

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.

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 cancellation.
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 16 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 two (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 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 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. 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 such employee together with the amount of wages salary and other earnings shall be duly recorded in a proper wages book. The Participant shall at all times allow the Company to inspect such book 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 of such period of takaful.

Where Benefits are expressed as a proportion of annual salaries or wages and in the event of such cancellation of this Certificate either in its entirety or in respect of any particular Person Covered, the relative contribution for the period from the commencement of the then current period of takaful to the date of such cancellation shall be regulated as provided in above paragraph.

11. 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.
12. 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.
13. 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, loss or disablement or necessitate medical and surgical treatment.

RESULT	DESCRIPTION	COMPENSATION
A	Death	Amount stated in the Schedule
B	Total and Permanent Loss or Disablement	A percentage of the amount as stated in the Schedule
1	Total and permanent disablement from following any employment or occupation	100%
2	Total and permanent loss of all sight in one or both eyes	100%
3	Total loss by physical severance or total and permanent loss of use of :	
	a. One or both hands at wrist	100%
	b. Arm at shoulder	100%
	c. Arm between shoulder and elbow	100%
	d. Arm at or below elbow	100%
	e. Leg at hip	100%
	f. Leg between knee and hip	100%
	g. Leg at or below knee	100%
4	Total and permanent loss of:	
	a. Sight in one eye except perception of light	50%
	b. Lens of one eye	50%
5	Total loss by physical severance or total and permanent loss of use of :	
	a. Thumb and 4 fingers of one hand	50%
	b. 4 fingers of one hand	40%
	c. Thumb	
	- 2 phalanges	25%
	- 1 phalanx	10%
	d. Index finger	
	- 3 phalanges	15%
	- 2 phalanges	8%
	- 1 phalanx	4%
	e. Middle finger	
	- 3 phalanges	10%
	- 2 phalanges	4%
	- 1 phalanx	2%
	f. Ring finger	
	- 3 phalanges	8%
	- 2 phalanges	4%
	- 1 phalanx	2%
	g. Little finger	
	- 3 phalanges	6%
	- 2 phalanges	4%
	- 1 phalanx	2%
	h. Metacarpals	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
	i. All toes of one foot	18%
	j. Great toe	
	- 2 phalanges	6%
	- 1 phalanx	3%
	k. Any other toe	3%
6	Total and permanent loss of	
	a. Hearing in both ears	75%
	b. Hearing in one ear	15%
7	Total and permanent loss of speech	50%
	Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale.	
	"Total and permanent loss" includes total and permanent loss of use	
C	Temporary Total disablement from engaging in or attending to usual business. <u>Weekly compensation at the rate stated</u>	Amount as per Schedule
D	Temporary Partial disablement from engaging in or attending to usual business <u>Weekly compensation at the rate stated</u>	Amount as per Schedule

E	Reasonable medical, surgical, hospital, nursing home and nursing fees or charges <u>necessarily within twelve months from the happening</u> of the event	Amount as per Schedule
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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 Results A and B(1), B(2) and B(3) caused by the same event except as regards Result A if Compensation has been paid or is payable for Result B(4), B(5), B(6) and B(7) in respect of the same Event the amount payable shall be limited to the sum by which Compensation A exceeds such Compensation.
3. for Result C and D for the same period of disablement nor for any period of disablement subsequent to Compensation becoming payable for Results B caused by the same Event.
4. in respect of Results C and D or C and D combined for any period in excess of 104 weeks from the happening of the Event.
5. for any specific Result where greater Compensation is payable for a Result which includes such specific Result.
6. 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 purposed 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.

AUTOMATIC ADDITIONS AND DELETIONS

Additional personnel will be automatically held covered under this Certificate provided that notice of each addition be advised by the Participant within 60 days of the date of commencement of employment and the appropriate additional contribution paid. Deletion of Person Covered will be similarly effected from the date of termination of their employment.

Subject otherwise to the terms provisions and conditions of this Certificate.

THE FOLLOWING ENDORSEMENTS/CLAUSES/WARRANTIES SHALL APPLY TO AND FORM PART OF THIS CERTIFICATE WHEN SPECIFICALLY MENTIONED IN THE SCHEDULE OR ENDORSED THERETO :

BENEFICIARY CLAUSE

It is hereby declared and agreed that in the event of the death of the participant by accidental all compensation due under the within Certificate shall be payable to the name(s) as stated in the Schedule whose receipt shall be a full and final discharged to the Company in respect of such compensation.

CHARTERED AND NON-SCHEDULE FLYING CLAUSE

It is hereby declared and agreed that this Certificate is extended to include Death or Disablement as within defined in the Certificate whilst the Covered person is riding solely as a passenger, and not as an operator or crew member in, boarding or alighting from any certificated aircraft and/or helicopter having a current and valid air worthiness certificate, on any regular, schedule and/or non-schedule, special or chartered flight and piloted by a rating authorizing him to pilot such aircraft and/or helicopter.

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, exclusions 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.

DATE RECOGNITION CLAUSE

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 and 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 part of 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 describe 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 recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred 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.

Subject otherwise to the terms and conditions of the certificate.

DECLARATION CLAUSE

It is hereby declared and agreed that the Sum Covered payable in respect of each employee shall be calculated according to times of the employee's last drawn monthly salary and in consideration of this the Participant shall furnish to the company on expiry of the Certificate a declaration of actual salaries drawn by the Participant employees.

DEFINITION OF MONTHLY SALARY CLAUSE

For the purpose of this Takaful the term "monthly Salary" shall mean the monthly salary or wage drawn by the Life Covered as at the First day in of the month in which the bodily injury suffered.

FUNERAL & CREMATION EXPENSES EXTENSION (as per Schedule)

In the event of accidental death of the Life Covered, a lump sum (as specified in the Schedule) is payable for funeral, cremation and burial expenses.

FUNERAL & CREMATION EXPENSES EXTENSION (RM3,000.00)

In the event of accidental death of the Life Covered, a lump sum (as specified in the Schedule) is payable for funeral, cremation and burial expenses.

HUNTING CLAUSE

In consideration of the payment of an additional Contribution, the benefits of the within Certificate shall apply whilst the Lives Covered are engaged in hunting.

INTOXICATION CLAUSE

It is hereby understood and agreed notwithstanding anything contained in the certificate that this certificate is extended to cover death and/or disablement resulting from intoxication of the Participant Member by alcohol.

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 omission in notifying the company of any circumstances or event giving rise or likely to give rise to a claim under the Certificate. Provided the claim is intimated no later than thirty days from the date of loss. Subject otherwise to the terms, exclusions and conditions of the Certificate.

MEDICAL EXPENSES (as per schedule)

In consideration of the payment of an additional contribution it is hereby declared and agreed that in the event of the Participant incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means then the Company shall refund to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum of (as specified in the schedule) in respect of any such accident. It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, shall be submitted to and approved by the Company if the Company so require.

MEDICAL EXPENSES (LIMIT : RM3,000.00)

In consideration of the payment of an additional contribution it is hereby declared and agreed that in the event of the Participant incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means then the Company shall refund to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum of RM3,000.00 in respect of any such accident. It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, nursing home or masseur shall be submitted to and approved by the Company if the Company so require.

MEMO 1 – EXCLUSION No. 7

It is hereby declared and agreed that Exclusion No.7 is amended to read as " the Life Covered being affected (temporary or otherwise) by drugs or alcohol unless it can be established to the company's satisfaction by the claimant that alcohol was not a factor contributing to the happening of the event."

MISDESCRIPTION CLAUSE

This Certificate shall not be prejudiced by any misdescription or alteration of occupancy. Notice to be given the Company immediately the Participant become aware of the same And to pay additional Contribution, if required from the date of the inception of the increased hazard.

MOTORCYCLING CLAUSE

In consideration of the payment of an additional Contribution, the benefits of the within Certificate shall apply whilst the Lives Covered are engaged in riding or pillion riding on a motor cycle as a sport or for any other purpose.

Provided always that the Company shall not be liable for any claim arising out of racing, pacemaking or participation by the Lives Covered in any speed contest, reliability or other trials.

OCCUPATIONAL HOURS MEMORANDUM

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this certificate covers the Life Covered against bodily injury arising out of and in the course of his duty with the Participant only.

PAYMENT ON ACCOUNT CLAUSE

It is hereby understood and agreed that in the event of the occurrence of a loss under this certificate, the Company will make payment on account in respect of such loss to the Participant if desired. Subject otherwise to the terms, exclusions and conditions of the Certificate.

PRIVATE FLYING CLAUSE

It is understood and agreed that the Participant's rights under this Takaful shall not be prejudiced by his participation in private flying for pleasure purposes.

REPATRIATION EXPENSES (AS PER SCHEDULE)

It is hereby declared and agreed the benefits provided under the within certificate is extended to Repatriation Expenses up to an amount as specified in the schedule for any one Covered Person upon the death of Covered Person.

REPATRIATION EXPENSES (LIMIT : RM3,000.00)

It is hereby declared and agreed the benefits provided under the within certificate is extended to Repatriation Expenses up to RM3,000.00 for any one Covered Person upon the death of Covered Person.

SCUBA DIVING CLAUSE

In consideration of the payment of an additional Contribution the benefits of the within Certificate shall apply whilst the Participant is engaged in Scuba Diving.

SOCISO EXCLUSION CLAUSE

The Company shall not be liable in respect of accidental bodily injury sustained by the life covered arising out of and in the course of his employment by the Participant in respect of which injury any sum or compensation is paid or payable by the Employees' Social Security Organisation (SOCISO) by virtue of the Employees' Social Security Act 1969.

SPORT AND SOCIAL ACTIVITIES CLUB

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this certificate is extended to cover the Participant or Participant person(s) for death or disablement arising from or participating in any indoor or outdoor sports or social activities as an amateur.

Subject otherwise to the terms, conditions and exclusion of the certificate.

UNNAMED GROUP PERSONAL ACCIDENT ENDORSEMENT

It is hereby understood and agreed that the Certificate is issued based on the number of employees declared to the Company under the classification as stated in the schedule.

In the event of any claim, the participant must furnish proof of evidence documentary to the Company that the life covered is under the Participant's employment during the period of takaful. If the number of employees under the classification of occupation is more than the number of employees under the classification of occupation stated in the schedule, the Company shall not be liable to pay or contribute more than its ratable proportion of any loss.

WHILST ON RUKUN TETANGGA DUTY ENDORSEMENT

It is hereby declared and agreed that this Certificate is deemed to cover Death and/or Disablement caused solely and directly by accidental violent external and visible means whilst the Covered Person is performing Rukun Tetangga Duty.

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
Website: 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

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