

PRODUCT DISCLOSURE SHEET	Etiqua General Takaful Berhad (“We/Us/Our”)
Read this Product Disclosure Sheet before you decide to participate in the Public Liability Takaful . Be sure to also read the general terms and conditions.	Public Liability Takaful Date : <u>20/03/2024</u>

1. What is this product about?

This cover is to protect Participants against third party liability claim including cost and expenses occurring during the period of indemnity and caused by an occurrence in connection with Participants’ business.

2. What are the Shariah concepts applicable?

Wakalah

This product applies the Wakalah (agency) concept, whereby the Participants appoint Us to act on their behalf to invest and manage the General Takaful Fund (Fund). The Participants also agree to authorise Us to delegate Our rights, duties and obligations to any third party as We deem fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation We will remain liable and responsible for all such rights, duties and obligations towards the Participants. As an intermediary, We are entitled to receive a Wakalah Fee as a service charge whereby We shall have the full discretion to waive part of the Wakalah fee.

Tabarru’

This plan also applies the Tabarru’ (donation) concept, whereby the Participants agree to donate or contribute their contributions to the General Takaful Fund (Fund) for the purpose of mutual aid and assistance to the Participants based on the pre-agreed events, in case of need. At the end of each financial year, any distributable surplus in the Fund, less repayment of historic deficits and makes allowance for a contingency provision, and is subject to the surplus policy approved by Our Shariah Committee, is shared 50% among the Participants whose certificates have not terminated and who have not made any claims within the financial year, and 50% to Us for operating and managing the Fund, based on the contract of Ju’alah. Ju’alah is a wage contract that specifies the share of the distribution of surplus on this basis. If the surplus is less than RM10.00, it will be credited into charitable fund which will be utilized as ‘amal jariah’ on behalf of the Participants. The charitable fund will be distributed to eligible recipients as approved by Our Shariah Committee for charitable purposes.

3. What are the covers / benefits provided?

This cover will indemnify Participants up to limit of indemnity:-

- when Participants legally liable to pay as damages for
 - a) Bodily Injury or
 - b) Property Damage
 - c) All costs and expenses of litigation recoverable by any claimant against Participants incurred with Our written consent
- arising in connection with the Trade or Business of and happening anywhere within the situation of the risk expressed in the Certificate provided that the compensation above does not exceed the amount of Liability specified in the schedule of the Certificate.

Duration of cover is for one year. You need to renew your takaful certificate annually.

4. How much contribution do I have to pay?

The total contribution that Participants have to pay may vary depending on the underwriting requirements of the Takaful Operator. Underwriting factors including Location of Risk, Limit of Liability, Business Activity type and Loss history will affect the contribution. Please refer to quotation slip for the estimated total contribution that you have to pay.

5. What are the fees and charges that I have to pay?

The fees and charges that you will have to pay are:

Type	Amount
Wakalah Fee	<ul style="list-style-type: none"> • Commission : Up to 25% of Contribution • Management Expenses : Total Wakalah Fee less Commission paid to the Intermediary • Total Wakalah Fee : 45% of Contribution
Service Tax	6% of Contribution
Stamp Duty	RM 10.00

6. What are some of the key terms and conditions that Participants should be aware of?

Importance of Disclosure

Non-Consumer Takaful Contract

- a. Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying 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 questions in the Application (or when you apply for this Takaful) You must answer the questions fully and accurately.
- b. Failure to take 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.
- c. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with Us.
- d. In addition to answering the questions in the Proposal Form (or when you apply for this takaful cover), you are 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.
- e. You also have a duty to tell Us immediately if at any time after your contract of takaful has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when you applied for this takaful cover) is inaccurate or has changed.

Market Value

Applicable only to stock in trade or merchandise. In the event of a loss or damage to the covered property, the limit of indemnity shall be the covered value or market value of the covered property whichever is lower, subject to any excess required that is stated in the certificate.

Average

Sum Covered stated in the Certificate must represent the adequate value since the Certificate is subject to Average condition which result you will not be fully indemnified at the time of loss.

Contribution warranty

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

Note: This list is non-exhaustive. Please refer to the Certificate contract for the full list of terms and conditions.

7. What are the major exclusions under this cover?

It does not cover certain losses such as:

- Liability assumed by agreement
- Liability to pay compensation in respect of injury or illness to any person under contract of service or apprenticeship
- Liability in respect of loss or damage to own property or property under the care, custody and control of the Participants.
- Liability caused by vibration
- Liability caused by breach of professional duty
- Liability cause directly or indirectly by seepage, pollution or water pollution, contamination, defective sanitary arrangements, chemical effluent fumes or other noxious gas

Note: This list is non-exhaustive. Please refer to the sample takaful certificate for the full list of exclusions under this certificate.

8. Can I cancel my cover?

You may cancel your Certificate by giving written notice to Us. Upon cancellation, you are entitled to a refund of the contribution based on the unexpired period of Takaful subject to the terms and conditions of the Certificate and minimum contribution to be retained by Us.

9. What do I need to do if there are changes to my contact details?

It is important that you inform Us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

10. Where can I get further information?

Should you require additional information about Public Liability Takaful, please refer to the *insuranceinfo* booklet available at all Our branches or visit www.insuranceinfo.com.my

If you have any enquiries, please contact Us at:

Etiqua General Takaful Berhad (201701025031)

(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

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11. Other types of similar cover available.

Please ask the Takaful Operator/intermediary for other similar types of plans offered by the Takaful Operator.

IMPORTANT NOTE:

YOU MUST ENSURE THAT YOUR LIABILITY IS COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE COVERING CERTIFICATE AND DISCUSS WITH THE INTERMEDIARY OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is valid as at or until **TBA**.