

## EQUIPMENT ALL RISKS TAKAFUL CERTIFICATE

Whereas the Certificate Holder (hereinafter called the "Participant") named in the attached Schedule hereto has by an application and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **Etiqa General Takaful Berhad (201701025031)** (hereinafter referred to as "the Takaful Operator") for the takaful cover hereinafter contained.

In consideration of the payment by the Participant of the contribution during the Period of Takaful stated in the Schedule or any subsequent period for which the Participant shall pay and the Takaful Operator shall agree to accept the renewal contribution and subject to the terms, provisos, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Certificate"):

1. The Takaful Operator will indemnify the Participant against loss of or damage to the Property specified in the Schedule and its standard accessories and spare parts whilst thereon by;
  - (a) accidental collision or overturning.
  - (b) fire external explosion self-ignition or lightning.
  - (c) burglary housebreaking or theft.
2. At its own option the Takaful Operator may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Property or any part thereof or its accessories or spare parts but the liability of the Takaful Operator shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting or repairing such parts.
3. If the Property is disabled by reason of loss or damage covered under this Certificate the Takaful Operator will bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained up to a limit of RM500.00

Provided always that the maximum liability of the Takaful Operator in respect of any item shall not in any case exceed the Sum Covered against such item and that the maximum liability of the Takaful Operator shall not in any case exceed the Total Sum Covered.

### Exclusions

The Takaful Operator shall not be liable in respect of:

1. Any loss or damage sustained:
  - (a) outside the Territorial Limit stated in the Schedule
  - (b) whilst the Property is being used on a road as defined in the Road Traffic Act, 1987 for the time being in force in the Territory stated in the Territorial Limit

- (c) whilst in transit (including the process of loading and unloading)
  - (d) whilst the Property is operated by any person other than an authorised operator.
  - (e) whilst the Equipment is used otherwise than for the purpose for which it is designed or adapted.
  - (f) whilst the Property is operated by an authorised operator who is under the influence of intoxicating liquor or drugs.
2. Any consequential loss or legal liability whatsoever.
3. The amount of Excess as stated in the Schedule.
4. Loss or damage caused by:
- (a) any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakages, depreciation, atmospheric conditions or any other gradually operating cause.
  - (b) mechanical or electrical breakdown or wear and tear.
  - (c) abnormal testing or intentional overloading of equipment or any experiment involving the imposition of abnormal conditions.
  - (d) loss or damage caused by overloading or strain.
5. Loss or damage caused by the willful or dishonest act of the Participant's employees or with the connivance of the Participant or the dishonest act of any person to whom the Property is entrusted.
6. Loss of accessories and spare parts unless the Property is stolen at the same time.
7. Loss of or damage to:
- (a) tyres or wheels or tracks unless the Property is also damaged at the same time.
  - (b) the canopy unless caused by or resulting from the overturning of the Property.
8. Loss or damage caused by or arising out of or contributed to by or traceable to earthquake, volcanic eruption, subterranean fire, flood, typhoon, hurricane, landslip, subsidence or sinking of soil/earth, or other convulsion of nature.
9. 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 operation (whether war be declared or not) or civil war
  - (b) mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) any act of terrorism

For this purpose 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 purpose including the intention to influence any government and/or put the public or any section of the public in fear.

10. (a) 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 ionizing 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.
- (b) Any accident, loss, damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.

## Conditions

1. 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 specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this certificate shall be delivered in writing to the Takaful Operator. No change in this Certificate shall be valid unless approved by an authorised representative of the Takaful Operator and such approval be endorsed herein.
3. The Participant shall take all reasonable steps to safeguard the property covered from loss or damage and to maintain it in efficient condition and the Takaful Operator shall have at all times free and full access to examine the property or any part thereof or any operator or employee of the Participant. In the event of any accident which may give rise to a claim under this certificate the property shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the property be operated before the necessary repairs are effected any extension of the damage or any further damage shall be excluded from the scope of the indemnity granted by this Certificate.
4. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Certificate, the Participant shall give immediate notice to the: -
  - (a) Police and take all practical steps to trace and recover the lost or damaged property covered if the loss or damage arises from theft or any attempt thereat.
  - (b) Takaful Operator in writing or not later than fifteen (15) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Takaful Operator a statement in writing such details, particulars and proofs as may be reasonably required by the Takaful Operator.
5. The Participant shall not incur any expense in making good any loss or damage without the written consent of the Takaful Operator and shall not negotiate, pay settle, admit or repudiate any claim without the like consent.
6. The Takaful Operator shall be entitled 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 Participant to recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.
7. If any claim under this Certificate shall be in any respect fraudulent 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 hereunder shall be forfeited.

8. If at the time of any loss or damage happening to any property hereby covered, there be any other subsisting Takaful and/or Insurance, whether effected by the Participant or by any other person or persons, covering the same property, this Takaful Operator shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
9. If the property covered by this Takaful shall at all the time of any loss be of greater value than the Sum Covered hereby, then the Participant shall be considered as being his own takaful operator for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Certificate shall be separately subject to this Condition.
10. This Takaful may be terminated at any time at the request of the Participant, in which case the Takaful Operator will retain the pro-rata of rate for the time the certificate has been in force. This Takaful may also be terminated at the option of the Takaful Operator by sending fourteen (14) days' notice by registered letter or courier to the Participant at his last known address, in which case the Takaful Operator shall be liable to repay on demand a pro-rata proportion of the contribution for the unexpired term from the date of cancellation.
11. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) 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 (2) 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 of 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 at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
12. The due observance and fulfillment of the terms, conditions and endorsements of the 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 application and declaration shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.
13. 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 25% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the Intermediary
Total Wakalah Fee	: 45% 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.

14. **"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 has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorised 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.

## Clauses

**The following clauses, endorsements and warranties are applicable to this 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 certificate/endorsement/renewal 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 authorised agent of the Takaful Operator, the payment shall be deemed to be received by the Takaful Operator for the purpose of this warranty and the onus of proving that the contribution payable was received by a person, including the takaful agent, who was not authorised to receive such contribution shall lie on the Takaful Operator.

Subject otherwise to the term and conditions of this certificate.

### **2. Date Recognition Clause**

It is noted and agreed that this 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 recognise 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 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 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 recognise 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 above, is excluded regardless of any

other cause that contributed concurrently or in any other sequence to the same.

### 3. Property Damage Clarification Clause

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

Consequently the following are excluded from this Certificate:

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is 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.

### 4. Theft by Deception

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 was 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’.”

### 5. Criminal Breach of Trust

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

“Whoever, being in any manner entrusted with property or with any dominion over property dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or willfully suffers any other person so to do, commits “criminal breach of trust’.”

### 6. Market Value

In the event of a loss or damage to the property covered herein, the limit of indemnity shall be the covered value or the market value of the property covered, whichever is the lower, subject to the deduction of any excess and amounts which the Participant is required to bear under the Certificate.

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

In the event of a dispute, the market value of the property covered shall be determined by a valuation obtained by the Takaful Operator from the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor of the cost of replacement or reinstatement of the property covered damage or loss as it was at the time

of the occurrence of such loss or damage.

In the event that there is, at the time of damage or loss, no manufacturer, authorised sole agent or agent, authorised broker or authorised distributor for the property covered, the valuation obtained from a Loss Adjuster licensed under the Islamic Financial Services Act 2013 and to be mutually appointed by both parties.

The valuation of the property covered by the manufacturer, authorised sole agent or agent, authorised broker or authorised distributor or Loss Adjuster licensed under the Islamic Financial Services Act 2013 shall be conclusive evidence in respect of the market value of the property covered in any legal proceedings against the Takaful Operator.

#### **7. Excess Clause**

It is hereby declared and agreed that the Takaful Operator shall not be liable for the first amount as specified in the schedule in respect of each and every loss.

#### **8. Limitations as To Use**

It is hereby declared and agreed that the Property is used in connection with the Participant's business stated in the Schedule, but excluding use:

- (a) for racing pace-making reliability trial demonstration or speed-testing.
- (b) for the carriage of passengers.
- (c) whilst drawing a trailer or towing any vehicles forward.

#### **9. Part and Accessories**

It is hereby declared and agreed that in the event of loss or damage to the property covered or its accessories or spare parts necessitating the supply of a part not obtainable from stocks held in the country in which the property covered is held for repair or in the event of the Takaful Operator exercising the option to pay in cash the amount of the loss or damage the liability of the Takaful Operator in respect of such part shall be limited to:-

- a. (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his agents for the Country in which the property covered is held for repair or
  - (ii) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the property covered is held for repair and the amount of the relative import duty, and
- b. the reasonable cost of fitting such part.



## 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 Customer Services Bureau (CSB) provide 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  
(Formerly known as Financial Mediation Bureau)  
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 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 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

### 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