

STAMP DUTY
PAID

CARRIERS LIABILITY TAKAFUL CERTIFICATE

Whereas the Participant in the Schedule hereto carrying on the Business as described in the Schedule and has by a written application and declaration which shall be the basis of this certificate, applied to Etiqa General Takaful Berhad (hereinafter called "The Takaful Operator") for the indemnity hereinafter expressed and has paid or agreed to pay the contribution stated in the Schedule as consideration for such indemnity for the Period of Takaful stated in the Schedule or during any period for which the Takaful Operator may accept contribution for the renewal of this certificate.

Now this certificate witnesseth that subject to the Limit(s) of Liability, Deductible(s), Terms Exclusions and Conditions of the certificate hereinafter contained, the Takaful Operator agrees to pay to the participant such amount as the participant shall become legally liable to pay by reason of:

Section 1 : Direct physical loss or damage arising out of their negligence and occurring during the period of this certificate and reported to the TAKAFUL OPERATOR within the period of this certificate to property of others in the care, custody or control of the participant whilst on motor vehicle in ordinary course of transit anywhere in Territorial Limit stated in the schedule provided.

Section 2 : Direct physical loss or damage arising out of their negligence and occurring during the period of this certificate to property of others in the care, custody or control of the participant whilst stored in the warehouse operated by the participant at the location(s) specified in the Schedule hereto.

The Takaful Operator will defend in the name of and on behalf of the participant any suit or other proceedings brought against the participant in connection with loss or damage arising out of the participant's operations as covered by this certificate but the Takaful Operator reserves the right to settle any such suit or proceedings as they may deem expedient.

The Takaful Operator will pay all cost taxed against the participant in any legal proceedings defended by the Takaful Operator, all cost charged accruing after entry of judgement upon such part thereof as shall not be in excess of the Takaful Operator's liability as stated herein, except that :

- i. if the claim be successfully registered by the participant, the Takaful Operator will pay all costs, charges and expenses incurred by the participant in connection therewith up to but not exceeding the Takaful Operator's Limit of Liability
- ii. if a payment exceeding the Limit of Liability has to be made to dispose of a claim, the liability of the Takaful Operator to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the Limit of liability bears to the amounts paid to dispose of the claim.

Limit of Liability

The Limit of Liability of the Takaful Operator under this certificate shall not exceed the amount stated under Any One Occurrence in the Schedule or in the whole the Annual Aggregate as stated in the Schedule or such other sum as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Takaful Operator

Exclusions

The indemnity expressed in this Certificate shall not apply to or include liability against:

1. loss or damage of accounts, bills, money, currency, deeds, manuscripts, drawings, paintings, works of art, statuary, evidence of debt, letters of credit, passports, tickets, securities, or other similar valuable papers, jewellery, precious stones and metals and bullion, silver, silverware, gold or items made therefrom, livestock, plants or the like property.
2. loss or damage caused by rust, wear or tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to or resulting from any repairing, restoration or retouching process.
3. loss caused by the infidelity of the participant's employees or persons to whom the participant property is entrusted
4. claims for wilful illegal sale of property by the participant;
5. loss by wilful conversion and/or wilful or wrongful secretion or other dishonesty act by the participant's employee or participant;
6. loss due to forged warehouse receipts;
7. liability to others assumed by the participant under any agreement, oral or written which would not have attached in the absence of such agreement;
8. loss or damage caused by change of temperature resulting from the total or partial destruction of any refrigerating or cooling apparatus from any cause;
9. loss or damage occasioned by war (whether declared or not), riot, strike, civil commotion, foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law of confiscation by order of any Government or Public Authority;
10.
 - a) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - b) any accident loss destruction damage or legal liability directly or indirectly caused by or contributed by or arising from nuclear weapons materials
11. loss or damage caused by or resulting from inadequate or insufficient packing;
12. loss or damage caused by or resulting from leakage or liquids or breakage unless caused by a peril contribution against;
13. loss or damage caused by or resulting from delay, loss of market, loss of use, consequential loss or inherent vice;
14. loss or damage caused by or resulting from unexplained loss, mysterious disappearance or shortage disclosed upon taking inventory;
15. loss or damage caused by or resulting from insolvency or financial default of the participant;
16. loss or damage caused by or resulting from insolvency or financial default of the owners, managers, charterers/operators or any carrier or bailee;
17. loss or damage caused by or resulting from any motor vehicle accidents which loss or damage can be recovered from the participant's motor Takaful certificate;
18. loss or damage caused by or resulting from pollution or contamination on by seepage, pollution or contamination and the cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances;
19. loss or damage caused by or resulting from the use of asbestos, any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Conditions

1. Official Receipt

No payment in respect of any contribution shall be deemed to be payment to the Takaful Operator unless a printed form of receipt signed by an official or duly authorised representative of the Takaful Operator shall have been issued therefor.

2. Notice

Every notice or communication to the Takaful Operator shall be in writing and sent to the branch or Agency of the Takaful Operator 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 hereunder shall not be deemed to be notice to or within the knowledge of the Takaful Operator unless so given. No alteration in the terms of this certificate, nor any endorsement thereon, will be held valid unless the same is signed or initiated by an authorised representative of the Takaful Operator

3. Notice of Claim

The participant shall give notice to the Takaful Operator of any accident or claim or proceedings immediately the same shall have come to the knowledge to the participant or his representatives

4. Claim Procedure

The participant shall not without the consent in writing of the Takaful Operator repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Takaful Operator shall be entitled if it so desires to take over and conduct in the name of the participant the defences of any claim or to prosecute in the name of the participant as its own expenses and for its own benefit any claim 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 furnish all such information and assistance as the Takaful Operator may require.

5. Takaful Operator's Rights

If it shall so desire the Takaful Operator may at any time or stage of proceedings discharge its liability hereunder by paying to the participant the limit of liability in respect of any claims arising out of the accident and in the event of it so doing the Takaful Operator 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 Takaful Operator having acted as herein provided.

6. Participant's Obligation

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 relative thereto and shall at all times allow the Takaful Operator to inspect such record. The participant shall within one (1) month from the expiry of each Period of Takaful furnish to the Takaful Operator such particulars and information as the Takaful Operator may require. The contribution for such period shall thereupon be adjusted to an amount equal to the rate stated in the Schedule subject to a minimum contribution of the amount stated in the Schedule.

7. Contribution

If at the time of any claim arising under this certificate there shall be any other Takaful covering the same risk or any part thereof the Takaful Operator shall not be liable for more than its rateable proportion thereof.

8. Increase in Risk

If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the application the participant shall within seven (7) days give notice to the Takaful Operator and shall pay such additional contribution the Takaful Operator may require.

9. Cancellation

This certificate may be cancelled (provided it is necessary, reasonable and justifiable) at any time by fourteen (14) days notice by registered letter from the Takaful Operator to the participant's last known address and in such event the Takaful Operator will return a pro-rata portion of the contribution for the unexpired part of the Period of Takaful. This certificate may also be cancelled at any time by the participant on notice to the Takaful Operator in which event the participant shall be entitled a return of the contribution less the Takaful Operator's short period rates for the time the certificate has been in force during the current Period of Takaful as per table below; subject to no reported claim being intimated.

Time on Risk	Short Period Rates
Up to 1 month	25% of annual contribution
Exceeding 1 month but up to 3 months	45% of annual contribution
Exceeding 3 months but up to 6 months	65% of annual contribution
Exceeding 6 months but up to 9 months	85% of annual contribution
Exceeding 9 months	100% of annual contribution

10. Participant’s Obligation

The participant shall exercise reasonable care that only steady sober and 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 Takaful Operator be made after any occurrence covered by this certificate until the Takaful Operator shall have had an opportunity of inspection. The Takaful Operator shall have had an opportunity of inspection. The Takaful Operator shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Takaful Operator’s inspector the Takaful Operator may give notice in writing to the participant and thereupon all liability of the Takaful Operator in respect thereof of arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Takaful Operator

11. Participant’s Obligation

The participant shall, at the expense of the Takaful Operator, do and concern is doing and permit to be done all such acts and things as may be necessarily or reasonably required by the Takaful Operator for the purpose of informing any rights and remedies or of obtaining relief or indemnity from other parties to which the Takaful Operator shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this certificate whether such acts and things shall be or become necessary or required before or after indemnification by the Takaful Operator. The Participant however shall not cause any action which may be prejudicial to the rights of the Takaful Operator unless in prior consultation with the Takaful Operator and the specific and written consent of the Takaful Operator having been so obtained.

12. Reinstatement

Every claim paid hereunder shall reduce the amount of Takaful by the sum so paid but it is a condition of this certificate that in the event of loss, at the discretion of the Takaful Operator, the participant shall reinstate the full limit of liability of this certificate by payment to the Takaful Operator of such amount to be determined by the Takaful Operator.

13. Fraudulent Claim

If the participant shall made any claim knowing the same to be false or fraudulent as regards amount or make otherwise this certificate shall become void and all claims hereunder shall be forfeited.

14. Condition Precedent

The due observance and fulfilment of the terms conditions exclusions and endorsements of this certificate in so far as they relate to anything to be done or complied with by the participant and the truth of the statements and answers in the said application shall be conditions precedent to any liability of the Takaful Operator to make any payment under this certificate.

15. Arbitration

All differences arising out of this certificate shall 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 Arbitrators to the decision of two Arbitrators one to

be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making or an Award shall be a condition precedent to any right of action against the Takaful Operator. If the Takaful Operator shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder

16. Takaful & Surplus 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 mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates:

Commission	: Up to 15% of Contribution
Management Expenses	: Total Wakalah fee less Commission
Total Wakalah Fee	: 27% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deem fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator 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 annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah (wage). 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 the Participant's Takaful benefits during the period of Takaful, the Takaful Operator 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 the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. 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 the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), 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 the Takaful Operator's Shariah Committee for charitable purposes.

Definitions:

"General Takaful Fund ("Fund")" means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

"Ju'alah" is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

“**Qard**” in the context of this Certificate, means an interest-free loan which is given by the Takaful Operator to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to the Takaful Operator’s mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to the Takaful Operator’s mismanagement or negligence, the Takaful Operator will make the outright transfer for the insufficiency.

“**Tabarru**” means contribution donation or gift. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

“**Takaful**” means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

“**Wakalah**” refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorized the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

17. Jurisdiction Clause

The Takaful Operator shall not be liable to pay for

- a) Compensation for damages in respect of judgments not delivered or obtained from a Court of competent jurisdiction within Malaysia.
- b) Costs and expenses of litigation recovered by any claimant from the participant which are not incurred in and recoverable in 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.

18. Data Protection Obligations and Rights

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other takaful operators or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of the Covered Person, or another individual, You must inform that individual of Our privacy notice.

General Provision

Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism

If we discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Certificate immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Certificate in accordance with any applicable laws.

Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi , Nasihat & Khidmat (LINK) 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 OR Facsimile Number: +603 2272 1577 OR

Postal address:
Chief Executive Officer
Ombudsman for Financial Services
Level 14, Main Block, Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

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

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 LINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to LINK, 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
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
E-mail: 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:

Etiqua General Takaful Berhad
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@etiqua.com.my