



## **BOILER AND PRESSURE VESSEL 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.

**THE PARTICIPANT** has paid the contribution stated in the Schedule as consideration for the indemnity hereinafter contained for the Period of Takaful stated in the Schedule;

**NOW** it is hereby agreed that the Takaful Operator will, during the period covered by this Certificate or any renewal thereof and subject to the exclusions, provisions, definitions and conditions contained herein or endorsed hereon, indemnify the Participant against

- 1) Damage (other than by fire) to any boiler or pressure vessel described in the Schedule hereto and to other property of the Participant,
- 2) Liability of the Participant at law for damage to property not belonging to the Participant,
- 3) Liability of the Participant at law on account of fatal or non-fatal injuries to any persons other than the Participant's own employees or workmen or members of the Participant's family,

caused by and solely due to explosion or collapse as hereinafter defined of any boiler or pressure vessel described in the Schedule whilst in the course of ordinary working;

**PROVIDED THAT** the liability of the Takaful Operator in respect of anyone boiler or pressure vessel in anyone year of Takaful cover does not exceed the sum covered set opposite thereto in the Schedule and, in respect of damage to other property of the Participant and third party liability, the limit of indemnity so specified in the Schedule;

**PROVIDED ALSO** that in case of any claim against the Participant for damages as aforesaid the Takaful Operator will in addition pay all costs and expenses recovered by any claimant against the Participant or incurred with the written consent of the Takaful Operator in resisting such claim.

### **Exclusions**

The Takaful Operator shall not be liable for

- 1) Defects due to the wearing away or the wasting of the materials of a boiler or a pressure vessel, whether by leakage, corrosion or by the action of the fuel or otherwise, the grooving or the fracturing of any of the parts of boiler or a pressure vessel, or for deterioration generally, or for the development of cracks, blisters, laminations and other flaws, or for

fractures, failure of joints, or for bulging and deformation due to overheating of tubes (unless such defects, fractures, failures or bulging result in explosion or collapse), or for the cracking of sections of cast-iron heating boilers or other vessels constructed of cast-iron.

- 2) The failure of individual tubes in boilers of the water tube, locomotive or other multi-tubular types, in superheaters or in economizers (unless such defects result in explosion or collapse).
- 3) Damage to property belonging to the Participant or held by him in trust or on commission for which he is responsible, caused by fire arising from explosion or collapse or any other cause whatsoever, or damage to the plant resulting from any extraneous cause.
- 4) Damage and/or liability caused by the willful act or willful neglect of the Participant.
- 5) Loss sustained by stoppage of work.
- 6) Loss or damage which either in origin or extent is directly or indirectly, proximately or remotely occasioned or contributed to by any of the following, namely:
  - a) typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature,
  - b) loss or damage directly or indirectly caused by or arising out of 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 persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by public authority, nuclear reaction, nuclear radiation or radioactive contamination,
  - c) any tests other than tests at a pressure not exceeding the maximum pressure permitted by the inspecting authority.

## Definitions

The following terms, when used in this Certificate, shall have the under mentioned meanings:

- 1) "Boiler" shall mean any fired closed container or a combined container piping system in which steam is generated under pressure. When use in the Schedule, the term "boiler" shall include fittings, built-in superheaters and economizers but shall not include steam or feed-water piping or separate economizers, the explosion of such items being covered by this Certificate only if specifically listed in the Schedule.
- 2) "Vessel" shall mean any unfired closed container under steam or air pressure.
- 3) "Explosion" shall mean the sudden and violent rending or tearing apart of the structure of a boiler or vessel, or any part or parts thereof by force of internal steam, air or fluid pressure, causing bodily displacement of said structure accompanied by the forcible ejection of its contents.

Flue Gas Explosion: "Explosion" shall also mean any damage to the structure of a boiler by force of the sudden and accidental combustion or explosion of ignited furnace or flue gases.

- 4) "Collapse" shall mean the sudden and dangerous distortion of any part of a boiler or vessel caused by the crushing stress of external steam or fluid pressure, whether attended by rupture or not ; it shall not mean any slowly developing deformation due to any cause.

## Boiler Warranties

It is hereby warranted that during the currency of the Takaful Certificate;

- 1) The Boiler and Pressure Plants described in the Schedule shall be inspected within the statutory periods by inspectors authorized by the appropriate the Malaysia Government authorities. For the Boiler and Pressure Plants described in the Schedule where there is no statutory requirement for Government inspection; the inspections are to be carried out by an independent competent person;
- 2) The Boilers and Pressure Plants described in the Schedule shall only be operated by attendants holding a valid certificate of competency issued under the Malaysia Government appropriate Act.
- 3) At the time of any explosion or collapse of any boiler or other apparatus covered hereunder the Participant shall be in possession of the unqualified permission in writing of the competent inspecting authority to operate the said boiler or apparatus. If the maximum pressure or load upon the safety valve immediately prior to the explosion or collapse was in excess of that stipulated by the said authority, the Participant shall not be entitled to any compensation or indemnity under this Certificate in respect of such explosion or collapse.

## 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 shall be a condition precedent to any liability of the Takaful Operator.
- 2) The Participant shall at his own expense take all reasonable precautions to prevent loss, damage or liability and to comply with statutory requirement and manufacturers recommendations.
- 3)
  - a) Representatives of the Takaful Operator shall at all reasonable times have the right to inspect and examine the plant and the Participant shall provide the representatives of the Takaful Operator with all details and information necessary for the assessment of the risk, e.g. the inspection reports issued by the inspectors authorized by the appropriate authorities.
  - b) The Participant shall immediately notify the Takaful Operator in writing of any material change in the risk and cause such additional precautions to be taken as circumstances may require. This shall also apply if fuel is to be used that for which the boiler was designed or which was used at the time the Takaful cover was effected. Non-compliance with this condition shall result in suspension of this Certificate in respect of the item or items where the change in risk has occurred.
- 4) 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 telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
  - (b) take all reasonable steps within his powers to minimize the extent of the loss or damage;
  - (c) preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Takaful Operator;
  - (d) furnish all such information and documentary evidence as the Takaful Operator may require.

The Takaful Operator may at their own option repair or replace what is damaged or pay in cash for the loss or damage.

The Takaful Operator shall not be liable for the cost of any repairs undertaken by the Participant without the Takaful Operator's written permission.

The Takaful Operator shall not be liable for loss or damage of which no notice has been received by the Takaful Operator within 14 days of its occurrence.

Upon notification of a claim being given to the Takaful Operator, the Participant may proceed with the repair of any minor damage provided that the carrying out of such repair is without prejudice to any question of liability of the Takaful Operator and that any damage part requiring replacement is kept for inspection by the Takaful Operator, but in all other cases a representative of the Takaful Operator shall have the opportunity of inspecting the damage before any alterations repairs or replacements are effected. If an inspection by a representative of the Takaful Operator does not take place within a period of 14 days from the date of the notification of the claim, the Participant shall be entitled to proceed with the repairs or replacement. Nothing contained herein shall prevent the Participant from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Takaful Operator under this Certificate in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Takaful Operator.

- 5) 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 entitle 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.
- 6) No admission, offer, promise, payment or indemnity shall be made or on behalf of the Participant without the written consent of the Takaful Operator who are entitled if they so desire to take over and conduct in the name of the Participant the defence or settlement of any claim for indemnity or damage or otherwise and who have full discretion in the conduct of any proceedings or in the settlement of any claim, and the Participant shall give all such information and assistance as the Takaful Operator may require.
- 7) This Certificate may be terminated at the request of the Participant at any time, in which case the Takaful Operator will retain the customary pro rata for the time this Certificate has been in force. This Certificate may equally be terminated at the option of the Takaful Operator (provided it is necessary, reasonable and justifiable) by seven days' notice to that effect being given to the Participant, in which case the Takaful Operator shall be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation less any reasonable inspection charges the Takaful Operator may have incurred.
- 8) 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 the latter enter 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.
- 9) 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 for herein, within three months after the arbitrators or umpire have made their award, all benefit under this Certificate shall be forfeited.
- 10) 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).

## Provisions

### **Memo 1 - Sum Covered**

It shall be a requirement of this Certificate that the sum covered for each boiler and pressure vessel is equal to the cost of replacement by a new item of the same kind and capacity, which means its cost of replacement including, e.g., freight, dues and custom duties, if any, and cost of erection. If the sum covered is less than the amount required to be covered, the Takaful Operator shall pay only in such proportion as the sum covered bears to the amount required to be covered. Every item if more than one shall be subject to this condition separately.

### **Memo 2 - Basis of Indemnity**

- (a) In cases where damage to an item can be repaired - the Takaful Operator shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop, customs duties and dues, if any, but, for the boiler and pressure vessels listed in the Schedule, only to the extent such expenses have been included in the sum covered. If the repairs are executed at a workshop owned by the Participant, the Takaful Operator shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- (b) In cases where a covered item is destroyed - the Takaful Operator shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, but, for the boiler and pressure vessels listed in the Schedule, only provided such expenses have been included in the sum covered, such actual value to be calculated by deducting proper depreciation from the replacement value of the item, The Takaful Operator shall also pay any normal charges for the dismantling of the items destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Certificate only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Certificate. The cost of any provisional repairs shall be borne by the Takaful Operator if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Takaful Operator shall 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.

### **Memo 3 - Inspections**

All the plant described in the Schedule shall be inspected within the statutory periods by inspectors authorized by the appropriate authorities.

### **Memo 4 - Boiler Attendant**

The said boilers shall only be operated by attendants holding a valid certificate of competency issued under the appropriate Boiler Act.

### **Memo 5 - Operational Status**

At the time of any explosion or collapse of any boiler or other apparatus covered hereunder the Participant shall be in possession of the unqualified permission in writing of the competent inspecting authority to operate the said boiler or apparatus. If the maximum pressure or load upon the safety valve immediately prior to the explosion or collapse was in excess of that stipulated by the said authority, the Participant shall not be entitled to any compensation or indemnity under this Certificate in respect of such explosion or collapse.

## 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 a 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**

- 6.1 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.
- 6.2 Where this clause is endorsed on certificates 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 or any endorsement thereto it is agreed that this takaful 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 Operator allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this takaful 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 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)