

Commercial All Risk Takaful Certificate

Whereas the Certificate Holder (Hereinafter called the "Participant") named in the attached Schedule (hereinafter called the "Schedule") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Takaful Berhad** (hereinafter called the Company) for the Takaful cover hereinafter contained.

In consideration of the payment by the Participant of the contribution as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions contained herein or endorsed hereon, the Company agrees that if during the Period of Takaful or any subsequent period for which the Participant shall have paid and the Company shall have agreed to accept the renewal contribution there occurs any Accidental Physical Loss or Damage to the Property Covered described and anywhere within the Situation stated in the Schedule.

Provided always that the liability of the Company shall not exceed in respect of each item the sum covered set opposite thereto or in all the Total Sum Covered.

Exclusions

The Company shall not be liable in respect of: -

1. The excess stated in the Schedule in respect of each and every event of loss or damage.
2. Loss or damage arising from ;
 - (a) its own ignition, explosion, mechanical breakdown or electrical breakdown, failure, breakage or derangement or burn out.
 - (b) wear and tear, depreciation, gradual deterioration, rust, corrosion, oxidation, mildews, moth, vermin or any inherent defect in the property covered, or in connection with any process of cleaning, dyeing, repairing, restoring or renovating, the action of light or atmospheric conditions (other than lightning. storm or tempest).
 - (c) the fraud or dishonesty of the Participant or of any employee of the Participant.
 - (d) the willful act or willful negligence of the Participant or any employee of the Participant.
3. The cost of ;
 - (a) adjustments or rectification of operational malfunctions
 - (b) replacement of spent loss or damaged expendable or replaceable parts including bulbs valves, tubes, fuses, batteries, belts, chains, tapes, ribbons, cards unless necessitated by loss or damage covered by this Certificate.
4. The scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble and/or other articles of a brittle nature, unless caused by Burglary, Housebreaking, Larceny, Theft and/or Fire;
5. Loss or damage to ;
 - (a) property whilst in transit as unaccompanied baggage shipped under a bill of lading parcel receipt waybill or similar document or
 - (b) securities deeds bond bills of exchange promissory notes, cheque, money, medals, coins, stamps, air tickets, books of account, computer system records
 - (c) manuscripts, plans, drawings or designs, patterns, models or moulds.
 - (d) trunks, bags, boxes and other receptacles
6. Unexplained shortages and mere disappearance. Any shortage discovered by an inventory is not covered unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereat.
7. Loss of use of any Property or consequential loss, or liability of any kind of description.
8. 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 organization(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.

9. (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 ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (b) Any accident loss damage or liability directly or indirectly caused by or contributed to by arising from nuclear weapons material.
10. Loss or damage directly or indirectly caused by or contributed to by or arising from, or in any way involving;
 - (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Conditions

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

1. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Company, No change in this Policy shall be valid unless approved by an Authorised Representative of the Company and such approval be endorsed herein.
2. Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Certificate the Participant shall upon becoming aware of such loss or damage 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) Company 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 Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.
3. The Participant shall take all reasonable precautions for the safety of the Property Covered
4. Notice shall be given as soon as possible to the Company of every change materially varying any of the facts or circumstances existing at the commencement of this takaful.
5. If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Participant or anyone acting on behalf of the Participant to obtain benefit under this Certificate all benefit hereunder shall be forfeited.
6. The Company may at its option reinstate repair or replace the Property Covered or any part thereof instead of paying the amount of the loss or damage.
7. This Takaful may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro-rata for the time the certificate has been in force. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days notice by registered letter or courier to the Participant at his last known address, in which case the Company shall be liable to repay on demand a pro-rata proportion of the contribution for the unexpired term from the date of cancellation.
8. Upon the happening of any loss or damage covered by this Certificate the sum covered in respect of the lost or damaged item of the Property covered shall immediately be reduced by the amount paid or payable In respect of such loss or damage.
9. Where any item of the Property Covered consists of articles in a pair or a set the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set not more than proportionate part of the sum covered of the pair or set.
10. If the property Covered shall at the time of any happening giving rise to a claim under this Certificate be collectively of greater value than the sum covered thereon then the Participant shall be considered as being his own Takaful operator for the difference and shall bear a ratable proportion of the loss accordingly. Each item of this Certificate Covered shall be separately subject to this condition.
11. If at the time of the happening of any loss covered by this Certificate there shall be any other takaful or insurance covering the same loss or any part thereof the Company shall not be liable for more than its ratable proportion thereof.

12. The Company may at any time at its own expense use all legal means in the name of the Participant for recovery of any of the property lost and the Participant shall give all reasonable assistance for the purpose. The Company shall be entitled to any Property for the loss of which a claim is paid hereunder and the Participant shall execute all such assignments and assurances of such Property as may be reasonably required but the Participant shall not be entitled to abandon any Property to the Company.
13. 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.
14. If the Company shall offer an amount in settlement or disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions contained in the Certificate or been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
15. The terms, exceptions and conditions of this Certificate, so far as applicable and with any necessary modifications shall apply to the Participant's legal personal representative.
16. Nothing contained herein shall give rights against the company to any persons other than the Participant his Executors or Administrators and the Company will not be bound by any passing of the interest of the Participant otherwise than by death.
17. If any mis-statement is made to the Company in answer to a questions put to the Participant by or on behalf of the Company either before at the time when or after the risk is undertaken by the Company the company shall be under no liability to make any payment under this Certificate and all Contribution paid shall be forfeited to the Company.
18. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant 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 proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
19. The surplus is determined at the end of each financial year after making deductions for wakalah fee (___%), payment of claims, Retakaful and provisions for reserves based on the guidelines laid down by the authorities. You are entitled to have a share of the 50% of the surplus reserved for distribution amongst participants after the expiry date of this Certificate provided You have not cancelled this Certificate or made a claim prior to the expiry date stated in the Schedule.

Clauses

The Following Clauses Are Applicable To This Certificate:-

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 Company 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 Company 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 Company, the payment shall be deemed to be received by the Company 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 authorised to receive such contribution shall lie on the Company.

Subject otherwise to the term and conditions of this certificate.

DATE RECOGNITION CLAUSE

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

- A. The Company 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 Company 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 Company 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 Company 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 damage 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.

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, 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 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.

THEFT BY DECEPTION

The Company 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”.

CRIMINAL BREACH OF TRUST

The Company 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 to do, commits “criminal breach of trust”.

MARKET VALUE CLAUSE

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 covered is required to bear under the Policy.

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 Company 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 Takaful Act, 1984 and to be mutually appointed by both parties.

EXCESS CLAUSE

It is hereby declared and agreed that the Company shall not be liable for the first AMOUNT AS SPECIFIED IN THE SCHEDULE in respect of each and every loss.

LIMITATIONS AS TO USE

It is hereby declared and agreed that the Covered 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 for reward

PART AND ACCESSORIES

It is hereby declared and agreed that in the event of loss or damage to the Covered Property or its accessories or parts necessitating the supply of a part not obtainable from stocks held in the country in which the Covered Property is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company 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 Covered Property 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

Important Notice

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

PROCEDURE FOR COMPLAINT TO FMB

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

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

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

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

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

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

The contact address is as follows:

FINANCIAL MEDIATION BUREAU (FMB)

Tingkat 25, No. 4 Jalan Sultan Sulaiman 50000 Kuala Lumpur.

Tel : 03 -2272 2811

Fax : 03 -2274 5752

Website : www.fmb.org.my

PROCEDURE FOR COMPLAINT TO CSB

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

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

The contact details are as follows:

The Manager

CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department Bank Negara Malaysia (BNM)

P. O. Box 10922 50929 Kuala Lumpur

Tel : 03 – 2698 8044 Extn. 8540

Fax : 03 – 2694 5986

Website : www.bnm.gov.my

Our Commitment To High Standard Of Customer Service

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

The address is:

Head, Feedback Centre, 19Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:

T+603 2297 3888

F+603 2297 3800

E info@etiga.com.my

www.etiga.com.my

Etiga Oneline **1300 13 8888**

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Ahli Kumpulan  **Maybank**