

## Travel 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 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, provisos, exclusions and conditions herein or endorsed hereon, the Company agrees to indemnify the Participant if the Event described in the Schedule shall happen to the Person Covered during the Period of Takaful and the Person Covered shall thereby suffer any of the Results described in the Schedule pay to the Participant or in the case of his death to his legal personal representatives the Compensation specified in the Schedule for such Result.

### 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put 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 exception 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 insurance by any person or group(s) of persons, whether acting alone or on behalf or in connection with any organization (s) or government (s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxins (s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or death in humans, animals or plants.

4. 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, underwater activities involving the use of breathing apparatus, or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
5. The Person Covered being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
6. Pregnancy or childbirth or pre-existing physical defect or infirmity.

7. The Person Covered engaging in the use of or riding on any types of motorcycle/scooter (whether as driver or passenger).
8. Insanity, suicide (whether sane or insane) or any attempt thereat.
9. Venereal disease, Infection or parasites
10. Provoked murder or assault.
11. The Person Covered while committing or attempting to commit any unlawful act.
12. The Person Covered engaged in connection with tree felling, sawing or transporting of logs or sawn timber
13. 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.
14. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
15. 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. All notices given by the Participant to the Company must be in writing addressed to the Company 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. 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.
3. If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted therefrom or if this Insurance or any renewal thereof shall have obtained through any misstatement, misrepresentation or suppression or 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.
4. Upon the happening of any 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 at 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.

5. 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 nor more than 65 years of age.
7. 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.
8. 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 if 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 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 Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
9. Any receipt or discharge which the Participant or his legal 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 Insured Person in consequence of the accident whether before or after the date of such receipt or discharge.
10. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant and Person Covered or by any Claimant under this Certificate in so far as they relate to anything to be done or complied with by the Participant and Person Covered or by any Claimant under this Certificate and the truth of the statements and answers in the said proposal 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 utilized as 'amal jariah' on behalf of the Participant.

## Scale Of Benefits

Event	Results	Compensation
Bodily injury caused solely by violent accidental external and visible means which injury shall independently of any other cause be the sole cause of any of the Result.	(a) Death	Occurring within one year of the happening of the Event  Amounts stated in the schedule
	(b) Total and permanent loss of all sight in one or both eyes.	
	(c) Total loss by physical severance of one or both hands or feet.	
	(d) Permanent and total disablement from engaging in or attending to usual business and from engaging in or attending to business of any kind.	
	(e) Medical Expenses	

Compensation shall not be payable for more than one of Results (a) to (d) and when payable for one of those Results, it shall not be payable for any other of the Results caused by the same Event nor for any of the Results caused by any subsequent Event.

## Clauses

**The Following Clause Is Applicable To This Certificate:**

**STRIKE, RIOT AND CIVIL COMMOTION**

It is hereby declared and agreed that in consideration of the payment of an additional premium, this Certificate is extended to cover the Person Covered as within defined directly or indirectly caused by Strike, Riot or Civil Commotion except in so far as the Person Covered himself is actively participating when this extension becomes null and void.

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

## 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)**