

## Public Liability Takaful Certificate

**WHEREAS** the Certificate Holder (hereinafter called the "Participant") named and described in the Schedule hereto has by a Proposal and Declaration, which shall be the basis of this Contract, has applied to **Etiqa Takaful Berhad** (hereinafter referred to as the Company) for the takaful 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 against:

- A. All sums which the Participant shall become legally liable to pay as damages in respect of:
- (i) Accidental death or bodily injury to or illness of any person
  - (ii) Accidental loss of or damage to material property.
- B. All costs and expenses of litigation:
- (i) Recoverable by any claimant against the Participant,
  - (ii) Incurred with the written consent of the Company,

in respect of a claim against the Participant for damages occurring during the Period of Takaful, arising in connection with the Trade or Business and happening anywhere within the Territorial Limits to which the indemnity expressed in this Certificate applies.

Provided always and it is a condition of this Certificate that the liability of the Company for compensation under A and B in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity and for the Period of Takaful, the Aggregate Limit of Indemnity.

### Exclusions

Unless otherwise especially stated hereon the Indemnity expressed in this Certificate shall not apply to or include:-

1. Liability in respect of injury, illness, loss or damage which is deliberately caused or failure to do anything which will inevitably or with reasonable certainty give rise to such a deliberate act or omission of the Participant and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Liability assumed by the Participant by agreement unless such liability would have attached to the Participant in the absence of such agreement.
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Participant if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Participant or any sums payable by the Participant under legislation relating to occupational injury or illness.
4. Liability in respect of loss of or damage to property
  - (a) Belonging to or in the charge or under the control of the Participant or of any servant or agent of the Participant other than personal effects belonging to directors, employees or visitors.
  - (b) Being that part of any goods or land or building or structure on which the Participant or any servant or agent of the Participant is or has been working.
  - (c) Caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Participant or any servant or agent of the Participant.
5. Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support or defective design formula or specification.
6. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of the Participant of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Insurance / Takaful is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.

7. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - (a) any vessel or craft or aircraft not specified in the Schedule under the heading or plant owned or possessed or used by or on behalf of the Participant or the loading or unloading thereof
  - (b) lifts, cranes escalators or power hoisting machines unless specified in the Schedule under the heading 'Plant'.
  - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring
  - (d) any goods or any containers thereof sold or supplied or repaired renovated let on hire or handled by the Participant and no longer in the Participant's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Participant)
8. Liability directly or indirectly occasioned by or through or in consequence of fire, explosion or flood.
9. Liability directly or indirectly occasioned by or through or in consequence of:
  - (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 to put the public or any section of the public in fear.
10. (a) Liability directly or indirectly caused by or contributed to by or arising from ionizing 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 exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) Liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
11. Liability directly or indirectly occasioned by or through or in consequence of seepage, pollution or water pollution, contamination, defective sanitary arrangements, chemical effluent fumes or other noxious gas liquid or substance
12. Liability in respect of any breach of professional duty or service whether of omission or commission.
13. Liability in respect of any design or specification or formula.
14. Liability in respect of any actual or alleged liability whatsoever for any claim or 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.
15. Liability in respect of sub-contractors to the Participant or persons engaged in or upon the service of such sub-contractors.
16. Liability for any amount in respect of liquidated damages or under a penalty clause libel or slander or infringement of copyright or patent.
17. The amount stated in the Excess Clause.

## 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 the Company shall be in writing and sent to the Company from which this Certificate was issued and notice or knowledge of anything relating to this Certificate or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Certificate, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing.
2. In the event of any occurrence which may give rise to a claim for indemnity under this Certificate the Participant shall as soon as possible or not later than 15 days from the date of occurrence give notice thereof to the Company in writing and in any case within 6 weeks after the happening of such event deliver to the Company a

statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.

3. The Participant shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Participant the defense of any claim or to prosecute in the name of the Participant at its own expense and for its own benefit any claims for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Company may require.
4. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Participant the Limit of Indemnity in respect of any one accident or the balance of such Limit of Indemnity if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Participant may claim to have sustained by reason of the Company having acted as herein provided.
5. If the Contribution for this Certificate has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars related thereto and shall at all times allow the Company to inspect such record. The Participant shall within one month from the expiry of each Period of Takaful furnish to the Company such particulars and information as the Company may require. The Contribution for such period shall thereupon be adjusted and the difference paid by or allowed to the Participant as the case may be.
6. If at the time of any claim arising under this Certificate there shall be any other takaful /insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
7. If at any time or from to time any change shall occur materially varying any of the facts existing at the date of the proposal the Participant shall within seven days give notice to the Company and shall pay such additional Contribution as the Company may require. But until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any injury illness loss or damage due altogether or in part to any such alteration or change.
8. 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 rate 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 ratable proportion of the Contribution for the unexpired term from the date of cancellation.
9. The Participant shall exercise reasonable care that only competent employees' are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Participant shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Certificate until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Participant and thereupon all liability of the Company in respect thereof or arising there from shall be suspended until the same be cured or removed to the satisfaction of the Company.
10. 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 in 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.
11. The due observance and fulfillment of the terms conditions and endorsement 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 said proposal shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

12. 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 Takaful Certificate provided you have not cancelled this Takaful Certificate or made a claim prior to the expiry date stated in the Schedule

## Clauses

The Following Clauses Are Applicable To This Certificate:

### **JURISDICTION CLAUSE**

The indemnity provided herein shall not apply to:

- (1) Compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) Costs and expenses of litigation recovered by any claimant from the Participant which are not incurred in and recoverable in Malaysia.

### **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 authorized agent of the insurer, 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 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.

The following Clauses are applicable to this Policy if specified in the schedule:

**M002                    PROPERTY DAMAGE CLARIFICATION CLAUSE**

It is hereby declared and agreed that the property damage covered under this Certificate shall mean actual physical damage to the item(s) covered.

Physical damage to the item(s) covered shall not include loss or damage:-

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

Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of actual physical damage to the item(s) insured shall be covered.

- b.            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

**M004                    DATE RECOGNITION CLAUSE**

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 and 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 Company will not pay for the repair or modification of any part of any electronic data processing system or any part of 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 describe 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, injury (including bodily injury), expenses incurred 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.

Subject otherwise to the terms and conditions of the certificate.

**C001                    BREACH OF CONDITIONS CLAUSE**

The Conditions and Warranties of this Certificate shall apply individually to each of the risks covered and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risks.

**C002 CAR PARK CLAUSE**

This Certificate extends to cover the Participant's legal liability in respect of accidental loss of or accidental damage to any vehicle owned by or in the charge of guests or visitors whilst garaged or parked in or on the Participant's premises and to loss of or damage to any contents of or any accessories on such vehicles provided the vehicles are locked and properly secured.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C003 CONTRACTORS AND SUB-CONTRACTORS CLAUSE**

It is hereby declared and agreed that the indemnity herein granted is extended to cover the legal liability of contractors and sub - contractors performing work for the Participant whilst engaged in the business and occupation in respect of which the within Certificate is granted.

Provided always that:

- (a) the sub-contractors shall as though the participant observe fulfill and be subject to terms of this Certificate so far as they apply.
- (b) the sub-contractor is not entitled to indemnity under any other Certificate of Takaful/insurance.
- (c) at the end of each period of Takaful, the participant shall notify the company of any such sub-contractors employed during such period of Takaful of the cost thereof and shall pay such additional contribution as may be required.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C004 CROSS LIABILITY CLAUSE**

For the purpose of this Certificate each of the parties comprising the Participant shall be considered as a separate and distinct unit and the words "The Participant" shall be considered as applying to each party in the same manner as if a separate Certificate has been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

Provided always that the aggregate liability of the Company shall not be increased beyond the limits to which the takaful by this Certificate is subject.

**C005 CONTRACTUAL LIABILITY CLAUSE**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the Certificate is extended to include contractual liability. Exception 4 of this Certificate is deemed to be deleted.

**C006 HELIPAD CLAUSE**

It is hereby declared and agreed that this Certificate is extended to cover the Participant's legal liability in respect of accidental bodily injury and/or loss of or damage to property arising out of the use of the Participant's helipad for emergency or rescue operation connected with the occupation of the building:-

Provided always that:-

- (1) The fire fighting installations are inspected on a quarterly basis
- (2) The electrical and lighting systems of the helipad are inspected every quarter or at earlier intervals.
- (3) Helicopter owner liability is not waived.
- (4) The weight of the helicopters using the helipad does not exceed the maximum weight that the helipad is designed to carry.

**C007 INDEMNITY TO DIRECTORS AND EXECUTIVES CLAUSE**

The Company hereby agrees to waive all legal rights of subrogation or action which the Company may have or acquire against any Directors or Executives of the Participant arising out of any accident in respect of which any claim is made hereunder.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C009 LEASED AND/OR HIRED EQUIPMENT CLAUSE**

It is understood and agreed that the Schedule of Plant is deemed to include "all plant, equipment or tools of trade hired/ leased/ used by the Participant or for which they are responsible".

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C010A LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is agreed that this takaful will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Certificate.

**C011 MECHANICALLY PROPELLED VEHICLE CLAUSE**

It is hereby declared and agreed that this Certificate shall extend to include liability for death or bodily injury or damage to property as within defined caused by or arising out of or in connection with the ownership possession or use by or on behalf of the Participant of any mechanically vehicle which are not subject to the requirements of the Road Transport Act 1987.

**C012 MOTOR VEHICLE CONTINGENT LIABILITY CLAUSE**

It is understood and agreed that the Company shall indemnify the Participant in accordance with the terms of this Certificate in respect of injury, loss or damage arising out of the use of any motor vehicle(s) which are not owned, hired or leased or not the property of the Participant.

Provided always the Participant shall not be liable for:-

- (a) damage to any vehicle(s) or,
- (b) injury, damage or loss whilst such vehicle(s) is being driven by the Participant or Participant's employees or,
- (c) if there is any other Takaful/Insurance or specific Certificate covering such vehicle(s) or
- (d) if such vehicle(s) are licensed for general road use.

**C013 NON-INVALIDATION CLAUSE**

It is hereby agreed that this takaful shall not be invalidated by:-

- (a) any change of occupancy or increase of risk taking place in the property covered without the Participant's knowledge provided that they shall immediately on the same coming to their knowledge advise the Company and pay any additional contribution that may be required from the date of such increase of risk.
- (b) Workmen on the premises for the purpose of affecting repairs, minor alterations or general maintenance purpose and the like.

**C014 CO-TAKAFUL AND LEADER CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

**C015 NON-OWNED VEHICLE LIABILITY CLAUSE**

It is hereby declared and agreed that this Certificate extends to cover the Participant's contingent liability as specified within arising:-

- (1) out of the use of vehicles not owned by the Participant but used in connection with the Participant's business or trade.

- (2) out of the use of any vehicle hired or leased by any of the Participant's employees (as approved and/or permitted by the Participant in writing) but used solely in connection with the Participant's business or trade.

Provided always that this extension shall exclude all liabilities covered under other more specified certificate in force at the time that the Company's maximum liability in respect of all claims and/or series of claims arising out of any one occurrence shall not in any event exceed the sum of RM5,000.00.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C016 PANTRY CLAUSE**

Notwithstanding anything stated herein to the contrary, it is hereby declared and agreed that this Certificate is extended to cover the legal liability of the Participant for any damage or loss arising from or out of the use of pantry facilities including piping and water supplies provided by the property owner for which the Participant is responsible or under their custody care and control holding in trust or on commission of such responsibilities on behalf of the owner whilst residing as a tenant in the within stated premises.

Subject otherwise to the terms, exceptions and conditions of this Certificate.

**C017 PARK, GARDENS AND CHILDREN'S PLAYGROUND CLAUSE**

It is hereby declared and agreed that the indemnity granted by this Certificate extends to include the legal liability of the Participant in respect of bodily injury and/or damage to property arising out of the use by the Public of the municipal parks, gardens and children's playgrounds and similar facilities and activities including use of horse drawn vehicles.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C018 POLLUTION OR CONTAMINATION CLAUSE**

Notwithstanding anything contained to the contrary in Exception (7)(d) this Certificate subject to its limits and conditions indemnifies the Participant against legal liability for accidental injury or accidental loss of or damage to property caused by defective sanitary arrangements water pollution chemical effluent fumes or other noxious gas liquid or substance provided that such pollution or contamination is caused by a sudden unexpected and unintended happening during the period of Takaful.

It is further declared and agreed that the Certificate does not cover any liability for:-

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
- (b) the cost of removing nullifying or cleaning up pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing, this agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original Takaful

For the purpose of this clause, "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

It is also further declared and agreed that the liability of the Company under this extension in respect of all or any occurrences shall not exceed RM100,000.00 in any one period of takaful.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C019 PRIVATE WORK FOR DIRECTORS AND EXECUTIVE CLAUSE**

This Certificate is extended to indemnify the Participant and any director or executive of the Participant in respect of the employment or the private duties of any employees of the Participant by such directors or executives.

Provided that:-

- (a) Such directors and/or executives is not entitled to indemnity under any other certificate or certificates.
- (b) The extension by this endorsement shall not apply to or include liability in respect of injury to any person or persons under a contract of service or apprenticeship with the directors and/or executives where the injury arises out of and in the course of such persons' employment or service with the director and/or executive.
- (c) Such director and/or executive shall as though he were the Participant observed, fulfill and be subject to the terms, exceptions, limits and conditions of this Certificate so far as they can apply.
- (d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the schedule under the heading of limits of indemnity beyond the amount or amounts for which the Company would be liable if the certificate were not so extended.

**C020 RIOT AND CIVIL COMMOTION CLAUSE**

It is hereby declared and agreed that the words "riot or civil commotion" mentioned under exception 1 of the Certificate is deemed to be deleted.

**C021 SIGN BOARD/NEON SIGN CLAUSE**

It is hereby declared and agreed that the Certificate shall indemnify the Participant in respect of any accident arising from the existence of Sign Board/Neon Sign at the Participant's premises.

Provided that this Certificate does not cover any claims arising as a direct result of erection, alteration, dismantling or similar work whilst being carried out on the Sign Board/Neon Sign.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C022 SMOKE AND FUME DAMAGE CLAUSE**

It is hereby declared and agreed that the cover granted by this Certificate is deemed to include the risks of smoke and fume damage, subject to the following provision:-

The term 'SMOKE' as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such limit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premises but not smoke from fireplace or industrial apparatus.

**C023 SPECIAL EVENTS CLAUSE**

This Certificate extends to include legal liability in respect of accidental bodily injury and/or damage to property arising out of sports, parties, tours, excursions and the like conducted by or on behalf of the Participant.

Subject to the terms exceptions and conditions of the Certificate.

**C024 SPORTS AND SOCIAL CLUBS CLAUSE**

This Certificate extends to cover legal liability of the Participant arising out of provision by the Participant of facilities for social functions and non-professional sporting games and activities.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C025 USE OF FIREARMS**

It is hereby declared and agreed that the Certificate is extended to cover the use of firearms by authorised employees (in so far as no liability exists on the part of the police and/or Government Authorities).

**C026 WAIVER OF SUBROGATION RIGHTS CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of a claim, the Company will not exercise their subrogation rights against any of the Participant parties. Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C027 GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE (LMCI)**

This Certificate does not cover any liability for:

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants.
- (b) the cost of removing nullifying or cleaning up pollutants
- (c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this Certificate shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original Takaful cover.

For the purpose of this clause "pollutants" means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**C028A EMPLOYEES' EFFECTS EXTENSION CLAUSE**

It is hereby declared and agreed that this Certificate is extended to cover legal liability of the Participant in respect of loss of or damage to the Personal Effects of the Participant's Employees occurring at the place or places at which this Certificate applies, the amount of indemnity under this extension being limited to amount specified in the Certificate in respect of any one event.

**C029A LONG TERM AGREEMENT CLAUSE (3 YEARS)**

A discount of five (5) per cent off the net contribution for this Certificate is allowed in consideration of the Participant having undertaken to continue the takaful coverage for a period of three (3) years from the date stated in the Schedule and to pay the contribution annually in advance, it being understood that the sum covered may be proportionately reduced to correspond with any reduction in value and that the contribution may be revised on a reasonable and proper scale following advice of any alteration in physical hazard.

Condition 6 of this Certificate is replaced by the following:

This Takaful may at any time be terminated at the option of the Company on notice to the effect being given to the Participant in which case the Company shall be liable to repay on demand a rateable proportion of the contribution or the unexpired period of the Takaful year concerned.

**C029B LONG TERM AGREEMENT CLAUSE (5 YEARS)**

A discount of 7.5 per cent off the net contribution for this Certificate is allowed in consideration of the Participant having undertaken to continue the takaful coverage for a period of five (5) years from the date stated in the Schedule and to pay the contribution annually in advance, it being understood that the sum covered may be proportionately reduced to correspond with any reduction in value and that the contribution may be revised on a reasonable and proper scale following advice of any alteration in physical hazard.

Condition 6 of this Certificate is replaced by the following:

This takaful may at any time be terminated at the option of the Company on notice to the effect being given to the Participant in which case the Company shall be liable to repay on demand a rateable proportion of the contribution for the unexpired period of the takaful year concerned.

**C030 WORK AWAY RISKS ENDORSEMENT**

It is hereby declared and agreed that this Certificate is extended to indemnify the Participant in respect of all sums which the Participant shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Participant's employees whilst engaged in the Participant's business anywhere in Malaysia.

Provided always that the liability of the Company under this extension shall not exceed the limits of liability granted under this Certificate.

Subject otherwise to the terms exceptions and conditions of the Certificate.

- C031 ALTERATION AND REPAIR CLAUSE**
- It is hereby declared and agreed that renovation, alteration and prejudice to Certificate terms and conditions.
- Subject otherwise to the terms, exceptions and conditions of the Certificate.
- C032 DEFECTIVE SANITARY ARRANGEMENT ENDORSEMENT**
- The Company will indemnify the Participant against all sums for which the Participant shall become legally liable consequent upon death bodily injury illness loss or damage as within defined caused through defective drains, sewers or sanitary arrangements, provided it is caused by a sudden unexpected and unintended happening during the period of takaful the liability of the Company under this Certificate for all damages in respect of death bodily injury or illness sustained in any one Period of Takaful and caused by or resulting from defective sanitary arrangements shall not exceed the amount of Limit of Liability stated in the schedule of the Certificate.
- Subject otherwise to the terms, exceptions and conditions of the Certificate.
- C033 EMPLOYEES AND SOCIAL CLUB ENDORSEMENT**
- It is agreed and declared that the certificate shall extend to indemnify the social and/or sporting club(s) together with their office bearers and/or members formed under the auspices, patronage or sponsorship of the Participant for claims in respect of bodily injury or damage to the property arising out of any activities organized and/or controlled by the said Club(s).  
Provided that:
- (a) It shall be a condition precedent to the liability of the Company herein that the Club(s), office bearers and/or members hereby indemnified shall comply with and be subject to the terms, conditions and limitations of the Certificate as though such Club(s), office bearers and/or members were the Participant.
  - (b) The limit of indemnity shall apply inclusive of this endorsement.
- Subject otherwise to the terms, exceptions and conditions of this Certificate.
- C034 FACTORY VISITS ENDORSEMENT**
- It is hereby declared and agreed that the Company will indemnify the Participant against all sums for which the Participant shall become legally liable consequent upon death bodily injury illness loss or damage as within defined arising out of visits to the Participant's factory.
- C035 FIRE AND EXPLOSION (PROPERTY DAMAGE) ENDORSEMENT**
- Notwithstanding anything contained to the contrary in Exception (6)(e) the indemnity as granted by this Certificate shall apply also to accidental loss of or damage to property as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure) provided that the Participant shall have taken reasonable precaution to comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.
- C036 FIRST AID FACILITIES ENDORSEMENT**
- This Certificate extends to cover legal liability of the Participant arising out of provision by the Participant of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organisation.
- Subject otherwise to the terms, exceptions and conditions of the Certificate.
- C037 FLOOD ENDORSEMENT**
- It is hereby declared and agreed that notwithstanding anything herein contained to the contrary this Certificate extends to cover loss of or damage directly caused by flood (excluding overflows of water tanks) arising from the negligence of the Participant's employees. Provided always that the liability of the Company under this extension is limited in any one period of takaful to the amount of the limit of liability granted under this Certificate.
- Subject otherwise to the terms exceptions and conditions of the Certificate.

**C038 FOOD AND DRINK ENDORSEMENT**

It is hereby declared and agreed that the indemnity granted by this Certificate applies to the Participant's legal liabilities for bodily injury (including illness) and loss of or damage to property (both as defined in the Certificate) caused by or attributable to food and drinks sold or supplied or provided by the Participant.

It is further declared that:-

- (a) the indemnity granted by this endorsement shall not apply to any claim for injury or disease fatal or otherwise sustained or contracted by any animal.
- (b) the liability of the Company under this endorsement is limited in any one period of Takaful to the amount of the Limit of Liability stated in the schedule of the Certificate.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C039A GUESTS' EFFECTS EXTENSION CLAUSE**

It is hereby declared and agreed that this Certificate extends to cover legal liability of the Participant in respect of loss of or damage to the Personal Effects (excluding jewellery) of the Participant's Guests occurring at the place or places at which this certificate applies and the amount of indemnity to amount specified in the Certificate in respect of any one event.

**C040 AUTOMATIC INCLUSION OF NEW BRANCH / PREMISES CLAUSE**

It is understood and agreed that any additional cover which may be required during the currency of this Takaful for any new branch or premises of the Participant within Malaysia is held covered subject to the limit of liability stated in the Certificate provided that:-

- (1) The Participant shall advise the Company within thirty (30) days of the opening of the new branch or premises and shall pay an appropriate additional Contribution by the Company.
- (2) Such additional branch or premises shall be incorporated in the Certificate by Endorsement signed on behalf of the Company.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C041 PARTICIPANT'S PROPERTY NOT ON OWN PROPERTY ENDORSEMENT**

It is hereby declared and agreed that the certificate is extended to indemnify the Participant against all sums which the Participant shall become legally liable to pay as damages consequent upon accidental loss of or damage caused by property owned by the Participant which at the time of the occurrence is elsewhere than the participant's own premises.

Provided that the Company is not liable for costs of replacing or repairing such property of the Participant which is lost or damaged.

**C042 LIFT ENDORSEMENT**

It is hereby declared and agreed that this Participant extended to cover liability arising from use of Lifts.

**C043 LOADING AND UNLOADING ENDORSEMENT**

It is hereby declared and agreed that this Certificate is extended to indemnify the Participant against legal liability in respect of bodily injury and/or damage to property.

- (1) Arising out of and in course of loading or unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.
- (2) Caused by any article or part of the load falling from a vehicle whilst in transit.

The above extension shall operate only when the Participant is not entitled to indemnity under any other certificate.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C044 OWNER'S LIABILITY ENDORSEMENT**

It is hereby declared and agreed that the indemnity granted by this certificate is extended to cover liability arising from the ownership of the property of the Participant in connection with the Participant's occupation.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C045 PAYMENT ON ACCOUNT ENDORSEMENT**

It is hereby understood and agreed that in the event of the occurrence of a loss under this takaful the company will make payment on account in respect of such loss to the Participant if desired.

**C046 PEDAL CYCLE ENDORSEMENT**

It is hereby declared and agreed that the Company will indemnify the Participant against legal liability for accidental bodily or accidental loss of or damage to property as within defined caused through the use of any pedal cycle (not being a power assisted pedal cycle) belonging to the Participant in the pursuance of his employment.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C047 PLANT AND MACHINERY ENDORSEMENT**

It is hereby declared and agreed that this Certificate shall extend to include liability for death or bodily injury or damage to property as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the Participant of any plant and machinery excluding liability under any legislation governing the use of motor vehicles.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C048 SPRINKLER LEAKAGE ENDORSEMENT**

It is hereby declared and agreed that the Certificate is extended to include the Participant's legal liability in respect of loss of or damage by any discharge or leakage of water from the installation of automatic sprinkler during the currency of this certificate whilst contained in the participant's premises.

**C049 TEMPORARY VISITS OVERSEAS ENDORSEMENT**

It is hereby declared and agreed that this Certificate extends to cover legal liability of the Participant as within defined in respect of business trips not involving manual work worldwide (excluding USA/ Canada) by Directors or Senior Employees and/or Employees of the Participant, but excluding liability attributable to intoxication, consumption of drugs unless on medical advise and liability in respect of injury or damage caused by or arising from the use of or driving motor vehicle.

Subject otherwise to the terms exception and conditions of the Certificate.

**C050 TENANT'S LIABILITY ENDORSEMENT**

It is hereby understood and agreed that the indemnity granted by this Certificate shall extend to cover the Participant's legal liability to their tenants in respect of accidental bodily injury or loss of or damage to their tenant's property kept within the Participant's Premises due to any negligence, omission or default of the Participant or their employees.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C051 VEHICLE NOT LICENCED FOR PUBLIC ROAD USE ENDORSEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the indemnity expressed in this Certificate shall extend to include liability in respect of injury or damage caused by or in connection with or arising from machinery and plant not licensed for public road use.

**C052 WORLDWIDE EXTENSION ENDORSEMENT (EXCLUDING USA & CANADA)**

It is hereby declared and agreed that this Certificate extends to indemnify the Participant in respect of all sums which the Participant shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Participant employees whilst engaged in the Participant's business anywhere in the world (excluding USA & Canada)

Provided always that the liability of the Company shall not exceed the limit of liability granted under this Certificate.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C053**

**MAINTENANCE OF TREE CLAUSE**

This certificate is extended to cover Participant's legal liability arising out of fallen trees/branches and plants for which the Participant is responsible for its maintenance and up keeping. Provided always that an appropriate regular maintenance schedule are kept and adhere to by Participant.

**W001**

**BLASTING WARRANTY**

Warranted that the blasting operation is in accordance with the Government Regulation.

**MEMO 1**

**LEGAL LIABILITY TO STAFF, STUDENT, FELLOW MEMBERS**

It is hereby understood and agreed that the indemnity granted by this Certificate is deemed to include legal liability of staff, students, fellow members and to third parties for bodily injury (including illness) and loss of or damage to property happening in connection with the business and occurring with the territorial limit during the period of takaful.

**MEMO 2**

**EXCESS IN RESPECT OF DAMAGE TO OVERHEAD / UNDERGROUND CABLE**

It is hereby declared and agreed that the Company shall not be liable for the first RM 2,500.00 in respect of damages to overhead and underground cables.

**MEMO 3**

**LEGAL LIABILITY OUT OF THE USE OF PARTICIPANT PROPERTY**

It is hereby declared and agreed that the takaful provided by this Certificate is extended to include legal liability arising out of the use of private dwellings and/or resorts owned/leased/rented by the Participant.

## 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](http://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](http://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<sup>th</sup> 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](mailto:info@etiqa.com.my)

[www.etiqa.com.my](http://www.etiqa.com.my)

Etiqa Online **1300 13 8888**

Etiqa Takaful Berhad (266243 D)

Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur

T +603 2297 3888 F +603 2297 3800 E [info@etiqa.com.my](mailto:info@etiqa.com.my) [www.etiqa.com.my](http://www.etiqa.com.my)

Etiqa Online 1300 13 8888

Ahli Kumpulan  Maybank