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| <b>STAMP DUTY<br/>PAID</b> |
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## ARCHITECT ENGINEERS SURVEYOYR PROFESSIONAL INDEMNITY TAKAFUL CERTIFICATE

**WHEREAS** the Participant named and described in the Certificate Schedule herein has made to **ETIQA GENERAL TAKAFUL BERHAD** (hereinafter referred to as the Company) a written proposal, bearing the date stated in the said Schedule and containing particulars and statements which it is hereby agreed are the basis of this Contract and are to be incorporated herein, and have paid the contribution stated in the said Schedule as consideration.

**THE COMPANY HEREBY AGREES** to the extent and in the manner hereinafter provided:-

1. To indemnify the Participant up to but not exceeding in the aggregate for all claims under this Certificate the sum stated in the Schedule, against any claim or claims which may be made against them or any of them during the period specified in the Schedule for breach of professional duty as stated in the Schedule, by reason of any negligent act, error or omission, whenever or wherever committed or alleged to have been committed, of:
  - i. the Participant, or
  - ii. the predecessors in business of the said Participant, or
  - iii. any person at any time employed by the Participant or such predecessors in business,

2. in the conduct, by or on behalf of the said Participant or such predecessors, of any business conducted in their professional capacity as stated in the Schedule and

To pay the costs and expenses incurred with the written consent of the Company in the defence or settlement of any such claim, provided that, if a payment in excess of the amount of indemnity available under this Certificate has to be made to dispose of a claim, the Company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Certificate in respect of that claim bears to the amount paid to dispose of that claim.

3. This Certificate applies only to any act of negligence, error, mistake or omission which occurs anywhere in the Territory stated in the Schedule and claims litigation, if any, will be subject to the laws of the said Territory.
4. The Indemnity provided by this Certificate shall not apply in respect of judgements which are not in the first instance delivered or obtained from a Court of competent jurisdiction within the Territory stated in the Schedule.
5. The Participant shall bear at his own expense and uncovered the amount state in the Schedule as Deductible in respect of each and every claim hereunder. In the context of this clause, the term "Claim" shall exclude claim defence fees and expenses.

Where a Retroactive date is specified in the Schedule, this takaful does not apply to claims made against the Participant by reason of any negligent act, error or omission committed or alleged to have been committed prior to the said Retroactive date.

### Exclusions

1. This Certificate shall not indemnify the Participant against any claim.
  - a) for libel and slander,
  - b) brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the Participant or the predecessors in business of the said Participant, or of any person at any time employed by the Participant or such predecessors in business,
  - c) arising from the loss of documents,
  - d) arising from an error or omission in the estimate of quantity surveys or to liability arising out of the making of boundary surveys, surveys of the sub-surface condition of ground testing, unless specifically endorsed

- hereon,
- e) arising from the Participant not having effected and/or maintained adequate takaful or any required bonds or having provided finance or advice on financial matters,
  - f) arising from the giving by the Participant of any express warranty or guaranty which increases the Participant's liability beyond that which would have attached to the Participant in the absence of such express warranty or guaranty,
  - g) for loss of use and/or delay,
  - h) brought about by the ownership, maintenance, operation, use, loading or unloading of any vehicle, watercraft or aircraft,
  - i) arising out of the ownership, maintenance or use of any property, the performance of work or the conduct of any business activities, owned in whole or part, operated or controlled by the Participant, other than in connection with the professional services covered hereunder,
  - j) for any obligation for which the Participant or any carrier as his takaful operator / insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law,
  - k) for bodily injury to or sickness, disease or death of any employee of the Participant arising out of and in the course of his employment by the Participant,
  - l) arising from the unauthorised use of inflammable or explosive substances,
  - m) arising from the non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies,
  - n) arising from inadequate or excessive cost projection and the handling of material supplies,
  - o) brought about by injury to or destruction of property owned by, rented or leased to or in the custody of the Participant,
  - p) for any liability to the Company under this Certificate for any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,
  - q) directly or indirectly caused by or contributed to by or arising from: (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, (ii) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - r) arising out of operations in connection with fairs or exhibitions, tunnels, bridges or dams, but this Exclusion does not apply;
    - (i) to permanent structures erected or to be erected in connection with fairs or exhibitions,
    - (ii) to tunnels not over 45.7m/150 feet in length designed for use, exclusively for pedestrian traffic or for the housing of electrical installations, heating and water pipes,
    - (iii) to bridges not over 45.7m/150 feet in length,
    - (iv) to the extent that this Exclusion is stated in the Schedule to be inapplicable,
  - s) arising from any contract where the Participant acts as a construction contractor whether or not in conjunction with his/their profession as stated in the Schedule,
  - t) arising as a consequence of any circumstance notified under any takaful which was in force prior to the inception of this Certificate which might reasonably be expected to produce a claim,
  - u) arising from survey and/or valuation reports unless such surveys and/or valuations shall have been made :-
    - (i) by anyone who has not less than five (5) years experience of such work with the firm or who is a fellow or professional associate of the Royal Institution of Chartered Surveyors or a fellow or member of the Institution of Surveyors (Malaysia) or is a registered surveyor under the Registration of Surveyors Act, 1967; or
    - (ii) by a person whose name has been submitted to the Company and who has received their prior approval in writing which would fail to be dealt with under the Royal Institution of Chartered Surveyors/Incorporated Society of Valuers and Auctioneers Joint Indemnity Scheme.
    - (iii) arising from any activity in which the Participant is engaged as a joint venturer or as a partner unless the joint venture or partnership is described in the Schedule as the named Participant in which case the Participant shall be liable only to the extent of his participatory share in such joint venture or partnership or, in the absence of such participation on a share basis, only to the extent of his equal share of the joint venture or partnership, and excluding any liability of the Participant for the joint venture or partnership as a whole or, of the parties to such joint venture or partnership as against each other.

There shall be no liability hereunder in respect of any claim for which the Participant is entitled to any indemnity under any other 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 a takaful agent, who was not authorised to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate

## Conditions

1. The Participant shall as a condition precedent to his right to be indemnified under this Certificate give to the Company immediate notice in writing.
  - (a) of any claim made against him,
  - (b) of the receipt of notice from any person of an intention to make a claim against him.
2. The Participant shall give to the Company immediate notice in writing of any circumstance, of which he shall become aware during the subsistence hereof, which is likely to give rise to a claim against him. Such notice having been given, any claim, to which that circumstance has given rise, which may be made after the expiration of the certificate specified in the Schedule shall be deemed for the purpose of this Certificate to have been made during the subsistence thereof.
 

Where the Participant has previously effected a similar certificate to which provisions similar to this condition (2) apply, then any claim arising from the circumstances so notified shall be deemed to be made under the said previous certificate and the indemnities provided under paragraph (1) and the costs and expenses under paragraph (2) of the Operative Clause of the present certificate shall not apply.
3. The Participant shall cooperate with the Company and, upon the Company's request assist in making settlements, in the conduct of suits, and in endorsing any right of contribution of indemnity against any person or organisation who may be liable to the Participant because of acts or omissions with respect to which takaful is afforded under this Certificate; and the Participant shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
4. The Participant shall not admit liability for or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Participant the defense of settlement of any claim. Nevertheless, the Company shall not settle any claim without the written consent of the Participant. Nevertheless, the Participant shall not be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the Participant and the Company) shall advise that such proceedings should be contested. However, if the Participant shall refuse to consent to any settlement recommended by the Company and shall elect to contest or continue any legal proceedings in connection therewith, the Company's liability for the claim shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred up to the date of such refusal, subject always to the aggregate limit of the Company's liability for all claims under this takaful not exceeding the amount shown in the Schedule.
5. Where a person/persons enters/enter the firm covered hereunder in a professional capacity as partners or qualified professionals, the Company shall immediately be informed of such new entry in writing at the latest, within 2 weeks thereof.
6. If the Participant shall prefer any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this takaful shall become void and all claims hereunder shall be forfeited.
7. This Certificate may be cancelled by the Participant by surrendering thereof to the Company or any of its authorised representatives or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Certificate may be cancelled by the Company by mailing to the Participant at the address shown in this Certificate written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the certificate period. Delivery of such written notice either by the Participant or by the Company shall be equivalent to mailing. If the Participant cancels, earned contribution shall be computed in accordance with the customary short period rate

table and procedure. If the Company cancels, earned contribution shall be computed pro rata. Contribution adjustment may be made either at the time cancellation is effected, or as soon as practicable after cancellation becomes effective, but payment or tender of unearned contribution is not a condition of cancellation.

8. The Company shall be permitted to examine the Participant's books and records at any time during the certificate period and any extension thereof and within three years after the final termination of this Certificate, as far as they relate to the contribution basis or the subject matter of this Takaful.

## Extension 1

### Loss of Documents

If coverage for this Extension is specified in the Schedule, it is hereby agreed that if during the Period specified in the Schedule the Participant shall discover that any Documents (as hereinafter defined), the property of or entrusted to the Firm named in the Schedule or their predecessors in business which may now or hereafter be, or be supposed or believed to be, in the custody of the said Firm in the ordinary course of business, have while within the territorial limits specified in the Schedule, been destroyed or damaged, or lost or mislaid and after diligent search cannot be found, the Company will:

1. indemnify the Participant against
  - (a) legal liability of whatsoever nature which the Participant may incur to any other person in consequence of such Documents having been so destroyed, damaged, lost or mislaid, and
  - (b) costs and expenses of whatsoever nature incurred by the Participant in replacing or restoring such Documents, and
2. in addition, pay the costs and expenses incurred with the written consent of the Company in the defence or settlement of any claim to establish liability as described in 1(a) above, provided that, if a payment in excess of the amount of indemnity available under this Certificate has to be made to dispose of a claim, the Company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Certificate in respect of that claim bears to the amount paid to dispose of that claim.

## Definition

In the Extension, "Documents" means deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank-notes, currency notes and negotiable instruments)

## Exclusions

This Extension shall not indemnify the Participant against any liability, cost or expenses

- (a) for which the Participant is entitled to an indemnity under this Certificate apart from this Extension,
- (b) for which the Participant is entitled to any indemnity under any other certificate,
- (c) brought about or contributed to by any dishonest, fraudulent or criminal act or omission of the Participant or the predecessors in business of the said Firms, or of any person at any time employed by the Participant or such predecessors in business,
- (d) if any act of event, out of or in the course of which such liability, costs or expenses arise, constitutes or is a part of, or is committed or

happens whether directly or indirectly by reason of, or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power, martial law or the act of any lawfully constituted Authority

## Conditions

- (a) The sum covered under this Certificate shall not be increased by reason for this Extension.
- (b) In any claim, and in any action, suit or other proceeding to enforce a claim, under this Extension for liability, costs or expenses the burden of proving that the liability, costs or expenses do not fall within Exclusion (d) set out above shall be upon the Participant.

- (c) The Participant shall not admit liability for or settle any claim or incur and costs or expenses in connection therewith without the written consent of the Company, who shall be entitled at any time to take over and conduct in the name of the Participant the defence or settlement of any claim.
- (d) The Participant shall as a condition precedent to his right to be indemnified under this Extension give to the Company immediate notice in writing of any circumstance which is likely to give rise to a claim hereunder.
- (e) Any claim for costs and expenses incurred by the Participant in replacing or restoring Documents shall be supported by bills or accounts which shall be subject to approval by a competent person to be nominated by the Company with the approval of the Participant.
- (f) The deductible shall similarly apply to this Extension. In the event of a sub limit, it shall apply in the same proportion as that which it bears to the Certificate limit.

## Extension 2

### Partners' Previous Business

If coverage for this Extension is specified in the Schedule, this Certificate shall have effect as if

### Incoming Partners

- (a) after the words " in the conduct, by or on behalf of the said Participant or such predecessors, of any business conducted in their professional capacity as stated in the Schedule" in the Operative clause, there were inserted the words "or in the conduct of any business conducted by any of the Participant in his professional capacity as stated in the Schedule before he joined the Firm named in the Schedule", and

### Outgoing Partners

- (b) The expression "the Participant" included any former partners who are named in the Schedule.

## Conditions

- (a) The sum covered under this Certificate shall not be increased by reason of this Extension,
- (b) The deductible shall similarly apply to this Extension. In the event of a sub limit, it shall apply in the same proportion as that which it bears to the Certificate Limit.

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

## Extension 3

### Libel and Slander

If coverage for this Extension is specified in the Schedule, Exclusion 1(a) is deleted and the Participant is indemnified against any claim or claims which may be made against them or any of them during the certificate period for Libel and Slander by reason of words written or spoken in the conduct, by or on behalf of the Participant of any business conducted in their professional capacity as stated in the Schedule, provided that this takaful shall not extend to any matter in a journal or publication or in any communication or contribution to the Press, Radio or Television.

## Conditions

- (a) the sum covered under this Certificate shall not be increased by reason of this Extension.
- (b) The deductible shall similarly apply to this Extension. In the event of a sub limit, it shall apply in the same proportion as that which it bears to the Certificate limit.

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

## Extension 4

### Dishonesty of Employees

Notwithstanding anything contained herein to the contrary, if coverage for this Extension is specified in the Schedule, it is hereby declared and agreed that this Certificate is extended to indemnify the Participant in respect of claims for damages made against the Participant due to Dishonest, Fraudulent, Criminal or Malicious Conduct of present and former employees of the Participant.

## Conditions

- (a) The sum covered under this Certificate shall not be increased by reason of this Extension.
- (b) The deductible shall similarly apply to this Extension. In the event of a sub limit, it shall apply in the same proportion as that which it bears to the Certificate limit.

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

## Takaful and Distribution Clause

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping other participants who have suffered tragedy and upon payment of the contribution, the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate.

This scheme also applies the Wakalah concept, whereby the participant nominates Us to act on behalf of them to invest and manage General Takaful Fund ("Fund"). The participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet and the Takaful Certificate) to EGTB as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates:

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| Commission (maximum): | 25% of Contribution |
| Management expenses:  | 20% of Contribution |

The participant also agree to authorize 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 Participant.

At the end of each financial year, the distributable surplus (if any) from the fund will be determined solely by Us. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus will be retained in the Fund so as to ensure its long-term viability and the remainder of 90% of the calculated surplus will be considered as distributable surplus. The 10% of calculated surplus is subject to review on an annual basis by Us.

The Participant agrees that We will receive 50% of distributable surplus for being responsible in operating and managing the Fund based on the contract of Ju'alah while the balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their takaful certificates.

In the event of insufficient balance in the Fund to pay Takaful Benefits during the period of Takaful, We will make good the balance in the Fund under the principle of Qard (interest free-loan) from the shareholder's fund provided that the insufficiency is not due to Our negligence. If the insufficiency is due to Our negligence, We will make the outright transfer for the insufficiency under the principle of Hibah (gift). The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to Us.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The fund will be distributed to eligible recipients as approved by Shariah Committee for charitable purposes.

Subject otherwise to the terms and conditions of this certificate

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi Nasihat dan Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **Procedure for Complaint to OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my), or

Facsimile Number: +603 2272 1577, or

Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur, Malaysia

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### **Procedure for Complaint to BNMLINK**

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

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

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur, Malaysia  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## Our Commitment to High Standard of Customer Service

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

The address is:

Etiqa General Takaful Berhad (201701025031)  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my)