



Domestic Servant Takaful Scheme Certificate

WHEREAS the Participant by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to Etiqa Takaful Berhad (hereinafter called the "Takaful Operator") for the Takaful cover hereinafter contained and has paid or agreed to pay the Contribution as consideration for such Takaful.

NOW THIS CERTIFICATE WITNESSETH that in respect of events occurring during the period of Takaful and subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon hereinafter collectively referred to as 'the Terms of this Certificate', the Company will indemnify the Participant as per the Terms stated in the various sections of this Certificate.

PROVIDED ALWAYS THAT the due observance and fulfillment of the Terms, Conditions and Provisions contained herein or endorsed hereof which are to be read as part of this Certificate, shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of the Company to make any settlement under this Certificate.

SECTION 1: PERSONAL ACCIDENT

If the Covered Person under this Contract shall sustain bodily injury caused by violent, accidental, external and visible means which injury shall solely and independently of any other cause result in her death or disablement as within defined, which occurs during the Period of Takaful, the Company will pay to the Participant and/or the covered person or in the event of her death to her legal representative the sums of money set forth in the Schedule of Benefit or in any endorsement attached hereto.

- a) A sum of RM 20,000.00 in the event of accidental death.
- b) A sum of RM 20,000.00 in respect of Permanent Disablement occurred within twelve (12) months to the date of accident or in equivalent to the respective percentage to the capital sum covered on the loss of member as per Table of Permanent Disablement Benefits.
- c) The actual medical expenses incurred for in-patient including the cost of all medicines drugs and the use of diagnostic equipment up to RM 2,000.00 after deducting an excess of RM 200.00 each and every loss.

Territorial Limit: Malaysia

SPECIAL PROVISIONS TO SECTION 1

1. Loss of limb or part thereof shall mean loss by actual physical severance or total and permanent loss of use.
2. The total of sum payable for Permanent Disablement in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof.
3. Payment shall only be made either Benefit (a) or (b) and not both.
4. The maximum benefit payable under (a) and (b) above shall be RM 20,000.00

SPECIAL CONDITIONS TO SECTION 1

1. This Takaful shall not apply to a Covered Person who has attained the age of sixty-five (65) years.
2. Notice in writing must be given to the Company of any accident to a Covered Person which may give rise to a claim under this Section within ten (10) days of the accident.

All report Certificate and information required by the Company shall be furnished by the Participant. The Covered Person shall from time to time submit herself to medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Covered Person at the Company's expense.

3. For the purpose of this Takaful, General Condition 6 (Other Takaful or Insurances) shall not apply to (a), (b) & (c) of this Section.
4. This Section is not assignable and payment of any Benefit under this section shall only be made to the Covered Person or his beneficiary/estate whose receipt shall be a discharge to the Company.

EXCEPTIONS TO SECTION 1

1. No payment will be made under this section for bodily injury consequent upon:
 - a) Any unlawful act of the Covered Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self-injury.
 - b) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity or AIDS.
 - c) Pregnancy or childbirth, miscarriage or abortion.
 - d) Rock climbing, mountaineering (which requires the use of ropes or guides), skin diving, parachuting, polo, steeple-chasing, big game hunting or racing of any kind other than on foot.
 - e) Flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers.
 - f) Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing.
 - g) Sexual assault by the Participant or any member of his household.

SECTION 2: REPATRIATION EXPENSES

The Company will subject to the terms of this Section indemnify the Participant for repatriation expenses (defined below) for the sum not exceeding RM 5,000.00.

If during the Period of Takaful the Covered Person shall sustained bodily injury resulting in death or suffers permanent total disablement from whatsoever cause within twelve (12) months. Payment of any valid claim under this Section will be on a reimbursement basis against actual and reasonable costs incurred in repatriating the Covered Person back to her country of origin.

DEFINITION TO SECTION 2

The repatriation expenses are deemed to be reasonable charges incurred for:

1. The transportation of the Covered Person to her home country following bodily injury or sickness which results in her total permanent disablement.
2. Burial or cremation of the Covered Person's body in the locality where death occurred and/or transportation of body or ashes to the Covered Person home country.

The permanent disablement would mean any form of permanent disablement which renders the Covered Person totally and permanently incapable of carrying out the normal duties and functions of any type of job continually and uninterruptedly for a period of at least six (6) months.

SECTION 3: HOSPITAL AND SURGICAL EXPENSES

The Company will subject to the terms of this Section indemnify the Participant for expenses in respect of hospital, medical or surgical nursing home and nursing fees and charges necessarily incurred as an in-patient including the cost of all medication, drugs and the use of diagnostic equipment and subsequent outpatient treatment related solely to the hospitalization necessarily incurred by the Covered Person provided such expenses are incurred in Malaysia only.

Provided always that:

1. The expenses are incurred in respect of treatment or service undertaken and recommended by a licenses and registered hospital at standard class 3 rate or class 2 in case in the event of non-availability of class 3 ward.
2. The expenses resulting from disease or illness declaring itself or accidental bodily injury sustained are incurred during the Period of Takaful in respect of the Covered Person.
3. Recurrent attacks symptoms or complication arising from the same initial cause shall be considered as one illness, disease or bodily injury.
4. The liability of the Company for the Period of Takaful shall not exceed the limit of liability set out in the Schedule of Benefit.

GENERAL EXCEPTIONS

The Company will not indemnify the Participant and/or the Covered Person against:-

1. Any action for compensation brought in the Courts of Law of any territory outside Malaysia; or
2. HIV (Human Immune Deficiency Virus) and/or any HIV related Illness including AIDS (Acquired Immune Deficiency Syndrome (AIDS) and/or AIDS Related Complex (ARC) and/or any mutant derivative or variations howsoever this syndrome has been acquired or may be named; or
3. death or disablement directly or indirectly caused by or contributed by or arising from :

- (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or Indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- (ii) Any Accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Any “**act of nuclear, chemical, biological terrorism**” (as defined below) regardless of any other cause or event contributing or in any other sequence to the loss.

For the purpose of this exclusion:

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

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

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

4. (i) war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not);
- (ii) civil war, mutiny, civil commotion assuming the proportions, of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power;
- (iii) 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;
- (iv) any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any *de jure* or *de facto* Government or to the influencing of it by **terrorism** or violence;

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.

GENERAL CONDITIONS

1. LANGUAGE

In the event of any discrepancy between the English and Bahasa Malaysia versions of this Certificate, the English version shall be definitive for all purposes of this Certificate.

2. DEFINITIONS

Period of Takaful shall mean the period specified in the Schedule and during which the Covered Person is in immediate employment of the participant but excluding the period when Covered Person returns to her home country. Cover ceases from the time the Covered Person leaves Malaysia and resumes upon her return to Malaysia.

3. INTERPRETATION

This Certificate and the Schedule shall be read together as one contract and any word or expression to which a specified meaning has been attached in any part of this Certificate or of Schedule shall bear such meaning wherever it may appear.

4. OBSERVANCE

The liability of the Company shall be conditional on the observance by the Participant and the Covered Person of the terms of this Certificate.

5. PRECAUTION

The Participant and the Covered Person shall comply with all statutory obligations.

6. CLAIM PROCEDURE

- a) On the happening of any accident which may give rise to a claim under this Certificate the Participant shall:
 - i) report the accident immediately to Human Resource Department under the Section 13 (1) and (2) of Workers' Compensation Act, 1952.
 - ii) give immediate notice in writing within ten (10) days of the accident to the Company stating the circumstances of the accident and nature of injury.
- b) The payable compensation which defined by Commissioner based on the Act will be payable within seven (7) days from the date the Company received the definition.

7. OTHER TAKAFUL / INSURANCES

If at the time any loss, damage or liability hereby covered there be any other subsisting Takaful or Insurances whether effected by the Participant or by any other person or persons covering such loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss, damage or liability.

CASH BEFORE COVER

- 8.** It is fundamental and absolute special condition of this Certificate that the Contribution due must be paid and received by Us before the Takaful cover under this Certificate commences.

If this condition is not complied with then this Certificate shall not be effective and becomes void. Where the Contribution payable pursuant to this Warranty is received by Takaful Operator, the payment shall be deemed to be received by Us for the purpose 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 with Us.

9. SURPLUS

The surplus is determined at the end of each financial year of the Fund after making deductions for Wakalah fees, payment of Benefits, Retakaful and provisions for reserves based on the guidelines laid down by the authorities. We will receive 50% of the surplus as incentive for being responsible in operating and managing the Fund. The balance will be reserved for distribution amongst Participant subject to the provisions of the Takaful Certificate. The surplus will be payable to the Participant who have not cancelled the Certificate or made any claim prior to the expiry date of their Certificate. If the surplus payable to the Participant is less than RM 10.00, then this surplus shall be credited into a charity fund, which will be utilized as amal jariah on behalf of the Participant.

SCHEDULE OF BENEFITS

SECTIONS	BENEFITS	SUM COVERED (RM)
Section 1	Personal Accident: a) Accidental Death b) Permanent Disablement c) Medical Expense (Excess: RM200.00)	20,000 20,000 2,000
Section 2	Repatriation Expenses	5,000
Section 3	Hospitalization & Surgical Expenses	2,500

TABLE OF PERMANENT DISABLEMENT BENEFITS

DESCRIPTION OF DISABLEMENT	PERCENTAGE OF THE CAPITAL SUM COVERED
Loss of two limbs	100%
Loss of both hands or all fingers and both thumbs	100%
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Loss of one arm:	
a) at shoulder	100%
b) between shoulder and elbow	100%
c) at elbow	100%
d) between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	50%
Loss of Leg:-	
a) at hip	100%
b) between knee and hip	100%
c) below knee	100%
Eye - Total loss of sight of both eyes	100%
a) Loss of both eye	100%
b) Loss of sight of one eye	50%
c) Loss of one eye	50%
Loss of hearing of both ears	75%
Permanent total loss of use of member shall be treated as loss of member.	
The aggregate of all percentage payable in respect of any one accident shall not exceed 100%	

SCHEDULE

PLEASE AFFIX THE SCHEDULE HERE

IMPORTANT NOTICE

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMB

Any Participant who is not satisfied with the decision of the Senior Management of a Takaful Operator, may write to the "Mediator, Takaful Division of FMB", giving details of the dispute, the name of the Takaful Operator and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

If the Mediator makes an award against a Takaful Operator, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Operator can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Operator or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Operator when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB.

The contact address is as follows:

Financial Mediation Bureau (FMB)

Tingkat 25, No. 4

Jalan Sultan Sulaiman

50000 Kuala Lumpur.

Tel: **03 - 2272 2811**

Fax: **03 - 2274 5752**

Website: www.fmb.org.my

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 Takaful Operator and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director

Corporate Communication Department

Bank Negara Malaysia (BNM)

Level 14B

P. O. Box 10922

50929 Kuala Lumpur

Tel: **03 – 2698 8044**

Fax: **03 – 2693 6919**

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 the standard, or You are are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with quickly.

The address is:

Head, Feedback Centre, Level 4, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia.

Alternatively, You can fax Your feedback to: **603 – 2710 2463**

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