

OTO 360 TAKAFUL

INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like You agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their Contributions on the basis of Tabarru' (donation) to the General Takaful Fund (Fund) managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the Fund based on the concept of Tabarru'.

As the Takaful Operator, We are responsible for selecting Participants and to determine and collect the Contributions. We are also responsible for investing the Fund and paying Benefits to entitled Participants. All proceeds from investments will be credited into the Fund. The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. The relationship between You and Us is governed by the Wakalah (agency) contract.

The surplus from the Fund will be determined annually and will be payable for annual Certificate. 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 for operating and managing the Fund, based on the contract of Ju'alah (reward), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims 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 (interest-free loan) 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 (RM10.00), We shall credit such sum into a charitable fund, which will be utilised as amal jariah on behalf of the Participants.

Your application to participate in this takaful scheme as a Participant has been accepted based on the application You have signed and any other information provided to Us. If You did not fill in an Application Form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive takaful cover for death, Permanent Disability and other Benefits that may happen to You during the Period of Takaful according to the terms and conditions of this takaful contract.

This takaful contract is made up of the Application Form, this Certificate and the Schedule. You should read them together carefully to make sure that You get the cover You need.

This takaful scheme is governed by the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia. A requirement of this act is the establishment of a Shariah Committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah.

WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate wording.

This Certificate is issued in consideration of the payment of Contribution as specified in the Schedule and pursuant to the answers given 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 given 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 given 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 and Us.

This Certificate sets out what You are covered for as shown in the Schedule and the circumstances where You are covered and not covered.

To help preserve the environment, We will send You one Certificate booklet only. Please keep this Certificate booklet in a safe place. In case of renewal and/or Certificate condition amendment, We will send You the renewal Schedule and/or Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

YOUR DUTY TO INFORM US

1. Communication

All communication to Us must be in writing or You may contact Our Etiqa Online at 1300 13 8888.

2. Duty of disclosure before this takaful is granted

- i) Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the question in the Application Form (or when You applied for this takaful) i.e. You should have answered fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You are also required to disclose any other matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- ii) If You do not fully and faithfully provide this information, the takaful may not be valid or the Certificate may not cover You fully.

3. Duty of disclosure during this takaful

You are required to inform Us immediately if at any time after this contract of takaful or any other Certificate effected on or by You has been entered into, varied or renewed with Us of any information given in the Application Form (or when You applied for this takaful or other Certificates) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

- i) require You to pay an additional Contribution for the increase risk;
- ii) make changes to the terms and conditions of this Certificate; or
- iii) leave the Certificate terms, conditions and Contribution unaltered.

You will only be covered for any increased risk if agreed in writing by Us.

DEFINITIONS

Unless indicated or defined otherwise, the definitions with interpretation as set out below, will apply to this Certificate.

Accident and Accidental means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

Bodily Injury means bodily injury suffered by You during the Period of Takaful resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

Benefit means the respective benefit(s), as stated in the Certificate, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Certificate in respect of each event or loss covered by this Certificate.

Certificate means Your takaful contract which consists of this Certificate wording, Schedule and any Endorsement.

Claimant means the person who is entitled to claim the takaful Benefit, according to the terms and conditions of this Certificate.

Contribution means any amount We require You to pay under this Certificate and includes government charges.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Covered Person(s) means the driver and/or passenger with the permission of the Participant is driving or travelling as passenger, boarding or alighting from the Named Vehicle.

Doctor means a registered medical practitioner, who is qualified and licensed to practice western medicine, and in rendering such treatment is practising within the scope of their licensing and training in the geographical area of practice. The attending doctor cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

Effective Date of Takaful means the effective date on the Schedule.

Endorsement means a written alteration or amendment to the information, terms and conditions of this Certificate. Endorsement to this Certificate must be issued by Us.

General Takaful Fund (Fund) means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

Hospital means an institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, a rehabilitation centre, an old people's or convalescence home or an extended-care facility.

Ju'alah is a reward contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to Us agreed upfront by You and Us for good management of the Fund.

Loss of Hearing means total, permanent and irreversible loss of hearing as a result of Accident to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

Loss of Limb means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or the total and permanent functional disability of an entire hand, arm, foot or leg.

Loss of Sight means total, permanent and irreversible loss of sight as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in one (1) eye or both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

Loss of Speech means total and irrecoverable loss of speech which is beyond remedy by surgical or other treatment.

Named Vehicle means the vehicle named in the Schedule which is licensed for private use and not used for commercial purposes.

Nominee means the person that the Participant has nominated to receive the takaful Benefit payable under this Certificate upon Your death. The nomination must be registered with Us.

Ombudsman for Financial Services, or OFS means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

Participant, You and Your means the person/association/corporation/company as named in the Schedule as a Participant who has full rights on the Certificate and is the registered owner of the Named Vehicle.

Personal Data means any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorised third party.

Period of Takaful means the period for which You are covered.

Qard, in the context of this Certificate, it means an interest-free loan which is given by Us to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to Our mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to Our mismanagement or negligence, We will make the outright transfer for the insufficiency.

Schedule means the Takaful Schedule where the Benefits and Sum Covered are stated.

Terrorism means an act or acts, of any person or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

Tabarru' means contribution, donation or gift. In the context of this Certificate, is means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

Total and Permanent Disability means that You are incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to Accident, with no chances of recovery based on current medical knowledge and technology as a result of You being permanently total paralysis, permanently bedridden or complete insanity.

Vehicle Loss or Damage means the Named Vehicle is lost or damaged arising from the following incidents:

- i) Accidental collision or overturning;
- ii) collision or overturning caused by mechanical breakdown;
- iii) collision or overturning caused by wear and tear;
- iv) impact damage caused by falling objects provided no convulsions of nature is involved i.e. flood, typhoon, hurricane, storm, tempest, volcanic eruption, earthquake, landslide, landslip, subsidence or sinking of the soil / earth or other convulsions of nature.
- v) fire, explosion or lightning;
- vi) breakage of windscreen, windows or sunroof including lamination / tinting film, if any;
- vii) burglary, housebreaking or theft;
- viii) malicious act; or
- ix) while in transit i.e. being carried from one place to another (including during loading and unloading) of the Named Vehicle by road, rail, inland waterway i.e. across a river or canal etc, or across the sea by ferry or ship or any sea faring vessels.

Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, it means that You have appointed Us to invest and manage the General Takaful Fund on Your behalf. You have also authorized Us to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

We, Us and Our means Etiqa General Takaful Berhad.

WHAT DOES YOUR CERTIFICATE COVERS			
SCHEDULE OF BENEFITS			
BENEFITS SECTION	Benefit Amount in Ringgit Malaysia (RM)		
	Silver Plan	Gold Plan	Platinum Plan
Section A – Personal Accident Benefits (Per Person)			
1. Accidental Death	10,000	25,000	50,000
2. Accidental Permanent Disability (up to)	10,000	25,000	50,000
3. Double Indemnity (up to)	20,000	50,000	100,000
4. Compassionate Cash	1,000	1,000	1,000
5. Medical Expenses (up to)	500	500	1,000
6. Facial Reconstructive Surgery and/or Dental Treatment (up to)	1,000	1,000	1,000
7. Hospital Income (per day)	50	50	100
Section B – Inconvenience Allowance Benefits			
8. Inconvenience Allowance for Vehicle Loss or Damage	500	500	500
9. Inconvenience Allowance for Flood	500	500	500
10. Inconvenience Allowance for Smash and Grab	500	500	500
11. Inconvenience Allowance for Total Loss or Theft	500	500	500
Section C – Etiqa Auto Assist Program Benefits (Malaysia, Singapore, Thailand and Brunei)			
12. 24-Hour Breakdown Assistance (Repair On Site)	16. Arrangement of Emergency Medical Evacuation		
13. 24-Hour Towing Assistance	17. Friend and Family Assistance		
14. Arrangement for Taxi Assistance	18. Emergency Message Transmission		
15. Arrangement for Car Rental and Hotel Accommodation			

DESCRIPTION OF BENEFITS

Section A – Personal Accident Benefits

If at any time during the Period of Takaful, the Participant/You as named in the Schedule, or driver and/or passenger(s), with Your permission, is driving or travelling as a passenger, boarding or alighting from the Named Vehicle shall sustain Bodily Injury caused by Accidental means resulted in death or disability, We shall pay the Benefits as specified below.

1. Accidental Death

If You and/or Covered Person(s) shall sustain Bodily Injury while in the Named Vehicle which results in death, within twelve (12) calendar months from the date of Accident, We shall pay a lump sum payment of the Benefit Amount specified in the Schedule of Benefits.

2. Accidental Permanent Disability

If You and/or Covered Person(s) shall sustain Bodily Injury while in the Named Vehicle which results in any of the following, within twelve (12) calendar months from the date of Accident, We shall pay a proportion of the relevant Benefit Amount as specified below.

Description of Permanent Disability	Proportion of Benefit Amount Paid
a) Total and Permanent Disability	100%
b) Loss of two (2) Limbs	100%
c) Loss of Sight in both eyes	100%
d) Loss of Sight in one (1) eye and loss of one (1) Limb	100%
e) Loss of one (1) Limb	50%
f) Loss of Sight in one (1) eye	50%
g) Loss of Hearing in both ears	50%
h) Loss of Speech	50%

The maximum Benefit paid shall not exceed one hundred percent (100%) of the Benefit Amount specified in the Schedule of Benefits. All other losses less than one hundred percent (100%) if having been paid shall reduce the relevant Benefit Amount, by that amount from the date of Accident until the expiry of the Period of Takaful. Benefit on partial disability is not payable.

3. Double Indemnity

The Benefit Amount will be doubled on Accidental Death or Accidental Permanent Disablement if You and/or Covered Person(s) suffer either death, Total and Permanent Disability, loss of both limbs, loss of sight of both eyes, or loss of one (1) eye and one (1) limb [Benefit 2 a) to d) above] involving the Named Vehicle and such Accident occurs during a national public holiday in Malaysia.

4. Compassionate Cash

If any Benefit Amount becomes payable under Accidental Death, We shall pay a lump sum payment of the Benefit Amount specified in the Schedule of Benefits in the event of Your and/or Covered Person(s) death resulting from an Accident.

5. Medical Expenses

If You and/or Covered Person(s) shall sustain Bodily Injury and shall require treatment by a Doctor, We shall reimburse You for the actual cost of medical and Hospital expenses necessarily and reasonably incurred within twelve (12) calendar months from the date of Accident, up to the limit of Benefit Amount specified in the Schedule of Benefits as a result of any one Accident.

6. Facial Reconstructive Surgery and/or Dental Treatment

We shall reimburse for the actual cost incurred up to the limit of Benefit Amount specified in the Schedule of Benefits as a result of any one Accident for corrective surgery to the head, face and/or neck, and/or treatment of injury of or damage to sound natural teeth. Such dental correction and/or corrective cosmetic surgery is recommended and performed by a licensed orthodontist or cosmetic surgeon within twelve (12) calendar months from the date of Accident.

7. Hospital Income

If You and/or Covered Person(s) are hospitalised for treatment or surgery as a result of an Accident in the Named Vehicle, We shall pay the Benefit Amount specified in the Schedule of Benefits for each complete twenty-four (24) hours, up to thirty (30) days per any one Accident.

Section B – Inconvenience Allowance Benefits

8. Inconvenience Allowance for Vehicle Loss or Damage

Regardless of Your Benefit and entitlement under the Motor Certificate, We shall pay to You a lump sum payment of the Benefit Amount specified in the Schedule of Benefits as an allowance in the event of Vehicle Loss or Damage involving the Named Vehicle.

This benefit is limited to two (2) claims in any one (1) Period of Takaful.

9. Inconvenience Allowance for Flood

Regardless of Your Benefit and entitlement under the Motor Certificate, We shall pay to You a lump sum payment of the Benefit Amount specified in the Schedule of Benefits as an allowance due to damages caused by flood to the Named Vehicle.

10. Inconvenience Allowance for Smash and Grab

If the Named Vehicle's window and/or windscreen is/are broken by any third party by the use of force with the intent to steal and caused You the loss of Your personal effects and/or loss of cash in Your possession placed in the Named Vehicle, We shall pay to You a lump sum payment of the Benefit Amount specified in the Schedule of Benefits as an allowance, regardless of Your Benefit and entitlement under the Motor Certificate.

You must submit a police report which includes the details of the incident and losses suffered within twenty-four (24) hours after the occurrence of the incident, except for reasons acceptable to Us.

11. Inconvenience Allowance for Total Loss or Theft

In the event of Total Loss of the Named Vehicle following fire, theft or Accidental damage, regardless of Your Benefit and entitlement under the Motor Certificate, We shall pay to You a lump sum payment of the Benefit Amount specified in the Schedule of Benefits as an allowance.

You are entitled to make only two (2) claims either from Benefits 9, 10 and 11 above in any one (1) Period of Takaful.

Section C – Etiqa Auto Assist Program Benefits (Malaysia, Singapore, Thailand and Brunei)

The Participant under this Certificate is entitled to Etiqa Auto Assist Program Benefits provided by Our service provider, 24 hours a day, 365 days a year, anywhere in Malaysia, Singapore, Thailand and Brunei (excluding all islands except Penang, Langkawi and Labuan). This Benefit will be rendered to the Named Vehicle in the event of an Accident or breakdown of the Named Vehicle during the Period of Takaful. The Participant/driver

of the Named Vehicle must call the 24-hour toll free number 1800 88 6491 or if the Participant/driver are outside Malaysia (i.e. Singapore, Thailand or Brunei), please call at +603 2296 8600 to request for the services below.

12. 24-Hour Breakdown Assistance (Repair on Site)

If the Named Vehicle breaks down, Our service provider will provide these services to You/driver:

- Jump start battery
- Replace battery
- Swap damage with spare tyre
- Refill fuel for run out of fuel

We shall organise and pay for labour cost for roadside repair up to a maximum labour of two (2) hours per event and We shall not be responsible for any cost incurred for spare parts required during the repair on site.

13. 24-Hour Towing Assistance

If the Named Vehicle suffers a breakdown or involved in Accident in Malaysia and it is not possible to repair the Named Vehicle on the site, Our service provider will assist to tow the Named Vehicle to any of the Etiqa panel workshop, manufacturer's authorised franchise workshop or to Your/driver's preferred workshop. All toll charges shall be borne by You/driver.

In the event of breakdown or Accident involving the Named Vehicle while in Singapore, Thailand or Brunei, Our service provider will assist to tow the Named Vehicle to the nearest Etiqa panel workshop or to the manufacturer's authorised franchise workshop within Singapore, Thailand or Brunei.

Our service provider may assist You/driver in organizing the repatriation of the Named Vehicle to Malaysia. However, all repatriation cost to Malaysia border to Your/driver's preferred workshop shall be borne by You/driver.

All toll charges and any cost incurred for spare parts shall be borne by You/driver.

14. Arrangement for Taxi Assistance

In the event of breakdown or Accident involving the Named Vehicle and should a taxi be required to continue Your/driver's journey, Our service provider shall assist to make the arrangements. The services must be pre-authorized by Our service provider to be eligible for reimbursement.

The maximum reimbursement per incident is Ringgit Malaysia Sixty (RM 60.00).

15. Arrangement for Car Rental and Hotel Accommodation

In the event of breakdown or Accident involving the Named Vehicle, where the breakdown occurs two hundred (200) kilometers or more away from Your/driver's registered address in Malaysia, and where the repairs will take more than forty-eight (48) hours, You/driver may request to arrange for car rental and/or hotel accommodation. The services must be pre-authorized by Our service provider to be eligible for reimbursement.

The maximum reimbursement per incident is Ringgit Malaysia Four Hundred (RM 400.00) for car rental and Ringgit Malaysia Six Hundred (RM 600.00) for hotel accommodation respectively.

16. Arrangement of Emergency Medical Evacuation

If a medical emergency arises following breakdown or Accident, Our service provider will arrange for an ambulance or other means of transportation to send You/driver and/or passenger(s) to the nearest medical centre or Hospital. All cost incurred shall be borne by You/driver and/or passenger(s).

17. Friend and Family Assistance

If You is in a friend or family vehicle that suffers a breakdown and immobilised, You may call Our service provider for assistance. All costs incurred shall be borne by You.

18. Emergency Message Transmission

In the event of an emergency following breakdown or Accident involving the Named Vehicle, upon request from You/driver and/or passenger(s), Our service provider shall endeavour to keep Your/driver's next of kin informed of Your/driver's whereabouts. This Benefit is only applicable for You/driver.

EXTENSIONS

1. The death and permanent disablement Benefit is extended to cover the Participant twenty-four (24) hours a day worldwide, irrespective whether the Participant is in the Named Vehicle or not.
2. In the event that the actual number of passengers in the Named Vehicle at the time of Accident exceeds the number of seating capacity stated in the Schedule, Our limit of liability per person under Section A Benefits will be reduced by the ratio of the actual numbers of passengers against the seating capacity as stated in the Schedule. This limitation shall not apply to the driver.

CONDITIONS

1. A duty to comply with the Conditions

We will only be liable to make any payment under this Certificate if You and/or Covered Person(s) have at all times complied with the terms, provisions and conditions of this Certificate.

2. Fraud

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You and/or Covered Person(s) or anyone acting on Your and/or Covered Person(s) behalf, all Benefits under this Certificate shall be forfeited.

3. Claims Notification, Procedure and Settlement

- a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
- b) You and/or Covered Person(s) may be required, at Our expense to undergo further medical examination.
- c) We will only pay the Benefits if medical report, medical certificates, police report, original invoices/quotations and receipts (for all reimbursement Benefit) and other evidence which We may require are provided on request at Your expenses.
- d) If at the time of any claim under Benefits covered in this Certificate which is on reimbursement basis, there shall be other insurance or takaful cover, either with Us or other companies covering the same risk or any part thereof, We will only pay Our ratable proportion.
- e) On payment of the Benefits, for which once You/Covered Person(s) give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.

- f) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
 - i. Your identity; or
 - ii. The circumstance of the loss.
- g) In the event of death, We shall be entitled to have a post-mortem report at Your/Covered Person(s)'s expenses.
- h) We will pay the Benefits due under this Certificate to You/Covered Person(s) or in the event of Your/Covered Person(s)'s death, to Your/Covered Person(s)'s nominee or legal executor or administrator in accordance with the Islamic Financial Services Act 2013.

4. Nomination

- a) The Participant may nominate an individual to receive Benefits payable upon the death of the Participant, either as an executor, or as a beneficiary under a conditional hibah by notifying Us in writing;
- b) The nomination under 4(a) may be made:
 - i. at the time the Certificate is issued; or
 - ii. if the Certificate has already been issued, by notifying Us in writing or by submitting the Certificate for an Endorsement of the nomination by Us.
- c) The Participant may specify the shares be paid to the Nominee(s). In the absence of such specified shares by the Participant, We shall pay the Nominees in equal shares.
- d) A nomination by the Participant for a Nominee to be a beneficiary under a conditional hibah, shall, regardless of any written law, have the effect of transferring ownership, and shall transfer ownership, of the Benefits payable to the Nominee upon the death of the Participant. Such Benefits so transferred shall not form part of the estate of the deceased Participant or be subject to his or her debt.

5. Termination of Certificate

a) Termination by You

If You give notice in writing to Us to terminate this Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

b) Automatic Termination of Certificate

This Certificate shall be terminated:

- i. on Your death;
- ii. upon payment of one hundred percent (100%) of the Benefit Amount for Accidental Death or Accidental Permanent Disability;
- iii. upon disposal of the Named Vehicle by You either by sale or transfer ownership; or
- iv. upon total loss or theft of the Named Vehicle;

We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful except for item i and ii above.

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to You at Your last known address or by electronic mail. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

d) Effective Time of Termination

This Certificate shall terminate at 12:01am Malaysian time on the relevant date of termination.

6. Payment of Contribution – Cash Before Cover

You must pay the Contribution before the coverage under this Certificate is effective.

7. Arbitration Clause

Any dispute, controversy or claim arising out of or relating to this Certificate shall be referred to the decision of an Arbitrator. The Arbitrator shall be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties. Appointment shall be within one calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. Legal Actions

No action shall be brought to recover on this Certificate before the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought more than three (3) years after the time written Proof of Loss is required to be furnished.

9. Alteration and Changes

We reserve the right to amend the terms and provisions of this Certificate (provided it is necessary, reasonable and justifiable) by giving thirty (30) days prior notice in writing by ordinary post to Your last known address or electronic mail in Our records, and such amendment will be applicable from the next renewal of this Certificate.

No alteration to this Certificate shall be valid unless authorised by Us and such approval is endorsed thereon.

10. Certificate Renewal

This Certificate shall be effective for a period of one (1) year from the Effective Date of Takaful and can be renewed annually. This Certificate is renewable at Our option. We have the right to renew, cancel or amend any of its terms on the Certificate renewal.

11. Notice of Trust or 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.

12. Sanction Limitation Clause

This Certificate shall not provide cover and We 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 Us to any sanction, prohibition or restriction under

the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Right to Terminate due to Anti- Money Laundering and Counter Financing of Terrorism

If We discover, or have justified suspicion, that this Certificate is exploited for money laundering activities or to finance Terrorism, We reserve the right to terminate this Certificate immediately. We shall deal with all Contributions paid and all Benefits or sums payable in respect of this Certificate in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

14. Interest and Currency

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

15. Applicable Law

This Certificate shall be governed by and interpreted in accordance with the laws of Malaysia.

16. Subrogation

If We shall become liable for any payment under this Certificate, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party, and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies, and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

17. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when the terms in this Certificate need to be changed.

18. Data Protection Obligations and Rights (PDPA)

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other insurance companies or takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of the Covered Person or another individual, You must inform that individual of Our privacy notice.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my.

WHAT IS NOT COVERED

We will not pay You for any consequence whatsoever which is the direct or indirect result of any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
2. Any action taken in controlling, preventing, suppressing, or in any way relating to (1) above;
3. While the Participant or driver does not have a valid driving licence to drive the Named Vehicle. This will not apply if the Participant or driver have an expired licence but are not disqualified from holding or obtaining such driving licence under any existing laws, by-laws and regulations in Malaysian, Singapore, Thailand or Brunei. All benefits pursuant to this Certificate shall not apply to the passenger(s) in the Named Vehicle whilst the vehicle is being driven by such Participant/driver;
4. While the Named Vehicle is used for hire, racing, road rally, pacemaking, speed-testing or for any purpose in connection with trade;
5. Participating in a terrorist act, riot, strike, or civil commotion;
6. Ionisation, radiation or contamination, by radioactivity from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons materials;
7. Suicide, attempted suicide or self-inflicted injury, while sane or insane;
8. Pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident;
9. Physical and violent provocation by any Covered Person, leading to a similar response that leads to physical harm or death;
10. Training, practising or taking part in hazardous sports or activities such as (but not limited to):
 - a) underwater activities involving the use of compressed air or gas;
 - b) potholing, climbing or mountaineering;
 - c) hunting, off-road vehicle activities, or water-skiing;
 - d) flying or other aerial activities, except as a fare-paying passenger in a commercial airline;
 - e) parachuting, sky-diving, hang-gliding, or bungee jumping;
 - f) any racing activities other than on foot;
 - g) professional sports; or

- h) martial arts or fighting;
- 11. As a member of an air crew, ships crew, or oil-rig crew, or as divers or fishermen;
- 12. Participating in mining, logging, sawmilling, woodworking, underground work, demolition, blasting, or quarrying;
- 13. Using scaffolding, or work on the exterior of buildings above the ground floor; or
- 14. Involving explosives, poisonous or hazardous gases, liquids or substances.
- 15. Committing or attempting to commit any unlawful or criminal act, whether directly or as an accessory;
- 16. the Participant or driver is under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Doctor but excluding drugs used in the treatment of alcohol or drug addiction), except where the Participant is a passenger;
- 17. Being engaged, whether as employee, self-employed person, volunteer, intern, or trainee within the military, civil defence, law enforcement, fire-fighting or security services or organisations; or
- 18. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

WHAT IS NOT COVERED UNDER ETIQA AUTO ASSIST PROGRAM BENEFITS

Our service provider shall not be required to provide its services under the following circumstances:

- 1. Services which are not organised or pre-approved directly by Our service provider;
- 2. Cost of services which are claimable under the Motor Takaful Certificate (e.g. towing cost in the event of an Accident);
- 3. Any cost on parts and cost of repairs at the workshop or service centre;
- 4. If the Named Vehicle is or has been modified for participation in rally and racing or modified against government regulations;
- 5. Service provision outside the territorial limits stated;
- 6. Any illegal or unlawful act by the Participant/driver and/or passenger(s) of the Named Vehicle for any unlawful or illegal purposes;
- 7. Any commercial vehicle;
- 8. When the car keys are not available or locked inside the Named Vehicle;
- 9. When there is no mechanical part in the Named Vehicle, such as no engine or transmission;
- 10. Towing of a Named Vehicle for the purpose of disposing the vehicle;
- 11. Towing of a Named Vehicle for the purpose of transferring the vehicle from one workshop to another;
- 12. No valid road tax disc displayed on the Named Vehicle;
- 13. Towing a stolen Named Vehicle which has been discovered, abandoned or due to vandalism;
- 14. Named Vehicle that has been dismantled fully or partly in a workshop;
- 15. Towing a Named Vehicle that is greater weight than for which it was designed as stated in manufacturer's specifications;
- 16. Towing a Named Vehicle which registration number does not match with the number registered with Our service provider;
- 17. If the Named Vehicle suffers a mechanical breakdown and is immobilised on an unpaved road surface or on a road that is not gazetted road of the Malaysia, Singapore, Thailand or Brunei Road System; and
- 18. If the Named Vehicle requires the use of special equipment during the recovery.

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 Online: 1300 13 8888
E-mail: info@etiqa.com.my
Homepage: www.etiqa.com.my
3. In the event of claims under this 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 6, 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 2297 1919
E-mail: complaint_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 Laman Informasi, Nasihat & Khidmat (BNMLINK) 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:

E-mail: enquiry@ofs.org.my
or
Facsimile Number: +603-2272 1577
or
Postal address:

Chief Executive Officer
Ombudsman for Financial Services
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 BNMLINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, 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: bnmlink@bnm.gov.my