



## Employer's Liability Takaful Certificate

**WHEREAS** the Certificate Holder (hereinafter called the "Participant" ) carrying on the Business described in the Schedule and no other for the purpose of this takaful by 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 referred to as the Company) for the takaful cover hereinafter contained and has paid or agreed to pay the Contribution as consideration for such takaful.

NOW THIS CERTIFICATE WITNESSES that if any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the Business.

The Company will subject to the Terms, Provisos, Exclusions and Conditions herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Certificate) in respect of such injury or disease indemnify the Participant against liability.

- (a) at law for damages and claimant's costs and expenses
- (b) to reimburse the Social Security Organization by virtue of Section 47 of the Employees' Social Security Act, 1969 and will in addition pay all costs and expenses incurred with the Company's written consent.

The Company will also in the event of the death of the Participant indemnify the Participant's legal personal representatives in the Terms of this Certificate in respect of liability incurred by the Participant provided that such personal representatives shall as though they were the Participant observe fulfill and be subject to the Terms of this Certificate in so far as they can apply.

### Exclusions

The Company shall not be liable in respect of

- (a) the Participant's liability to employees of contractors to the Participant
- (b) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party
- (d) any injury by accident or disease sustained outside the Geographical Area
- (e) any liability of the Participant to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any Workmen's Compensation Law
- (f) any injury by accident or disease attributable to or occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
  - i. War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - ii. Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - iii. Any "Act of Terrorism"  
For this purpose an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i. ionizing 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. nuclear weapons material.

- iii. any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## Conditions

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

1. Every notice or communication to the Company shall be in writing and sent to the Company from which this Certificate was issued and notice or knowledge of anything relating to this Certificate or any claim hereunder or with reference to any of the property or premises covered hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Certificate, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing
2. The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
3. In the event of any occurrence, which may give, rise to a claim under this Certificate the Participant shall give written notice to the Company as soon as possible or not later than 15 days from the date of occurrence and in any case within 6 weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Participant shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.
4. No admission offer promise or payment shall be made by or on behalf of the Participant without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all information and assistance as the Company may require.
5. If at the time any claim arises under this Certificate there be any other takaful or insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith
6. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each Period of Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow the Company to inspect such records 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 month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. This takaful may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro rata rate for the time the certificate has been in force. This takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Participant at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the contribution for the unexpired term from the date of cancellation. Contribution shall be adjusted in accordance with Condition 6.
8. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
9. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant 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 said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

10. The surplus is determined at the end of each financial year after making deductions for wakalah fee (.....), payment of claims, retakaful and provisions for reserves based on the guidelines laid down by the authorities. You are entitled to have a share of the 50% of the surplus reserved for distribution amongst participants after the expiry date of this Takaful Certificate provided you have not cancelled this Takaful Certificate or made a claim prior to the expiry date stated in the Schedule.

## Clauses

The following Clauses are applicable to this Policy:

### **JURISDICTION CLAUSE**

The indemnity provided herein shall not apply to:

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

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

### **COMMON LAW LIABILITY CLAUSE**

It is hereby declared and agreed that this certificate cover Common Law up to limit AS STATED IN THE SCHEDULE in respect of anyone claim or series of claims arising out of one event.

### **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 contract is automatically cancelled and the Company shall be entitled to the pro rata contribution for the period they have been on risk.

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

Subject otherwise to the terms and conditions of this Certificate.

The following Clauses are applicable to this Policy if specified in the schedule:

#### **EMPLOYEE-TO-EMPLOYEE EXTENSION CLAUSE**

If any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the business stated in the Schedule the Company will at the request of the Participant Indemnify any other employee of the Participant engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he was the Participant observe, fulfill and be subject to the Terms of the Certificate in so far as they can apply.

#### **ENDORSEMENT W.60**

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Certificate the indemnity herein granted is extended to cover the legal liability of the Participant to workmen in the employment of sub-contractors performing work for the Participant while engaged in the business and occupation in respect of which the within certificate is granted, but only so far as regards claims under

Workmen's Compensation Act 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation)(Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996  
including subsequent amendments to the said Act and Enactments passed prior to the date of this endorsement.

#### **ENDORSEMENT W.76**

In consideration of **contribution** being paid on the total earnings of the employees not being workmen within the meaning of the: -

Workmen's Compensation Act 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Participant as set forth in the said schedule raised the defense that such employee is not a workmen within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Certificate.

#### **ENDORSEMENT W.77**

In consideration of contribution being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the

Workmen's Compensation Act 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the within Certificate is extended to indemnify the Participant in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of the within Certificate.

#### **ENDORSEMENT W.194**

In consideration of contribution being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Participant in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Participant and such Contractors or workmen engaged by such Contractors.

#### **ENDORSEMENT W.231**

Notwithstanding anything stated to the contrary in this certificate, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's

Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the Period of Takaful, the liability of the Company in respect of any claim under this certificate shall be proportionately reduced and the Participant shall be considered as his own takaful operator for the difference.

**M004 DATE RECOGNITION CLAUSE**

- A The Company will not pay for any loss or damage including loss of use with or without physical damage 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 and after the year 2000 that results from the failure or inability of such device and/or software as listed above to:-
1. correctly recognise 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 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 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 describe 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.

**C003 TEMPORARY VISITS OVERSEAS ENDORSEMENT**

Notwithstanding anything contained herein to the contrary this Certificate extends to cover legal liability of the Participant as within defined in respect of travel outside the territorial limits by Directors or senior employees of the Participant.

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

**C004 AUTOMATIC ADDITIONS/DELETIONS CLAUSE**

Additional personnel will be automatically held covered under this Certificate provided that notice of each addition be advised by the Participant within 60 days of the date of commencement of employment and the appropriate additional contribution paid. Deletions of lives covered will be similarly effected from the date of termination of their employment

**C006 INCLUSION OF SOCSO WORKERS**

It is hereby agreed and noted that the takaful provided by this certificate shall not be construed by the Participant as an exemption to comply with any statutory obligation, including registration of employees with the Social Security Scheme (SOCSO), where applicable Employee contribution to SOCSO.

It is hereby declared and agreed that in consideration of an additional contribution being paid the takaful of this certificate shall extend to cover employees who are contributing to SOCSO employment injury scheme.

It is further declared and agreed that in the event of any claim for employment injury, the quantum of compensation payable shall be as provided under the Workmen's Compensation Ordinance without the need for labour assessment report from the Government Labour Office.

**C007 AWAY RISKS ENDORSEMENT**

It is hereby declared and agreed that this Certificate is extended to indemnify the Participant in respect of all sums which the Participant shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Participant's employees whilst engaged in the participant's business anywhere in Malaysia.

Provided always that the liability of the Company under this extension shall not exceed the limits of liability granted under this Certificate.  
Subject otherwise to the terms exceptions and conditions of the Certificate.

**C008A EMPLOYEES' EFFECTS EXTENSION CLAUSE**

It is hereby declared and agreed that this Certificate is extended to cover legal liability of the Participant in respect of loss of or damage to the Personal Effects of the Participant's Employees occurring at the place or places at which this Certificate applies, the amount of indemnity under this extension being limited to amount as specified in the Certificate in respect of any one event.

**C009 CROSS LIABILITY CLAUSE**

For the purpose of this Certificate each of the parties comprising the Participant shall be considered as a separate and distinct unit and the words "The Participant" shall be considered as applying to each party in the same manner as if a separate Certificate has been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder.

Provided always that the aggregate liability of the Company shall not be increased beyond the limits to which the takaful by this Certificate is subject.

**C010A LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is agreed that this takaful will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Certificate.

**C011 APPROVED ADJUSTER CLAUSE**

It is hereby agreed that in the event of a loss, the following adjusters (as stated in the schedule) have been approved to investigate the accident. Company(s) have authorised the participant and/or the broker to appoint any of the approved adjusters (as stated in the schedule) to investigate the loss and report to the Company(s), broker and/or the participant on their findings within a reasonable time.

Subject otherwise to the terms and conditions of the certificate.

**C012 CONTRACTORS AND SUB-CONTRACTORS CLAUSE**

It is hereby declared and agreed that the indemnity herein granted is extended to cover the legal liability of contractors and sub-contractors performing work for the Participant whilst engaged in the business and occupation in respect of which the within Certificate is granted.

Provided always that:

- (a) the sub-contractors shall as though the participant observe fulfill and be subject to terms of this Certificate so far as they apply.
- (b) the sub-contractor is not entitled to indemnity under any other Certificate of Takaful/ insurance.
- (c) at the end of each period of Takaful, the participant shall notify the company of any such sub-contractors employed during such period of Takaful of the cost thereof and shall pay such additional contribution as may be required.

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

**C014 CO-TAKAFUL AND LEADER CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

**C015 PRIVATE WORK FOR DIRECTORS AND EXECUTIVE CLAUSE**

This Certificate is extended to indemnify the Participant and any director or executive of the Participant in respect of the employment or the private duties of any employees of the Participant by such directors or executives.

Provided that:-

- (a) Such directors and/or executives is not entitled to indemnity under any other certificate or certificates.
- (b) The extension by this endorsement shall not apply to or include liability in respect of injury to any person or persons under a contract of service or apprenticeship with the directors and/or executives where the injury arises out of and in the course of such persons' employment or service with the director and/or executive.
- (c) Such director and/or executive shall as though he were the Participant observed, fulfill and be subject to the terms, exceptions, limits and conditions of this Certificate so far as they can apply.
- (d) the extension by this endorsement shall not operate to increase the Company's liability as set forth in the schedule under the heading of limits of indemnity beyond the amount or amounts for which the Company would be liable if the certificate were not so extended.

**C016 WAIVER OF SUBROGATION RIGHTS CLAUSE**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of a claim, the Company will not exercise their subrogation rights against any of the Participant parties. Subject otherwise to the terms, exceptions and conditions of the Certificate.

**C017A LONG TERM AGREEMENT CLAUSE (3 YEARS)**

A discount of five (5) per cent off the net contribution for this Certificate is allowed in consideration of the Participant having undertaken to continue the takaful coverage for a period of three (3) years from the date stated in the Schedule and to pay the contribution annually in advance, it being understood that the sum covered may be proportionately reduced to correspond with any reduction in value and that the contribution may be revised on a reasonable and proper scale following advice of any alteration in physical hazard.

Condition 6 of this Certificate is replaced by the following:

This Takaful may at any time be terminated at the option of the Company on notice to the effect being given to the Participant in which case the Company shall be liable to repay on demand a rateable proportion of the contribution or the unexpired period of the Takaful year concerned.

**C017B LONG TERM AGREEMENT CLAUSE (5 YEARS)**

A discount of 7.5 per cent off the net contribution for this Certificate is allowed in consideration of the Participant having undertaken to continue the takaful coverage for a period of five (5) years from the date stated in the Schedule and to pay the contribution annually in advance, it being understood that the sum covered may be proportionately reduced to correspond with any reduction in value and that the contribution may be revised on a reasonable and proper scale following advice of any alteration in physical hazard.

Condition 6 of this Certificate is replaced by the following:

This takaful may at any time be terminated at the option of the Company on notice to the effect being given to the Participant in which case the Company shall be liable to repay on demand a rateable proportion of the contribution for the unexpired period of the takaful year concerned.

**W002 ENDORSEMENT W.2**

This Certificate does not indemnify the participant in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-  
Lathes, Fret-saws, Boring machines, Sanding machines, Mechanically- driven portable tools applied to the work by hand other than Pendulum and Swing Saws.

**W008**

**ENDORSEMENT W.8**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power.

**W015**

**ENDORSEMENT W.15**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

(a) construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.

(b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Participant and forms part of a contract for reconstruction, alteration or repair).

N.B.Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.

(c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any well sinking, other than artesian or tube wells.

(d) blasting operations, quarrying or sand or gravel getting.

**W117**

**ENDORSEMENT W.117**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with tree felling or sawing or transporting of trees (including timber rafting) in connection therewith.

**W192**

**ENDORSEMENT W.192**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with felling sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.

**W223**

**ENDORSEMENT W.223**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work in Harvesting.

## 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 an Takaful Operator, may write to the "Mediator, Insurance 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 an 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 may also be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

The Manager

#### CUSTOMER SERVICES BUREAU (CSB)

Insurance Regulation Department Bank Negara Malaysia (BNM)

P. O. Box 10922 50929 Kuala Lumpur

Tel : 03 – 2698 8044 Extn. 8540

Fax : 03 – 2694 5986

Website : [www.bnm.gov.my](http://www.bnm.gov.my)

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Head, Feedback Centre, 19 Floor, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur.

Alternatively, you can fax your feedback to:

T+603 2297 3888

F+603 2297 3800

E [info@etiqa.com.my](mailto:info@etiqa.com.my)

[www.etiqa.com.my](http://www.etiqa.com.my)

Etiqa Online **1300 13 8888**

Etiqa Takaful Berhad (266243 D)

Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur

T +603 2297 3888 F +603 2297 3800 E [info@etiqa.com.my](mailto:info@etiqa.com.my) [www.etiqa.com.my](http://www.etiqa.com.my)

Etiqa Online 1300 13 8888

Ahli Kumpulan  **Maybank**