

Personal All Risks Policy

Whereas the Insured named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to Etiqa General Insurance Berhad (hereinafter referred to as "the Company") for an insurance in the terms hereinafter contained.

In consideration of the payment by the Insured of the Premium as stated in the Schedule and Subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon, the Company agrees if during the Period of Insurance the Property Insured or any part thereof be lost or damaged by any accident or misfortune whilst in the Situation stated in the Schedule then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

The liability of the Company under this Policy during any one Period of Insurance shall not exceed:

- (a) in respect of any one item of the Property Insured the sum set opposite thereto
- (b) in respect of loss or damage to any article forming part of a pair or set the value of the particular part of parts which may be lost or damaged without reference to any special value which such part of parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.
- (c) in respect of all loss or damage the Total Sum Insured

If at the time of any loss or damage the sum insured by any item shall be less than the total value of the property covered thereby the Insured shall be considered his own insurer for the difference and shall bear a rateable proportion of such loss or damage.

EXCLUSIONS

The Company shall not be liable in respect of:

1. loss or damage arising from wear and tear, gradual deterioration, depreciation, mechanical or electrical breakdown or derangement, moth, vermin, any process of cleaning, dyeing, repairing or restoring or action of light atmospheric or climatic conditions (other than lightning).
2. loss or damage arising out of or in any way traceable to mechanical defects in or mechanical derangement or breakage of watches, clocks, musical instruments, wireless sets, gramophones, typewriters, sewing machines, cameras, sports gear and the like.
3. damage to travelling trunks, bags, boxes and other receptacles, other than total loss.
4. the scratching or denting of any article or cracking and/or breakage of glass, china, earthenware, marble, gramophone records and/or other articles of a brittle nature, unless caused by burglars, thieves and/or fire.
5. loss of or damage to deeds, bonds, bills of exchange, promissory notes, cheques, money, medals, coins, stamps or other documents of value, patterns, models, moulds.
6. loss or damage directly or indirectly occasioned by or through or in consequence of earthquake, volcanic eruption.
7. loss or damage to property when in transit as Unaccompanied Baggage shipped under a Bill of Lading, Parcel Receipt, Waybill or similar document.
8. theft of property left in unoccupied touring or convertible cars or other unoccupied vehicles unless all windows, doors, luggage compartment or boot, roof and windscreen are completely closed and securely locked.
9. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

- (b) any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
10. loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
 - (b) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, 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.
 - (c) 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 organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or put the public or any section of the public in fear.
11. loss or damage directly or indirectly caused by or contributed to by or arising from, or in any way involving:
- (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
12. loss or damage sustained outside the territorial limit stated in the Schedule.
13. the amount of excess as stated in the Schedule.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. No change in this Policy shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.
3. The Insured shall take all reasonable steps to safeguard the property insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the property or any part thereof or any operator or employee of the Insured. In the event of any accident which may give rise to a claim under this Policy the property shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the property be operated before the necessary repairs are effected any extension of the damage or any further damage shall be excluded from the scope of the indemnity granted by this Policy.
4. **A duty to comply with the Conditions**
We will only be liable to make any payment under this Policy if You have at all times complied with the terms, provisions and conditions of this Policy.
5. **Fraud**
If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You or anyone acting on Your behalf, all Benefits under this Policy shall be forfeited.
6. **Claims Notification, Procedure and Settlement**
Upon the happening of any loss or damage giving rise or likely to give rise to a claim under this Policy the Insured shall give immediate notice to the: -
 - a) Police and take all practical steps to trace and recover the lost or damaged Property Insured if the loss or damage arises from theft or any attempt thereat.
 - b) Company in writing or not later than fifteen (15) days from the date of occurrence the circumstances of the claim and within six (6) weeks after the happening of such event deliver to the Company a statement in writing such details, particulars and proofs as may be reasonably required by the Company.
7. The Insured shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay settle, admit or repudiate any claim without the like consent.

8. Termination of Policy

a) Termination by You

If You give notice in writing to Us to terminate this Policy, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is later. We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance, subject to a minimum retained Premium of Ringgit Malaysia Twenty-Five (RM25.00).

b) Termination by Us

We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the Premium for the unexpired portion of the Period of Insurance on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Insurance, subject to a minimum retained Premium of Ringgit Malaysia Twenty-Five (RM25.00).

c) Effective Time of Termination

This Policy shall terminate at 12:01am Malaysian time on the relevant date of termination.

9. Payment of Premium – Cash Before Cover

You must pay the Premium before the coverage under this Policy is effective.

10. Arbitration Clause

Any dispute, controversy or claim arising out of or relating to this Policy shall be referred to the decision of an Arbitrator. The Arbitrator shall 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. Appointment shall be within one (1) calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Legal Actions

No action shall be brought to recover on this Policy before the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought more than three (3) years after the time written Proof of Loss is required to be furnished.

12. Alteration and Changes

We reserve the right to amend the terms and provisions of this Policy by giving thirty (30) days prior notice in writing by registered post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Policy.

No alteration to this Policy shall be valid unless authorised by Us and such approval is endorsed thereon.

13. Policy Renewal

This Policy shall be effective for a period as stated in the schedule. This Policy is renewable at Our option. We have the right to renew, cancel or amend any of its terms on the Policy renewal.

14. If the property insured by this Insurance shall at all the time of any loss be of greater value than the Sum Insured hereby, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

15. Other Insurance

No item shall be insured under more than one Personal All Risk Policy issued by Us. In the event the item is insured under more than one (1) such Policy, We shall consider that it is insured under the Policy which was issued first or provides the greatest amount of Benefit (where applicable) and We shall refund any duplicated Premium payment which may have been made by or on Your behalf.

If at the time of any claim under Benefits covered in this Policy which is on reimbursement basis, there shall be other insurance or takaful cover, either with Us or other companies covering the same risk or any part thereof, We will only pay Our ratable proportion.

16. The due observance and fulfillment of the terms, conditions and endorsements of the policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

17. Sanction Limitation Clause

This Policy shall not provide cover and We shall not be liable to pay any claim or provide any Benefit 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.

18. Right to Terminate due to Anti- Money Laundering and Counter Financing of Terrorism

If We discover, or have justified suspicion, that this Policy is exploited for money laundering activities or to finance Terrorism, We reserve the right to terminate this Policy immediately. We shall deal with all Premiums paid and all Benefits or sums payable in respect of this Policy in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

19. Currency

All payments under this Policy shall be made in the legal currency of Malaysia.

20. Applicable Law

This Policy shall be governed by and interpreted in accordance with the laws of Malaysia.

21. Subrogation

If We shall become liable for any payment under this Policy, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party, and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies, and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

22. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Policy as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Policy. We will notify You in writing three (3) months prior when terms in this Policy need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

23. 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 Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful 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 insurance companies or takaful operators 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 Policy.

Prior to providing Us with the Personal Data of an Insured 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

CLAUSES

The following Clauses are applicable to this Policy:

PREMIUM WARRANTY

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purpose of this warranty and onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy

DATE RECOGNITION CLAUSE

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

- A. The Company 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 Insured 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 Company 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 Company 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 Insured or for the Insured 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 Company 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.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Policy 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 it caused by a deletion a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy :

- (A) Loss of or damage to data or 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 which is the direct consequence of insured 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.

THEFT BY DECEPTION CLAUSE

The Company 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'."

CRIMINAL BREACH OF TRUST

The Company shall not be liable for any loss or damage caused by or attributed to the act or criminal breach of trust by any person within the meaning of the definition of the offence of Criminal Breach of Trust set out in the Penal Code. Criminal Breach of Trust as defined in the Penal Code is as follows:

"Whoever being in any manner entrusted with property or with any dominion over property, dishonestly misappropriates or converts to his own use that property, or dishonestly uses or disposes of that property in violation of any direction of law prescribing the mode in which such trust is to be discharged, or of any legal contract, express or implied, which he has made touching the discharge of such trust, or wilfully suffers any other person so to do, commits 'Criminal Breach of Trust'

EXCESS CLAUSE

It is hereby declared and agreed that the Company shall not be liable for the first AMOUNT AS SPECIFIED IN THE SCHEDULE in respect of each and every loss.

AGREED VALUE CLAUSE

It is hereby declared and agreed that in the event of the within described property being totally lost, destroyed or damaged by perils hereby insured against, the liability of the Insurers shall be limited to but not exceeding the corresponding sum stated in the Schedule of this Policy.

BREACH OF CONDITIONS AND WARRANTIES CLAUSE

The Conditions and Warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the Section only in respect of all the risks to which that breach applied and does not affect the Section in respect of the other risks.

MALICIOUS DAMAGE ENDORSEMENT

It is hereby declared and agreed that the cover of this Policy is extended to include loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of disturbance of the public peace).

LOSS NOTIFICATION CLAUSE (30 DAYS)

Notwithstanding anything contained herein to the contrary, it is agreed that this Insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the insurance company of any circumstances giving rise or likely to give rise to a claim under this Policy provided always that:-

- a) such delay in notification shall not exceed 30 days from the date of discovery of the loss
- b) the Company's right to recover (in the name of Insured or otherwise) from any responsible party for the loss shall not have been prejudiced.
- c) the burden of proving that a loss has occurred shall be upon the Insured.

STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

It is hereby understood and agreed that the words 'Strike, Riot and Civil Commotion' in Exclusions of this Policy shall not apply to any accident loss damage or liability directly caused by:-

- 1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.
- 2) the willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this Endorsement shall not apply to any accident loss damage or liability (except so far as it is necessary to meet the requirements of the Legislation) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:-

- a) war invasion the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war.
- b) Mutiny civil commotion assume the proportions of or amounting to a popular rising military rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it, terrorism or violence or by the direct or indirect consequences of any of the said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident, loss, damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the terms of this Policy.

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Notwithstanding anything stated under the Operative Clause, the Company will indemnify the Insured against loss of or damage to the Property specified in the Schedule due to Fire, Theft and Accidental Damage by External Means.

THEFT ENDORSEMENT

It is hereby declared and agreed that for the purpose of this Policy the word "THEFT" shall mean :-

- a) theft of property from the premises following upon felonious entry of the premises by violent and forcible means or
- b) theft by a person in the premises who subsequently breaks out by violent and forcible means provided there shall be visible marks made upon the premises at the place of such entry or exit.

SANCTION LIMITATION AND EXCLUSION CLAUSE - 1/1/2014

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

PERSONAL DATA PROTECTION ACT

Personal Data shall have the same meaning as described to it as under Section 4 of the Personal Data Protection Act 2010.

Personal Data refers to the personal data furnished by the Insured Person, the Policyholder, or an authorized third party related to the Policy of the Insurance.

Personal Data does not include information on an individual which is in the public domain.

Your and Our 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 Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
2. Other entities within the Maybank Group;
3. Our authorized agents and service providers with whom We have contractual agreements for some of Our functions, services and activities.
4. Other Insurance or Takaful companies and distribution partners (such as banks, islamic banks, insurance brokers, Takaful brokers,
5. reinsurance companies, Retakaful companies);

6. Industry trade association such as Life Insurance Association of Malaysian (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian
7. Takaful Association (MTA);
8. Our merchants and strategic partners;
9. Any parties authorised by You (from time to time); or
10. Enforcement regulatory and governmental agencies as permitted or required by law, authorized 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 an 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 Master Policy.

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

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

POLICY 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:
Etiqa General Insurance 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
Etiqa Oneline: 1300 13 8888
E-mail: info@etiqa.com.my
Homepage: www.etiqa.com.my
3. In the event of claims under this Policy, please call Our Claims Assist at 1300 88 1007.

Complaint Procedure

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's (BNM) 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 Policyholder, in the event that the Claimant or Policyholder is dissatisfied with the decision of Etiqa General Insurance Berhad to a dispute, or Etiqa General Insurance 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 Policyholder 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 Insurance Berhad to the dispute of the Claimant or Policyholder.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Insurance 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 126 of the Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Policyholder's right to take legal action against Etiqa General Insurance Berhad should they be dissatisfied with the outcome by the OFS.

Procedure for Complaint to BNM

Any Policyholder or Claimant who is not satisfied with the conduct of the Insurance Company may write to BNM, giving details of the complaint, the name of the Insurance Company and the Policy number or the claim number.

Copies of the correspondence (if any) between the Policyholder or the Claimant and the Insurance Company may be sent to facilitate tracing the case file kept by the Insurance Company.

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 Insurance 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

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Ahli Kumpulan  **Maybank**