

PRODUCT DISCLOSURE SHEET	Etiqa General Takaful Berhad ("We/Us/Our")
Read this Product Disclosure Sheet before you decide to participate in the <b>Industrial All Risks Takaful (Tariff)</b> . Be sure to also read the general terms and conditions.	<b>Industrial All Risks Takaful (Tariff)</b> Date : <u>29/08/2024</u>

### 1. What is this product about?

This product provides financial protection to the participant against property damage and business interruption suffered as a result of unforeseen and sudden circumstances.

### 2. What are the Shariah concepts applicable?

#### **Wakalah**

This product applies the Wakalah (agency) concept, whereby the Participants appoint Us to act on their behalf to invest and manage the General Takaful Fund (Fund). The Participants also agree to authorise Us to delegate Our rights, duties and obligations to any third party as We deem fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation We will remain liable and responsible for all such rights, duties and obligations towards the Participants. As an agent, We are entitled to receive a Wakalah Fee as a service charge whereby We shall have the full discretion to waive part of the Wakalah fee.

#### **Tabarru'**

This plan also applies the Tabarru' (donation) concept, whereby the Participants agree to donate or contribute their contributions to the General Takaful Fund (Fund) for the purpose of mutual aid and assistance to the Participants based on the pre-agreed events, in case of need. At the end of each financial year, any distributable surplus in the Fund, less repayment of historic deficits and makes allowance for a contingency provision, and is subject to the surplus policy approved by Our Shariah Committee, is shared 50% among the Participants whose certificates have not terminated and who have not made any claims within the financial year, and 50% to Us for operating and managing the Fund, based on the contract of Ju'alah. Ju'alah is a reward contract that specifies the share of the distribution of surplus on this basis. If the surplus is less than RM10.00, it will be credited into charitable fund which will be utilized as 'amal jariah' on behalf of the Participants. The charitable fund will be distributed to eligible recipients as approved by Our Shariah Committee for charitable purposes.

### 3. What are the covers/benefits provided?

The certificate covers:

#### **Section I - Material Damage**

The takaful covers the sudden, unforeseen and accidental physical loss, destroy or damage to the property covered due to any cause other than those excluded in the certificate.

#### **Section II – Business Interruption**

The takaful covers the financial loss arising from business interruption or interference in consequence of loss, destruction or damage cover under Section I – Material Damage.

The duration of cover is one year. You need to renew your takaful certificate annually.

**Note:** Please refer to the takaful certificate for more information.

The benefits payable under eligible product are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact us or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

### 4. How much contribution do I have to pay?

The takaful contribution that you have to pay annually is calculated based on your sum covered, selected additional perils (if any) and our underwriting requirements. Please discuss with your agent or contact us directly for more information.

All contributions (if applicable) will be subjected to relevant charges or taxes, as deemed necessary by the Malaysia tax authorities. It is important to keep any receipt that you receive as proof of payment of contributions.

## 5. What are the fees and charges that I have to pay?

Type	Amount
Wakalah Fee	<ul style="list-style-type: none"> <li>Commission : Up to 15% of Contribution</li> <li>Management Expenses : Total Wakalah Fee less Commission paid to the Intermediary</li> <li>Total Wakalah Fee : 40% of Contribution</li> </ul>
Service Tax	8% of Contribution
Stamp Duty	RM10.00

## 6. What are some of the key terms and conditions that I should be aware of?

### Importance of disclosure

#### Non-Consumer Takaful Contract

- Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying this Takaful wholly for purpose unrelated to your trade, business or profession, you have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application Form (or when you apply for this takaful). You must answer the questions fully and accurately.
- Failure to take reasonable care in answering the questions may result in avoidance of your contract of Takaful, refusal or reduction of your claim(s), change of terms or termination of your contract of Takaful.
- The above duty of disclosure shall continue until the time your contract of Takaful is entered into, varied or renewed with us.
- In addition, in answering the questions in the Application Form (or when you apply for this Takaful), you are required to disclose any other matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied.
- You also have a duty to tell us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with us any of the information given in the Application Form (or when you applied for this Takaful) is inaccurate or has changed.

**Market Value** - You must make sure that your property is adequately covered at all times, taking into account the renovations and enhancements made to your property. The sum covered should adequately cover the cost of rebuilding your property in the event of loss or damage.

**Average** - If your property covered shall, at the time of loss, be of greater value than the sum covered, then you shall be considered as self-covering the difference, and shall bear a rateable proportion of the loss accordingly.

**Contribution warranty** - The contribution due must be paid and received by us within sixty (60) days from the inception date of the cover. Failing which, the certificate is automatically cancelled and we shall be entitled to the pro rata contribution for the period we have been on risk.

**Excess** - the first amount of loss you have to bear in the event of claim

**Note:** This list is non-exhaustive. Please refer to the takaful certificate for the full list of terms and conditions.

## 7. What are the major exclusions under this certificate?

This certificate does not cover certain losses, such as:

- faulty or defective design materials or workmanship latent defect gradual deterioration deformation or distortion or wear and tear;
- collapse or cracking of buildings;
- disappearance unexplained or inventory storage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error;
- cessation of work;
- destruction of the property by order of a public authority
- war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
- any acts of terrorism;
- nuclear weapons material;

- i. ionising radiations or contamination by radioactivity;
- j. date recognition;

**Note:** This list is non-exhaustive. Please refer to the takaful certificate for the full list of exclusions.

**8. Can I cancel my certificate?**

You may cancel your certificate at any time by giving written notice to us. Upon cancellation, you are entitled to a refund of the contribution based on the unexpired period of takaful subject to the terms and conditions of the certificate and minimum contribution to be retained by us.

**9. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

**10. Where can I get further information?**

Should you require further information or if you have any enquiries on the product, please contact Us at:

**Etiqua General Takaful Berhad (201701025031)**

(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

Level 13, Tower B, Dataran Maybank

No. 1, Jalan Maarof

59000 Kuala Lumpur, Malaysia

Telephone Number: +603 2297 3888

Facsimile Number: +603 2297 3800

Etiqua Online: 1300 13 8888

E-mail: info@etiqua.com.my

Homepage: www.etiqua.com.my

**11. Other types of Industrial All Risk (Tariff) cover available**

Please ask the Takaful Operator/intermediary for other similar types of plans offered by the Takaful Operator.

**IMPORTANT NOTE:**

**YOU MUST ENSURE THAT YOUR PROPERTY IS COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

The information provided in this disclosure sheet is valid as at 29/08/2024.