



CERTIFICATE FOR Group Personal Accident Takaful



[This page is intentionally left blank]



The **Participant** as named in the Schedule agrees to participate in Group Personal Accident Takaful and pay the Contribution into the **General Takaful Fund (GTF)** based on **Tabarru'**. The **Participant** authorizes the Company based on **Wakalah** to manage the **GTF** and in return, the **Company** will receive the **Wakalah Fee**.

The **Participant** also agrees that a portion of distributable surplus arising from the **GTF** will be distributed to eligible participants and a portion of the distributable surplus will be received by the **Company** as a performance incentive based on **Ju'alah**. If the **GTF** is in deficit, the **Participant** agrees to accept an interest-free loan which will be provided by the **Company** to the **GTF** based on **Qard**.

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Certificate Schedule** and pursuant to the answers given in the Proposal Form (or when the Participant applied for this takaful) and any other disclosures made by the Participant between the time of submission of the Proposal Form (or when the Participant applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by the Participant shall form part of this contract of takaful between the Participant and the Company. In the event of any pre-contractual misrepresentation made in relation to the answers or in any disclosures made by the Participant, it may result in avoidance of the Participant's contract of takaful, refusal or reduction of the Participant's claim(s), change of terms or termination of the Participant's contract of takaful.

This **Certificate** reflects the terms and conditions of the contract of takaful as agreed between the Participant and the Company.

NOW THIS CERTIFICATE WITNESSETH that if during the Period of Takaful any of the Persons Covered shall sustain bodily injury as defined in the Schedule which injury shall solely and independently of any other cause result in death or disablement as hereinafter defined to such Persons Covered, the Company will subject to the terms, exceptions, provisions and conditions of and endorsed on this Certificate pay to the Participant the sum or sums of money specified in the Table of Benefits allocated to the said Persons Covered in the Schedule and the receipt of the Participant shall in all respects be an effective discharge to the Company.

COVERAGE

BODILY INJURY caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in the following losses, benefit of which are payable as specified in the Table of Benefits:

- A. DEATH occurring within twelve (12) calendar months of bodily injury as aforesaid.
- B. PERMANENT DISABLEMENT occurring within twelve (12) calendar months of injury as aforesaid. The percentages are stated under the Table of Benefits.

EXCEPTIONS

This Certificate does not cover:

- 1. Death or Disablement or any other loss caused directly or indirectly by:
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the Person Covered(s) is/are taking part therein;
 - (b) insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
 - (c) effect or influence of drugs or alcohol;
 - (d) pre-existing physical or mental defect or infirmity; or
 - (e) provoked murder or assault.
- 2. Death or Disablement or any other loss sustained by the Person Covered:
 - (a) while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service; or



- (b) while committing or attempting to commit any unlawful or criminal act.
- 3. Whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hang-gliding or participation in any form of race or competition other than on foot.
- 4. Individuals such as pilots, aviation crews and firemen during the course of their work or whilst on duty, fishermen, professional motor racers, professional sportsmen, stevedores, building demolition workers, divers, jockeys, logging workers, miners, marine salvage crew, individuals directly involved in making or handling explosives, personnel in the Armed Forces, any law enforcement forces, Policemen, tree fellers, window cleaners of high-rise buildings and other hazardous and dangerous occupations.
- 5. Nuclear energy or radioactivity of any kind including but not limited to ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons material.
- 6. This certificate does not cover claims as a result of Epidemics and / or Pandemics as declared by the World Health Organization or any governmental authority in Malaysia.

PROVISIONS

- 1. Unless otherwise agreed and endorsed hereon Compensation payable in respect of Death or Disablement occurring whilst the number of Persons Covered are to the Participant's knowledge travelling in the same conveyance occurring shall be limited to a maximum of Ringgit Malaysia One Million (RM1 Million). In the event the aggregate claims exceed the said amount, the Company shall settle the claims of the respective Persons Covered on a proportionate basis.
- 2. Compensation shall be payable only when the claim shall have been proved to the satisfaction of the Company.
- 3. Compensation under Benefit C1 (Temporary Total Disablement) is payable if such bodily injury, wholly and continuously disable and totally prevent the Person Covered from and rendering him completely incapable of attending to any part of his ordinary profession, business or occupation.
- 4. Compensation under Benefit C2 (Temporary Partial Disablement) is payable if such bodily, wholly and continuously disable the Person Covered from and rendering him incapable of attending to some portion of his profession, business or occupation.
- 5. Compensation under Benefits C1 (Temporary Total Disablement) and C2 (Temporary Partial Disablement) either separately or together shall not be payable in respect of any one Person Covered for a longer period than fifty two (52) weeks in respect of any one injury calculated from the date the Person Covered was first examined by a Qualified Medical Practitioner.
- 6. We shall not pay more than 100% in aggregate for any or all Benefits under A, B, C1 and C2 and any payment made under Benefits C1 and/or C2 shall be deducted for any subsequent compensation payable under Benefits A and/or B.
- 7. Compensation under Benefit D (Medical and Surgical Treatment) shall be payable only if such medical or surgical treatment is furnished to the Person Covered by a Qualified Medical Practitioner within one (1) year after the date of accident, provided that the first expense is incurred within twenty six (26) weeks after the date of accident.

Medical Practitioner means legally qualified Medical Practitioner other than the Participant or Person Covered himself/herself or a member of the Participant's or the Person Covered's immediate family.



TABLE OF BENEFITS

	PERCENTAGES OF THE SUM COVERED
A. ACCIDENTAL DEATH	100%
B. PERMANENT DISABLEMENT	
Loss of two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	
- at hip	100%
- between knee and hip	100%
- below knee	100%
Eye: Loss of	
- whole eye	100%
- sight of one eye except perception of light	50%
- lens of one eye	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	50%
Loss of thumb	
- Both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	2%
Loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger	
- three phalanges	5%
- two phalanges	3%
- one phalanx	2%
Loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%
Loss of metacarpal	
- first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of toes	
- all	15%
- great toe, both phalanges	5%
- great toe, one phalanx	2%
- other than great toe if more than one toe lost, each	1%
- if more than one toe lost, each	1%
Loss of hearing	
- both ears	75%
- one ear	15%
Loss of speech	50%

Where the injury is not specified, the Company reserves the right to adopt a percentage of disablement which in its opinion is consistent with the provisions of the Table of Benefits. Permanent total loss of use of member shall be treated as loss of member. The aggregate of all percentages payable in respect of any one accident shall not exceed one hundred percent (100%). In the event of a total loss of 100% having been paid, all coverage under Benefits A and B shall immediately cease to be in force in respect of that Person Covered. All other losses, smaller than 100%, if having been paid shall reduce the respective Person Covered's coverage under Benefits A and B by that amount from the date of accident until the expiration of the Certificate.



CONDITIONS

This Certificate and 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.

1. OBSERVANCE

The due observance and fulfillment of the terms of this Certificate in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the Proposal and Declaration made by the Participant shall be a condition precedent to any liability of the Company.

2. NOTICE

Any correspondence, notice, request, instruction required by the Company must be in writing, whether by written notice or via electronic means.

3. MISREPRESENTATION/FRAUD

In the event of a misrepresentation by the Participant where the certificate has been in force for a period of two (2) years or less, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

- a) the certificate being voided and all claims refused; or
- b) a variation of terms of the certificate; or
- c) a change in the contribution amount; or

any other options that are appropriate based on the misrepresentation.

4. INFORMATION AND EVIDENCE OF INJURY

All certificates, information and evidence required by the Company shall be furnished by and at the expense of the Participant (or his legal representatives) and shall be in such form and of such nature as the Company may prescribe. The Participant shall as often as required arrange for the Person Covered to submit to medical examination on behalf of the Company at his own expense in respect of any alleged bodily injury. In case of death of the Person Covered there must be delivered to the Company a certificate of death issued by the relevant authorities and/or other reports from a qualified medical practitioner stating as fully as possible the nature, extent and duration of the injury, cause of death and all such other information and evidence as the Company may require or consider necessary to satisfy itself of the identity of the Person Covered and the title of the claimant.

5. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION

The Participant shall give immediate notice to the Company of any change in the Participant's address or business or occupation or of the trade or occupation of any Person Covered and shall also give notice before any renewal of this Certificate, of any injury, disease, physical defect or infirmity affecting the Person Covered and of which the Participant has become cognizant.

6. REASONABLE PRECAUTION TO PREVENT ACCIDENT

During the course of employment, the Persons Covered by the Certificate and the Participant shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.

8. BODILY INJURY

In the case of bodily injury to which this Certificate relates:

- (a) the Person Covered shall procure and act upon medical or surgical advice as soon as practicable.
- (b) written notice shall be given to the Company as soon as possible but in any event within twenty one (21) days of the accident causing such injury.

9. BENEFITS EXPRESSED AS A PROPORTION OF ANNUAL SALARIES OR WAGES

In the event of the Benefits being expressed as a proportion of annual salaries or wages:

- (a) It is agreed that the number of Employees (designated as the Persons Covered in the Schedule) and the



Description of Trades or Occupations in the Schedule include the trades or occupations of all employees engaged by the Participant (except as otherwise stipulated by or agreed to by the Company) and the number of such Employees engaged in each specified trade or occupation as at the date of inception of this Certificate and the Participant shall give written notice to the Company of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.

- (b) The first Takaful Contribution and all renewal Takaful Contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to the employees during the period of Takaful. The name of every such employee together with the amount of wages, salaries and other earnings shall be duly recorded in a proper wages book. The Participant shall at all times allow the Company to inspect such book and shall supply the Company with a correct account of all such wages, salaries and other earnings paid during any period of Takaful within one (1) month from expiry of such period of Takaful.

10. RENEWAL AND CANCELLATION OF CERTIFICATE

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal Contribution becoming due. The Certificate shall not be renewable in respect of any Person Covered after the end of the period of Takaful during which such Person Covered attains the age of sixty five (65) years.

The Takaful effected by this Certificate either in its entirety or in respect of any particular Person Covered may be cancelled by the Company at any time by fourteen (14) days' notice by registered letter sent to the Participant at the Participant's last known address provided that such cancellation shall be without prejudice to the rights of the Participant in respect of prior injury to any Person Covered. By like notice to the Company the Participant may at any time cancel this Certificate.

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 Person Covered, the relative Takaful Contribution for the period from the commencement of the then current period of takaful to the date of such cancellation shall be regulated as provided in Condition 8 (b) above.

In the event of such cancellation by the Company of this Certificate either in its entirety or in respect of any particular Person Covered, the Company shall return to the Participant the then last Takaful Contribution paid by the Participant either for the Certificate in its entirety or for the particular Person Covered concerned less a pro rate part thereof for the period of the year of which the Certificate has been in force either in its entirety or in respect of the Person Covered whichever the case may be. The Certificate may also be terminated by the Participant in writing to the Company in which case the Company shall apply the same procedure in respect of the Takaful Contribution as aforesaid.

11. NOTICES OF CLAIM

- (a) Notice of injury on which the claim may be based and which is covered by the Certificate, must be given in writing to the Company within thirty (30) days after occurrence. The Company upon receipt of such notice shall furnish the Participant with a claim form for the filing of proof of claim.
- (b) In case of Death reasonable notice shall be given to the Company before burial or Cremation and the company may require to be represented at a post-mortem or examination on the body of the Person Covered. The Company shall have the right and opportunity to commission an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the Company of any inquest appointed.
- (c) In respect of any named employee, after a claim has been admitted and a total of 100% having been paid under Table of Benefits A and B, this Certificate shall become void, and no further liability shall befall the Company but only in so far as said named employee is concerned.



12. ARBITRATION

All differences arising out of this Certificate shall 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 (2) arbitrators, one (1) to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties, or in case the arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. The seat of arbitration shall be Kuala Lumpur and the laws of Malaysia shall apply to the arbitration.

13. TIME LIMIT FOR COMPANY'S LIABILITY

If the Company shall disclaim liability to the Participant for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve (12) calendar months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.

14. SUBROGATION

The **Company** reserves the right to undertake in the **Participant's** name and the **Participant's** behalf:

- the full conduct, control and settlement of any proceedings,
- recover compensation or secure indemnity from any third party in respect of anything covered by this Certificate.

at the **Company's** expense and benefit.

15. TERMINATION OF THIS CERTIFICATE

This Certificate shall automatically terminate upon occurrence of any of the following:

- a) upon cancellation of this Certificate by the Participant; or
- b) upon cancellation of this Certificate by the Company; or
- c) when there is fraud or misrepresentation of material fact during application; or
- d) when the sum covered is fully paid; or
- e) when the Certificate expires; or
- f) upon cancellation due to Takaful Contribution Warranty.

If the termination is due to (a) and (b), the Company will refund to the Participant the Tabarru' amount and Wakalah fee for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c), the Company will refund to the Participant the Contribution in full which includes the Tabarru' amount and the Wakalah fee. If the termination is due to (d), (e) and (f), the Company will not refund to the Participant the Wakalah fee.

Any Contribution receipt by the Company after the termination of this certificate will not create any liability to the Company but the Company will refund such Contribution to the Participant without profit.

16. BENEFITS

All benefits specified in this Certificate will be payable from the **GTF**.

17. CUSTOMER SERVICE CHARTER

The Participant may visit the Company's website to know more about the Company's Customer Service Charter.

18. LEGAL PROCEEDING CLAUSE

No action at law or in equity shall be brought to recover on this **Certificate** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Certificate**. If the **Person Covered** shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Certificate**, the **Person Covered** may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the **Certificate** terms and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of **Us**. After such grace period has expired, **The Company** will not accept, for any reason whatsoever, such written proof of loss.



19. DUTY OF DISCLOSURE

For Non-Consumer Takaful Contracts

Where the Participant has applied for this Takaful for the purpose of providing takaful benefits to the Participant's employees and their family/dependants, the Participant has a duty to disclose any matter that the Participant knows to be relevant to the Company's 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 the Participant's contract of takaful, refusal or reduction of the Participant's claim(s), change of terms or termination of the Participant's contract of takaful. The Participant also has a duty to tell the Company immediately if at any time after the Participant's contract of takaful has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Participant applied for this takaful) is inaccurate or has changed.



**CLAUSES/ENDORSEMENTS/WARRANTIES
(THESE APPLY TO THE WHOLE CERTIFICATE)**

1. TAKAFUL 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 Company within sixty (60) days from the inception date of this Certificate/Endorsement/Renewal Certificate.

If this condition is not complied with then this Certificate is automatically cancelled from the inception date without further reference to the Participant/Certificate Owner wherein the Company shall disclaim all liabilities in any form whatsoever effective from the date thereof.

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

Subject otherwise to the terms and conditions of this Certificate.

2. SANCTIONS EXCLUSION CLAUSE

The Company shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

The **Company** may terminate this Certificate with immediate effect and shall not thereafter be required to transact any business with the Participant in connection with this Certificate, including but not limited to, making or receiving any payments under this Certificate.

3. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If **the Company** discovers, or has justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, **the Company** reserves the right to terminate the Certificate immediately. **The Company** shall deal with all contributions paid and all Benefits or sums payable in respect of the Certificate in any manner which **the Company** deems appropriate, including but not limited to handing it over to the relevant authorities.

4. TERRORISM MASS DESTRUCTION EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Takaful or any endorsement thereto it is agreed that this Takaful shall exclude Terrorism but only as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever those may be distributed or combined.

For the purpose of this Clause:

- (i) Terrorism means an act, or acts, of any person, or group(s) of persons, 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 limited to, the actual use of force or violence and/or threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
- (ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death amongst people or animals.
- (iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced



toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

5. DATE RECOGNITION CLAUSE

It is noted and agreed this Certificate is hereby amended as follows:

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 - 1. correctly recognize any date as its true calendar date,
 - 2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date, and/or
 - 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including bodily injury), expenses incurred or any consequential loss referred to in A, B, C or D above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the Certificate.

6. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

The Participant/Person Covered may make inquiries or request for access to or correction of their Personal Data or limit the processing of their Personal Data at any time hereafter by submitting such request to the Company via email to csu@takaful-malaysia.com.my. The Company will retain the Participant's/Person Covered's personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

The Participant has expressly acknowledged and consent to the Participant's Personal Data to be stored, processed and disclosed by the Company for the purposes and in accordance with the Company's Privacy Notice as published on the Company's website.

7. MANAGEMENT OF FUND

Pursuant to the authorization given to the Company by the Participant and the rest of the participants, the Company will manage the GTF in accordance with Shariah and in a manner that preserve the interest of the participants. The Company has the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.



8. DEFICIENCY & LOSS RECTIFICATION

If the GTF is in deficit, the Company will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. The Company may waive its rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to its mismanagement or negligence, the Company will make an outright transfer to rectify the deficit or loss.

**CLAUSES/ENDORSEMENTS/WARRANTIES
(ONLY APPLICABLE IF STATED IN THE SCHEDULE)**

C001 DISAPPEARANCE CLAUSE

Subject to all the terms, limitations, conditions and exclusion of this Certificate except as specifically provided herein, if the Person Covered disappears during the period of this Takaful and his body is not found within one year after disappearance, and sufficient evidence is produced to the Company's satisfaction that leads inevitably to the conclusion that he sustained accidental bodily injury and that such an injury caused his Death, the Company shall forthwith pay Death benefit under this Takaful provided that the Persons to whom such sum is paid shall sign and undertake to refund such sum to the Company if the Person Covered is subsequently found to be living.

C003 STRIKE, RIOT AND CIVIL COMMOTION

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that in consideration of the payment of an additional Contribution this Certificate is extended to cover Death or Disablement as within defined directly or indirectly caused by Riot, Strike or Civil Commotion except in so far as the Person Covered himself is actively participating when this extension becomes null and void.

C004 HIJACKING CLAUSE

It is hereby declared and agreed that the within Certificate is extended to cover hijacking provided it is not directly or indirectly occasioned or contributed to or traceable to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

C007 AUTOMATIC INCLUSION AND DELETION CLAUSE

Additional personnel will automatically be held covered under this Certificate provided that noticed of each inclusion/addition be advised by the Participant within 30 days of the date of commencement of employment and the appropriate additional contribution paid. Deletion of lives covered will be similarly effected from the date of termination of their employment.

C008 FLYING ON UNSCHEDULED AIRCRAFT/HELICOPTER

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the within Certificate is extended to cover the employees of the Participant whilst travelling as a passenger in an aircraft and/or helicopter operated by qualified pilots.

C011 REPATRIATION EXPENSES

It is hereby declared and agreed that this Certificate is extended to cover Repatriation Expenses following accidental Death of each Person Covered whilst outside the normal place of domicile or residence up to a maximum limit as stated in the Schedule and/or actual repatriation expenses incurred whichever is the lesser.

C017 UNPROVOKED MURDER AND ASSAULT

It is hereby declared and agreed that the Takaful by this Certificate is extended to cover the risk of Murder, Assault or Attempt thereat.

C020 RUKUN TETANGGA ACTIVITIES

It is hereby declared and agreed that the Certificate is extended to cover "Rukun Tetangga" Duties.



- C025 AMATEUR SPORT ACTIVITIES CLAUSE**
It is hereby declared and agreed that notwithstanding anything herein contained to the contrary, the benefits provided by this Takaful are payable in the event of Death or Permanent Disablement arising whilst the Person Covered is engaged in indoor or outdoor sport as an amateur. EXCEPT as varied by this Memorandum the terms and conditions of this Certificate including any endorsement shall remain unaltered.
- C026 EXPOSURE CLAUSE**
It is hereby declared and agreed that subject to all terms, limitations, conditions and exclusions of this Takaful except as specifically provided herein, this Takaful covers claims arising out of bodily injury caused by exposure to the elements as a result of an accident covered hereunder provided that in the event of Death of the Person Covered caused by exposure to the elements that this Death is the subject of a properly constituted Judicial Body Enquiry by which it is found that the Person Covered died of exposure as a result of an accident.
- C030 FOOD AND DRINK CLAUSE**
It is hereby declared and agreed that this Certificate is extended to cover Death or bodily injury as within defined directly resulting from food and drink poisoning.
- C031 SUFFOCATION THROUGH SMOKE FUMES AND POISONOUS GAS CLAUSE**
It is hereby declared and agreed that the Certificate is extended to cover Death or Permanent Disablement to the Person Covered arising from accidental suffocation through Smoke, Fumes and Poisonous Gas.

Subject otherwise to the terms, conditions exceptions of the Certificate.
- C032 GAS POISONING CLAUSE**
Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the takaful granted by this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to gas poisoning as a result of an accident as defined in the Certificate and not due to any other cause.
- C033 HUNTING CLAUSE**
Notwithstanding anything contained herein to the contrary this Certificate is extended to cover bodily injury as herein defined consequent upon hunting whether on foot or otherwise. Provided always that the Company shall be not be liable to make any payment for bodily injury consequent upon steeple-chasing or point to point racing.

Subject otherwise to the terms, exceptions and conditions of this Certificate.
- C034 SPECIFIED SPORTS ACTIVITIES**
Notwithstanding anything contained herein to the contrary this Certificate is extended to cover bodily injury as herein defined consequent upon indoor and outdoor games except racing of any kind other than on foot.
- C035 FUNERAL EXPENSES CLAUSE**
If the Person Covered shall sustain injury resulting in his Death within one year from the date of the accident, the Company will pay the funeral expenses necessarily incurred and paid up but not exceeding the sum as state herein for any one Person Covered subject to satisfactory evidence being furnished to the Company that such cremation, interment, burial or funeral expenses services of such deceased Person Covered had taken place.
- C038 ACCIDENTAL DROWNING OR SUFFOCATION**
Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to accidental drowning or suffocation.



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

C040

SNAKE AND HARMFUL INSECTS BITES

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to Snake and Harmful Insects bites.

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

C041

KIDNAPPING EXTENSION

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that this Certificate shall extend to cover the Person Covered against Death and Permanent Disablement arising out of or due to Kidnapping.

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

C046

DOUBLE INDEMNITY ENDORSEMENT

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of Death or Permanent Loss of Use of Two Limbs or Total Paralysis of the Person Covered whilst travelling in any public transport systems including lifts, the Company will pay to the Participant double the principal sum as set forth in the Schedule.

C050

AMBULANCE FEES

It is hereby declared and agreed that the reimbursement is for the charges by the hospital or by a private ambulance Company for emergency/ambulance response consequent upon an accident as defined in the Certificate up to the limit of RM200 per accident.

C051

DAILY HOSPITAL INCOME

It is hereby declared and agreed that the coverage is for each day of confinement in a Malaysian Government or Private Hospital up to a Maximum of 30 days from the date of accident during Period of Cover up to the amount as specified in the Certificate Schedule.

C052

PURCHASE OF ORTHOPAEDIC EQUIPMENT

It is hereby declared and agreed that the reimbursement is for the actual expenses incurred up to the limit as specified in the Certificate Schedule or up to the maximum amount in the aggregate during Period of cover as specified in the Certificate Schedule, for the purchase of orthopaedic equipment (including wheelchairs and crutches), recommended by an orthopaedic surgeon due to Accidental Bodily Injury as defined hereon suffered by the Participant.

C053

SNATCH INJURY

It is hereby declared and agreed that the Company shall compensate a lump sum in cash for injury caused by snatch thief up to the limit as specified in the Certificate Schedule or up to the maximum amount in aggregate during Period of cover as specified in the Certificate Schedule subject to Police Report being lodged.

C054

AUTOMATIC ADDITION AND DELETION CLAUSE – UNNAMED BASIS

It is hereby declared and agreed that Contribution of this Certificate is calculated based on the Total Sum Covered for the number of employees declared at the inception of the Period of Takaful.

It is further agreed that all additional personnel will be automatically held covered under this Certificate from the first day of employment and deletion of any Person Covered will be similarly effected from the date of termination of their employment.

The Participant agrees to declare to the Company in writing the value of the Total Sum Covered for all employees within thirty (30) days from the expiry of the Period of Takaful, after which Contribution adjustment shall be calculated based on the rate quoted at inception. The



declaration is to be signed by an authorized person of the Participant. If the resultant Contribution be greater than the Contribution charged at inception, the Participant shall pay the difference, if it be less, the difference shall be refunded to the Participant but such refund shall not exceed 25% of the initial Contribution charged at inception.

C055 UNNAMED GROUP PERSONAL ACCIDENT ENDORSEMENT

It is hereby understood and agreed that the Certificate is issued based on the number of employees declared to the Company under the classification as stated in the Schedule. In the event of any claim, the Participant must furnish proof of documentary evidence to the Company that the Person Covered is under the Participant's employment during the Period of Takaful. If the number of employees under the classification of occupation is more than the number of employees under the classification of occupation stated in the schedule, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss.

C056 MOTOR CYCLING / PILLION RIDING

The words "Motor Cycling" whether as driver or passenger is covered but does not cover motor cycling whether as driver or passenger whilst racing, pace-making, speed testing or taking part in reliability trials.

It is hereby declared and agreed that notwithstanding anything in contained to the contrary, the Takaful granted under this Certificate extends to cover accidental Death or Disablement of the Person Covered whilst riding or operating on a two wheeled vehicle and have a valid license to ride and operate the two wheeled vehicle.

Provided always that the Company shall not be liable:

- (a) for accidental Death or Disablement arising as a result of head injuries sustained by the Person Covered unless at the time of the accident the Person Covered was wearing a safety helmet.
- (b) in respect of any accident caused or sustained whilst the Person Covered is engaged in racing, pace making, speed testing, organised reliability trials, hill climbing or sports rallies or competitions.

BOC1 TEMPORARY TOTAL DISABLEMENT

In the event of an injury resulting Temporary Total Disablement to the Person Covered, the Company shall pay the amount as specified in the Schedule or 100% of the Person Covered's weekly earnings whichever is lower subject to the Provision as stated therein.

BOC2 TEMPORARY PARTIAL DISABLEMENT

In the event of an injury resulting Temporary Partial Disablement to the Person Covered, the Company shall pay the amount as specified in the Schedule or 50% of Temporary Total Disablement subject to the Provision as stated therein.

B00D MEDICAL EXPENSES

In the event of the Person Covered incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means the Company shall reimburse to the Participant such expenses necessarily incurred and paid up to but not exceeding the Sum stated in the Schedule against the name of the Person Covered in respect of any such accident. It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, nursing home or masseur shall be submitted to and approved by the Company.



CTAK

CO-TAKAFUL CLAUSE

The Takaful/Insurance Companies hereby severally agree, each for their respective proportion or share of participation set against its name, to indemnify the Participant/Person Covered by payment or at the option of the Takaful/Insurance Companies by reinstatement, repair or replacement in accordance with the terms exclusions, exceptions and conditions hereunder or endorsed herein or contained in the Certificate of Takaful/Insurance Policy.

Provided that:

1. The liability of the Takaful or Insurance Company(s) under this contract is several and not joint with other Takaful or Insurance Company(s) being party to this contract. The Takaful or Insurance Company(s) is liable only for the proportion of liability it has underwritten. The Takaful or Insurance Company(s) is not jointly liable for the proportion of liability underwritten by any other Takaful or Insurance Company(s) nor is a Takaful or Insurance Company(s) otherwise responsible for any liability of any other Takaful or Insurance Company(s) that may underwrite this contract.
2. The liability of each of the Takaful/Insurance Company individually in respect of such loss shall be limited to the proportion set against its name.

It is further agreed that the Follower Takaful/Insurance Companies shall be subject to and follow the same intention, risks, terms, exclusions, exceptions, conditions, warranties, clauses, valuation, amendments and or alteration of any description or any decisions as may be made by the Leader Takaful/Insurance Company irrespective of any variation or difference in terminology under either the Islamic Financial Services Act (IFSA) 2013 or the Financial Services Act (FSA) 2013 as the case may be or as applicable thereof.

Notwithstanding that the Takaful/Insurance Companies hereby attest to the intention and meaning of the Special Memorandum as lodged with them, the Leader shall be entitled to investigate, settle, compromise, control, discharge or repudiate any claims and to institute, prosecute, defend, settle and compromise any proceedings in respect of any risk and/or interest arising from this Certificate under the applicable provisions of either the IFSA 2013 or FSA 2013 or both as the case may be or as applicable therefor.

To the extent the Leader is liable to pay under this Certificate to that extent the Follower shall follow the fortunes of the Leader in all respects all loss or damage provided for by this Certificate.

Name of Leader and Follower(s) together with the Share of Participation are as per Schedule.

SPECIAL MEMORANDUM

The Special Memorandum serves to encapsulate the intentions and arrangements that were discussed and agreed upon between the parties as per Schedule and with whom it shall be lodged with or without altering, reducing or amending the rights and duties of each party under the Takaful Certificate or Co Takaful Certificate No as stated in the Schedule issued or signed accordingly under the provisions of the IFSA 2013 and/or FSA 2013.

It has been agreed that:

1. For the purpose of determining any liability to indemnify the Participant under a certificate of Takaful including as prescribed by any endorsement attaching thereto, all parties shall primarily refer to a certificate or conventional language as normally issued under the provisions of the IFSA 2013 or FSA 2013 and signed on by all company for their respective share of participation of such liability, all loss or damage provided for by this Certificate.
2. For the purpose of determining any entitlement under Cash Back to the favour of the Participant, the Co Takaful Certificate(s) and any attachment thereto issued by Syarikat Takaful Malaysia Am Berhad (STMAB) shall be referred to and it is hereby understood that the rate of Cash Back returns shall be proportionate to the Co Takaful share of participation.
3. In as far the required presence of representatives of the company is concerned, in particular for meetings with the Participant or its representative or for any other official occasion or functions



related to matter of Takaful, STMAB may be called upon to act as the spokesperson without prejudice to the rights and duties of each Takaful Operator.

4. The Leader shall perform its obligations as prescribed under the CoTakaful Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all Followers for their own rightful purpose or for the benefit of the Participant.
5. The Leader and Follower shall agree to nominate an internationally recognised and licensed loss adjuster or panel of such loss adjusters which is/are acceptable to the Participant.
6. Notwithstanding the above arrangement, the Broker (as named in the Schedule) shall retain its rights and perform its duties as the appointed Takaful Broker for the Participant.

Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed or to be prescribed from time to time by the Malaysian Authorities.

ADDITIONAL CONDITIONS

1. DISTRIBUTION OF SURPLUS

50% of the distributable surplus arising from the GTF as determined by us will be distributed to eligible participants in the form of cash back. We will receive 50% of the distributable surplus as performance incentive based on **Ju'alah**.

2. CASH BACK

Your entitlement to the Cash Back is subject to the following terms and conditions:

- no claim has been made during the current period of takaful; and
- no benefit has been received during the current period of takaful.

The Cash Back amount will be paid directly to Your bank account. The Cash Back is only payable/claimable up to six (6) months from the declaration date. Thereafter, **Your** entitlement to the said Cash Back shall immediately be forfeited and such Cash Back amount will be credited to the **GTF** by **Us**. The Cash Back is not guaranteed and will be based on the actual claims experience and fund performance.

3. WAKALAH FEE

The Wakalah Fee chargeable under this Certificate is 55% of the Contribution. The **Wakalah** Fee will be deducted upfront upon payment of the Contribution.

4. TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to Participant resulting from refund/surrender/maturity/ termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), the company will donate to charity.



ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

1. ENQUIRIES /COMPLAINTS HANDLING

If the Participant has any enquiry or complaint pertaining to any matter related to the certificate, the Participant may refer to the Company's Customer Service Unit (CSU) at:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Am Berhad
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
Email: csu@takaful-malaysia.com.my
Website: takaful-malaysia.com.my

2. AVENUE OF CLAIM APPEAL

If the Participant needs further clarification or not satisfied with the Company's claim decision, please contact the Company's Customer Service Centre at 1-300-88-252-385 or email to the Company at csu@takaful-malaysia.com.my and the Company will provide its response accordingly. For appeal cases, the Company will escalate the same to the Company's senior management for review and provide their response once the Participant's appeal has been decided / concluded by the Company.

In the event that the Participant is not satisfied with the final decision with regard to his/her appeal, the Participant may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from the Company's decision.

Ombudsman for Financial Services (664393P)

Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 603 2272 2811 Fax: 603 2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

BNM Laman Informasi Nasihat dan Khidmat (LINK)

Ground Floor, Blok D, Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur
Tel: 1-300-88-5465 (LINK) Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my



DEFINITION OF WORDS HIGHLIGHTED IN THE CERTIFICATE

1. **“The Company”** refers to **SYARIKAT TAKAFUL MALAYSIA AM BERHAD**.
2. **“General Takaful Fund” or “GTF”**
This refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this Certificate. This fund is collectively owned by the pool of participants.
3. **Ju’alah**
This refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this Certificate, 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. **Tabarru’**
This refers to a donation for charitable purposes. Under this Certificate, the Participant donates a portion of the Contribution to the **GTF** based on **Tabarru’** to help other participants. **Tabarru’** takes into effect when the Participant contributes to the **GTF**.
5. **Takaful**
This refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru’** into a common fund to provide financial assistance payable to the participant, person covered or beneficiary on the occurrence of pre-defined events.
6. **Qard**
This 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 Certificate, **the Company** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
7. **Wakalah**
This 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 Certificate, the Participant authorizes **the Company** to manage the **GTF** based on **Wakalah** and in return, **the Company** will receive a **Wakalah** fee.