

## Foreign Workers Compensation Scheme Takaful Certificate

WHEREAS the Participant by a proposal and declaration which shall be basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Takaful Berhad** (the Company) for the takaful hereinafter contained and in consideration of the payment by the Participant to the Company of the Contribution.

Now this Certificate witnesses that in respect of events occurring during the Period of Takaful and subject to the terms limitations exceptions and conditions contained herein or endorsed hereon hereinafter collectively referred to as "the Terms of the Certificate". the Company will indemnify the Participant as per the Terms stated in the various Sections of the Certificate.

PROVIDED ALWAYS that the due observance and fulfillment of the Terms Conditions and Provisions contained herein or endorsed hereof which are to be read as part of this Certificate, shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of the Company to make any settlement under this Certificate.

### Section 1 – Workmen’s Compensation Takaful

If at any time during Period of Takaful any foreign workers employed by the Participant as stated in the Schedule shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Participant and if the Participant shall be liable to pay compensation for such injury under the Law(s) set out in the Certificate then subject to the Terms of this Certificate contained herein or endorsed hereon the Company will indemnify the Participant against all sums for which the Participant shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitutions of other legislation therefore this Section shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

#### LAW(S)

As amended up to the date of commencement of this Certificate.

WORKMEN’S COMPENSATION ACT 1952  
WORKMEN’S COMPENSATION (AMENDMENT) ACT 1956  
WORKMEN’S COMPENSATION (AMENDMENT) ACT 1976  
MODIFICATION OF LAWS(WORKMEN’S COMPENSATION) (EXTENSION AND MODIFICATION) ORDER 1981  
WORKMEN’S COMPENSATION (AMENDMENT) ACT 1996  
WORKMEN’S COMPENSATION (FOREIGN WORKERS COMPENSATION SCHEME (INSURANCE) ORDER 1998  
WORKMEN’S COMPENSATION (FOREIGN WORKERS COMPENSATION SCHEME (INSURANCE) (AMENDMENT) NO.2 ORDER 2002

And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Certificate.

#### SPECIAL CONDITION TO SECTION 1

In the event of death of the covered workman resulting from personal injury by accident in the course of employment the Company shall pay and extra sum of RM7,000.00

#### EXCEPTIONS TO SECTION 1

The Company shall not be liable under this Section in respect of

- (a) the Participant’s liability to employees of contractors to the Participant
- (b) any employee who is not a “workman” within the meaning of the Law(s)

#### COMMON LAW LIABILITY EXCLUSION

Notwithstanding anything herein contained to the country, it is hereby declared and agreed that the indemnity granted by this Section does not include Common Law Liability.

## Section 2 – Repatriation Expenses

The Company will subject to the terms of this Section indemnify the Participant for the repatriation expenses (defined below) incurred

- (a) If during the Period of Takaful the Covered Person dies or suffers permanent total disablement.
- (b) If the Covered Person dies or suffers permanent total disablement within twelve months of the accident or sickness occurring during the period of the takaful.

### DEFINITION TO SECTION 2

The repatriation expenses incurred shall be the actual expenses or RM4,800.00 whichever is the lesser for the transportation of the Covered Person to his/her home country of origin.

## Section 3 – Personal Accident Takaful (Off Work Hours)

The Company shall subject to the items of this Section pay to the Covered person or his legal personal representatives in respect of personal injury sustained in an accident which occurs during the period of takaful and outside the working hours of the Covered Person:

- (a) a sum of RM23,000.00 in the event of death or permanent total disablement occurring within 12 months of the accident; and/or
- (b) a sum of money based on the capital sum of RM23,000.000 calculated in accordance with the First Schedule of the Workmen's Compensation (amendments) Act 1996 In respect of Permanent Partial Disablement; and or
- (c) a sum of money calculated in accordance with Section 8(e) of Workmen's Compensation Act 1952 for temporary disablement
- (d) medical expenses in accordance to the provisions of the Workmen's Compensation Act 1952.

### Territorial Limit: Malaysia

### SPECIAL PROVISIONS TO SECTION 3

1. "Loss" of a limb or member or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total 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 be made either Benefit (a) or (b) and not both
4. The maximum benefit payable under (a) and (b) above shall be RM23,000.00

### SPECIAL CONDITIONS TO SECTION 3

1. This takaful shall not apply to a Covered Person who has attained the age of 65 years.
2. Notice in writing must be given to the Company 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 reports certificates and information required by the Company shall be furnished by the Participant. The Covered Person shall from time to time submit himself to medical examination at the expense of the Company 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 Company shall be allowed to make a post-mortem examination of the body of the Covered Person at the Company's expense.

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

### EXCEPTIONS TO SECTION 3

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 AIDS,
  - (c) pregnancy or childbirth, miscarriage or abortion.
  - (d) rock climbing, mountaineering (which requires the use of ropes or guides), skin diving, parachuting, playing polo, steeplechasing, big game hunting or hunting, 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.
  - (g) works carried out in relation to the Covered Person's employment with the Participant.

## General Exceptions

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

1. any actions for compensations brought in the Courts of Law of any territory outside Malaysia.
2. loss damage injury by accident or disease directly or indirectly occasioned by or happening through or in consequence of
  - (a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
  - (b) any act of any person or persons acting on behalf or in connection with any organisation with activities directed towards the overthrow by forces of any de jure or de facto Government or to 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 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.

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.

3. any loss damage injury or liability directly or indirectly caused by or in consequence of or contributed to by
  - (a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.  
Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) nuclear weapons materials.

## General Conditions

### 1. DEFINITION

Period of takaful shall mean the period specified in the Schedule and during which the Covered Person is in immediate employment of the Participant BUT EXCLUDING the period when the Covered Person returns to his/her home country. Cover ceases from the time the Covered Person leaves Malaysia and resumes upon his return to Malaysia.

### 2. INTERPRETATION

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 meaning wherever it may appear.

### 3. OBSERVANCE

The liability of the Company 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. CLAIM PROCEDURE

- (a) On the happening of any accident which may give rise to a claim under this Certificate the Participant shall;
- (i) report the accident immediately to the Labour Department as provided under section 13(1) & (2) of the Workmen's Compensation Act 1952.
  - (ii) give notice in writing within ten (10) days of the accident to the Company stating the circumstances of the accident and nature of injury.
- (b) Compensation payable as assessed by the Commissioner in accordance with the Act shall be paid within 7 days of receipt by the Company of such assessment.

### 6. OTHER TAKAFUL AND INSURANCES

If at the time of any loss damage or liability hereby covered there be any other subsisting takaful or insurances whether effected by the Participant or by any other person or persons covering such loss damage or liability the Company shall not be liable to pay or contribute more than its rate able proportion of such loss damage or liability.

### 7. TAKAFUL AND SURPLUS DISTRIBUTION CLAUSE

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) : 10% 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.

## 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 an 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 2174 1515**

**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, CustomerService**

**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)**