

Domestic Servant Takaful Scheme Certificate

This Certificate is issued in consideration of the payment of contribution specified in the Takaful Schedule and pursuant to the answers provided in Your Application Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures provided by You shall form part of this contract of Takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures provided by You, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of Takaful as agreed between You (the participant) and Us (Etiqa Takaful Berhad).

SECTION 1 – PERSONAL ACCIDENT

If the Covered Person under this Contract shall sustain bodily injury caused by violent, accidental, external and visible means which injury shall solely and independently of any other cause result in her death or disablement as within defined, which occurs during the Period of Takaful, the Takaful Operator will pay to the Participant and/or the Covered Person or in the event of her death to her legal representative the sums of money set forth in the Schedule of Benefit or in any endorsement attached hereto.

- a) A sum of RM 20,000.00 in the event of accidental death.
- b) A sum of RM 20,000.00 in respect of Permanent Disablement occurred within twelve (12) months to the date of accident or in equivalent to the respective percentage to the capital sum covered on the loss of member as per Table of Permanent Disablement Benefits.
- c) The actual medical expenses incurred for in-patient including the cost of all medicines drugs and the use of diagnostic equipment up to RM 2,000.00 after deducting an excess of RM 200.00 each and every loss.

SPECIAL PROVISION TO SECTION 1

1. Loss of limb or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total of sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. Payment shall only be made either Benefit (a) or (b) and not both.
4. The maximum Benefit payable under (a) and (b) above shall be RM 20,000.00.

SPECIAL CONDITIONS TO SECTION 1

1. This Takaful shall not apply to a Covered Person who has attained the age of sixty-five (65) years.
2. Notice in writing must be given to the Takaful Operator of any accident to a Covered Person which may give rise to a claim under this Section within ten (10) days of the accident.

All report, certificate and information required by the Takaful Operator shall be furnished by the Participant. The Covered Person shall from time to time submit herself to medical examination at the expense of the Takaful Operator as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Takaful Operator shall be allowed to make a post-mortem examination of the body of the Covered Person at the Takaful Operator's expense.

3. For the purpose of this Takaful, General Condition 6 (Other Takaful) shall not apply to (a), (b) & (c) of this Section.
4. This Section is not assignable and payment of any Benefit under this section shall only be made to the Covered Person or his beneficiary/estate whose receipt shall be a discharge to the Takaful Operator.

EXCEPTIONS TO SECTION 1

1. No payment will be made under this section for bodily injury consequent upon:
 - a) Any unlawful act of the Covered Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self-injury;
 - b) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity or Acquired Immune Deficiency Syndrome (AIDS);
 - c) A complication of pregnancy, childbirth, miscarriage (except accidental miscarriage) or abortion;

- d) Rock climbing, mountaineering (which requires the use of ropes or guides), skin diving, parachuting, polo, steeple-chasing, big game hunting or racing of any kind other than on foot;
- e) Flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers;
- f) Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing; or
- g) Sexual assault by the Participant or any member of his household.

SECTION 2 – REPATRIATION EXPENSES

The Takaful Operator will subject to the terms of this Section indemnify the Participant for repatriation expenses (defined below) for the sum not exceeding RM 5,000.00 if during the Period of Takaful the Covered Person shall sustained bodily injury resulting in death or suffers permanent total disablement from whatsoever cause within twelve (12) months.

Payment of any valid claim under this Section will be on a reimbursement basis against actual and reasonable costs incurred in repatriating the Covered Person back to her country of origin.

DEFINITION TO SECTION 2

The repatriation expenses are deemed to be reasonable charges incurred for:

1. The transportation of the Covered Person to her home country following bodily injury or sickness which results in her total permanent disablement.
2. Burial or cremation of the Covered Person's body in the locality where death occurred and/or transportation of body or ashes to the Covered Person home country.

The permanent disablement would mean any form of permanent disablement which renders the Covered Person totally and permanently incapable of carrying out the normal duties and functions of any type of job continually and uninterruptedly for a period of at least six (6) months.

SECTION 3 – HOSPITAL AND SURGICAL EXPENSES

The Takaful Operator will subject to the terms of this Section indemnify the Participant for expenses in respect of hospital, medical or surgical nursing home and nursing fees and charges necessarily incurred as an in-patient including the cost of all medication, drugs and the use of diagnostic equipment and subsequent outpatient treatment related solely to the hospitalization necessarily incurred by the Covered Person provided such expenses are incurred in Malaysia only.

Provided always that:

1. The expenses are incurred in respect of treatment or service undertaken and recommended by a licensed and registered hospital at standard class 3 rate or class 2 in case in the event of non-availability of class 3 ward.
2. The expenses resulting from disease or illness declaring itself or accidental bodily injury sustained are incurred during the Period of Takaful in respect of the Covered Person.
3. Recurrent attacks symptoms or complication arising from the same initial cause shall be considered as one illness, disease or bodily injury.
4. The liability of the Takaful Operator for the Period of Takaful shall not exceed the limit of liability set out in the Schedule of Benefit.

GENERAL EXCEPTIONS

The Takaful Operator will not indemnify the Participant and/or the Covered Person against:

1. Any action for compensation brought in the Courts of Law of any territory outside Malaysia;
2. HIV (Human Immunodeficiency Virus) and/or any HIV related Illness including AIDS (Acquired Immune Deficiency Syndrome (AIDS) and/or AIDS Related Complex (ARC) and/or any mutant derivative or variations howsoever this syndrome has been acquired or may be named;
3. Death or disablement directly or indirectly caused by or contributed by or arising from:
 - i) 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.
 - ii) Any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Any “**act of nuclear, chemical, biological terrorism**” (as defined below) regardless of any other cause or event contributing 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 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 toxins(s) including genetically modified organisms and chemically synthesizes toxins(s) which cause illness and/or death in humans, animals or plants.

4. i) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not);
- ii) Civil war, mutiny, civil commotion assuming the proportions, of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power;
- iii) 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; or
- iv) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any *de jure* or *de facto* Government or to the influencing of it by **terrorism** or violence.

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 purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.

GENERAL CONDITIONS

1. DEFINITIONS

Period of Takaful shall mean the period specified in the Schedule and during which the Covered Person is in immediate employment of the Participant or until the cessation of the employment permit whichever is the earlier but excluding the period when Covered Person returns to her home country. Cover ceases from the time the Covered Person leaves Malaysia and resumes upon her return to Malaysia. The territorial limit of this Certificate is within Malaysia only.

2. INTERPRETATION

This Certificate and the Schedule shall be read together as one contract and any word or expression to which a specified meaning has been attached in any part of this Certificate or of Schedule shall bear such meaning wherever it may appear.

3. OBSERVANCE

The liability of the Takaful Operator shall be conditional on the observance by the Participant and the Covered Person of the terms of this Certificate.

4. PRECAUTION

The Participant and the Covered Person shall comply with all statutory obligations.

5. CLAIMS CONDITIONS

a) Notification of Accident

All claims must be made by You or through You or Your legal representatives, to Us within thirty (30) days of any injury which may result in a claim under this Certificate.

b) Documentation

All medical reports, certificates, information and evidence required by Us to support a claim, must be provided at Your expense or at the expense of any claimant in the event of death of the Covered Person. The Covered Person may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to death of a Covered Person, We shall require sight of the death certificate and may require a post-mortem report at Your expense.

Claims are not deemed complete and eligible Benefits are not payable unless all medical reports, certificates, information and evidence required by Us have been submitted to Us. In the case of a claim for a Benefit related to medical reimbursement, only the actual costs incurred, which are medically necessary, shall be considered for reimbursement subject to the presentation of original receipt(s).

Any variation to documentation requirements shall be at our sole discretion.

c) Claim Settlement

- i) We will pay any Benefit due under this Certificate to You or in the event of Your death, to Your estate in accordance with the Islamic Financial Services Act 2013.
- ii) The payment of claims under this Certificate is dependent upon observance of its terms and conditions by You, and so far as they apply, by the Covered Person or any other claimant.
- iii) If an accident happens which gives rise to a claim in respect of which we make a payment under Death or Total Permanent Disability as specified in this Certificate Contract, the Certificate Contract shall thereafter cease, to apply to that Covered Person.

6. OTHER TAKAFUL

If at the time any loss, damage or liability hereby covered there be any other subsisting Takaful whether effected by the Participant or by any other person or persons covering such loss, damage or liability the Takaful Operator shall not be liable to pay or contribute more than its rateable proportion of such loss, damage or liability.

7. INTEREST & CURRENCY

All payments under the Takaful Certificate shall be made in the legal currency of Malaysia.

8. CASH BEFORE COVER

It is fundamental and absolute special condition of this contract of takaful that the full contribution due must be paid and received by

Us before the takaful cover under the Certificate, Endorsement or Renewal as the case may be, can commence based on the payment mode You have selected as specified below. If this condition is not complied with then this Certificate is automatically null and void.

Subject otherwise to the terms and conditions of this Takaful.

9. DISTRIBUTION OF SURPLUS

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 surplus from the Fund will be determined annually. 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 as a performance fee for operating and managing the Fund, and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claim 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 from the shareholders fund 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. If the surplus is less than Ringgit Malaysia Ten (RM10.00), We shall credit such sum into a charitable fund, which will be utilized as Amal Jariah on behalf of the Participants. The charitable fund will be distributed to registered charitable organizations.

10. SANCTION LIMITATION CLAUSE

This Takaful Certificate not provide cover and the Takaful Operator 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 Takaful Operator to any Sanction, prohibition or restriction under the Comprehensive Iran Sanctions, Accountability and Divestment (CISAD) Act or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom.

11. RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

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

12. RIGHT TO NOMINATE

Where the Participant is the Person Covered, the Participant of the Certificate may nominate an individual to receive Takaful Benefits payable upon death of the Person Covered, either as an Executor, or as a Beneficiary under a Conditional Hibah; or

The nomination or assignment may be made:

- a) At the time of application; or
- b) By notifying Us in writing.

The Participant may specify the shares of Takaful Benefit be paid to each Nominee. In the absence of such specified shares, We shall pay the Nominees in equal shares.

Where there is more than one Nominee and any particular Nominee who is nominated as a Beneficiary under Conditional Hibah predeceases the Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant has made a subsequent nomination in place of the deceased Nominee.

A Nomination of a Beneficiary under Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Participant to the Nominee. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, or be subject to his or her debt.

Obligations of nominated Executors

Where the Nominee is appointed as Executor, the share of the Executor will be set out in the Nomination of Executor Form.

For Muslim Participants, the Executor has to distribute the Takaful Benefits as specified under the Islamic Financial Services Act 2013, Islamic Law and any other applicable laws relating to the distribution of the estate of the deceased Participant.

For Non-Muslim Participants, the Executor has to distribute the Takaful Benefits according to the will of the deceased Participant, and any other applicable laws relating to the distribution of the estate of the deceased Participant. If at the time of claim, an Executor has predeceased the Participant, the percentage of the deceased Executor will be distributed equally among any surviving Executors, who will then act as Executors to distribute the proceeds.

Right to revoke a nomination

A nomination shall be revoked:

- a) Upon the death of all Nominees during the Participant's lifetime;
- b) By a notice in writing from the Participant to Us; or
- c) By any subsequent nomination by the Participant to Us.

A nomination shall not be revoked by a will or by any other act, event or means.

SCHEDULE OF BENEFITS

| Sections | Benefits | Sum Covered (RM) |
|-----------|---|---------------------------------|
| Section 1 | Personal Accident: a) Accidental Death b) Permanent Disablement c) Medical Expense (Excess: RM 200.00) | 20,000 20,000 Up to 2,000 |
| Section 2 | Repatriation Expenses | Up to 5,000 |
| Section 3 | Hospitalization & Surgical Expenses | Up to 2,500 |

Table of Permanent Disablement Benefits

| Description of Disablement | Percentage of the Capital Sum Covered |
|--|---------------------------------------|
| Loss of two limbs | 100% |
| Total paralysis | 100% |
| Loss of both hands or all fingers and both thumbs | 100% |
| Injuries resulting in being permanently bedridden | 100% |
| Loss of one arm: a) at shoulder b) between shoulder and elbow c) at elbow d) between elbow and wrist | 100% 100% 100% 100% |
| Loss of hand at wrist | 100% |
| Loss of four fingers and thumb of one hand | 50% |
| Loss of four fingers | 50% |
| Loss of Leg: a) at hip b) between knee and hip c) below knee | 100% 100% 100% |
| Eye: a) Total loss of sight of both eyes: b) Loss of both eye c) Loss of sight of one eye d) Loss of one eye | 100% 100% 50% 50% |
| Loss of hearing of both ears | 75% |
| Permanent total loss of use of member shall be treated as loss of member. | |
| The aggregate of all percentage payable in respect of any one accident shall not exceed 100% | |

CERTIFICATE INFORMATION STATEMENT

- In case of any changes to Your address, please inform Us immediately.
- If You have any enquiries other than claims, please contact Us at:

 Etiqa Takaful Berhad (266243-D)
 Level 19, Tower C, Dataran Maybank
 No. 1, Jalan Maarof
 59000 Kuala Lumpur, Malaysia
 Telephone Number: +603 2297 3888
 Facsimile Number: +603 2297 3800
 Etiqa Online: 1300 13 8888
 E-mail: info@etiqa.com.my
 Homepage: www.etiqa.com.my
- In the event of claims under the 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
Etiqa Takaful berhad (266243-D)
Level 20, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)
Facsimile Number: +603 2785 3093
E-mail: cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) 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 the decision of Etiqa Takaful Berhad to a dispute, or Etiqa Takaful 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
(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 Etiqa Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa Takaful 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 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant or Participant's right to take legal action against Etiqa Takaful Berhad should they be dissatisfied with the outcome by the OFS.

PROCEDURE FOR COMPLAINT TO CSB

Any Covered Person or Claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, 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 Covered Person 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: bnmtelelink@bnm.gov.my