

Fidelity Guarantee Takaful Certificate

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Takaful Berhad** (hereinafter referred to as "the Company") for the Takaful cover in the terms 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 herein or endorsed hereon, the Company agrees to indemnify the Participant all such direct pecuniary loss not exceeding the Limit of Indemnity as stated in the Schedule that the Participant may sustain by reason of any Act of Fraud or Dishonesty committed by any Employee described in the Schedule who must be identified by name.

- (a) During the Period of Takaful stated in the Schedule
- (b) During the uninterrupted continuance of employment of such Employee
- (c) In connection with the occupation and duties of such Employee

Provided that

- 1. The acts covered against are discovered not later than six months after the resignation dismissal retirement or death of the Employee nor later than six months after the termination of this Certificate whichever be the earlier.
- 2. Immediately following the discovery of an act of fraud or dishonesty on the part of any such Employee the indemnity hereby granted shall be at an end in so far as any further act of fraud or dishonesty on the part of such Employee is concerned.
- 3. Any sum or sums paid or payable to the Participant in anyone period of takaful shall reduce the Limit of Indemnity so that the amount in respect of any or all such sum or sums shall not exceed the Limit of Indemnity stated in the Schedule.
- 4. The conditions annexed hereto or endorsed hereon shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Participant to recover hereunder.

Exclusions

The Company shall not be liable in respect of:

- 1. 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 purposes including the intention to influence any government and/or put the public or any section of the public in fear.
- 2. (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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 or arising from nuclear weapons material.

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. The Company shall not be liable: -
 - (a) If any suppression or misstatement of any fact affecting the risk of the Company be made at the time of effecting this Certificate or subsequently or
 - (b) If the precautions and checks for securing accuracy of accounts and limiting the amount of monies received by or entrusted to any of the Employees at anyone time shall not be observed and put in practice on the part of the Participant in accordance with the said proposal or
 - (c) If there be any change in the circumstances and conditions of the employments of any of the Employees without in every case the consent or sanction of the Company signified by endorsement hereon or
 - (d) In respect of any loss due to an act covered against committed subsequently to the date upon which knowledge of any previous acts covered against committed by the same Employee shall have come to the Participant or to any representative of the Participant to whom is entrusted the duty of superintendence over such Employee or
 - (e) If the Participant shall continue to entrust an Employee with money or any other property whatsoever after having discovered the commission at any time by the said Employee of any act covered against.
3. The Participant shall give notice in writing to the Company of any act covered against or of reasonable cause for suspicion thereof committed by an Employee immediately after that matter shall have come to the knowledge of the Participant or the Participant's representative as aforesaid stating the manner in which the act has been committed the nature and extent of the loss so far as then ascertained and the last known address of the Employee.
4. Every claim under this Certificate shall be lodged with the Company in writing immediately or not later than fifteen (15) days from the date of occurrence and within six (6) weeks after the date of such notice (failing which no claim shall be sustainable under this Certificate if notification received later than 3 months) accompanied by full particulars and proofs satisfactory to the Company of the loss (verified if the Company shall so require by statutory declaration), and when any such loss has been made good and satisfied by the Company, this Certificate so far as regards the defaulter shall wholly cease and determine as to any further obligations of the Company.
5. The Company shall be entitled at their own expense and for their own benefit in the name of the Participant or otherwise to prosecute all claims and exercise all rights of action competent to the Participant against any of the Employees in respect of any acts covered against in connection with which the Company may have made a payment under this Certificate and the Participant shall give to the Company all such information and assistance as may be reasonably required for maintaining any such information and assistance as may be reasonably required for maintaining any such claims or rights. The Company waive their rights to any recovery (excluding any counter security taken by the Company) made by the Participant or themselves up to the amount by which the loss sustained by the Participant exceeds the amount for which the Company are liable under this Certificate.
6. The Participant shall if required by the Company give information and furnish evidence to the Criminal Authorities of any act covered against committed or supposed to have been committed by any of the Employees in consequence of which a claim may be made under this Certificate and the Participant shall if so required by the Company forthwith prosecute the Employee for such acts subject to the payment by the Company in the event of a conviction of all expenses necessarily incurred by the Participant in such prosecution.
7. The Company shall only be liable to contribute pro rata with any other guarantee whether by Certificate or otherwise held by the Participant whether such guarantee be now held by the Participant or be here after taken or acquired and the Participant shall be bound to advise the Company of every such guarantee and of any limitation discharge or termination thereof.
8. This certificate may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro-rata rate for the time the Certificate has been in force. This certificate 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 rateable proportion of the contribution for the unexpired term from the date of cancellation.
9. 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.

10. The due observance and fulfillment of the Terms Conditions and Endorsements of this Certificate, in so far as they relate to anything to be done or complied with by the Participant, and the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
11. 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 on the period they have been on risk.

Where the contribution payable pursuant to this Warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes 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 Company.

Subject otherwise to the terms 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 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 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 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 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.

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.

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, 19 Floor, 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@etiqa.com.my

www.etiqa.com.my

Etiqa Online **1300 13 8888**

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Ahli Kumpulan  Maybank