



## Private Car Driver & Passenger Takaful Certificate

**WHEREAS** the Participant named and described in the Schedule by a Proposal and Declaration which shall be the basis of this Takaful Contract has applied to Etiqa Takaful Berhad (hereinafter referred to as the "Takaful Operator") for the Takaful cover hereinafter contained.

**IN CONSIDERATION** of the payment by the Participant of the Contribution on the basis of tabarru' (donation) as stated in the Schedule and subject to the terms, provisions, exclusions and conditions herein or endorsed hereon, the Takaful Operator agrees to indemnify the Participant if the Event as defined hereinafter shall happen to the Participant during the Period of Takaful and the Participant (s) shall thereby within twelve (12) months from the date of the Accident and independently of any other causes suffer any of the Results described under the Scale of Benefits, the Takaful Operator will pay to the Participant or in the case of his Death to his legal personal representatives the Benefit as specified in the Schedule for such Result.

### THE EVENT

Accidental Death, Permanent Disablement and/or Bodily Injury caused by violent, external and visible means in respect of:

1. each Participant, driver and/or passenger with the permission of the Participant while getting into, travelling in or getting out of the Participant Vehicle.
2. only the Participant, the Participant's Spouse or any of their Children between the age of five (5) to fifteen (15) years of age while:
  - a) as a pedestrian in an Accident involving any road vehicle (including motorcycle, scooters, pedal cycle and mechanically assisted pedal cycles).
  - b) getting on to or into, travelling on or in or getting off or out of any road vehicle other than the Participant Vehicle (excluding motorcycle, scooters, pedal cycle and mechanically assisted pedal cycles) as a passenger or driver.
  - c) boarding or on board or disembarking from any railway train, ship, ferry boat or hovercraft as a fare paying passenger.

### GENERAL DEFINITIONS

#### **Accident / Accidental**

Accident means solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process

#### **Benefit**

The amount that this Takaful will pay for a legitimate claim under this Certificate based on the Benefits description as shown in the Schedule.

#### **Bodily Injury**

Bodily Injury means bodily injury suffered by the Participant resulting solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process.

#### **Contribution**

The price of Takaful cover payable by the Participant on the basis of tabarru'.

#### **Death**

Death caused solely by an Accident whilst travelling in the Participant Vehicle or any of the Event described above.

#### **Endorsement**

Written evidence of an agreed change to the Certificate.

#### **Fund**

The General Takaful Fund operated by Etiqa Takaful Berhad.

#### **Legal Children**

Legal Child(ren) means including step child(ren) and/or legally adopted child(ren):

- a) who is at least five (5) years of age and not more than fifteen (15) years of age; and
- b) wholly dependent on the Participant or Participant's Legal Spouse for financial support; at the time of Accident

**Legal Spouse**

The legally married Spouse of the Participant named in the Schedule. For the purpose of this Certificate, a Common Law marriage is not considered a legal marriage except as provided under the Islamic Laws and Enactments of Malaysia or as provided for under the Law Reform (Marriage & Divorce) Act 1976.

**Medical Expenses**

Any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an Accident necessarily incurred and paid up to an amount not exceeding the sum (as specified in the schedule) subject to presentation of original bills.

**Medical Practitioner**

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

**Nominee**

The person or persons named by the Participant in the Nomination Form to receive the Benefit.

**Participant Vehicle**

Vehicle specified in the schedule which is licensed for private use and not used for commercial purposes.

**Permanent Disablement**

Total Loss by severance or total and permanent of use of the following arising from an Accident whilst traveling in the Participant Vehicle or any of the Event described above.

**Period of Takaful**

The Period of Takaful shown in the Schedule.

**Proposal**

The Proposal that the Participant signed and other information that the Participant or anyone acting on the Participant behalf has given to Takaful Operator.

**Retakaful**

An arrangement consistent with sound Takaful principles for Retakaful of liabilities in respect of risks incurred or to be incurred by the Takaful Operator in the course of carrying the Takaful Business.

**Schedule**

The information page that contains the details of Participant, the Benefit, Contribution and Period of Takaful attached to this Certificate.

**Sum Covered**

The amount shown in the Schedule being the maximum amount that the Takaful Operator will pay for any one claim.

**Tabarru'**

An Arabic word which means donation, gift, contribution. In the Takaful contract, this means "donation for the purpose of Takaful".

**Takaful**

A scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Participant(s) in case of need whereby the Participants mutually agree to contribute for that purpose.

**Takaful Business**

Business of Takaful whose aims and operations do not involve any element which is not approved by the Shariah'.

**Takaful Operator / We / Our**

Etiqa Takaful Berhad (Company No. 266243-D).

**The Participant / You**

The person or persons named in the Schedule as "The Participant".

Any word denoting a 'Person' shall include a natural person, company, corporation, partnership, association, any two or more persons having joint or common interest, or any other legal or commercial entry or undertaking.

**Wakalah**

The nomination by one party of another to act on his / her behalf. In the Takaful context, Etiqa Takaful Berhad manages the General Takaful Fund (Fund) on behalf of the Participant.

### SPECIAL PROVISIONS

1. Payments will be made in addition to other Personal Accident Certificates. It is not necessary for the passenger to make a legal liability claim to receive the Benefits from this certificate. Payments will be made even if the driver has been negligent.
2. If the Participant is unavoidably exposed to the natural elements following an Accident, and as a result of such exposure suffers an injury, such injury shall be constituted as a claim for Death or Permanent Disablement Benefits.

### SPECIAL LIMITATIONS

Passengers above the age of fifteen (15) years are covered for 100% of covered Benefits. Passengers aged between five (5) and fifteen (15) years are entitled to 50% of all the Benefits provided. No cover will be provided for Children below five (5). In the event that the actual number of passengers exceeds the number stated in the Declaration of the Certificate, the Takaful Operator's limit of liability per person will be reduced by the ratio of the actual number of passengers declared. This limitation shall not apply to the driver.

### EXCLUSIONS

This Takaful shall not apply to any Event consequent upon or caused by or contributed by or arising from:

1. the Participant committing or attempting to commit any unlawful act; or
2. committing or attempting to commit suicide (whether sane or insane), intentional self-inflicted injury, insanity or any attempt thereat; or
3. pregnancy or childbirth; or
4. provoked murder or assault; or
5. the Participant being affected (temporarily or otherwise) by drug or narcotics unless taken as prescribed by qualified registered Medical Practitioner or alcohol unless it can be established to the Takaful Operator 's satisfaction that alcohol was not a factor contributing to the happening of the Event; or
6. 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
7. traceable to sickness, disease, parasite, bacteria or viral infection even if contracted by Accident; or
8. anthrax, blood-poisoning, erysipelas, ptomaine-poisoning, pyaemia, septicaemia and/or tetanus; or
9. any pre-existing physical defect or infirmity; or
10. 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 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 synthesized toxins(s) which cause illness and/or death in humans, animals or plants.

11. (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.

## 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. AGE LIMIT

No Participant shall be included in this Certificate if he/ she less than five (5) years of age or has attained the age of seventy (70) years. The cover granted by this Certificate will cease in respect of any Participant at the end of the Period of Takaful during which the Participant attains the age of seventy (70) years.

### 3. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms, conditions and Endorsements of this Certificate by the Participant or by any Claimant under this Certificate in so far as they relate to anything to be done or complied with by the Participant or by any Claimant under this Certificate and the truth of the statement and answers in the said Proposal shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.

### 4. CHANGES

The Participant shall give immediate written notice to the Takaful Operator of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Participant has become affected, and shall pay any additional Contribution that may be required by the Takaful Operator.

All notices required to be given the Participant to the Takaful Operator must be in writing addressed to the Takaful Operator and no alteration in the terms of this Certificate nor any Endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Takaful Operator.

The Participant shall give notice to the Takaful Operator of any Insurances or Takaful effected against Accident and/or incapacity.

### 5. RENEWAL PROCEDURE

Before renewing this Certificate, the Participant shall give written notice to the Takaful Operator of any material fact affecting this Takaful which has come to the Participant's notice during the preceding Period of Takaful including notice of any disease, physical or mental defect or infirmity affecting the Participant or any other policies effected on or by the Participant.

### 6. NON-ASSIGNMENT

The Takaful Operator shall unless otherwise expressly provided by Endorsement on this Certificate be entitled to treat the Participant as the absolute owner of the Certificate and shall not be bound to recognize any equitable or other claim to or interest in the Certificate and the receipt of the Participant (or of his legal personal representatives) alone shall be an effectual discharge.

### 7. CONDITION PRECEDENT TO LIABILITY

If the Proposal or declaration of the Participant is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted therefrom or if this Takaful or any renewal thereof shall have been obtained throughout any misstatement, misrepresentation or suppression of if any claim made shall be

fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Certificate shall be void.

**8. LIABILITY OF THE TAKAFUL OPERATOR**

The Takaful Operator will not be liable in respect of any injury or death occurring before the actual receipt of the Contribution by the Takaful Operator or its duly authorized representatives unless credit has been allowed by specified agreement for such payment of Contribution to be made at a later date.

**9. CLAIMS PROCEDURE**

Upon the happening of an Accident likely to give rise to a claim under this Certificate the Participant shall within fifteen (15) days after the happening of the Accident give notice to the Takaful Operator with full particulars of the Accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Participant (or his legal personal representatives) shall at the expense of the Participant furnish to The Takaful Operator all such certificates, information and evidence as may be required by the Takaful Operator and the Participant shall whenever reasonably required to do so submit to medical examination on behalf of the Takaful Operator. In the event of the death of the Participant, the Takaful Operator shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Takaful Operator stating the time and place of any inquest appointed.

The Death of the Participant shall be established by an Official Death Certificate or in the event of his disappearance following an Accident or the total loss of a vessel or aircraft by a Court Order presuming his death.

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

**10. DISCHARGE RECEIPT**

Any receipt or discharge which the Participant or his legal representatives may give to the Takaful Operator for any capital sum or Compensation under this Certificate shall be deemed a final and complete discharge of all liability of the Takaful Operator in respect of all bodily injury resulting to the Participant consequence of the Accident whether before or after the date of such receipt or discharge.

**12. ARBITRATION**

If any difference arises as to the amount of the Takaful Operator 's liability under this Certificate, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within (3) three calendar months after having required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be a condition precedent to any right of action against the Takaful Operator as regards any dispute regarding the amount of the Takaful Operator 's liability under this Certificate. In no case whatever shall the Takaful Operator be liable for any claim after the expiration of twelve (12) months from the happening of the Event unless the claim is the subject of pending court action or arbitration.

**13. CANCELLATION**

The Takaful Operator shall at any time by giving seven (7) days notice to the Participant by Registered Letter at the Participant's address last known to the Takaful Operator be at the liberty to determine and cancel this Certificate, provided that the Takaful Operator shall in that event on demand return to the Participant a proportionate part of the Contribution corresponding to the unexpired Period of Takaful. This Takaful may be cancelled at any time by the Participant on seven (7) days notice to the Takaful Operator and in such event the Participant shall be entitled to a return of the Contribution at the Takaful Operator's Pro Rata Rates for the time the Takaful has been force during the current Period of Takaful.

**14. CASH BEFORE COVER**

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.

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.

If this condition is not complied with then this Certificate shall not be effective and becomes void. If this condition is complied with accordingly, this Certificate shall be effective for a period of one (1) year from the Effective Date.

**15. 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.

SCALE OF BENEFITS		
If the Event within twelve (12) months thereafter causes the Participant to suffer any of the Results mentioned hereunder, the Takaful Operator will pay the Benefits as per the following:		
RESULT	DESCRIPTION	BENEFIT
<b>A</b>	Death	Amount stated in the Schedule
<b>B</b>	Total and Permanent Loss or Disablement	A percentage (%) of the amount as stated in the Schedule
<b>1</b>	Total and permanent disablement from following any employment or occupation	100%
<b>2</b>	Total and permanent loss of all sight in one or both eyes	100%
<b>3</b>	Total loss by physical severance or total and permanent loss of use of :	
	a. One or both hands at wrist	100%
	b. Arm at shoulder	100%
	c. Arm between shoulder and elbow	100%
	d. Arm at or below elbow	100%
	e. Leg at hip	100%
	f. Leg between knee and hip	100%
	g. Leg at or below knee	100%
<b>4</b>	Total and permanent loss of :	
	a. Sight in one eye except perception of light	50%
	b. Lens of one eye	50%
<b>5</b>	Total loss by physical severance or total and permanent loss of use of :	
	a. Thumb and 4 fingers of one hand	50%
	b. 4 fingers of one hand	40%
	c. Thumb:	
	- 2 phalanges	25%
	- 1 phalanx	10%
	d. Index finger:	
	- 3 phalanges	15%
	- 2 phalanges	8%
	- 1 phalanx	4%
	e. Middle finger	
	- 3 phalanges	10%
	- 2 phalanges	4%
	- 1 phalanx	2%
	f. Ring finger	
	- 3 phalanges	8%
	- 2 phalanges	4%
	- 1 phalanx	2%
	g. Little finger	
	- 3 phalanges	6%
	- 2 phalanges	4%
	- 1 phalanx	2%
	h. Metacarpals	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
	i. All toes of one foot	18%
	j. Great toe	
	- 2 phalanges	6%
	- 1 phalanx	3%
	k. Any other toe	3%

<b>6</b>	Total and permanent loss of:	
	a. Hearing in both ears	75%
	b. Hearing in one ear	15%
<b>7.</b>	Total and permanent loss of speech	50%

**Note:**

1. Where the injury is not specified the Takaful Operator reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale.
2. The aggregate of all percentage payable in respect of any one Accident shall not exceed 100%
3. Medical Expenses Benefit shall be payable only if such medical or surgical treatment is furnished to the Participant by a qualified Medical Practitioner not exceeding fifty two (52) weeks from the date of accident.
4. In case of death following the covered Event, Funeral Expenses Benefit of RM1, 000 shall be paid to the immediate family or Participant legal personal representatives.
5. Benefit shall be payable only when the claim shall have been proven to the satisfaction of the Takaful Operator.
6. "Total and permanent loss" includes total and permanent loss of use.

## 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](http://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**