

PRODUCT DISCLOSURE SHEET

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Overseas Investment Takaful (OIT) 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.)



Overseas Investment Takaful



1. What is this product about?

Overseas Investment Takaful (OIT) is a credit takaful product designed to protect the Malaysian investments abroad against financial loss due to restrictions or blockage on the repatriation of funds by the host country's government, actions by the host country's government resulting in expropriation and war, revolution and insurrection and repudiation of contract by the host government.

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

EXIM Bank's Takaful model is based on *Wakalah* and *Mudarabah*.

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

Percentage Covered	Up to 100% of the amount covered or losses suffered, whichever is lower, due to political risks.	
Type of Risk Covered	Transfer Restrictions: Protect the Investor's losses arising from the inability to convert for instance, dividends, profits, financing repayments received in local currency due to excessive delays, change in law or regulation and lack of foreign exchange. War and Civil Disturbance: Protect the Investor's losses stemming from physical damage to tangible assets or substantial interruption of business due to war and revolution.	Expropriation: Protects the Investor's losses due to actions depriving an investor of ownership of control due to direct and creeping expropriation. Breach of Contract: Protect a Concession Holder against losses arising from repudiation or breach of contract by host government authority. Cover can be considered on case by case basis.
Certificate Period	Up to 15 years.	
Commencement of Cover	Once the contribution and fees are fully paid which is on one-off basis subject to execution of Letter of Offer	
Eligible Investment	<ul style="list-style-type: none"> Equity Shareholder Financing 	<ul style="list-style-type: none"> Commercial Bank Financing Moveable Assets

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

Your contribution will depend on the following criteria;

- Country Grading
- Length of pre-checking List
- Length of credit risk

Please contact our Relationship Manager for more information.

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

Percentage from contribution		
1.	Wakalah Fee	60%
2.	Risk Fund	40%

Profit Sharing Ratio (PSR):

Any profit arising from the investment of Risk Fund will be ploughed back to Risk Fund and share to Operator's Fund in the proportion of 50:50, respectively.

Where applicable:

No.	Type of Fees & Charges	Quantum
1.	Processing Fee	One percent (1%)* on the covered amount subject to a minimum of RM1,000 and maximum RM20,000 payable upon accepting the Letter of Offer ("LO") *subject to terms and condition. ** Above fee is not applicable to SME customer.
2.	Stamp Duty	RM10 in Malaysia and/or stamping requirement in other jurisdiction (if applicable).
3.	Postage / Delivery Charges <u>Local Party</u> <ul style="list-style-type: none"> • Normal Mail • Registered Mail • Courier / Hand delivery <u>Foreign Party</u> <ul style="list-style-type: none"> • Normal Mail • Registered Mail • Courier 	Min.RM3 Min.RM6 Min.RM7 Min.RM4 Min.RM8 Min.RM50 – varies on location

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?

- a) 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.
- b) 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 complaint 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

If your query or complaint 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

11. Where can I get further information?

Additional information on Overseas Investment Takaful is available at our office and corporate website: 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
- Specific 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 30 July 2021.