

STAMP DUTY
PAID

GROUP PERSONAL ACCIDENT TAKAFUL CERTIFICATE

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by an application and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Takaful Berhad (201701025031)** (hereinafter referred to as "the Takaful Operator") for the takaful cover in the terms hereinafter contained.

In consideration of the payment by the Participant of the Contribution as stated in the Schedule and subject to the terms, provisions, exclusions and conditions herein or endorsed hereon, the Takaful Operator agrees to indemnify the Participant during the period of takaful if the Person Covered shall sustain bodily injury caused solely and directly by accidental means which injury shall solely and independently of any other cause result in his death or disablement as within defined, the Takaful Operator will pay to the Participant or in the case of his death to his legal personal representatives the Compensation as specified in the Schedule.

Special Provisions

(a) Exposure

If following an accident the Person Covered is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only under Death and Total Permanent Disablement.

(b) Disappearance

If the body of the Person Covered has not been found within a year after the date of disappearance following an accident, the Takaful Operator may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Person Covered has been established provided that if at any time after the payment has been made by the Takaful Operator shall be refunded forthwith.

(c) Strike, Riot and Civil Commotion

This Certificate is extended to cover the Person Covered as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as Person Covered himself is actively participating then this extension becomes null and void.

(d) Murder, Assault or Kidnapping

This Certificate is extended to cover the Person Covered as within mentioned resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Person Covered.

(e) Hijacking

This Certificate is extended to cover the Person Covered as within mentioned resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Person Covered is a passenger, provided always that this extension does not apply if the event results from Exclusion 1 of this Certificate.

(f) Amateur Sports Activities

This Certificate is extended to cover the Person Covered as within mentioned resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any accidents arising out of Exclusion 6 of this Certificate.

(g) Accidental Drowning or Suffocation

This Certificate is extended to cover the Person Covered as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

(h) Snake Bites, Harmful Insects or Food Poisoning

This Certificate is extended to cover the Person Covered as within mentioned resulting from snake bites, harmful insects or accidental food poisoning.

Exclusions

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

1. (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
- (b) Mutiny, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- (c) Any act of terrorism
For this purpose any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.
2. (a) Death or disablement loss or damage directly or indirectly caused by or contributed by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
- (b) Any accident loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
3. Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this takaful by any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation (s) or government (s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.

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

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

4. The Person Covered while engaging in or taking part in Government regular Police, arm forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
5. The Person Covered whilst traveling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst traveling as a passenger over established air routes in a fully licensed aircraft operated by a recognised Airline.
6. The Person Covered engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, under-water activities involving the use of breathing apparatus, or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
7. The Person Covered being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
8. Sickness or disease of any kind, pregnancy or childbirth or pre-existing physical defect or infirmity, insanity, suicide or intentional self-injury.
9. Provoked murder or assault.
10. Any form of martial arts.
11. The Person Covered while committing or attempting to commit any unlawful act.
12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
13. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Conditions

1. 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.
2. 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 Person Covered has become affected.

All notices given by the Participant to the Takaful Operator must be in writing addressed to the Takaful Operator and must be sent by registered post and no alteration in the terms of this Certificate nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorised representative of the Takaful Operator.

3. This takaful may be terminated at any time at the request of the Participant, in which case the Takaful Operator will retain a rateable proportion of the contribution for the time the Certificate has been in force. This Certificate may also be terminated at the option of the Takaful Operator by sending fourteen (14) days' notice by registered letter or courier to the Participant at this last known address, in which case the Takaful Operator shall be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation.
4. The Takaful Operator 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 recognise 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.
5. 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 there from or if this Certificate or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Certificate shall be void.
6. Upon the happening of an accident likely to give rise to a claim under this Certificate the Participant shall give immediate written notice to the Takaful Operator or not later than fifteen (15) days after the happening of the accident and deliver to the Takaful Operator 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 Takaful Operator all such certificates, information and evidence as may be required by the Takaful Operator and the Covered Person 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 life covered, 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 before interment or cremation stating the time and place of any inquest appointed.

The Death of the Covered Person 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 the Participant's legal personal representatives) for any claim hereunder, in no case shall the Takaful Operator 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.

7. The Person Covered shall not be less than 16 years of age or more than 65 years of age.

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 required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion 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 Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
9. If the contribution for this certificate has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Takaful Operator to inspect such record. The Participant shall within one month from the expiry of each Period of Cover furnish to the Takaful Operator such particulars and information or the Takaful Operator may require, the contribution for such period thereon be adjusted and the difference paid by or to the Participant on the case may be.
10. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each period of cover. The name of every such employee together with the amount of wages salary and other earnings shall be duly recorded in a proper wages book. The Participant shall at all times allow the Takaful Operator to inspect such book and shall supply the Takaful Operator with a correct account of all such wages salaries and other earnings paid during any period of cover within one month from the expiry of such period of cover.

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

11. During the course of the employment of the Covered Person by the Participant, the Participant shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
12. Any receipt of discharge which the Covered Person or his legal personal 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 Covered Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.
13. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant or by any Claimant under this Certificate in so far as they relate to anything to be done or complied with by the Participant or by any Claimant under this Certificate and the truth of the statement and answers in the said proposal and declaration shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.
14. 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 mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates whereby the operator shall have the full discretion to waive part of the Wakalah fee:

Commission	: Up to 25% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the Intermediary
Total Wakalah Fee	: 45% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah. The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their Takaful certificates.

In the event of insufficient balance in the Fund to pay the Participant's Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's Fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The Fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

15. **“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.

“Ju'alah” is a wage 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 the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

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

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

“Takaful” means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

“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, this means that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorised the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

Scale of Benefits

Event: Bodily injury caused solely and directly by accidental means which independently of any other cause shall within 12 calendar months result in death, loss or disablement or necessitate medical and surgical treatment.

Result	Description	Compensation
A	Death	Amount stated in the schedule
B	Total and Permanent Loss or Disablement	A percentage of the amount as stated in the Schedule
1	Total and permanent disablement from following any employment or occupation	100%
2	Total and permanent loss of all sight in one or both eyes	100%
3	Total loss by physical severance or total and permanent loss of use of <ul style="list-style-type: none"> a. One or both hands at wrist b. Arm at shoulder c. Arm between shoulder and elbow d. Arm at or below elbow e. Leg at hip f. Leg between knee and hip g. Leg at or below knee 	100% 100% 100% 100% 100% 100% 100%
4	Total and permanent loss of: <ul style="list-style-type: none"> a. Sight in one eye except perception of light b. Lens of one eye 	50% 50%
5	Total loss by physical severance or total and permanent loss of use of : <ul style="list-style-type: none"> a. Thumb and 4 fingers of one hand b. 4 fingers of one hand c. Thumb 2 phalanges 1 phalanx d. Index finger 3 phalanges 2 phalanges 1 phalanx e. Middle finger 3 phalanges 2 phalanges 1 phalanx f. Ring finger 3 phalanges 2 phalanges 1 phalanx g. Little finger 3 phalanges 2 phalanges 1 phalanx h. Metacarpals first or second (additional) third, fourth or fifth (additional) i. All toes of one foot j. Great toe 2 phalanges 1 phalanx k. Any other toe 	50% 40% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 4% 2% 3% 2% 18% 6% 3% 3%

Result	Description	Compensation
6	Total and permanent loss of a. Hearing in both ears b. Hearing in one ear	75% 15%
7	Total and permanent loss of speech Where the injury is not specified the Takaful Operator reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale. "Total and permanent loss" includes total and permanent loss of use	50%
C	Temporary Total disablement from engaging in or attending to usual business. <u>Weekly compensation at the rate stated</u>	Amount as per Schedule
D	Temporary Partial disablement from engaging in or attending to usual business <u>Weekly compensation at the rate state</u>	Amount as per Schedule
E	Reasonable medical, surgical, hospital, nursing home and nursing fees or charges <u>necessarily within twelve months from the happening</u> of the event	Amount as per Schedule

Compensation shall not be payable:

- a. in respect of Results A and B for more than the Death Compensation in the aggregate during any Period of Takaful.
- b. for Results A and B (1), B (2) and B (3) caused by the same event except as regards Result A if Compensation has been paid or is payable for Result B (4), B (5), B (6) and B (7) in respect of the same Event the amount payable shall be limited to the sum by which Compensation A exceeds such Compensation.
- c. for Result C and D for the same period of disablement nor for any period of disablement subsequent to Compensation becoming payable for Results B caused by the same Event.
- d. in respect of Results C and D or C and D combined for any period in excess of 104 weeks from the happening of the Event.
- e. for any specific Result where greater Compensation is payable for a Result which includes such specific Result.
- f. for any of the Result until the total amount has been agreed.

Clauses

The following clauses, endorsements and warranties are applicable to this certificate:

1. Contribution Warranty

It is fundamental and absolute special condition of this contract of takaful that the contribution due must be paid and received by the Takaful Operator within sixty (60) days from the inception date of this certificate/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Takaful Operator shall be entitled to the pro rata contribution for the period they have been on risk.

Where the contribution payable pursuant to this warranty is received by an authorised agent of the Takaful Operator, the payment shall be deemed to be received by the Takaful Operator for the purpose of this warranty and the onus of proving that the contribution payable was received by a person, including the takaful agent, who was not authorised to receive such contribution shall lie on the Takaful Operator.

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

2. Automatic Additions and Deletions Clause

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

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

General Provision

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 accordance with any applicable laws.

Important Notice

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 the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's 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 Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad 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 Etiqa General Takaful Berhad 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
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelelink@bnm.gov.my

Our Commitment to High Standard of Customer Service

We do everything we can to ensure that you receive the high standard of service you expect. If we fall below these standards, or you are unhappy with our service, please write to Our Head of Feedback Centre who will ensure that your feedback is dealt with instantly.

The address is:

Etiqa General Takaful Berhad
Complaint Management Unit
Level 6, Tower B, Dataran Maybank
No 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500
Email: complaint_cmu@etiqa.com.my