

## **GROUP PERSONAL ACCIDENT TAKAFUL CERTIFICATE**

**WHEREAS** the Certificate Holder (hereinafter called the "Participant") 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 Takaful Berhad (hereinafter referred to as the Company) for the takaful cover in the terms hereinafter contained.

**IN CONSIDERATION** of the payment by the Participant of the Contribution as stated in the Schedule and subject to the terms, provisions, exclusions and conditions herein or endorsed hereon, the Company agrees to indemnify the Participant during the period of takaful if the Person Covered shall sustain bodily injury caused solely and directly by accidental means which injury shall solely and independently of any other cause result in his death or disablement as within defined, the Company will pay to the Participant or in the case of his death to his legal personal representatives the Compensation as specified in the Schedule.

### **SPECIAL PROVISIONS**

(a) **EXPOSURE**

If following an accident the Person Covered is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only under Death and Total Permanent Disablement.

(b) **DISAPPEARANCE**

If the body of the Person Covered has not been found within a year after the date of disappearance following an accident, the Company may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Person Covered has been established provided that if at any time after the payment has been made by the Company shall be refunded forthwith.

(c) **STRIKE, RIOT AND CIVIL COMMOTION**

This Certificate is extended to cover the Person Covered as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as Person Covered himself is actively participating then this extension becomes null and void.

(d) **MURDER, ASSAULT OR KIDNAPPING**

This Certificate is extended to cover the Person Covered as within mentioned resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Person Covered.

(e) **HIJACKING**

This Certificate is extended to cover the Person Covered as within mentioned resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Person Covered is a passenger, provided always that this extension does not apply if the event results from Exclusion 1 of this Certificate.

(f) **AMATEUR SPORTS ACTIVITIES**

This Certificate is extended to cover the Person Covered as within mentioned resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any accidents arising out of Exclusion 6 of this Certificate.

(g) **ACCIDENTAL DROWNING OR SUFFOCATION**

This Certificate is extended to cover the Person Covered as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

(h) **SNAKE BITES, HARMFUL INSECTS OR FOOD POISONING**

This Certificate is extended to cover the Person Covered as within mentioned resulting from snake bites, harmful insects or accidental food poisoning.

## EXCLUSIONS

This takaful shall not apply to any Event consequent upon or caused by or contributed by or arising from:-

1. (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war  
(b) Mutiny, 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 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.
2. (a) Death or disablement loss or damage directly or indirectly caused by or contributed 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 exclusion combustion shall include any self-sustaining process of nuclear fission.  
(b) Any accident loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
3. Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
For the purpose of this exclusion:  
"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this takaful by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.  
"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.  
"Biological" agent shall mean any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxin (s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or death in humans, animals or plants.
4. The Person Covered while engaging in or taking part in Government regular Police, arm forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
5. The Person Covered whilst traveling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst traveling as a passenger over established air routes in a fully licensed aircraft operated by a recognized Airline.
6. The Person Covered engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, under-water activities involving the use of breathing apparatus, or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
7. The Person Covered being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
8. Sickness or disease of any kind, pregnancy or childbirth or pre-existing physical defect or infirmity, insanity, suicide or intentional self-injury.
9. Provoked murder or assault.
10. Any form of martial arts
11. The Person Covered while committing or attempting to commit any unlawful act
12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
13. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
14. The Person Covered while engaged in riding or pillion riding on a motor cycle as a sport or for any other purpose.

## CONDITIONS

This Certificate 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 Certificate or of the Schedule shall bear such specific meaning wherever it may appear.

1. The Participant shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Person Covered has become affected.  
  
All notices given by the Participant to the Company must be in writing addressed to the Company and must be sent by A.R. Registered post and no alteration in the terms of this Certificate nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.
2. This takaful may be terminated at any time at the request of the Participant, in which case the Company will retain a rateable proportion of the contribution for the time the Certificate has been in force. This Certificate may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Participant at this last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of cancelment.
3. The Company shall unless otherwise expressly provided by endorsement on this Certificate be entitled to treat the Participant as the absolute owner of the Certificate and shall not be bound to recognize any equitable or other claim to or interest in the Certificate and the receipt of the Participant (or of the Participant's legal personal representatives) alone shall be an effectual discharge.
4. If the proposal or declaration of the Participant is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted there from or if this Certificate or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Certificate shall be void.
5. Upon the happening of an accident likely to give rise to a claim under this Certificate the Participant shall within 15 days after the happening of the accident give notice to the Company with full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.  
  
The Participant (or the Participant's legal personal representatives) shall at the expense of the Participant furnish to the Company all such certificates, information and evidence as may be required by the Company and the Person Covered shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the Person Covered, the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation stating the time and place of any inquest appointed.  
  
The Death of the Person Covered shall be established by an Official Death Certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a Court Order presuming his death.  
  
If the Company shall disclaim liability to the Participant (or to the Participant's legal personal representatives) for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.
6. The Person Covered shall not be less than 12 years of age or more than 65 years of age.
7. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within tow (2) calendar months after having required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within tow (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion for the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
8. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant or by any Claimant under this Certificate in so far as they relate to anything to be done or complied with by the Participant or by any Claimant under this Certificate and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
9. If the contribution for this Certificate has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Participant shall within one month from the expiry of each period of takaful furnish to the Company such particulars and information or the Company may require, the contribution for such period thereon be adjusted and the difference paid by or to the Participant on the case may be.

10. During the course of the employment of the Person Covered by the Participant, the Participant shall take all reasonable precautions to prevent accidents and shall comply with all Statutory obligations relating to such employment.
11. Any receipt of discharge which the Person Covered or his legal personal representatives may give to the Company for any capital sum or compensation under this Certificate shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury resulting to the Person Covered in consequence of the accident whether resulting before or after the date of such receipt or discharge.
12. 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 helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa Takaful Berhad (ETB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits ETB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and ETB to be paid a Wakalah Fee based on the following rates:

Commission (maximum)	25% of Contribution
Management expenses	20% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that ETB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit Malaysia Ten), the surplus is to be credited into a charity fund which will be utilized as 'amal jariah' on behalf of the Participant.

## SCALE OF BENEFITS

EVENT: Bodily injury caused solely and directly by accidental means which independently of any other cause shall within 12 calendar months result in death.

RESULT	DESCRIPTION	COMPENSATION
A	Death	Amount stated in the Schedule
B	Total and Permanent Loss or Disablement (Total Paralysis)	Amount stated in the Schedule

Compensation shall not be payable :

1. in respect of Results A and B for more than the Death Compensation in the aggregate during any Period of Takaful.
2. for any specific Result where greater Compensation is payable for a Result which includes such specific Result.
3. for any of the Result until the total amount has been agreed.

## CLAUSES

### THE FOLLOWING CLAUSES ARE APPLICABLE TO THIS CERTIFICATE:

#### CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of takaful that the contribution due must be paid and received by the company within sixty (60) days from the inception date of this certificate/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 contribution for the period they have been on risk.

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

#### SANCTION LIMITATION AND EXCLUSION CLAUSE - 1/1/2014

This Certificate 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 United States of America.

#### CHANGES IN TAXATION, REGULATIONS AND LEGISLATION

We may vary the terms of the Certificate of Takaful if there are changes in taxation, regulations or legislation, or a directive is issued by any government authority, which imposes responsibilities on either party or which affects any of the terms of the Certificate of Takaful. The changes will be determined by Us to be appropriate and equitable. We will notify the effected Participant or Persons Covered in writing, when the terms in the Certificate of Takaful need to be changed.

#### GOODS AND SERVICES TAX

If any supply of services made under the Certificate is a taxable supply to which the GST would apply, then We reserve the right to levy GST at the prescribed rate and You agree to pay the amount of GST. If the GST due hereunder by You to Us shall be required to be recovered through any process of law, or if the said GST or any part thereof shall be placed in the hands of solicitors for collection, You shall pay (in addition to the said GST) our solicitor's fees and any other fees or expenses incurred in respect of such collection as may be determined by the Court of Law.

#### 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 Person Covered, the Participant, or an authorized third party related to the Certificate of Takaful.

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 Insurance Berhad, Etiqa 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, reinsurance companies, Retakaful companies);
- 5) Industry trade association such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA);
- 6) Our merchants and strategic partners;
- 7) Any parties authorised by You (from time to time); or
- 8) 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 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 a Person Covered, 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 Online at 1300 13 8888, or refer to Our website at [www.etiqa.com.my](http://www.etiqa.com.my)

**IMPORTANT NOTICE - applicable to ALL CONSUMER Products**

(Takaful wholly for purposes unrelated to your trade, business or profession)

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You had 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 were 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.

**IMPORTANTANCE NOTICE - applicable to ALL NON CONSUMER Products**

(Takaful wholly for purposes related to your trade, business or Profession)

This Certificate is issued in consideration of the payment of contribution as specified in the Certificate Schedule and pursuant to the answers given in Your Proposal Form (or when you applied for this Takaful) and any other disclosures made by you between the time of submission of Your Proposal Form (or when you applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by you shall form part of this contract of takaful between you and us. In the event of any pre-contractual misrepresentation made in relation to your answers or in any disclosures made by you, it 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.

This Certificate reflects the terms and conditions of the contract of takaful as agreed between you and us.

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO FMB**

Any Participant who is not satisfied with the decision of the senior management of an Takaful Company, may write to the "Mediator, Takaful Division of FMB", giving details of the dispute, the name of the Takaful Company and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Company may be sent to facilitate tracing the case file kept by the Takaful Company.

If the Mediator makes an award against a Takaful Company, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Company can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB. The contact address is as follows:

**Financial Mediation Bureau (FMB)**  
**Level 25, Main Block**  
**Menara Takaful Malaysia**  
**No. 4, Jalan Sultan Sulaiman**  
**50000 Kuala Lumpur**  
**Telephone Number: 03 2272 2811**  
**Facsimile Number: 03 2272 1577**  
**E-mail: [enquiry@fmb.org.my](mailto:enquiry@fmb.org.my)**  
**Website: [www.fmb.org.my](http://www.fmb.org.my)**

### **PROCEDURE FOR COMPLAINT TO CSB**

Any Participant or claimant who is not satisfied with the conduct of the Takaful Company may write to CSB, giving details of the complaint, the name of Takaful Company and Certificate number or the Claim number.

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

The contact details are as follows:

**Director**  
**Jabatan LINK dan Pejabat Wilayah**  
**Bank Negara Malaysia**  
**P. O. Box 10922**  
**50929 Kuala Lumpur**  
**Telephone Number: 1 300 88 5465**  
**Facsimile Number: 03 21741515**  
**E-mail: [bnmtelelink@bnm.gov.my](mailto: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:

**Head, Customer Service**  
**Level 4, Tower C, Dataran Maybank**  
**No. 1, Jalan Maarof**  
**59000 Kuala Lumpur, Malaysia**  
**Telephone Number: 1300 13 8888 or +603 2780 4500**  
**Facsimile Number: 03 2785 3093**  
**E-mail: [cmu@etiqa.com.my](mailto:cmu@etiqa.com.my)**