

STAMP DUTY
PAID

Marine Cargo Takaful Certificate

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by an application and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqua General Takaful Berhad (201701025031)** (hereinafter referred to as "the Company") for the Takaful cover in the terms hereinafter contained.

Notwithstanding anything contained herein or attached hereto to the contrary, this Takaful is understood and agreed to be subject to English law and practice only as to liability for and settlement of any and all claims.

This Takaful does not cover any loss or damage to the property which at the time of the happening of such loss or damage is covered by or would but for the existence of this certificate be covered by any fire or other Takaful certificates except for certificate had this Takaful not been effected.

Now this Certificate witnesseth that the Company take upon ourselves the burden of this Takaful and promise and bind ourselves to the participant for the true performance and fulfilment of the contract contained in this Certificate.

In witness whereof this Certificate has been signed on the Certificate schedule on behalf of the Company.

Instructions for Survey

In the event of loss of damage which may involve a claim under this Takaful, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company's Agent at port of discharge or, if the Company has no Agent, from the nearest Lloyd's Agent.

IMPORTANT

Procedure In The Event Of Loss Or Damage For Which Underwriters May Be Liable

Claims Notification

In the event of loss or damage for which the Company may be liable under this Certificate immediate notice must be given to the Survey agent stated in the Schedule.

Liability of Carriers, Bailees Or Other Third Parties

It is the duty of the Participant and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Participant or their Agents are required:

- 1) To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages
- 2) In no circumstances, except under written protest, to give receipts where goods are in doubtful condition
- 3) When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

- 4) To apply immediately for survey by Carriers or other Bailees' Representatives if any loss or damage be apparent and claim on the Carrier's or other Bailees for any actual loss or damage found at such survey.
- 5) To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery

Note: The consignees or their Agents are recommended to make themselves familiar with the Regulation of the Port Authorities at the port of discharge

Documentation of Claims

To enable claims to be dealt with promptly, the Participant or their Agents are advised to submit all available supporting documents without delay, including:

- 1) Original Certificate of Takaful
- 2) Original or certified copy of shipping invoices, together with shipping specification and/or weight notes.
- 3) Original or certified copy of Bill of Lading and/or other contract of carriage.
- 4) Survey report or other documentary evidence to show the extent of loss or damage
- 5) Landing account and weight notes at port of discharge and final destination
- 6) Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage

The following Warranties/Clauses/Endorsements only apply if specified in the schedule

Inland Transit (All Risks) Clause
Inland Transport Clause
Loading and Unloading Clause
Mail and Parcel Post/Courier Service Clause
Secondhand Replacement Clause
Unattended Vehicle Clause
Marine Cyber Endorsement LMA 5403
Termination of Transit Clause (Terrorism) 1/1/2009
Sanction Limitation and Exclusion Clause

Takaful Terminology Clause

This Takaful certificate adopts the international standards wording, as such it may contain insurance terminologies. Accordingly, such terminologies shall be construed in accordance with the corresponding Takaful terminologies, as follows:-

Correct Takaful term	Insurance terms used
Participant	Assured
Takaful	Insurance
Person Covered	Insured
Takaful Operator	Insurer
Interest Covered	Interest Insured
Period of Takaful	Period of Insurance
Certificate	Policy
Contribution	Premium
Sum Covered	Sum Insured

However, where the context requires, certain insurance terminologies may remain in this Takaful certificate.

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 (Etiqua General Takaful Berhad) 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 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.

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:

1. Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
2. Other entities within the Maybank Group;
3. Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
4. Other takaful operators or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
5. Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
6. Our merchants and strategic partners;
7. Any parties authorised by You (from time to time); or
8. 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.

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