



STAMP DUTY
PAID

Employer's Liability Takaful Certificate

Whereas the Certificate Holder (hereinafter called the 'Participant') carrying on the Business described in the Schedule and no other for the purpose of this takaful by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Takaful Berhad (266243D)** (hereinafter referred to as "the Company") for the takaful cover hereinafter contained and has paid or agreed to pay the Contribution as consideration for such takaful.

Now this Certificate witnesseth that if any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the Business.

The Company will subject to the terms, provisos, exclusions and conditions herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate) in respect of such injury or disease indemnify the Participant against liability.

- (a) at law for damages and claimant's costs and expenses
- (b) to reimburse the Social Security Organisation by virtue of Section 47 of the Employees' Social Security Act, 1969 and will in addition pay all costs and expenses incurred with the Company's written consent.

The Company will also in the event of the death of the Participant indemnify the Participant's legal personal representatives in the Terms of this Certificate in respect of liability incurred by the Participant provided that such personal representatives shall as though they were the Participant observe fulfill and be subject to the Terms of this Certificate in so far as they can apply.

Exclusions

The Company shall not be liable in respect of

- (a) the Participant's liability to employees of contractors to the Participant
- (b) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party
- (d) any injury by accident or disease sustained outside the Geographical Area
- (e) any liability of the Participant to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any Workmen's Compensation Law
- (f) any injury by accident or disease attributable to or occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
 - i. war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war

- ii. 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.
- iii. 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.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. 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. nuclear weapons material.
- (h) 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.

Conditions

1. 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.
2. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Company. No change in this Certificate shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.
3. The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence, which may give, rise to a claim under this Certificate the Participant shall give written notice to the Company as soon as possible or not later than fifteen (15) days from the date of occurrence and in any case within six (6) weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Participant shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
5. No admission offer promise or payment shall be made by or on behalf of the Participant without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all information and assistance as the Company may require.
6. If at the time any claim arises under this Certificate there be any other takaful or insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith

7. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each Period of Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Takaful within one month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
8. This takaful may be terminated at any time at the request of the Participant, in which case the Company will retain the pro rata rate for the time the certificate has been in force. This takaful 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 his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the contribution for the unexpired term from the date of cancellation. Contribution shall be adjusted in accordance with Condition 6.
9. 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 two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (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 at the discretion of 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.
10. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant in so far as they relate to anything to be done or complied with by the Participant 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 Certificate.
11. 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 utilised as 'amal jariah' on behalf of the Participant.

Clauses

The following clause, endorsements and warranties are applicable to this certificate:

1. 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 on the period they have been on risk.

Where the contribution 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 the onus of proving that the contribution payable was received by a person, including the takaful agent, who was not authorised to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

2. Date Recognition Clause

It is noted and agreed that this Certificate 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 Participant 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 recognise 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 Participant or for the Participant 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 recognise 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 above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

3. Jurisdiction Clause

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Participant which are not incurred in and recoverable in Malaysia.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

4. Common Law Liability Clause

It is hereby declared and agreed that notwithstanding anything stated to the contrary herein, this Certificate indemnifies the Participant against all sum for which the Participant shall be liable at Common Law up to a Maximum of sum as specified in the schedule as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and in the aggregate during the period of takaful.

The following clauses, endorsements and warranties are applicable to this certificate if specified in the schedule:

1. Employee to Employee Clause

If any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the business stated in the Schedule the Company will at the request of the Participant Indemnify any other employee of the Participant engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he was the Participant observe, fulfill and be subject to the Terms of the Certificate in so far as they can apply.

2. Temporary Visits Overseas Clause

Notwithstanding anything in the within Certificate contained to the contrary, this Certificate extends to cover legal liability of the Participant as within defined in respect of travel out of the territorial limits anywhere in the world by Employees and/or Directors of the Participant.

Subject otherwise to the terms, exclusions and conditions of the Certificate.

3. Work Away Risks Endorsement

It is hereby declared and agreed that this Certificate is extended to indemnify the Participant's employees whilst engaged in the Participant's business anywhere in Malaysia.

Provided always that the liability of the Company under this extension shall not exceed the limits of liability granted under this Certificate.

Subject otherwise to the terms, exclusions and conditions of the Certificate.

4. Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is agreed that this takaful will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Certificate but limited to thirty (30) days from the date of accident.

Subject otherwise to the terms, exclusions and conditions of the Certificate.

5. Co-Takaful And Leader Clause

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above- mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

Important Notice

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's 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 Participant 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 Participant 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
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:

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