

## PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to participate in the Comprehensive General Liability Takaful.

Please be sure to also read the general terms and conditions.



TAKAFULmalaysia

Comprehensive General Liability Takaful

Date: 1 October 2020

### 1. What is this product about?

This product indemnifies you against your legal liability for property damages or bodily injuries to a third party caused by an accident while carrying out the covered works. In addition, the certificate will indemnify you for defence costs and expenses incurred in respect of a claim, subject to the limit of indemnity.

### 2. What are the Shariah concepts applicable?

This product applies the following Shariah concepts:

1. **Tabarru'** means donation for charitable purposes. Under this product, the participant donates a portion of the contribution to the General Takaful Fund (GTF) to help other participants.
2. **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 the imposition of a fee. Under this product, the participant authorizes the company to manage the GTF and in return, the company will receive a wakalah fee.
3. **Ju'alah** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this product, the participant allows the company to receive a portion of distributable surplus arising from the GTF as performance incentive for the Company's achievement in managing the GTF which results in the surplus.
4. **Qard** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this product, the company will lend an amount of money to the GTF without interest if the GTF is in deficit.

### 3. What are the covers / benefits provided?

This product covers all sums which the Participant shall become legally liable to pay as damages for:

- a) Bodily Injury to third party; or
- b) Damage to third party's tangible property

as a result of performing the contract work, provided that such liability to third party bodily injury of property damage occurred during the certificate subject to the indemnity limit.

In addition, this product also pays for legal costs and expenses of defending such claim and it is included as part of the limit of indemnity.

Extensions of coverage:

- Damage to Principal's existing property
- Care, Custody and Control
- Excess Automobile Liability
- Sudden and Accidental Pollution Liability

#### 4. How much contribution do I have to pay?

The total annual contribution that you have to pay may vary depending on;

- Contract Value
- Contract Duration
- Detailed Scope of Works
- Location of Risk
- Limit of Indemnity
- Experience in the business
- Loss history
- Third party surrounding property
- Liability assumed by Participant

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

Type	Amount
Wakalah Fees	45% of contribution of which: Commission – 15% Other expenses – 30%
Stamp Duty	RM10.00
Service Tax	6% of the contribution paid

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

##### A. Duty of disclosure

###### Non-Consumer Takaful Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if you are applying for this takaful for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it 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. The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us. 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) is inaccurate or has changed.

- B. An appropriate limit of indemnity is taken up
- C. Excesses – being the amount which is to be borne by the participant in the event of a claim
- D. This product is subjected to 60 days Contribution Warranty, i.e. contribution due must be paid and received by Company within sixty (60) days from inception. Failing which, certificate is automatically cancelled and 60 days pro rate contribution shall be entitled to Company.

**7. What are the major exclusions under this product?**

This certificate does not cover certain losses such as:

- a) Under workmen’s compensation Act 1952, employers’ liability, disability benefits, unemployment compensation law or similar law;
- b) For Pure Financial Loss. The term “Pure Financial Loss” means any loss other than Bodily Injury and/or Property Damage;
- c) For libel or slander, or infringement or passing off of plan, copyright, patent, trade name, trade mark, registered design or any other intellectual proprietary rights
- d) For Property Damage to any property owned by, occupied by or rented to the Participant, or to any work or operation performed by or on behalf of the Participant, or to any property in the Participant’s care, custody or control;
- e) Arising out of sole negligence of the Principal(s) or any other indemnitee(s);
- f) Arising out of the rendering of or failure to render any professional service;
- g) Arising out of any commodity, article, goods or thing sold or supplied;
- h) Arising out of ownership, possession, use or operation of watercraft or aircraft;
- i) Arising out of penalty or liquidated damages clauses, or punitive or exemplary damages;
- j) Arising out of asbestiform talc, asbestos, diethylstilbestrol, dioxin, urea formaldehyde, polychlorinated biphenyls, toxic mold or electric magnetic field;
- k) Arising out of pollution or environmental impairment of whatsoever kinds unless this Certificate is extended to indemnify against such liability to the extent as stated under the Sudden and Accidental Pollution Liability Clause;
- l) arising out of war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, sack or pillage in connection therewith, confiscation or destruction by any government or public authority;
- m) Arising out of terrorism (as per Terrorism Exclusion Clause);
- n) Arising out of radiations (as per Institute Radioactive Contamination Exclusion Clause); or
- o) Arising out of completed operation hazards (as per Completed Operation Liability Exclusion Clause).”
- p) Arising out of demolition works.
- q) Arising out of all transit related risk ( i.e. transportation).

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

**8. Can I cancel my certificate?**

You may cancel your certificate at any time by giving a written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution provided you have not made any claim.

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

It is important that you inform us of any change 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 on the Comprehensive General Liability Takaful, you can contact us or any of our branches or from our agent.

If you have any enquiries, please contact:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad [200701032316 (1246486-D)],  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
P.O. Box 11483,  
50746 Kuala Lumpur.

Tel: 1-300 88 252 385

Fax: 603 - 2274 0237

E-mail : [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)

Website: takaful-malaysia.com.my

**11. Other types of similar cover available.**

Please refer to our branches or agents for other similar types of cover available.

**IMPORTANT NOTE:**

**YOU SHOULD READ AND UNDERSTAND THIS PRODUCT AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

Syarikat Takaful Malaysia Am Berhad is licensed under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 1 October 2020.