

STAMP DUTY
PAID

WORKMEN'S COMPENSATION TAKAFUL CERTIFICATE

Whereas the Certificate Holder (hereinafter called the 'Participant') carrying on the Business described in the Schedule and no other for the purpose of this Takaful by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqua General Takaful Berhad (201701025031)** (hereinafter referred to as "the Takaful Operator") for the Takaful hereinafter contained and has paid or agreed to pay the Contribution as consideration for such Takaful.

Now this Certificate witnesseth that if at any time during the Period of Takaful any employee in the Participant's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Participant in the Business and if the Participant shall be liable to pay compensation for such injury either under the Law(s) set below or at Common Law then subject to the terms, provisos, exclusions and conditions contained herein or endorsed hereon the Takaful Operator will indemnify the Participant against all sums for which the Participant shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

Law(s):

As amended up to the date of commencement of this Certificate

Workmen's Compensation Act 1952

Workmen's Compensation (Amendment) Act 1956

Workmen's Compensation (Amendment) Act 1976

Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981

Workmen's Compensation (Amendment) Act 1996

And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Certificate.

Common Law(s):

Non-statutory and statutory law other than Workmen's Compensation Legislation relating to payment to such compensation as a Court may award to employees proving injury by negligence of the employer; and the expression "Common Law" is deemed to include the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore, and Brunei Darussalam.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefore this Certificate shall remain in force but the liability of the Takaful Operator shall be limited to such sum as the Takaful Operator would have been liable to pay if the Law(s) had remained unaltered.

In respect of any claim at Common Law, the liability of the Takaful Operator for all compensation payable to any claimant or any number of claimants in respect of or arising out of anyone occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause does not exceed the limit of indemnity specified in the Schedule for any one occurrence, and in respect of all personal injury by accident or disease sustained as a result of all occurrences happening during any one Period of Takaful does not exceed the limit of indemnity specified in the Schedule for anyone Period of Takaful.

Exclusions

The Takaful Operator shall not be liable under this Certificate in respect of

- (a) any injury by accident or disease directly attributable to:
 - i) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war.
 - ii) mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, 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.
 - iii) any act of terrorism
For this purpose an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.
- (b) the Participant's liability to employees of contractors to the Participant.
- (c) any employee who is not a "workman" within the meaning of the Law(s).
- (d) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party.
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear 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) nuclear weapons material.
- (g) 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. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Takaful Operator. No change in this Certificate shall be valid unless approved by an authorised representative of the Takaful Operator and such approval be endorsed herein.
3. The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence, which may give, rise to a claim under this Certificate the Participant shall give written notice to the Takaful Operator as soon as possible or not later than fifteen (15) days from the date of occurrence and in any case within six (6) weeks after the happening of such occurrence deliver to the Takaful Operator a statement in writing all particulars and details as may be reasonably required by the Takaful Operator. Every letter claim writ summons and process shall be notified or forwarded to the Takaful Operator immediately on receipt. Notice shall also be given to the Takaful Operator immediately the Participant shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Participant without the consent of the Takaful Operator which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Takaful Operator may require.
6. If at the time any claim arises under this Certificate there be any other takaful and/or insurance covering the same liability the Takaful Operator shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
7. 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 Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow the Takaful Operator to inspect such records and shall supply the Takaful Operator with a correct account of all such wages salaries and other earnings paid during any Period of Takaful within one month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by a further proportionate payment to the Takaful Operator or by a refund by the Takaful Operator as the case may be.
8. This Takaful may be terminated at any time at the request of the Participant, in which case the Takaful Operator will retain the pro rata rate for the time the certificate has been in force. This Takaful may also be terminated at the option of the Takaful Operator by sending fourteen (14) days' notice by registered letter to the Participant at his 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.
9. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event 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.

10. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant in so far they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the said application and declaration shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.
11. The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of 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.

12. **"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.

Clauses

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

1. Jurisdiction Clause

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Participant which are not incurred in and recoverable in Malaysia.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

2. Common Law Liability Clause

It is hereby declared and agreed that notwithstanding anything stated to the contrary herein, this Certificate indemnifies the Participant against all sum for which the Participant shall be liable at Common Law up to a Maximum of sum as specified in the schedule as compensation for personal injury by accident or disease sustained by one or more employees in any one accident or occurrence and in the aggregate during the period of takaful.

3. 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 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 term 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:

Etiqua 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@etiqua.com.my