

STAMP DUTY  
PAID

## CONTRACTORS' ALL RISKS TAKAFUL CERTIFICATE

**WHEREAS** the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has made to **Etiqa General Takaful Berhad** (hereinafter called "the Takaful Operator") a written application by completing a questionnaire and/or other statements made in writing and/or submission of takaful related documents by the Participant for the purpose of this Certificate, is deemed to be incorporated herein.

**NOW THIS CERTIFICATE OF TAKAFUL** cover witnesses that, subject to the Participant having paid to the Takaful Operator the contribution mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Takaful Operator will indemnify the Participant in the manner and to the extent hereinafter provided.

### Exclusions

The Takaful Operator will not indemnify the Participant in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious person or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- (b) nuclear reaction, nuclear radiation or radioactive contamination;
- (c) willful act or willful negligence of the Participant or of his representatives;
- (d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Takaful Operator allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this Takaful cover the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Participant.

### Period Of Cover

The liability of the Takaful Operator shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Takaful Operator's liability expires for parts of the covered contract works taken over or put into service.

At the latest the Takaful cover shall expire on the date specified in the Schedule. Any extensions of the Period of Takaful are subject to the prior written consent of the Takaful Operator.

## General Conditions

- 1) The due observance and fulfillment of the terms 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 questionnaire and application made by the Participant shall be a condition precedent to any liability of the Takaful Operator.
- 2) The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Certificate and the expression "this Certificate" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- 3) The Participant shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Takaful Operator to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
- 4)
  - a) Representatives of the Takaful Operator shall at any reasonable time have the right to inspect and examine the risk and the Participant shall provide the representatives of the Takaful Operator with all details and information necessary for the assessment of the risk.
  - b) The Participant shall immediately notify the Takaful Operator by facsimile and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or contribution shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Participant whereby the risk is increased, unless the continuance of the Takaful cover is confirmed in writing by the Takaful Operator.

The Participant shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Takaful Operator to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

- 5) In the event of any occurrence which might give rise to a claim under this Certificate, the Participant shall;
  - a) immediately notify the Takaful Operator by telephone or facsimile as well as in writing, giving an indication as to the nature and extent of loss or damage;
  - b) take all steps within his power to minimize the extent of the loss or damage;
  - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Takaful Operator; furnish all such information and documentary evidence as the Takaful Operator may require;
  - d) inform the police authorities in case of loss or damage due to theft or burglary.

The Takaful Operator shall not in any case be liable for loss, damage or liability of which no notice has been received by the Takaful Operator within 14 days of its occurrence. The notice may be submitted after the notification timeframe, if it can be shown that the notice was given as soon as it was reasonably possible.

Upon notification being given to the Takaful Operator under this condition, the Participant may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Takaful Operator shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Takaful Operator does not carry out the inspection within a period of time which could be considered adequate under the circumstances the Participant is entitled to proceed with the repairs or replacement.

The liability of the Takaful Operator under this Certificate in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

- 6) The Participant shall at the expense of the Takaful Operator do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Takaful Operator in the interest of any rights or

remedies, or of obtaining relief or indemnity from parties (other than those Participant under this Certificate) to which the Takaful Operator are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Certificate, whether such acts and things are or become necessary or required before or after the Participant's indemnification by the Takaful Operator.

- 7) If any difference arises as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall 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 Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Takaful Operator.
- 8) If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Participant or anyone acting on his behalf to obtain any benefit under this Certificate, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in the case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Certificate shall be forfeited.
- 9) If at the time any claim arises under the Certificate there is any other Takaful/Insurance cover covering the same loss, damage or liability the Takaful Operator shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

#### 10) Takaful and Surplus Distribution Clause

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates whereby the operator shall have the full discretion to waive part of the Wakalah fee:

Commission	: Up to 15% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the intermediary
Total Wakalah Fee	: 35% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah. The balance of 50% will be shared amongst participants whose Takaful Certificates have not terminated and who have not made any claim prior to the expiry of their Takaful Certificates.

In the event of insufficient balance in the Fund to pay the Participant's Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

**Definitions:**

**“General Takaful Fund (“Fund”)**” means the Participants’ account where Tabarru’ portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

**“Ju’alah”** is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the fund.

**“Qard”** in the context of this Certificate, means an interest-free loan which is given by the Takaful Operator to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to the Takaful Operator’s mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to the Takaful Operator’s mismanagement or negligence, the Takaful Operator will make the outright transfer for the insufficiency.

**“Tabarru”** means contribution, donation or gift. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

**“Takaful”** means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

**“Wakalah”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that the Participant have appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant have also authorized the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

**11) Data Protection Obligations and Rights**

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010.

We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other takaful operators or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of the Covered Person, or another individual, You must inform that individual of Our privacy notice.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at [www.etiqa.com.my](http://www.etiqa.com.my).

## Section I – Material Damage

### Scope of Cover

The Takaful Operator hereby agree with the Participant that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Takaful Operator will indemnify the Participant in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in anyone event the limit of indemnity where applicable and not exceeding to all the total sum expressed in the Schedule as covered hereby.

The Takaful Operator will also reimburse the Participant for the cost of clearance of debris following upon any event giving rise to a claim under this Certificate provided a separate sum therefore has been entered in the Schedule.

### Special Exclusions to Section I

The Takaful Operator shall not, however, be liable for

- (a) the deductible stated in the Schedule to be borne by the Participant in anyone occurrence;
- (b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- (c) loss or damage due to faulty design;
- (d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- (e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- (f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- (g) loss of or damage to vehicles licensed for general road use or water borne vessels or aircraft;
- (h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- (i) loss or damage discovered only at the time of taking an inventory.

### Provisions Applying to Section I

#### Memo 1 - Sum Covered

It is a requirement of this Takaful cover that the sums covered stated in the Schedule shall not be less than

For item 1           the full value of the contract works at the completion of the construction, inclusive of all material, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

For item 2 and 3 the replacement value of construction plant, equipment and construction machinery, which shall mean the cost of replacement of the covered items by new items of the same kind and capacity;

and the Participant undertakes to increase or decrease the amounts of Takaful cover in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Certificate by the Takaful Operator.

If, in the event of loss or damage, it is found that the sums covered are less than the amounts required to be covered, then the amount recoverable by the Participant under this Certificate shall be reduced in such proportion as the sums covered bear to the amounts required to be covered. Every object and cost items is subject to this condition separately.

### **Memo 2 - Basis of Loss Settlement**

In the event of any loss or damage the basis of any settlement under this Certificate shall be

- (a) in the case of damage which can be repaired - the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- (b) in the case of a total loss - the actual value of the items immediately before the occurrence of the loss less salvage,

However, only to the extent the costs claimed had to be borne by the Participant and to the extent they are included in the sums covered and provided always that the provisions and conditions have been complied with.

The Takaful Operator will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Takaful Operator if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Certificate.

### **Memo 3 - Extension of Cover**

Extra charges for overtime, night work, work on public holidays, express freight are covered by this Takaful cover only if previously and specially agreed upon in writing.

## **Section II – Third Party Liability**

### **Scope of Cover**

The Takaful Operator will indemnify the Participant up to but not exceeding the amounts specified in the Schedule against such sums which the Participant shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not)
- b) accidental loss of or damage to property belonging to third parties

Occurring in direct connection with the construction or erection of the items covered under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Takaful Operator will in addition indemnify the Participant against

- a) all costs and expenses of litigation recovered by any claimant from the Participant, and

- b) all costs and expenses incurred with the written consent of the Takaful Operator,

Provided always that the liability of the Takaful Operator under this section shall not exceed the limits of indemnity stated in the Schedule.

### **Special Exclusions to Section II**

The Takaful Operator will not indemnify the Participant in respect of;

- 1) the deductible stated in the Schedule to be borne by the Participant in anyone occurrence;
- 2) the expenditure incurred in doing or re-doing or making good or repairing anything covered or coverable under Section I of this Certificate;
- 3) damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
- 4) liability consequent upon
  - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is Participant under Section I, or members of their families;
  - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is covered under Section I, or an employee or workman of one of the aforesaid;
  - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d) any agreement by the Participant to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

### **Special Conditions Applying to Section II**

- 1) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Participant without the written consent of the Takaful Operator who shall be entitled, if they so desire, to take over and conduct in the name of the Participant the defense or settlement of any claim or to prosecute for their own benefit in the name of the Participant any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Participant shall give all such information and assistance as the Takaful Operator may require.
- 2) The Takaful Operator may so far as any accident is concerned pay to the Participant the limit of indemnity for anyone accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the Takaful Operator shall thereafter be under no further liability in respect of such accident under this section.

## Clauses

**The following Clauses are applicable to this Takaful Certificate:**

### **1) 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 Takaful Certificate /endorsement/renewal Takaful Certificate.

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 for the period they have been on risk.

Where the contribution payable pursuant to this warranty is received by an authorized agent of the Takaful Operator, the payment shall be deemed to be received by the Takaful Operator for the purpose of this warranty and onus of proving that the contribution payable was received by a person, including an takaful agent, who was not authorized to receive such contribution shall lie on the Takaful Operator.

Subject otherwise to the term and conditions of this Takaful Certificate.

## 2) Property Damage Clarification Clause

Property damage covered under this Certificate shall mean physical damage to the substance property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data software or computer programs that it caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- a) Loss of or damage to data of software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software in the direct consequence of covered 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 programs, and any business interruption losses resulting from such loss or damage.

## 3) Theft by Deception Clause

The Takaful Operator shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating as defined in the Penal Code is as follows:-

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and, which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

## 4) Property Electronic Data And Internet Endorsement

The Takaful Operator will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

1. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
2. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
3. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Participant to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, riot otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.



Such Damage or Consequential loss described in 1, 2 or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this certificate remain unchanged.

## 5) Date Recognition Clause

It is noted and agreed that this Takaful Certificate is hereby amended as follows:

- A. The Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether 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 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 Takaful Operator will not pay for the repair or modification of any part of any electronic data processing system or any device and/or software as listed above in A.
- C. It is further understood that the Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by 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 Takaful 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 or any consequential loss referred to in A, B, C, or D and 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 consequential loss which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hurricane, cyclone, typhoon, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcanic eruption, flood, bursting or overflowing of water tanks or pipes, subsidence and landslip and spontaneous combustion.

## 6) Institute Cyber Attack Exclusion (CL380) 10/11/03

- 61 Subject only to clause 6.2 below, in no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- 62 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 6.1 shall not operate to exclude losses (which would otherwise be

covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## **7) Exclusion of Terrorism**

Notwithstanding any provision to the contrary within this Takaful Certificate or any endorsement thereto it is agreed that this Takaful 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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement 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.

If the takaful operators allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Takaful Certificate the burden of proving the contrary shall be upon the participant.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **8) Total Asbestos Exclusions**

It is hereby understood and agreed that this contract shall not cover any actual or alleged liability whatsoever for any claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## **9) Jurisdiction Clause**

This Takaful Certificate shall be governed by and construed in accordance with Malaysia Law. The Takaful Operator and the Participant agree that the Courts of Malaysia shall have the sole jurisdiction over any legal action or proceeding arising out of or in connection with this Takaful Certificate, including but not limited to the execution, interruption and compliance with this Takaful Certificate, and that any final order or judgment of such courts shall be conclusive. The Takaful Operator hereby waive any objection to proceeding in such courts on the grounds that the proceedings have been brought in an inconvenient forum.

## **General Provision**

### **Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism**

If we discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Certificate immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Certificate in accordance with any applicable laws.

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (LINK) alternative avenues for members of the public to seek redress against unfair market practices.

### Procedure for Complaint to OFS

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### Procedure for Complaint to LINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to LINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may 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  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto: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:

Etiqa General Takaful Berhad  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my)