

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Specific Takaful (ST) before you decide to take up this product. You are required to seek clarification with EXIM Bank's (Bank) Relationship Manager assigned to you on any of the terms and conditions governing the said product. Please ensure that you have fully understood the product and the terms and conditions are suited to your financing and/or business requirement.)

## 1. What is this product about?

Specific Takaful (ST) is a credit takaful designed to protect the Participants against risk of non-payment by the Overseas/Malaysian contract awarder/Buyer. Participants are Malaysian exporters who undertake contract for export/ domestic contract.

## 2. What are the Shariah contracts/concepts applicable for this product?

EXIM Bank's Takaful model is based on *Wakalah* and *Mudarabah*, and the applicable Shariah concepts is *Tabarru'* and *Qard*.

### **Wakalah**

Agency contract; *Wakalah* refers to a contract where a party, as principal (*muwakkil*) authorizes another party as his agent (*wakil*) to perform a particular task on matters that may be delegated, with or without imposition of a fee. In terms of Takaful operations, *Wakalah* refers to an agency contract, which may involve a fee for the agent.

### **Mudarabah**

Profit-sharing contract; A contract between a capital provider (*rabbul mal*) and an entrepreneur (*mudarib*) under which the *rabbul mal* provides capital to be managed by the *mudarib* and any profit generated from the capital is shared between the *rabbul mal* and the *mudarib* according to a mutually agreed Profit Sharing Ratio (PSR) whilst financial losses are borne by the *rabbul mal* provided that such losses are not due to the *mudarib's* misconduct, negligence or breach of specified terms.

### **Tabarru'**

Donation; A portion of participant's contribution for the purpose of mutual helps and used to pay claims submitted by eligible claimants.

### **Qard**

Loan; Refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. For takaful operation, in the event of Risk Fund is in deficit, interest-free loan will be extended from Operator Fund to offset the deficit. The *Qard* will be paid back when Risk Fund is back to surplus position.

## 3. What do I get from this product?

	Export	Domestic
<b>Percentage Covered</b>	Up to 90% for commercial and non-commercial risks.	
<b>Type of Risk Covered</b>	<p><b>Commercial Risks:</b></p> <ul style="list-style-type: none"> <li>Buyer insolvency</li> <li>Payment default by buyer within 6 months of goods delivered and accepted</li> </ul> <p><b>Economic Risks:</b></p> <ul style="list-style-type: none"> <li>Blockage or delay in payment transfer</li> <li>Imposition of import restrictions</li> <li>Cancellation of valid license</li> </ul> <p><b>Political Risks:</b></p> <ul style="list-style-type: none"> <li>Occurrence of war, between buyer's country and Malaysia</li> <li>Occurrence of war, hostilities, revolution or other similar civil disturbances in the buyer's country</li> </ul> <p><b>Unforeseeable Event:</b></p> <ul style="list-style-type: none"> <li>Any other causes of loss occurring outside Malaysia, which are beyond control of either the exporter or the buyer</li> </ul>	<p><b>Commercial Risks:</b></p> <ul style="list-style-type: none"> <li>Buyer insolvency</li> <li>Payment default by buyer within 6 months of goods delivered and accepted</li> </ul> <p><b>Economic Risk:</b></p> <ul style="list-style-type: none"> <li>Delay in transfer of payments due to currency inconvertibility</li> </ul>

<b>Payment Terms</b>	Irrevocable Letter of Credit (ILC), Documents Against Payment (DP), Documents Against Acceptance (“DA”) and Open Account (“OA”).	
<b>Commencement of Cover</b>	The protection starts either from the date of contract or the date of shipment.	
<b>Types of Export/ Contract Covered</b>	<ul style="list-style-type: none"> <li>• One-off contract but may be repetitive in nature project or revolving during the contract period.</li> <li>• Minimum local content of 30% of the contract value</li> </ul>	One-off contract which may have repetitive shipments and revolving in nature subject to the coverage period being within the contract validity and the loss amount to be within the approved limit or authority whichever is earlier.

#### 4. How much do I have to pay for the Takaful contribution?

Your contribution will depend on the following criteria;

- Terms of payment
- Market grading
- Market risk
- Credit terms

Please contact our Relationship Manager for more information.

#### 5. What are the fees and charges I have to pay?

For full list of Bank’s fees and charges, please visit our website at <https://www.exim.com.my>

No.	Type of Fees and Charges	Quantum
1.	Wakalah Fee	35% of the contribution
2.	Processing Fee	RM1,000 per application (Not applicable to SME customer).

Please request from your Relationship Manager for the Bank’s Standard Fees and Charges on Islamic Products and Services. If there are any changes in fees and charges that are applicable to your facility, the Bank will notify you at least 21 calendar days prior to the effective date of implementation.

#### 6. What if I fail to fulfil my obligation?

Your Takaful Certificate cannot be enforced. Hence, the business transaction is not covered by us.

#### 7. Can I cancel the Takaful Certificate?

You may cancel your certificate at any time by giving written notice to us.

#### 8. What will happen to my contribution upon cancellation of the certificate?

You are entitled for a refund of the contribution based on unexpired period of Takaful subject to terms and conditions of the certificate.

#### 9. What do I need to do if there are changes to my contact details?

- It is important that you inform the Bank of any changes to your contact details to ensure that all correspondences reach you in a timely manner.
- You may inform the Bank such changes via various channels of communication such as the website or call centre at 03-2601 2000.

## 10. Where can I get an assistance and redress?

If you wish to complain on the product or services provided by us, you may contact us at:

Head, Corporate Communication Department  
Export-Import Bank of Malaysia Berhad  
Level 1, EXIM Bank, Jalan Sultan Ismail,  
50250 Kuala Lumpur, Malaysia  
Tel: +603-26012000  
Fax: +603-26012469  
Website: [www.exim.com.my](http://www.exim.com.my)

If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives. You may contact your Relationship Manager or send an e-mail to us [communications@exim.com.my](mailto:communications@exim.com.my) or contact us at +603-26012000.

Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services and money management, credit counselling, financial education and debt restructuring for SMEs. You can contact AKPK at:

Agensi Kaunseling dan Pengurusan Kredit (AKPK)  
Level 5 and 6, Menara Bumiputera Commerce,  
Jalan Raja Laut, 50350 Kuala Lumpur  
Tel: +603-26167766  
Website: <https://services.akpk.org.my/>

If your query or complain is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

Blok D, Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

OR

Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau) at:  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Tel: +603-22722811  
Fax: +603-22721577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: <http://www.ofs.org.my>

## 11. Where can I get further information?

Additional information on Specific Takaful is available at our office and corporate website: [www.exim.com.my](http://www.exim.com.my)  
If you have any enquiries, please contact us at:

EXPORT-IMPORT BANK OF MALAYSIA BERHAD  
Level 1, EXIM Bank, Jalan Sultan Ismail,  
50250 Kuala Lumpur, Malaysia  
Tel: +603-26012000  
Fax: +603-26012469

## 12. What are other types of credit takaful products available?

- Trade Credit Takaful
- Bankers Trade Credit Takaful
- Overseas Investment Takaful

**IMPORTANT NOTE: YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE RELATIONSHIP MANAGER FOR MORE INFORMATION. WE SHALL INCUR NO LIABILITY IN THE EVENT THAT YOU FAIL TO MAKE PAYMENT ON CONTRIBUTION CHARGED BY US ON A RESPECTIVE COVERAGE.**

The information provided in this disclosure sheet is **valid as at 20 October 2023**.