

Fourth: The Contract Holder and/ or Participant shall be deemed to have consented to donate either part or the whole of their contribution to the "General Takaful Fund" or "GTF" to meet the objectives of Takaful.

2. THE OBJECTIVES OF THE TAKAFUL CONTRACT:-

The takaful contract aims at diffusing the spirit of Takaful amongst the Participant during the participation period in the event of covered misfortunes to the Participant. The Operator, on behalf of fellow Participant, shall effect Takaful by paying the Takaful Benefit agreed upon in the Contract and in accordance with what has been stated in this Contract.

WHEREAS the Participant by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Operator for the Takaful hereinafter contained and in consideration of the payment by the Participant to the Operator of the Takaful Contribution.

NOW THIS CONTRACT WITNESSETH that in respect of events occurring during the Period of Takaful and subject to the limitations exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Contract):

THE OPERATOR will by payment or at its option by reinstatement or repair, INDEMNIFY the Participant against loss or damage to the property covered caused by any of the undermentioned Perils: -

PERILS

- 1) FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE.
- 2) EXPLOSION.
- 3) AIRCRAFT and other aerial devices and/or articles dropped therefrom.
- 4) IMPACT with any of the buildings by any road vehicles or animals not belonging to or under the control of the Participant or any member of his family.
- 5) BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES excluding:-

- a) in respect of each and every loss the amount stated in the Schedule.
 - b) destruction or damage occurring while the Private Dwelling House is left untenanted.
- 6) THEFT but only if accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.
- PROVIDED that in the event of the Private Dwelling House being left without an inhabitant therein for more than ninety (90) days whether consecutively or not in any one Period of Takaful the Takaful coverage against this Peril shall, unless otherwise agreed by endorsement thereon, be entirely suspended in respect of any period or periods during which the Private Dwelling House may be unoccupied in excess of the aforesaid ninety (90) days.
- 7) HURRICANE, CYCLONE, TYPHOON, WINDSTORM subject to the following Excess Clause.
 - 8) EARTHQUAKE, VOLCANIC ERUPTION subject to the following Excess Clause
 - 9) FLOOD but excluding loss or damage caused by subsidence or landslip; subject to the following Excess Clause.

EXCESS CLAUSE

As regards to the loss or damage (other than by fire) to the buildings of the Private Dwelling House directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Operator's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the Schedule. This Clause shall separately apply to:

- i) each building, for which purposes all covered buildings at the same premises specified in the schedule address will be regarded as one building.
- ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days' freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

SECTION I - BUILDINGS

The Operator will indemnify the Participant against loss or damage caused by any of the abovementioned Perils to the buildings of the Private Dwelling House which expression shall include all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises including fixtures and fittings therein and the walls, gates and fences around and pertaining thereto.

In the case of Contracts issued to cover the buildings of blocks of flats the reference in this Contract to 'Private Dwelling House' shall be deemed to mean the Private Flat or Apartment.

SECTION II - OTHER CONTINGENCIES

A. Rent Takaful

The Operator will indemnify the Participant for the undermentioned loss actually incurred by the Participant in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Covered on Buildings and/or Contents:

- a) as the Owner but not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred by him at a hotel, lodging house or boarding house.

The total amount recoverable under this section shall be in addition to the Total Sum Covered on Private Dwelling House as per schedule on the individual Certificate of Takaful issued.

For the purpose of this section Certificate of Takaful is defined as the individual certificate issued to individual participant.

B. Liability to the Public

The Operator will indemnify the Participant against all sums for which the Participant may be held legally liable:

a) **Applicable when Section I – Building is covered**

As owner of the Private Dwelling House in respect of accidents caused by a defect in the Buildings of the Private Dwelling House or in the Landlord's fixture and fittings or in the walls, gates, fences and trees around and pertaining thereto.

Occurring during the Period of Takaful and resulting in:

- 1) Bodily injury to any person not being a member of the Participant's family or household nor at the time of sustaining such injury engaged in the Participant's service.
- 2) Damage to property not belonging to or in the charge of or under the control of the Participant or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Operator will, in addition, indemnify the Participant in respect of:

- a) Legal costs and expenses recoverable from the Participant by any claimant provided such costs and expenses were incurred before the date (if any) on which the Operator shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;
- b) Legal costs and expenses incurred by the Participant with the consent of the Operator.

Provided also that the Operator shall not in any case be liable hereunder in respect of:

- (i) Injury or damage arising out of or incidental to:
 - a) the Participant's profession or business, or
 - b) the ownership, possession or use by or on behalf of the Participant of any lift, vehicle, vessel or craft of any kind.
 - c) the carrying out of alterations, additions, repairs or decorations to the Participant premises.
- (ii) Liability arising out of any contract of indemnity which imposes upon the Participant liability which the Participant would not otherwise have been under.

In the event of death of the Participant the Operator will in respect of the liability incurred by the Participant indemnify the Participant's legal representatives in the terms of and subject to the limitations of this Section provided that such legal representatives shall as though they were the Participant observe, fulfill and be subject to the Terms of this Contract so far as they can apply.

This Section shall not apply to any part of the Private Dwelling House used in connection with the profession of the Participant whilst that part of the Private Dwelling House is being so used.

For the purposes of this Section the expression "the Participant" shall be deemed to include the husband or wife of the Participant.

WARRANTIES

1. RESTRICTION OF MERCHANDISE WARRANTY

Warranted that during the period of Takaful of this Contract, no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

2. CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of Takaful that the contribution due must be paid and received by the Takaful operator within sixty (60) days from the inception date of this Contract / endorsement.

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

Where the contribution payable pursuant to this warranty is received by an authorised agent of the Takaful operator, the payment shall be deemed to be received by the Takaful operator for the purposes of this warranty 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 the Takaful operator.

GENERAL EXCEPTIONS

This Contract does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - b) Mutiny, riot, military or popular rising, 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.

As regards Section I and IIA hereof:

Any loss, damage or other contingency 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, damage or a contingency which is not covered by this Takaful, except to the extent that the Participant shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

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

2. (i) (a) Loss or damage occasioned by cessation of work; or by confiscation, commandeering, requisition or destruction of or damage to the property by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the property is situated; or occasioned to property by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
 - (b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii) Loss, damage or other contingency 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. Solely for the purpose of this Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever except as provided for in Section IIA hereof.
 4. As regards buildings only:
 - (a) Loss or damage by hurricane, cyclone, typhoon or windstorm to any building in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against such Perils or to metal smoke stacks, awnings blinds, signs and other outdoor fixtures or fittings including gates and fences.
 - (b) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption.

GENERAL CONDITIONS

The heading in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision herein.

1. MEANING

This Contract and the Schedule shall be read together as one contract and any other word or expression to which a specific meaning has been attached in any part of this Contract or the Schedule shall bear such specific meaning wherever it may appear.

2. CHANGE IN RISK

Unless otherwise expressly stated nothing contained herein shall give any rights against the Operator to any person other than the Participant. Further, the Operator shall not be bound by any passing of the interest of the Participant otherwise than by death or operation of law unless and until the Operator shall by endorsement hereon declare the Takaful to be continued.

3. RIGHTS OF CLAIM

The extension of the Operator's liability in respect of the property of any person other than the Participant shall give no right of claim hereunder to such person, the intention being that the Participant shall in all cases claim for and on behalf of such person and the receipt of the Participant shall in any case absolutely discharge the Operator's liability hereunder.

4. ACCOMMODATION OF PAYING GUESTS

The accommodation of paying guests, boarders or lodgers not exceeding three (3) in number is permitted without prejudice to the cover granted herein and for the purposes of Section IIB of this Contract such paying guests, boarders and lodgers shall be deemed to be members of the Participant's household.

5. MAXIMUM LIABILITY

The Total Sum Covered declared by the Participant represents not less than the full value of the covered Buildings and/or Contents and the total liability of the Operator in respect of loss or damage thereto by all or any of the Perils during any one Period of Takaful shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Covered specified in the Schedule, or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Operator.

6. AVERAGE

If the property hereby covered shall, at the time of any loss, be collectively of greater value than the sum covered thereon, then the Participant shall be considered as being his own Takaful owner for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

7. CONTRIBUTION

If at the time of any loss, damage or liability covered by this Contract there shall be any other Takaful covering such loss, damage or liability or any part thereof the Operator shall not be liable for more than its rateable proportion thereof.

8. NOTICE

The Participant shall give notice to the Operator of any Takaful or Takafuls already effected, or which may subsequently be effected, covering any of the property hereby covered and unless such notice be given and the particulars of such Takaful or Takafuls be stated in or endorsed on this Contract by or on behalf of the Operator before the occurrence of any loss or damage, all benefit under this Contract in respect of the property so covered shall be forfeited.

9. CLAIMS PROCEDURE

- (a) The Participant shall on the happening of any loss or damage to the property covered give immediate notice thereof in writing to the Operator and shall at his own expense within thirty days after the happening of such loss or damage deliver to the Operator a claim in writing with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.
- (b) If the Operator shall elect to reinstate any building, the Participant shall furnish to the Operator all such plans, specifications and quantities as the Operator may reasonably require.
- (c) The Participant shall on receiving notice of any accident or claim arising under Section IIB give immediate notice thereof in writing to the Operator and as soon as possible supply full particulars thereof in writing and shall send to the Operator any writ, summons or other legal process issued or commenced against the Participant and shall give all necessary information and assistance to enable the Operator to settle or resist any claim or to institute proceedings.
- (d) The Participant shall not incur any expense in making good any damage without the written consent of the Operator and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

10. SALVAGE AND SUBROGATION

The Operator shall be entitled:-

- (a) On the happening of any loss of or damage to the property covered 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 and this Contract or any copy thereof certified by the Operator shall be proof of leave and license for such purpose. No property may be abandoned to the Operator.
- (b) To undertake in the name and on behalf of the Participant the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Contract.

11. FORFEITURE

If any claim under this Contract shall be in any respect fraudulent or if any fraudulent means or devices are used by the Participant or any one acting on his behalf to obtain any benefits under this Contract all benefits thereunder shall be forfeited.

12. CANCELLATION

This Contract may be cancelled at any time at the request of the Participant in writing to the Operator and also may be cancelled by the Operator by fourteen (14) days' notice given in writing to the Participant at his last known address, and the Contribution hereon shall be adjusted on the basis of the Operator receiving or retaining pro rata contribution.

13. ARBITRATION

If any dispute arises as to the amount of any loss or damage such dispute 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, 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 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 Contract that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

14. UPKEEPING OF PREMISES

The Participant shall use all reasonable diligence and care to keep the premises in a proper state of repair and, where the Participant is the owner of the Private Dwelling house, if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Operator shall not be liable for injury, loss or damage caused by a defect which the Participant has failed to remedy after having received notice of such defect either from the Operator or any person or public body.

15. **REINSTATEMENT OF SUM COVERED**

In the event of a loss, the Takaful coverage hereunder shall be maintained in force for the full sum covered and the Participant shall be liable to pay an additional contribution at the rate stated on the Contract calculated on the amount of loss on pro rata basis from the date of such loss to the expiry of the current period of Takaful.

16. **MARKET VALUE**

In the event of a loss to the property covered herein, the Operator shall pay the covered value or the market value of the covered property, whichever is the lower subject to deduction of any excess and amounts which the Participant is required to bear under the Contract.

For the purpose of this condition, the term market value shall mean the value of the property covered herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

The Market Value of the covered property shall for the purpose of this condition be determined by a valuation obtained by the Operator 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 covered property damaged or lost as it was at the time of the occurrence of such damage or loss.

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 covered property, the valuation shall be obtained from loss adjuster licensed under the Takaful Act 1984 or registered valuer under the Valuers and Appraisers Act 1981 and to be mutually appointed by both parties. The valuation of the covered property by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, Loss Adjuster licensed under the Takaful Act 1984 or Registered Valuer under the Valuers and Appraisers Act 1981 shall be conclusive evidence in respect of the market value of the covered property in any legal proceedings against the Operator.

17. If at the end of the period of Takaful stated in the Schedule there is a net surplus in the Operator's General Takaful Fund, the participant is entitled to their share of the net surplus as provided for in the certificate of Takaful of the individual participant provided always that the individual participant has not incurred any claim and or not received any benefits under this Contract whilst it is in force.

LIMITS OF LIABILITY

The limits hereof are deemed to be incorporated in Schedule.

1. The Operator shall not be liable:
 - (a) under Peril 5 for the first RM50.00
 - (b) under Peril 7, 8 and 9, as provided in the Excess Clause applying thereto, for the first one (1) per cent of the Total Sum Covered on Buildings or RM200.00 whichever shall be the less.
2. Limit of amount of the Operator's liability under Section IIB: RM50,000.00 any one accident or series of accidents constituting one occurrence in respect of Section I – Buildings.
3. Geographical Area: Malaysia

CLAUSES/ENDORSEMENTS

(The following Clauses/Endorsements are applicable to this Contract)

I. **DATE RECOGNITION (with Saving Clause) (FC51)**

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

- A. The Operator will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to :
1. correctly recognize any date as its true calendar date;
 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than 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 the Operator will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Operator will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above.
- D. It is further understood that the Operator will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving Clause

This endorsement shall not exclude subsequent loss or damage or consequence loss which itself results from a covered peril as defined in the Contract.
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Subject otherwise to the terms and conditions of the Contract.

2. PROPERTY DAMAGE CLARIFICATION CLAUSE (FC48)

Property damage covered under this Contract 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 programmes that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Contract:-

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programmes 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 Participant physical damage to the substance of property, shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programmes, and any business interruption losses resulting from such loss or damage.

3. RADIOACTIVE/NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (FC50)

This Takaful does not cover loss, damage, 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:-

- 1) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

- 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 3) any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. **ENDORSEMENT NO 8 - Riot, Strike and Malicious Damage Cover (FE34)**

In consideration of the payment by the Participant to the Operator of an additional contribution, it is hereby declared that notwithstanding anything in the within written Contract contained to the contrary, the Takaful under this Contract shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property covered directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in General Exception 1 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Contract contained to the contrary, the Takaful under this Contract shall extend to cover malicious damage which for the purpose of this extension shall mean:-

Loss of or damage to the property covered directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in General Exception 1 of the Endorsement but the Operator shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the Conditions of the Contract (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered General Exceptions and Conditions of the Contract the following:-

GENERAL EXCEPTION 1

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

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

GENERAL EXCEPTION 2

This Takaful does not cover:-

- a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Operator is not relieved under (c) or (d) above of any liability to the Participant in respect of physical damage to the property covered occurring before dispossession or during temporary dispossession.

CONDITION 6

If the property hereby covered shall 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 Endorsement be collectively of greater value than the sum covered thereon, then the Participant shall be considered as being his own Takaful operator for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the Contract shall be separately subject to this condition.

CONDITION 12

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

PROVIDED that it is hereby further expressly agreed and declared that:-

- 1) All the Conditions of this Contract shall apply in all respects to the Takaful granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Contract shall be deemed to include the perils hereby covered against.
- 2) The Special Conditions herein shall apply only to the Takaful granted by this extension and the Conditions of the Contract shall apply in all respects to the Takaful granted by the Contract as if this Endorsement had not been made thereon.

5. ENDORSEMENT NO. 11 (FE37)

The 'Liability to the Public' section of this excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:-

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

6. UNVALUED CONTRACT CLAUSE (FC52)

This is an unvalued Contract. The onus is on the Participant 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.

