

PRIVATE CAR DRIVER & PASSENGERS TAKAFUL CERTIFICATE

This Certificate is issued in consideration of the payment of Contribution as specified in the 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 General Takaful Berhad).

EVENT

Accidental Death, Permanent Disablement and/or Bodily Injury caused by violent, external and visible means in respect of:

1. each Participant, driver and/or passenger with the permission of the Participant while getting into, travelling in or getting out of the Participant Vehicle.
2. only the Participant, the Participant's Spouse or any of their Children between the age of five (5) to fifteen (15) years of age while:
 - a) as a pedestrian in an Accident involving any road vehicle (including motorcycle, scooters, pedal cycle and mechanically assisted pedal cycles).
 - b) getting on to or into, travelling on or in or getting off or out of any road vehicle other than the Participant Vehicle (excluding motorcycle, scooters, pedal cycle and mechanically assisted pedal cycles) as a passenger or driver.
 - c) boarding or on board or disembarking from any railway train, ship, ferry boat or hovercraft as a fare paying passenger.

GENERAL DEFINITIONS

Accident/Accidental means solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process.

Application means an Application that the Participant signed and other information that the Participant or anyone acting on the Participant behalf has given to Takaful Operator.

Benefit means the amount that this Takaful will pay for a legitimate claim under this Certificate based on the Benefits description as shown in the Schedule.

Bodily Injury means bodily injury suffered by the Covered Person during the Period of Takaful resulting solely and directly from Accident.

Contribution means The price of Takaful cover payable by the Participant on the basis of Tabarru'.

Covered Person means You, and/or Your passengers depending on the plan which You have selected for cover under this Certificate.

Death means death caused solely by an Accident whilst travelling in the Participant Vehicle or any of the Event schedule.

Endorsement means written evidence of an agreed change to the Certificate.

Fund means the General Takaful Fund operated by Us.

Legal Children(ren) means including step child(ren) and/or legally adopted child(ren) who is at least five (5) years of age and not more than fifteen (15) years of age and wholly dependent on the Participant or Participant's Legal Spouse for financial support at the time of Accident.

Legal Spouse means the legally married Spouse of the Participant named in the Schedule. For the purpose of this Certificate, a Common Law marriage is not considered a legal marriage except as provided under the Islamic Laws and Enactments of Malaysia or as provided for under the Law Reform (Marriage & Divorce) Act 1976.

Medical Expenses means any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an Accident necessarily incurred and paid up to an amount not exceeding the sum (as specified in the schedule) subject to presentation of original bills.

Medical Practitioner means legally qualified Medical Practitioner other than the Participant himself/herself or a member of the Participant's immediate family.

Nominee means the person or persons named by the Participant in the Nomination Form to receive the Benefit.

Participant Vehicle means vehicle specified in the schedule which is licensed for private use and not used for commercial purposes.

Permanent Disablement means total Loss by severance or total and permanent of use following from an Accident whilst traveling in the Participant Vehicle or any of the Event Schedule.

Period of Takaful means the Period of Takaful shown in the Schedule.

Retakaful means an arrangement consistent with sound Takaful principles for Retakaful of liabilities in respect of risks incurred or to be incurred by the Takaful Operator in the course of carrying the Takaful Business.

Schedule means the information page that contains the details of Participant, the Benefit, Contribution and Period of Takaful attached to this Certificate.

Sum Covered means the amount shown in the Schedule being the maximum amount that the Takaful Operator will pay for any one claim.

Tabarru' means an Arabic word which means donation, gift, and contribution. In the Takaful contract, this means "contribution for the purpose of Takaful".

Takaful means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Participant(s) in case of need whereby the Participants mutually agree to contribute for that purpose.

Takaful Business means business of Takaful whose aims and operations do not involve any element which is not approved by the Shariah.

Takaful Operator/We/Our/Us means Etiqa General Takaful Berhad.

Wakalah means the nomination by one party of another to act on his/her behalf. In the Takaful context, We manage the General Takaful Fund (Fund) on behalf of the Participant.

You / Participant means the covered person named in the Schedule.

SPECIAL PROVISIONS

1. Payments will be made in addition to other Personal Accident Certificates. It is not necessary for the passenger to make a legal liability claim to receive the Benefits from this certificate. Payments will be made even if the driver has been negligent.
2. If the Participant is unavoidably exposed to the natural elements following an Accident, and as a result of such exposure suffers an injury, such injury shall be constituted as a claim for Death or Permanent Disablement Benefits.

SPECIAL LIMITATIONS

Passengers above the age of fifteen (15) years are covered for 100% of covered Benefits. Passengers aged between five (5) and fifteen (15) years are entitled to 50% of all the Benefits provided. No cover will be provided for Children below five (5). In the event that the actual number of passengers exceeds the number stated in the Declaration of the Certificate, the Takaful Operator's limit of liability per person will be reduced by the ratio of the actual number of passengers declared. This limitation shall not apply to the driver.

EXCLUSIONS

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

1. The Participant committing or attempting to commit any unlawful act;
2. Committing or attempting to commit suicide (whether sane or insane), intentional self-inflicted injury, insanity or any attempt thereat;
3. A complication of pregnancy, childbirth, miscarriage (except accidental miscarriage) or abortion;
4. Provoked murder or assault;
5. The Participant being affected (temporarily or otherwise) by drug or narcotics unless taken as prescribed by qualified registered Medical Practitioner or alcohol unless it can be established to the Takaful Operator's satisfaction that alcohol was not a factor contributing to the happening of the Event;
6. 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;
7. Traceable to sickness, disease, parasite, bacteria or viral infection even if contracted by Accident;
8. Anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicaemia and/or tetanus;
9. Any pre-existing physical defect or infirmity;
10. 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 synthesized toxins(s) which cause illness and/or death in humans, animals or plants.

2. 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;
- iv) Any act of any person acting on behalf of or in connection with any organization 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 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.

CONDITIONS

1. AGE LIMIT

No Participant shall be included in this Certificate if he/she less than five (5) years of age or has attained the age of seventy (70) years. The cover granted by this Certificate will cease in respect of any Participant at the end of the Period of Takaful during which the Participant attains the age of seventy (70) years.

2. OBSERVANCE OF CONDITIONS

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 Application shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.

3. CHANGES

The Participant shall give immediate written notice to Us of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Participant has become affected, and shall pay any additional Contribution that may be required by Us.

All notices required to be given the Participant to Us must be in writing addressed to the Us 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 Our authorized representative.

The Participant shall give notice to Us of any Takaful affected against Accident and/or incapacity.

4. RENEWAL PROCEDURE

Before renewing this Certificate, the Participant shall give written notice to Us of any material fact affecting this Takaful which has come to the Participant's notice during the preceding Period of Takaful including notice of any disease, physical or mental defect or infirmity affecting the Participant or any other policies effected on or by the Participant.

5. NOTICE OF TRUST ASSIGNMENT

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Certificate.

6. CONDITION PRECEDENT TO LIABILITY

If the Application or declaration of the Participant is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted therefrom or if this Takaful 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.

7. LIABILITY OF THE TAKAFUL OPERATOR

The Takaful Operator will not be liable in respect of any injury or death occurring before the actual receipt of the Contribution by the Takaful Operator or its duly authorized representatives unless credit has been allowed by specified agreement for such payment of Contribution to be made at a later date.

8. 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 Death or 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 Your death. You may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to Your death, 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 You 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 benefit as specified in this Certificate, the Certificate shall thereafter cease, to apply to You.

9. ARBITRATION

If any difference arises as to the amount of the Takaful Operator 's liability under this Certificate, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within (3) three calendar months after having required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Takaful Operator as regards any dispute regarding the

amount of the Takaful Operator's liability under this Certificate. In no case whatever shall the Takaful Operator be liable for any claim after the expiration of twelve (12) months from the happening of the Event unless the claim is the subject of pending court action or arbitration.

10. CANCELLATION

a) Cancellation by the Takaful Operator

We shall at any time by giving seven (7) days notice to You by Registered Letter at the Your address last known to Us be at the liberty to determine and cancel this Certificate, provided that We shall in that Event on demand return to You a proportionate part of the Contribution corresponding to the unexpired Period of Takaful.

b) Cancellation by the Participant

This Certificate may be cancelled at any time by You on seven (7) days notice to Us and in such Event You shall be entitled to a return of the Contribution at Our Short Period Rates for the time the Certificate has been in-force during the current Period of Takaful.

c) Position of Claims Upon Termination

Such termination shall be without prejudice to any claims with a date of event prior to the effective date of cancellation.

d) Effective Time of Termination

This Certificate or Takaful in respect of any individual Covered Person hereunder, shall terminate at 12:01 A.M Malaysian time on the relevant date specified above.

11. INTEREST & CURRENCY

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

12. 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. 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.

13. 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), 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.

14. SANCTION LIMITATION CLAUSE

This Takaful Certificate shall 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 Act (CISAD) or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom.

15. 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.

16. NOMINATION

You may nominate an individual to receive Takaful Benefits payable upon Your death, 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.

You 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 You, We shall pay the share of the deceased Nominee, upon Your death to Your estate, unless You had 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 Your death to the Nominee. Such Takaful Benefits so transferred shall not form part of Your estate, 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 Your estate.

For Non-Muslim Participants, the Executor has to distribute the Takaful Benefits according to Your will, and any other applicable laws relating to the distribution of Your estate. If at the time of claim, an Executor has predeceased You, 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 Your lifetime;
- b) By a notice in writing from You to Us; or
- c) By any subsequent nomination by You to Us.

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

SCALE

If the Event within twelve (12) months thereafter causes the Participant to suffer any of the Results mentioned hereunder, the Takaful Operator will pay the Benefits as per the following:

Result	Description	Benefit	
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	50%	
	c) Thumb	- 2 phalanges - 1 phalanx	25% 10%
	d) Index finger	- 3 phalanges - 2 phalanges - 1 phalanx	15% 8% 4%
	e) Middle finger	- 3 phalanges - 2 phalanges - 1 phalanx	10% 4% 2%
	f) Ring finger	- 3 phalanges - 2 phalanges - 1 phalanx	8% 4% 2%
	g) Little finger	- 3 phalanges - 2 phalanges - 1 phalanx	6% 4% 2%
	h) Metacarpals	- first or second (additional) - third, fourth or fifth (additional)	3% 2%
	i) Great toe	- 2 phalanges - 1 phalanx	6% 3%
	j) All toes of one foot		18%
	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%

Note:

1. Where the injury is not specified We reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale.
2. The aggregate of all percentage payable in respect of any one Accident shall not exceed 100%.
3. Medical Expenses Benefit shall be payable only if such medical or surgical treatment is furnished to the Participant by a qualified Medical Practitioner not exceeding fifty two (52) weeks from the date of accident.
4. In case of death following the covered Event, Funeral Expenses Benefit of RM1,000 shall be paid to the immediate family or Participant legal personal representatives.
5. Benefit shall be payable only when the claim shall have been proven to Our satisfaction.
6. "Total and permanent loss" includes total and permanent loss of use.

CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:
Etiqa General Takaful Berhad
Level 13, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: +603 2297 3888
Facsimile Number: +603 2297 3800
Etiqa Oneline: 1300 13 8888
E-mail: info@etiqa.com.my
Homepage: www.etiqa.com.my
3. 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 General Takaful Berhad
Level 5, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone number 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 Our decision to a dispute, or Our 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 Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Us 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 Us 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, Malaysia
Telephone Number: 1300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelelink@bnm.gov.my