

STAMP DUTY
PAID

ELECTRONIC EQUIPMENT TAKAFUL CERTIFICATE

WHEREAS the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has made to **Etiqa General Takaful Berhad** (hereinafter called "the Takaful Operator") a written application and/or declaration which, together with any other statements made in writing and/or submission of takaful related documents by the Participant for the purpose of this Certificate, is deemed to be incorporated herein.

NOW THIS CERTIFICATE OF TAKAFUL cover witnesses that, subject to the Participant having paid to the Takaful Operator the contribution mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Takaful Operator will indemnify the Participant in the manner and to the extent hereinafter provided.

THIS CERTIFICATE applies whether the covered items are at work or at rest, or being dismantled for the purpose of cleaning, overhauling or of being shifted within the premises, or in the course of the aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

THE LIABILITY OF THE TAKAFUL OPERATOR for any one item of the Participant covered property shall not exceed in aggregate in any one period of Takaful the Sum Covered set against such items in the attached Schedule(s) unless the Sum Covered under such item is reinstated after occurrence of a claim for balance period.

Exclusions

The Takaful Operator shall not indemnify the Participant in respect of loss or damage directly or indirectly caused by, arising out of or aggravated by

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- (b) nuclear reaction, nuclear radiation or radioactive contamination;
- (c) wilful act or wilful negligence of the Participant or his representatives.

In any action, suit or other proceeding where the Takaful Operator allege that, by reason of the provisions of Exclusion a) above, any loss, destruction or damage is not covered by this Certificate, the burden of proving that such loss, destruction or damage is covered shall be upon the Participant.

General Conditions

- 1) The due observance and fulfillment of the terms 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 statement and answers in the questionnaire and application made by the Participant shall be a condition precedent to any liability of the Takaful Operator.

- 2) The schedule and the section(s) shall be deemed to be incorporated in and form part of this Certificate and the expression 'this Certificate', wherever used in this contract, shall be read as including the schedule and the section(s). Any word or expression to which a specific meaning has been attached in any part of this Certificate, of the schedule or of the section(s) shall bear such meaning wherever it may appear.
- 3) The Participant shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Takaful Operator to prevent loss or damage and comply with statutory requirements and manufacturers' recommendations.
- 4)
 - a) Representatives of the Takaful Operator shall at any reasonable time have the right to inspect and examine the risk and the Participant shall provide the representatives of the Takaful Operator with all details and information necessary for the assessment of the risk.
 - b) The Participant shall immediately notify the Takaful Operator by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the covered items, and the scope of cover and/or contribution shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Participant whereby the risk is increased, unless the continuance of the cover provided under this Certificate is confirmed in writing by the Takaful Operator.
- 5) In the event of any occurrence which might give rise to a claim under this Certificate, the Participant shall
 - (a) immediately notify the Takaful Operator by telephone or telegram as well as in writing, giving an indication as to the nature and extent of the loss or damage;
 - (b) take all steps within his power to minimize the extent of the loss or damage;
 - (c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Takaful Operator;
 - (d) furnish all such information and documentary evidence as the Takaful Operator may require;
 - (e) inform the police authorities in the case of loss or damage due to burglary.

The Takaful Operator shall on no account be liable for loss or damage of which no notice has been received by the Takaful Operator within 14 days of its occurrence. Upon notification being given to the Takaful Operator under this condition, the Participant may carry out repairs of or make good any minor damage; in all other cases a representative of the Takaful Operator shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Takaful Operator does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Participant shall be entitled to proceed with the repairs or replacement.

The liability of the Takaful Operator under this Certificate in respect of any covered item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Takaful Operator, or if temporary repairs are carried out without the Takaful Operator's consent.

- 6) The Participant shall at the expense of the Takaful Operator do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Takaful Operator in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those Participant under this Certificate) to which the Takaful Operator are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Certificate, whether such acts and things are or become necessary or required before or after the Participant's indemnification by the Takaful Operator.
- 7) If any difference arises as to the amount to be paid under this Certificate (liability being otherwise admitted), such difference 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 arbitrator, 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 so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Takaful Operator.

- 8) a) If the application or declaration of the Participant is untrue in any material respect, or if any claim made is fraudulent or substantially exaggerated, or if any false declaration or statement is made in support thereof, then this Certificate shall be void and the Takaful Operator shall not be liable to make any payment hereunder.
- b) In the event of the Takaful Operator disclaiming liability in respect of any claim and if an action or suit is not commenced within three months after such disclaimer or (in the case of arbitration taking place in pursuance of Condition 7 of this Certificate) within three months after the arbitrators or umpire have made their award, all benefit under this Certificate in respect of such claim shall be forfeited.
- 9) If at the time any claim arises under this Certificate there is any other Takaful/Insurance cover covering the same loss or damage, the Takaful Operator shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.
- 10) This Certificate may be terminated at the request of the Participant at any time, in which case the Takaful Operator will retain the customary pro rata for the time this Certificate has been in force. This Certificate may equally be terminated at the option of the Takaful Operator (provided it is necessary, reasonable and justifiable) by seven days' notice to that effect being given to the Participant, in which case the Takaful Operator will be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation less any reasonable inspection charges the Takaful Operator may have incurred and less any long-term discount on contributions granted.
- 11) Under a Takaful cover for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Participant. Without obtaining the Participant's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Certificate and to transfer the Participant's rights even if the Beneficiary is not in possession of this Certificate. Upon payment of an indemnity the Takaful Operator may require evidence of the Beneficiary having given his consent to the Takaful cover and of the Participant having given his consent to the receipt of an indemnity by the Beneficiary.
- 12) The indemnity shall be payable one month after determination by the Takaful Operator of the full amount due. Notwithstanding the above, the Participant may, one month after the Takaful Operator have been duly notified of the loss and have acknowledged their liability, claim as an installment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Participant's control.

The Takaful Operator shall be entitled to withhold indemnification

- (a) if there are doubts regarding the Participant's right to receive the indemnity, pending receipt by the Takaful Operator of the necessary proof;
- (b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Participant, pending completion of such examination or inquiry.
- 13) Takaful and 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 whereby the operator shall have the full discretion to waive part of the Wakalah fee:

Commission	: Up to 15% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the intermediary
Total Wakalah Fee	: 35% 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 deems 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. 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 have appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant have 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.

14) 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.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my.

Section 1 – Material Damage

Scope of Cover

The Takaful Operator hereby agree with the Participant that if at any time during the Period of Takaful stated in the schedule or during any subsequent period for which the Participant pays and the Takaful Operator may accept the contribution for the renewal of this Certificate, the items or any part thereof entered in the schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Takaful Operator will indemnify the Participant in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Takaful Operator ' option) up to an amount not exceeding in anyone year of Takaful cover in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as covered hereby.

Special Exclusions to Section 1

The Takaful Operator shall not, however, be liable for

- a) the deductible stated in the schedule to be borne by the Participant in anyone occurrence; if more than one item is lost or damaged in one occurrence, the Participant shall not, however, be called upon to bear more than the highest single deductible applicable to such items;
- b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;

- c) loss or damage directly or indirectly caused by theft;
- d) loss or damage caused by any faults or defects existing at the time of commencement of this Certificate within the knowledge of the Participant or his representatives, whether such faults or defects were known to the Takaful Operator or not;
- e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;
- f) loss or damage as a direct consequence of the continual influence of operation (eg wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the covered items;
- h) any costs incurred in connection with the maintenance of the covered items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- i) loss or damage for which the manufacturer or supplier of the covered items is responsible either by law or under contract;
- j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- k) consequential loss or liability of any kind or description;
- l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (e.g. lubrication oil, fuel, chemicals);
- m) aesthetic defects, such as scratches on painted, polished or enameled surfaces.

In respect of the parts mentioned under l) and m) above, the Takaful Operator shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the covered items.

Provisions Applying to Section 1

Memo 1 - Sum Covered

It shall be a requirement of this Takaful cover that the sum covered is equal to the cost of replacement of the covered items by new items of the same kind and capacity, which means their replacement costs including, e.g. freight customs duties and dues, if any, and erection costs. If the sum covered is less than the amount required to be covered, the Takaful Operator shall pay only in such proportion as the sum covered bears to the amount required to be covered. Every item if more than one shall be subject to this condition separately.

Memo 2 - Basis of Indemnity

- a) In cases where damage to a covered item can be repaired, the Takaful Operator shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum covered. If the repairs are executed at a workshop owned by the Participant, the Takaful Operator shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account. If the costs of repairs as detailed hereinabove equal or exceed the actual value of the covered items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.

- b) In cases where a covered item is destroyed, the Takaful Operator shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum covered, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Takaful Operator shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Certificate, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule. (The Takaful Operator may agree – by application of the relevant endorsement - to extend this Takaful cover to cover reimbursement of the full replacement value.)

As from the date of an indemnifiable occurrence the sum covered shall be reduced for the remaining Period of Takaful by the amount of indemnity paid, unless the sum covered is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this Takaful cover only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Certificate.

The costs of any provisional repairs shall be borne by the Takaful Operator if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The Takaful Operator shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Section 2 – External Data Media

Scope of Cover

The Takaful Operator hereby agree with the Participant that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Certificate, the Takaful Operator will indemnify the Participant, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in anyone year of Takaful cover in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum covered hereby, provided always that such loss or damage occurs during the Period of Takaful stated in the schedule or during any subsequent period for which the Participant pays and the Takaful Operator may accept the contribution for the renewal of this Certificate. This cover applies while the Participant data media are kept on the premises.

Special Exclusions to Section 2

The Takaful Operator shall, however, not be liable for

- (a) the deductible stated in the schedule to be borne by the Participant in anyone occurrence;
- (b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- (c) consequential loss of any kind or description whatsoever.

Provisions Applying to Section 2

Memo 1. Sum Covered

It shall be a requirement of this Takaful cover that the sum covered is the amount required for restoring the covered external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2. Basis of Indemnity

The Takaful Operator shall indemnify any expenses that can be proved to have been incurred by the Participant within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the covered external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Takaful Operator shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum covered shall be reduced for the remaining Period of Takaful by the amount of indemnity paid, unless the sum covered is reinstated.

The Takaful Operator shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Section 3 – Increased Cost Of Working**Scope of Cover**

The Takaful Operator hereby agree with the Participant that if material damage indemnifiable under Section 1 of this Certificate gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the Takaful Operator will indemnify the Participant, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Certificate up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum covered in anyone year of takaful, provided always that such interruption occurs during the Period of Takaful stated in the schedule or during any subsequent period for which the Participant pays and the Takaful Operator may accept the contribution for the renewal of this Certificate.

Special Exclusions to Section 3

The Takaful Operator shall, however, not be liable for any additional expenditure incurred as a result of

- (a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment covered;
- (b) the necessary funds not being available to the Participant in time for repairing or replacing damaged or destroyed equipment.

Provisions Applying to Section 3**Memo 1 - Sum Covered**

It shall be a requirement of this Takaful cover that the sum covered stated in the schedule is the amount which the Participant would have to pay as additional expenditure for 12 months' use of substitute EDP equipment of similar performance to the EDP equipment covered. The sum covered shall be based on the amounts agreed per day and per month as specified in the schedule.

The Takaful Operator shall also reimburse the Participant for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefor have been entered in the schedule.

Memo 2 - Basis of Indemnity

In the event of failure of the EDP equipment covered the Takaful Operator shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Participant shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment covered that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum covered which is applicable to this period, the Takaful Operator shall only be liable to indemnify the Participant in respect of that proportion of the agreed annual sum covered which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

Any savings in cost shall be taken into account when calculating the indemnity amount to be paid by the Takaful Operator.

As from the date of an indemnifiable occurrence the sum covered shall be reduced for the remaining Period of Takaful by the amount of indemnity paid, unless the sum covered is reinstated.

Clauses

The following Clauses are applicable to this Takaful Certificate:

1) 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 Takaful Operator within sixty (60) days from the inception date of this takaful certificate /endorsement/renewal takaful certificate.

If this condition is not complied with then this contract is automatically cancelled and the Takaful Operator 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 Takaful Operator, the payment shall be deemed to be received by the Takaful Operator 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 Takaful Operator.

Subject otherwise to the term and conditions of this takaful certificate.

2) Property Damage Clarification Clause

Property damage covered under this Certificate shall mean physical damage to the substance property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data software or computer programs that it caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

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

Notwithstanding this exclusion, loss of or damage to data or software in the direct consequence of covered physical damage to the substance of property shall be covered.

- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

3) Theft by Deception Clause

The Takaful Operator shall not be liable for any loss or damage caused by or attributed to the act of cheating by any person within the meaning of the definition of the offence of cheating set out in the Penal Code. Cheating as defined in the Penal Code is as follows:-

"Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property or intentionally induces the person so deceived to do or omit to do anything which he would not do or omit if he were not so deceived, and, which act or omission causes or is likely to cause damage or harm to that person in body, mind, reputation or property, is said to 'cheat'."

4) Property Electronic Data And Internet Endorsement

The Takaful Operator will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- 1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- 2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
- 3) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing inability or failure of the Participant to conduct business.

This Endorsement shall not exclude subsequent damage or Consequential loss, riot otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in 1, 2 or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

All other terms, conditions and exclusions of this certificate remain unchanged.

5) Date Recognition Clause

It is noted and agreed that this Takaful Certificate is hereby amended as follows:

- A. The Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:

- 1) Correctly recognize any date as its true calendar date;
- 2) Capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
- 3) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

- B. It is further understood that the Takaful Operator will not pay for the repair or modification of any part of any electronic data processing system or any device and/or software as listed above in A.
- C. It is further understood that the Takaful Operator will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Takaful Operator will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C, or D and above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Saving clause:

This endorsement shall not exclude subsequent loss or damage or consequential loss which itself results from a Defined Peril. Defined Peril shall mean fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hurricane, cyclone, typhoon, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcanic eruption, flood, bursting or overflowing of water tanks or pipes, subsidence and landslip and spontaneous combustion.

6) Institute Cyber Attack Exclusion (CL380) 10/11/03

- 6.1 Subject only to clause 6.2 below, in no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- 6.2 Where this clause is endorsed on certificates covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 6.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

7) Exclusion of Terrorism

Notwithstanding any provision to the contrary within this takaful or any endorsement thereto it is agreed that this takaful excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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 organisation(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Takaful Operator allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this takaful the burden of proving the contrary shall be upon the participant.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8) Total Asbestos Exclusions

It is hereby understood and agreed that this contract shall not cover any actual or alleged liability whatsoever for any 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.

9) Jurisdiction Clause

This takaful certificate shall be governed by and construed in accordance with Malaysia Law. The Takaful Operator and the Participant agree that the Courts of Malaysia shall have the sole jurisdiction over any legal action or proceeding arising out of or in connection with this takaful certificate, including but not limited to the execution, interruption and compliance with this takaful certificate, and that any final order or judgment of such courts shall be conclusive. The Takaful Operator hereby waive any objection to proceeding in such courts on the grounds that the proceedings have been brought in an inconvenient forum.

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:

Etiqa 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@etiqa.com.my