



Umrah & Ziarah Takaful Certificate

WHEREAS the Participant by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Etiqa Takaful Berhad (hereinafter called the "Takaful Operator") for the Takaful cover hereinafter contained and has paid or agreed to pay the Contribution as consideration for such Takaful.

NOW THIS CERTIFICATE IS WITNESSTH THAT subject to the terms, conditions, exceptions and limitation contained herein or endorsed hereof the Takaful Operator will indemnify the Participant in respect of the loss, damage or liability as detailed in this Certificate arising from any of the covered events occurring during the period of Takaful.

PROVIDED ALWAYS THAT due observance and fulfillment of the Conditions contained herein and endorsed hereof which Conditions 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 Takaful Operator under this Certificate.

SECTION 1: PERSONAL ACCIDENT

If any Participant shall sustain bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in his death or disablement as hereinafter defined the Takaful Operator will pay to the Participant or to the Participant's legal personal representative the sums specified below.

SECTION 2: MEDICAL EXPENSES

The Takaful Operator will pay the Participant or his legal representative all medical and surgical fees incurred as a result of bodily injury caused by violent accidental external and visible means occurring to any Participant up to the limit stated in the Schedule.

Provided that the Takaful Operator shall not be liable for the excess amount stated in the Schedule of any one claim in respect of each Participant.

SECTION 3: FUNERAL EXPENSES

In the event of any death occurred due to the accidental mean that is covered by this Certificate the Takaful Operator will pay to the Participant's legal personal representative a sum of money as compensation as per mentioned in the Schedule. This shall not include death caused by natural death or sickness.

SCHEDULE OF BENEFITS		AMOUNT COVERED (RM)
1.	Accidental Death:	
	a) Adult	25,000
	b) Minor	10,000
2.	Total Permanent Disablement:	
	a) Adult	10,000
	b) Minor	5,000
	subject to the scale of benefit provided hereafter)	
3.	Medical Expenses (by Accidental mean only) (subject to an excess of RM50 each and every loss)	2,000
4.	Funeral Expenses (for Accidental Death only)	1,500

AUTOMATIC EXTENSION

If any Participant is unable to complete the journey by reason of a delay to transport due to circumstances beyond the control of the Participant the Period of Takaful shall automatically extended without additional contribution of such period as may be reasonably necessary for the journey.

EXCEPTIONS

The Takaful Operator shall not be liable under this certificate for death or disablement directly or indirectly due to or arising or resulting from:-

1. insanity, intentionally self inflicted injuries, suicide (whether felonious or not) or any attempt thereat, while sane or insane, provoked murder or assault.
2. any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound, venereal disease or any related disease except due to blood transfusion, hernia.
3. pregnancy, childbirth, miscarriage notwithstanding that such loss may have been accelerated or induced by accident.
4. while engaging in or taking part in government regular police, or air force services or operations or participating in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorist or other elements.
5. the Participant engaging in hunting, steeplechasing, racing of any kind (other than on foot), football, polo, motor cycling, mountaineering in the course of which it is necessary to use guides or ropes, winter sport, underwater pastimes, water skiing or potholing, using wood working machinery or circular saw, aqualung diving, boxing, ice hockey, parachuting, power boating, show jumping, wrestling including judo, karate and unarmed combat, yachting outside territorial waters or involved in timber except and insofar as the Takaful Operator has by endorsement agreed to extend this Takaful coverage.
6. while the person is under the influence or intoxicating liquor, narcotics or drugs.
7. HIV (Human Immune Deficiency 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; or
8. while committing or attempting to commit any unlawful act.
9. whilst engaging in flying for the purpose of any trade or technical operation or as a member of an aircrew or in any aerial activities except travelling as a passenger in an aircraft operating on a schedule services or a twin engine or multi engine chartered aircraft.
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 synthesizes toxins(s) which cause illness and/or death in humans, animals or plants.

11. (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 organisation 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. LANGUAGE

In the event of any discrepancy between the English and Bahasa Malaysia versions of this Certificate, the English version shall be definitive for all purposes of this Certificate.

2. NOTICE

The Participant shall give immediate written notice to the Takaful Operator 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 the Takaful Operator.

All notices required to be given the Participant to the Takaful Operator must be in writing addressed to the Takaful Operator 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 Takaful Operator.

The Participant shall give notice to the Takaful Operator of any Takaful effected against Accident and/or incapacity.

3. CONDITION PRECEDENT TO LIABILITY

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 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.

4. CLAIMS PROCEDURE

Upon the happening of an Accident likely to give rise to a claim under this Certificate the Participant shall within twenty one (21) days after the happening of the Accident give notice to the Takaful Operator 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 his legal personal representatives) shall at the expense of the Participant furnish to The Takaful Operator all such certificates, information and evidence as may be required by the Takaful Operator and the Participant shall whenever reasonably required to do so submit to medical examination on behalf of the Takaful Operator. In the event of the death of the Participant, the Takaful Operator shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Takaful Operator stating the time and place of any inquest appointed.

The Death of the Participant 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 Takaful Operator shall disclaim liability to the Participant (or to his legal personal representative(s)) for any claim hereunder, in no case shall the Takaful Operator be liable in respect of such claim after the expiration of twelve (12) months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

5. RECEIPT OR DISCHARGE

Any receipt or discharge which the Participant or his legal representatives may give to the Takaful Operator for any capital sum or Compensation under this Certificate shall be deemed a final and complete discharge of all liability of the Takaful Operator in respect of all bodily injury resulting to the Participant consequence of the Accident whether before or after the date of such receipt or discharge.

6. 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.

7. CASH BEFORE COVER

It is fundamental and absolute special condition of this Certificate that the Contribution due must be paid and received by Us before the Takaful cover under this Certificate commences.

If this condition is not complied with then this Certificate shall not be effective and becomes void. Where the Contribution payable pursuant to this Warranty is received by Takaful Operator, the payment shall be deemed to be received by Us for the purpose of this warranty and the onus of proving that the Contribution payable was received by a person, including a Takaful agent, who was not authorised to receive such Contribution shall lie with Us.

8. SURPLUS

The surplus is determined at the end of each financial year of the Fund after making deductions for Wakalah fees, payment of Benefits, Retakaful and provisions for reserves based on the guidelines laid down by the authorities. If there is surplus, We will receive fifty percent (50%) of the surplus as incentive for being responsible in operating and managing the Fund. The balance of fifty percent (50%) will be reserved for distribution amongst Participant subject to the provisions of the Takaful Certificate. The surplus will be payable to the Participant who have not cancelled the Certificate or made any claim prior to the expiry date of their Certificate. If the surplus payable to the Participant is less than RM 10.00, then this surplus shall be credited into a charity fund, which will be utilized as Amal Jariah on behalf of the Participants.

SCHEDULE

PLEASE AFFIX THE SCHEDULE HERE

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 a Takaful Operator, may write to the "Mediator, Takaful Division of FMB", giving details of the dispute, the name of the Takaful Operator and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

If the Mediator makes an award against a Takaful Operator, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator 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 Operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Operator 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)

Tingkat 25, No. 4

Jalan Sultan Sulaiman

50000 Kuala Lumpur.

Tel: **03 - 2272 2811**

Fax: **03 - 2274 5752**

Website: www.fmb.org.my

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 Takaful Operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director

Corporate Communication Department

Bank Negara Malaysia (BNM)

Level 14B

P. O. Box 10922

50929 Kuala Lumpur

Tel: **03 – 2698 8044**

Fax: **03 – 2693 6919**

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 the standard, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with quickly.

The address is:

Head, Feedback Centre, Level 4, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia.

Alternatively, You can fax Your feedback to: **603 – 2710 2463**

Etika Takaful Berhad (266243D) (Registered under Takaful Act 1984 and Regulated by Bank Negara Malaysia)
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