

# MYRUMAH TAKAFUL

## INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like You agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their Contributions on the basis of Tabarru' (donation) to the General Takaful Fund (Fund) managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the Fund based on the concept of Tabarru'.

As the Takaful Operator, We are responsible for selecting Participants and to determine and collect the Contributions. We are also responsible for investing the Fund and paying Benefits to entitled Participants. All proceeds from investments will be credited into the Fund. The Fund is collectively owned by the Participants where Tabarru' portion of the Contribution is placed for the purpose of takaful. The relationship between You and Us is governed by the Wakalah (agency) contract.

The surplus from the Fund will be determined annually and will be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to Us for operating and managing the Fund, based on the contract of Ju'alah (reward), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims within the financial year. In the event of any deficit from the Fund, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the Fund is still in deficit, a Qard (interest-free loan) will be arranged. The Qard will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the Qard.

Your application to join this takaful scheme as a Participant has been accepted based on the Application You signed and any other information provided to Us. If You did not fill in an Application form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive takaful cover for death, loss or damage to property covered that may happen to You during the Period of Takaful according to the terms and conditions of this takaful contract.

This takaful contract is made up of the Application, this Certificate and Schedule. You should read them together carefully to make sure that You get the cover You need.

The coverage provided under this Certificate is subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon. It is a condition of this Certificate that the liability of the Takaful Operator shall in no case exceed in respect of each item in the sum expressed in the Schedule to be covered thereon or in the whole the Total Sum Covered under each Section or the amount specified in the Schedule as the Limit of Indemnity and for the Period of Takaful.

This takaful scheme is governed by the Islamic Financial Services Act 2013. A requirement of this Act is the establishment of a Shariah committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah.

## YOUR DUTY TO INFORM US

### Duty of Disclosure

#### Applicable for Consumer Takaful Contracts

Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Application Form (or when You applied for this takaful) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013.

You are also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of takaful has been entered into, varied or renewed with Us any of the information given in the Application Form (or when You applied for this takaful) is inaccurate or has changed.

#### Applicable for Non-Consumer Takaful Contracts

Where You have applied for this takaful wholly for purposes related to Your trade, business or profession, You have a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of takaful, refusal or reduction of Your claims(s), change of terms or termination of Your contract of takaful.

You also have a duty to tell Us immediately if at any time after Your contract of takaful has been entered into, varied or renewed with Us any of the information given in the Application Form (or when You applied for this takaful) is inaccurate or has changed.

## SECTION 1 – FIRE

We will indemnify You against loss or damage caused by Fire, Lightning and/or Explosion to the Building and/or Household Contents of the property covered during the Period of Takaful as stated in the Schedule or of any subsequent period in respect of which You shall have paid and We shall have accepted the Contribution required for the renewal of this Certificate.

Provided that this section does not cover property more specifically covered, or, unless specifically mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles including its accessories or livestock.

For platinum, gold and silver articles, jewellery and furs, We shall only pay the benefit not exceeding one-third (1/3) of the Sum Covered on Household Contents. Provided that Our liability shall in no case exceed in respect of each item the sum expressed in the Schedule to be covered thereon or in the whole the Total Sum Covered hereby or such other sum or sums as may be substituted therefore by endorsement hereon or attached hereto signed by or on Our behalf.

## SECTION 2 – PERSONAL ACCIDENT

We will pay the sum specified in the Schedule to the Covered Person's legal representative if during the Period of Takaful You or any one of Your immediate family member who is Your legal spouse, parents, parents-in-law or children have sustained bodily injury caused solely and directly by accidental means occurring during a fire and/or during a theft or burglary or attempted theft or burglary happening at the property covered which results in death within twelve (12) calendar months from the date of the specified event.

For the purpose of the benefit under this section, it is hereby declared and agreed that if the death happened to more than one covered person, We shall be liable only for a pro-rata proportion of the sum specified in the Schedule.

This benefit shall cease upon the payment of such claim made under this section.

## SECTION 3 – EMERGENCY CASH RELIEF

We will compensate You with emergency cash relief due to loss or damage to the property covered due to fire or flood or windstorm and subject to the validity of Certificate liability. We shall make payment for this benefit only after the loss or damage have been ascertained to be a valid claim under this section.

For the purpose of the benefit under this section, it is hereby declared and agreed that We will only pay the maximum sum specified in the Schedule for any one loss and in aggregate during any one Period of Takaful.

This benefit shall cease upon the payment of such claim made by You.

Note:

- 1) Flood, for the purpose of this section, shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building covered or containing the Household Contents, but excluding loss or damage caused by subsidence or landslip.
- 2) Windstorm, for the purpose of this section, shall mean the building covered or containing the Household Contents shall first sustain actual damage to the roof or walls of same by the direct force of hurricane, cyclone, typhoon and windstorm and shall then be liable only for such damage to the interior of the building or the Household Contents therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

## WARRANTIES, CLAUSES AND ENDORSEMENTS APPLICABLE

### CASH BEFORE COVER

It is a fundamental and absolute special condition of this contract of takaful that the Contribution due must be paid and received by Us before cover commences. If this condition is not complied with, then this contract of takaful is automatically null and void.

### DATE RECOGNITION (WITH SAVING CLAUSE)

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

- A. We will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly 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 2001 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 We will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed in A.
- C. It is further understood that We will not pay 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.
- D. It is further understood that We will not pay 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 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 covered peril as defined in the Certificate.

Subject otherwise to the terms and conditions of the Certificate.

**FOUNDATION EXCLUSION (UNDER SURFACE)**

The coverage in Building(s) excludes that part of any building below the under surface of the lowest floor (and those parts of the concrete foundations for machinery which extend above such level).

**INFORMATION ON E-CERTIFICATE**

In line with Our Group's strategy to promote usage of technology and to help preserve the country's natural resources, we no longer print the full Certificate wording. You may view and print the above Certificate wording at Our website [www.etiq.com.my](http://www.etiq.com.my). Printout may also be obtained from Our offices nationwide.

**LOSS REVIEW CLAUSE**

During the term of this Certificate, We reserve the right to review and revise the Certificate terms and conditions subject to the occurrence of any of the following event:

- a) Loss ratio exceeds more than 50%;

$$\text{Loss Ratio} = \frac{\text{Total sum of all claims paid and all outstanding claims reserve including claims expenses incurred}}{\text{Total Earned Contribution}}$$

- b) Adverse market condition;
- c) Any other relevant circumstances/ situation (including regulatory requirements or other directives, which deemed necessary, reasonable and justifiable for Us to do so).

We shall provide fourteen (14) days' notice in writing specifying its intention to revise the Certificate terms and conditions to You before the said new terms and conditions to take effect.

**RESTRICTION OF MERCHANDISE WARRANTY**

Warranted that during the currency of this Certificate no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

**PROPERTY DAMAGE CLARIFICATION CLAUSE**

Property damage covered under this Certificate shall mean physical damage to the substance of 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 is caused by deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Certificate:

- A. Loss or damage resulting from 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.
- B. Loss of or damage to data or software, but not limited to 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 or damage to data or software, which is the direct consequence of covered physical damage to the substance of property, shall be covered.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

This takaful Certificate shall not provide cover and We shall not be liable to pay any claim or provide any benefits hereunder to the extent that the provision of such cover, payment of such claim, or provision of such benefit would expose Us to any Sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**GENERAL DEFINITIONS**

**Certificate** means Your takaful contract which consists of this Certificate wording and Schedule.

**Contribution** means any amount We require You to pay under the Certificate and includes Government charges.

**Free-Look Period** means the period of fifteen (15) days from the effective date of Your coverage under this Certificate during which You may request for a cancellation of Your coverage provided there is no claims made during such time.

**General Takaful 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.

**Household Contents** means household goods and personal effects of every description, belonging to You or any member of Your family contained in the property covered as specified on the Schedule.

**Ju'alah** is a reward 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 (Etiqa General Takaful Berhad) agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

**Period of Takaful** means the period for which You are covered. It commences at the time We agree to give You takaful and finishes at midnight on the day of expiry. The expiry date is shown on the Schedule.

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

**Schedule** means the Certificate Schedule where both the covered items and Sum Covered are specified.

**Sum Covered** means the amount You have covered on Your building as shown on the Schedule. The Sum Covered is shown in the Takaful Schedule and payable from the General Takaful Fund.

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

**You and Your** means the person(s) named on the Schedule as the Participant.

**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, it means that the Participant has appointed Etiqa General Takaful Berhad to invest and manage the General Takaful Fund on his/ her behalf. The Participant has also authorized Etiqa General Takaful Berhad to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, Etiqa General Takaful Berhad will remain liable and responsible for all such rights, duties and obligations towards the Participant.

**We, Our and Us** means Etiqa General Takaful Berhad.

## GENERAL CONDITIONS

### 1. Notice

Every notice or communication to be given or made under this Certificate shall be delivered in writing to Us. No change in the Certificate shall be valid unless approved by Our authorised representative and such approval be endorsed herein. Notice shall be given as soon as possible to Us of every change materially varying any of the facts or circumstances existing at the commencement of this Takaful.

### 2. Other Takaful / Insurances

You shall give notice to Us of any takaful or insurances already effected, or which may subsequently be effected, covering any of the property hereby covered, and unless such notice be given and the particulars of such takaful or insurances be stated in or endorsed on this Certificate by or on Our behalf before the occurrence of any loss or damage, all benefits under this Certificate shall be forfeited.

### 3. Termination of Certificate

#### a) Termination by Us

This Certificate may be terminated at Our option (provided it is necessary, reasonable and justifiable) by sending fourteen (14) days' notice by registered letter or courier to You at Your last known address or by electronic mail, in which case We shall be liable repay based on pro-rata basis of the unexpired Contribution from the date of cancelation provided no claim has been submitted to Us in relation to that Period of Takaful.

#### b) Termination by You

This Certificate may be terminated at any time at Your request, in which case We shall be liable repay based on pro-rata basis of the unexpired Contribution from the date of cancelation provided no claim has been submitted to Us in relation to that Period of Takaful.

However, if You wish to cancel this Certificate within fifteen (15) days Free-Look Period, We shall refund the entire Contribution paid during this period.

#### c) Certificate Automatic Termination

This Certificate shall cease to be in force if:

- a) You carry on any business at the Premises other than that stated in the Schedule.
- b) there be any other material change in the risk covered under this Certificate or any change in the facts stated in the Application.
- c) the Property shall pass from You to any person otherwise than by will or operation of law unless We shall by endorsement of this Certificate agree to continue the takaful.
- d) the premises shall be left uninhabited and so remains for a period of more than ninety (90) days.

### 4. Right of Claims

In the event of a claim being made against Us under the Certificate:

- a) We may at any time at its own expense use all legal means in Your name for recovery of any of the property lost and You shall give all reasonable assistance for that purpose.
- b) We shall be entitled to any property for the loss of which a claim is paid hereunder and You shall execute all such assignments and assurances of such property as may be reasonably required but You shall not be entitled to abandon any property to Us.

### 5. Settlement

If We shall offer an amount in settlement or disclaim liability 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 contained in the Certificate or been made subject to pending court action then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 6. Mis-statement

If any mis-statement is made to Us in answer to questions put to You by or on Our behalf either before at the time when or after the risk is undertaken by Us, We shall be under no liability to make any payment under this Certificate and all Contribution paid shall be forfeited to Us.

### 7. Misdescription

If there be any material misdescription of any of the property hereby covered, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Certificate so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### 8. Payment of Contribution

No payment in respect of any Contribution shall be deemed to be payment to Us unless a printed form of receipt for the same signed by an Official or Our duly appointed Agent shall have been given to You.

### 9. Market Value

We will indemnify You the covered value or the Market Value of the covered property whichever is lower subject to the deduction of any Excess.

Market value means the value of the property covered at the time of loss or damage less allowance for wear and tear and/or depreciation.

The market value shall be determined by a valuation obtained by Us from the:

- manufacturer, or
- authorised sole agent or agent, or
- authorised broker, authorised distributor, or
- building contractor, or
- loss adjuster registered under the Islamic Financial Services Act 2013, or
- Registered Valuer under the Valuers, Appraisers and Estate Agents Act 1981 to be mutually appointed by You and Us.

The valuation so obtained shall be conclusive in any legal proceedings against Us.

**10. Loss Notification**

On the happening of any loss or damage or death, You shall forthwith give notice thereof to Us and shall within thirty (30) days after the loss or damage, or such further time as We may in writing allow in that behalf, deliver to Us.

- a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- b) Particulars of all other takaful or insurances, if any.

You shall also at all times at Your own expense produce, procure and give to Us all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching Our liability or the amount of the liability as may be reasonably required by or on behalf of Us together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Certificate shall be payable unless the terms of this Condition have been complied with.

**Checklist on the Required Supporting Documents of Claims**

Benefits	Supporting Documents Required
Damage to House/Household Contents	<ol style="list-style-type: none"> <li>1. Completed claim form</li> <li>2. Video assessment claim process to ascertain the damaged property</li> <li>3. Bank account details</li> <li>4. For jewellery – proof of ownership</li> </ol>
Death	<ol style="list-style-type: none"> <li>1. Completed claim form</li> <li>2. Police report</li> <li>3. Death certificate</li> <li>4. If single – Birth certificate, parents Identity Card and bank account details</li> <li>5. If married – Marriage certificate, spouse Identity Card and bank account details</li> <li>6. Next of kin email address and contact number</li> </ol>
Emergency Cash Relief	<ol style="list-style-type: none"> <li>1. Completed claim form</li> <li>2. Police report in confirming the damage causation and/or video assessment claim</li> <li>3. Bank account details</li> <li>4. Email address and contact number</li> </ol>

**Claim Submission Guide**

Type of Claims	Claim Submission
Death claim	<ol style="list-style-type: none"> <li>1. Online submission via Etiqa website at etiqa.com.my. Please go to: Claims – Personal Accident Claims - Claim Online</li> <li>2. Call our Claims Careline at 1-300-88-1007</li> <li>3. Email to our Claims Careline at claims@etiqa.com.my</li> <li>4. Email at nm.paclaims@etiqa.com.my</li> </ol>
Non-death claim	<ol style="list-style-type: none"> <li>1. Online submission via Etiqa website at etiqa.com.my. Please go to: Claims - Home Claims - Claim Online</li> <li>2. Call our Claims Careline at 1-300-88-1007</li> <li>3. Email to our Claims Careline at claims@etiqa.com.my</li> </ol>

Claims to be paid out within five working days (for death claims) and seven working days (for non-death claims) from the receipt of a claim notification subject to Us receiving full and complete documentation to substantiate the loss.

Check Your claims status:

- 1. Death claim: Email us at nm.paclaims@etiqa.com.my
- 2. Non-death claim: Visit Etiqa website at etiqa.com.my. Please go to: Claims - Home Claims - Check Your Claims Status.

**11. Arbitration**

Any difference on the amount of any loss of damage between You and Us shall be referred to an arbitrator who shall be appointed in writing by You and Us. In case You and Us are unable to agree on a single Arbitrator, within two (2) months of being required in writing to do so by either party, then You and Us shall be entitled to appoint an Arbitrator each who shall appoint an Umpire to preside over their meetings. However, one party is at liberty to appoint a sole Arbitrator, should the other party within two (2) months of the written notice fail to appoint the other Arbitrator.

The costs of arbitration and awards shall be decided by the Arbitrator, Arbitrators or Umpire.

You and Us clearly agree that the awards by the Arbitrator, Arbitrators or Umpire shall be obtained first before You can commence legal proceedings on Us.

## 12. Right of Entry

On the happening of any loss or damage to any of the property covered by this Certificate, We may:

- a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- b) Take possession of or require to be delivered to it any of Your property in the building or on the premises at the time of the loss or damage.
- c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You make no claim under the Certificate or, if any claim is made, until such claim is finally determined or withdrawn, and We shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to You or diminish its right to rely upon any of the conditions of this Certificate in answer to any claim.

If You or any person on Your behalf shall not comply with Our requirements or shall hinder or obstruct Us in the exercise of its powers hereunder, all benefits under this Certificate shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

## 13. Forfeiture

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by You or any one acting on Your behalf to obtain any benefit under this Certificate; or, if the loss or damage be occasioned by the willful act, or with Your connivance; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Certificate shall be forfeited.

## 14. Subrogation

You shall, at Our expense, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which We 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 Your indemnification by Us.

## 15. Non-Reinstatement of Sum Covered

Immediately upon the happening of any loss or damage to the property covered, the Sum Covered upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of the loss or damage and such reduced Sum Covered shall be the limits of Our liability in respect of any further losses or damage occurring during the current Period of Takaful.

## 16. Permissible Takaful Interest

The terms, exceptions and conditions of this Certificate, so far as applicable and with any necessary modifications shall apply to Your legal personal representative. Nothing contained herein shall give rights against Us to any persons other than You, Your Executors or Administrators and We will not be bound by any passing of Your interest of otherwise than by death.

## 17. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when the terms in this Certificate need to be changed.

## GENERAL EXCLUSIONS

This Certificate does not cover, and We would not in any event be liable to pay any benefits in respect of, any claim under this Certificate which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. This Certificate does not cover any death or loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
  - a) Loss by theft during or after the occurrence of a fire.
  - b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
  - c) Loss or damage occasioned by or through or in consequence of:
    - (i) The burning of property by order of any public authority
    - (ii) Subterranean Fire
  - d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
2. This Certificate does not cover any death or loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition, only combustion shall include any self-sustaining process of nuclear fission.
3. This Certificate does not cover any death or loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
  - a) Earthquake, volcanic eruption or other convulsion of nature.
  - b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - e) Any act of terrorism.  
For this purpose, 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

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this Certificate, except to the extent that You shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where We allege that by reason of the provisions of this condition any loss or damage is not covered by this Certificate, the burden of proving that such loss or damage is covered shall be upon You.

4. Pollution / Contamination Clause

This Certificate does not cover any liability for:

Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property covered caused by:

- a) pollution or contamination which itself results from a contingency hereby covered against.
- b) any contingency hereby covered against which itself results from pollution or contamination

## CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If you have any enquiries other than claims, please contact Us at:  
Etiqua General Takaful Berhad  
Level 13, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: +603 2297 3888  
Facsimile Number: +603 2297 3800  
Etiqua Oonline: 1300 13 8888  
E-mail: info@etiqua.com.my  
Homepage: www.etiqua.com.my
3. In the event of claims under this Certificate, please call Our Claims Assist at 1300 88 1007.

## COMPLAINT PROCEDURES

If you feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit  
Etiqua General Takaful Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia

Or by telephone number 1300 13 8888  
Facsimile Number: +603 2297 1919  
E-mail: complaint\_cmu@etiqua.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia Laman Informasi, Nasihat & 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 Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

E-mail: 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

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 Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Us 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 Us 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: 1300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: bnmlink@bnm.gov.my