



Goods In Transit Takaful Certificate

Whereas the Participant named in the Schedule hereto has by proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Etiqa Takaful Berhad (hereafter called "the Company") to participate in this takaful coverage.

Now this certificate witnesses that if during the Period of Takaful whilst in or on or being loaded on or unloaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances with the said conveyances within the Territorial Limit shall be lost destroyed or damaged by

FIRE THEFT OR ACCIDENTAL MEANS

then the Company shall indemnify the Participant in respect of such loss destruction or damage but not exceeding the Limit of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property Participant in respect of such transit.

Provided that if the total value of the Property in transit exceeds the limit of liability or the amount declared in respect of each transit then the Participant shall be considered as being his own Insurer for the difference and shall bear a ratable share of the loss destruction or damage accordingly.

Exclusions

The Company shall not be liable in respect of:-

1. Loss or destruction of or damage to livestock, explosives, goods of a dangerous nature, tobacco, cigarettes, cigars, wines, spirits, radio, televisions, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash bank notes, stamps, deeds, bonds securities, bills of exchange, documents, manuscripts or plans.
2. Destruction of or damage to china, glass, earthenware, pictures, scientific instruments, statuary, marble or plasterwork, articles of value or the like unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling on to the conveyance.
3. Damage to furniture including paintings, pictures, drawings, etchings as a result of scratching, rubbing or abrasion.
4. Loss of any liquid gas or goods from containers by leakage or spilling unless caused by (a) fire (b) an accident to the conveyance or (c) an object falling on to the conveyance.
5. Loss destruction or damage caused by weather atmospheric conditions wear and tear moth vermin insects damp mildew rust defective packing hooks or slings delay loss of market depreciation or deterioration contamination fermentation or spontaneous combustion or consequential loss of any kind.
6. Loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
7. Loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion.
8. Loss destruction or damage occasioned by or happening through confiscation nationalisation detention requisition or wilful destruction by any government public municipal local or customs authority.
9. Theft or pilferage in which any employee of the Participant is concerned as principal or accessory.
10. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
11. Any accident loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Contribution Warranty

It is fundamental and absolute special condition of this contract of insurance that the Contribution due must be paid and received by the insurer within sixty (60) days from the inception date of this certificate/ endorsement/renewal certificate.

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

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

Subject otherwise to the terms and conditions of this certificate.

Conditions

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

1. Every notice or communication to be given or made under this Certificate shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company from which this Certificate was issued and notice or knowledge of anything relating to the Certificate or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given and no alteration in the terms of this Certificate nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Company.

2. The Participant shall take all reasonable precautions for the safety or the property and shall act with reasonable despatch in all circumstances within their control.

When the property is carried on any vehicle or trailer owned or operated by the Participant then the Participant shall exercise all care and diligence in the selection of steady trustworthy sober and competent employees and shall see that all vehicles or trailers are overhauled periodically and maintained in an efficient and roadworthy condition.

3. On the happening of any event giving rise or likely to give rise to a claim under this Certificate coming to this knowledge the Injured shall.

(a) give immediate notice thereof in writing to the Company stating the circumstances of the claim and as soon as possible and in any event within thirty days of such notice, deliver to the Company a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof excluding profit of any kind and of the loss destruction or damage, the Company shall be under no liability for any loss or damage occurring in connection with such event.

(b) Take immediate steps to minimise the damage and recover any missing property and give notice to any Third Party who had custody of the property or who may be responsible for loss destruction or damage.

(c) If the claim be one for theft give immediate notice to the police.

4. If at the time of the happening of any loss destruction or damage covered by this Certificate there shall be any other insurance covering the same risk whether effected by the Participant or not then the Company shall not be liable to pay more than their rateable proportion of the loss destruction or damage. Each article of property Participant by this Certificate shall be separately subject to this condition.

5. Nothing contained herein shall give any rights against the Company to any person other than the Participant, and the Company will not be bound by any passing of the interest of the Participant otherwise than by death, unless and until the Company shall by endorsement hereon declare the Participant to be continued.

6. If the proposal or declaration of the Participant is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Certificate shall be void.

7. The Company may by notice in writing to the Participant under registered letter to this last known address give seven days' notice of their intention to determine this certificate returning on demand a proportion of the Contribution corresponding to the unexpired period of takaful adjusted in accordance with Condition 10 thereof.

8. The Participant shall not without the consent in writing of the Company incur any expense whether by litigations or otherwise or make any payment offer promise settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Certificate. The Company shall in respect of anything Participant under this Certificate be entitled to take over and conduct in the name of the Participant at their own expense and for their own benefit any claim for indemnity or otherwise against any person and shall have full discretion in the conduct of any proceedings and in the settlement of any clam and the Participant shall give all such information and assistance as the Company may require.
9. The Company shall be entitled to reinstate repair or replace the property lost destroyed or damaged as the case may be instead of paying the amount of the loss destruction or damage. Upon the payment of any claim for loss under this Certificate the property in respect of which such payment is made shall belong to the Company.
10. The first Contribution and all renewal Contributions that may be accepted are to be regulated by the total values of all the property despatched during each period of indemnity. The Participant shall keep an accurate record of all such values and shall at all reasonable times allow the Company to verify such record and within one month of the expiry of each period of indemnity shall furnish the Company with a correct account of the amount so recorded and if such amount shall differ from that on which the Contribution has been paid the difference in Contribution shall be met by a further proportionate payment or by a refund as the case may be.
11. If any difference arises as to the amount of the Company's liability under this Certificate, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within three calendars months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Company as regards any dispute regarding the amount of the Company's liability under this Certificate.
12. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending court action or arbitration.
13. If a claims be made by or on behalf of the Participant which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
14. The due observance and fulfilment of the terms conditions and endorsements of this certificate in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Participant who is not satisfied with the decision of the senior management of an Takaful operator, may write to the "Mediator, Insurance Division of FMB", giving details of the dispute, the name of the Takaful operator and the Certificate number.

Copies of the correspondence between the Participant and the Takaful operator may be sent to facilitate tracing the case file kept by the Takaful operator.

If the Mediator makes an award against an Takaful operator, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful operator can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

Financial Mediation Bureau (FMB)

Level 25, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Telephone Number: 03 2272 2811
Facsimile Number: 03 2272 1577
E-mail: enquiry@fmb.org.my
Website: www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

Any participant or claimant who is not satisfied with the conduct of the Takaful operator may write to CSB, giving details of the complaint, the name of Takaful operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful operator may also be sent to facilitate tracing the case file kept by the Takaful operator.

The contact details are as follows:

Director

Jabatan LINK dan Pejabat Wilayah Bank Negara Malaysia

P. O. Box 10922 50929 Kuala Lumpur
Telephone Number: 1 300 88 5465
Facsimile Number: 03 2174 1515 E-mail: bnmtelelink@bnm.gov.my

Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Customer Service

Level 4, Tower C, Dataran Maybank No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Facsimile Number: 03 2785 3093 E-mail: cmu@etiqa.com.my
www.etiqa.com.my

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