



Sila lampirkan Jadual Takaful
Please affix the Takaful Schedule

Takaful Flexi PA

Dokumen Penting

Ini Sijil anda. Sila baca dengan teliti dan simpan bersama-sama dengan dokumen-dokumen yang berkaitan dengan Takaful ini di tempat yang selamat supaya mudah dirujuk apabila perlu.

Important Documents

This is your Certificate. Please read it carefully and keep it in a safe place with all other documents concerning this Takaful for your easy reference in future.

STAMP
DUTY
PAID



INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like You agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their contributions on the basis of *Tabarru'* (donation) to the General Takaful Fund (Fund) managed by Etiqa Takaful Berhad (Takaful Operator).

As the Takaful Operator, We are responsible for selecting Participants and to determine and collect the contributions. We are also responsible for investing the Fund and paying Benefits to entitled Participants. All proceeds from investments will be credited into the Fund. The relationship between You and Us is based on the *Wakalah* contract.

If at the end of each financial year, there is a Surplus of income over liabilities in the Fund as set out in General Condition 13 of this Certificate, We will receive fifty percent (50%) of the surplus as incentive for operating and being responsible for the management of the Fund. The balance of fifty percent (50%) will be reserved for distribution amongst Participants. If the Fund is not sufficient to meet its Takaful obligations, We will provide an interest free loan from Our standby capital as required by the authorities. The loan will be paid by the Fund from future Surpluses.

Your application to join this Takaful scheme as a Participant has been accepted based on the proposal You signed and any other information provided to Us. If You did not fill in a proposal form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive Takaful cover for death and permanent total disability due to accident that may happen to You during the Period of Takaful according to the terms and conditions of this Takaful contract.

This Takaful contract is made up of the proposal, this Certificate and Schedule. You should read them together carefully to make sure that You get the cover You need.

This Takaful scheme is governed by the Takaful Act 1984. A requirement of this Act is the establishment of a Shariah Committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah.

Thank you for choosing this Takaful scheme managed by Us.

Chief Executive Officer

CERTIFICATE INFORMATION STATEMENT

1. For any enquiries other than claims, please contact Our Etiqa Online at 1300 13 8888, or You may write to:

Etiqa Takaful Berhad,
Level 19, Tower C, Dataran Maybank,
No. 1, Jalan Maarof, 59000 Kuala Lumpur.

2. In the event of claims under this Certificate, please call Our Claims Assist at 1300 88 1007.
3. In case of any changes to Your address, please inform Us immediately.
4. If You feel that our service to You needs improvement, please let Us have Your feedback. Kindly contact Us at:

Feedback Management Unit,
Level 4, Tower C, Dataran Maybank,
No. 1, Jalan Maarof, 59000 Kuala Lumpur

Tel : 1300 13 8888
Fax : 03 27853093
e-mail : info@etiqa.com.my

We assure You that Your feedback will be looked into.

5. In the event of any dispute arising from this Certificate that You might feel have not been satisfactorily resolved and wish to seek a favourable resolution, You may refer to:

The Financial Mediation Bureau,
25th Floor, No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.

Tel : 03 2272 2811
Fax : 03 2274 5752
e-mail : enquiry@fmb.org.my
Website : www.fmb.org.my

TAKAFUL FLEXI PA CERTIFICATE

1. This Certificate, Schedule and Endorsement, if any, are evidence of the contract between You and Us. The proposal made to Us in connection with this Takaful shall be the basis and form part of this contract.
2. This Certificate, Schedule and Endorsement, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
3. The conditions which appear in this Certificate, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Certificate.
4. Any word denoting a singular pronoun shall also mean to include the plural.

ELIGIBILITY

To be eligible under this Certificate, You must be a Malaysian Citizen or a Permanent Resident of Malaysia of at least eighteen (18) years of age and not more than sixty five (65) years of age on the Effective Date of Takaful.

CASH BEFORE COVER

The contribution due must be paid in full and received by Us before the Effective Date of Takaful or renewal of this Certificate. If this condition is not complied with then this Certificate shall not be effective and shall become void.

PERIOD OF COVER

This Certificate shall be effective for a period of one (1) year from the Effective Date of Takaful and can be renewed annually. On each renewal, this Certificate is renewable at the contribution rate in effect at that time and You shall be notified in writing of any change in the renewal contribution at least thirty (30) days before any change is effected. This Certificate is renewable at Our option up to Your age of seventy (70) years old.

DEFINITIONS

Accident/Accidental means an event of violent, Accidental, external and visible nature, occurring during the Period of Takaful, which shall independently of any other cause, be the sole cause of Bodily Injury or death.

Benefit means the respective Benefit, as stated in the Certificate, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Certificate.

Bodily Injury means injury sustained by the Participant from an Accident.

Effective Date of Takaful means the effective date as stated in the Schedule.

Endorsement means written evidence of an agreed change to this Certificate.

Fund means General Takaful Fund managed by Us.

Hospital Confinement means admission to a Hospital as an in-patient due to an Accident on the recommendation of a Medical Practitioner. A patient shall not be considered as an in-patient if he/she does not physically stay in the Hospital for the whole period of confinement.

Hospital means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which :

- a) has facilities for diagnosis and major surgery,
- b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses,
- c) is under the supervision of a Medical Practitioner, and
- d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

Medical Practitioner means a registered doctor, physician or surgeon qualified and licensed to practise western medicine and who, in rendering such treatment, is practising within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Participant himself/herself.

Permanent Total Loss of Hand means :

- a) amputation of an entire hand; or
- b) amputation of all four fingers from where the fingers join the palm of the hand; or
- c) permanent total loss of use of an entire hand or all four fingers.

Permanent Total Loss of Leg means :

- a) amputation of a foot (at or above the ankle); or
- b) permanent total loss of use of a foot.

Permanent Total Loss of Limb means :

- a) amputation of a hand (at or above the wrist); or
- b) amputation of a foot (at or above the ankle); or
- c) permanent total loss of use of hand, arm or leg.

Permanent Total Loss of Sight means physical loss of an eye or permanent and total loss of sight, which shall be considered as having occurred in both eyes if so certified by a registered fully qualified ophthalmic specialist. However, We reserve the right to seek a second opinion.

Period of Takaful means the period starting from the Effective Date of Takaful during which the coverage under this Certificate is effective.

Pre-existing Conditions means any injury, illness, symptom and/or condition which existed before the Effective Date of Takaful. You may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which :

- a) you had received or is receiving treatment; or
- b) medical advice, diagnosis, care or treatment has been recommended; or
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

Schedule means the information page that contains the details of the Participant, Benefit, contribution and Period of Takaful attached to this Certificate.

Tabarru' is an Arabic word which means donation, gift or contribution. In the Takaful contract, this means 'donation for the purpose of Takaful'.

Us/We/Our means Etiqa Takaful Berhad (266243D).

Wakalah means the nomination by one party of another to act on his behalf. In the Takaful context, We manages the Fund on behalf of the Participant.

You/Your/ Participant means the Participant named in the Schedule.

COVERAGES AND BENEFIT AMOUNTS

COVERAGES	BENEFIT AMOUNT
Section 1 – Accidental Death	RM50,000
<p>If You sustained Bodily Injury during the Period of Takaful which results in Accidental Death within fifty two (52) weeks from the date of Accident, We shall :</p> <ul style="list-style-type: none"> a) upon authorisation from Your nominee or estate, fully settle Your outstanding hire purchase loan for any private car registered under Your name, and pay the remaining Benefit amount, if any, to Your nominee or estate, or b) if there is no authorisation to settle any outstanding hire purchase loan, pay the full Benefit amount to Your nominee or estate. 	
Section 2 – Permanent Total Disability	RM50,000
<p>If You sustained Bodily Injury during the Period of Takaful which results in :</p> <ul style="list-style-type: none"> a) Permanent Total Paralysis, or b) Permanently being bedridden, or c) Permanent Total Loss of Sight of both eyes, or d) Permanent Total Loss or Permanent Total Loss of Use of both hands or both legs or both limbs or combination of these. <p>within fifty two (52) weeks from the date of Accident, We shall pay the Benefit amount.</p> <p><u>Conditions applicable to Section 2 :</u></p> <ol style="list-style-type: none"> 1. If You claim for more than one form of Permanent Total Disability sustained in any one Accident, then the total amount payable shall not exceed the Benefit amount payable for Permanent Total Paralysis. 2. Permanent Total Disability Benefit shall not be payable in the event Accidental Death Benefit amount in connection with the same Accident becomes payable. 3. This Certificate shall cease to apply once the Benefit amount under Section 1 or Section 2 is paid. 	
Section 3 – Hospital Confinement Allowance	RM50 per night up to RM5,000
<p>If You sustained Bodily Injury during the Period of Takaful which requires You to be hospitalised, We will pay You RM50 per night of Hospital Confinement up to RM5,000 (100 nights) in any one annual Period of Takaful.</p>	

EXTENSIONS

1. Sedentary Work/Off-Duty Cover

If You are employed under any of the excluded occupations stated in General Exclusion 11, You shall still be covered under this Certificate provided that :

- a) You are employed to do sedentary/desk-bound duties only; or
- b) You are off-duty at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

2. Suffocation by Smoke, Poisonous Fumes, Gas or Drowning

Any result sustained by You due to suffocation by smoke, poisonous fumes, gas or drowning shall be deemed to be Bodily Injury covered under this Certificate provided that such Bodily Injury does not arise in the course of Your employment or out of Your neglect, wilful or intentional act.

3. Disappearance

If You disappear and after a period of twelve (12) consecutive months Your body cannot be found, and sufficient evidence is provided that leads Us to believe that You have died as a result of an Accident, We will pay the Accidental Death Benefit. If at any time after the payment, this belief is incorrect, then the amount paid must be repaid to Us.

GENERAL EXCLUSIONS

We shall not pay for any Benefit under this Certificate caused by or contributed to/ by or related to any of the following:

1. Pre-existing Conditions.
2. Wilful, criminal, illegal or intentional acts, or neglect.
3. Suicide or attempted suicide, provoked homicide or assault.
4. Self-inflicted injury, depression, mental or nervous disorders.
5. Alcohol or drug consumption not prescribed by or not in accordance with the prescription of a Medical Practitioner.
6. Pregnancy, childbirth, miscarriage or abortion.
7. Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complications (ARC).
8. War or any act of war, declared or undeclared, direct participation in terrorist activities, strikes, riots and civil commotion or insurrection.
9. Ionizing radiations or radioactive contamination.
10. Engaging in training, practising or taking part in :
 - a) underwater activities involving the use of compressed air or gas; or
 - b) potholing, climbing or mountaineering necessitating the use of ropes or cables; or
 - c) hunting, off road vehicular activities or water-skiing; or
 - d) flying or other aerial activities except as a fare-paying passenger in a commercial airline; or
 - e) parachuting, hang-gliding, bungee jumping or any sky-diving activities; or
 - f) any racing activities other than on foot; or
 - g) professional sports.
11. Engaging in the following occupations :
 - a) military, civil defence, law enforcement, fire-fighter or security guard/officer; or
 - b) air crew, ship crew, oil-rig crew, diver or fisherman; or
 - c) mining, logging, sawmilling, woodworking or underground works; or
 - d) demolition, blasting or quarry; or
 - e) activities or work involving scaffolding, gondolas, ropes or cables; or
 - f) dealing with explosives, poisonous or hazardous gases, liquids or substances.

except under the circumstances as mentioned in Extension 1 of this Certificate.

GENERAL CONDITIONS

1. Amendments and Changes

a) By Us

We reserve the right to amend the terms, exclusions and conditions of this Certificate by giving You Thirty (30) days prior notice in writing by ordinary post to Your last known address in Our records.

b) By You

You shall give thirty (30) days written notice to Us of any change of address, occupation or physical defect or weakness due to disease during the Period of Takaful.

2. Arbitration

All differences arising out of this Certificate shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. The costs of the reference and of the award shall be at the discretion of the arbitrator, arbitrators or umpire making the award.

It shall be a condition precedent to any right of action or suit upon this Certificate that the award by such arbitrator, arbitrators or umpire of the amount of Benefit if disputed, shall be first obtained.

3. Claim Procedures

All claims must be notified to Us as soon as possible but not later than thirty (30) days after any event which may entitle You to claim under this Certificate. Send to Us immediately all relevant documents to support Your claims. Claims are deemed not complete and eligible Benefits are not payable unless all receipts and bills for such claims have been submitted and agreed by Us.

Any documents or evidence required by Us to verify the claim shall be provided by You at your own expense. Any medical examination required by Us to verify the claim shall be at Our expense.

4. Interest and Currency

Any Benefit payable under this Certificate shall not carry any interest and shall be in Ringgit Malaysia (RM).

5. Misrepresentation/Fraud

This Certificate shall be void if Your proposal or declaration is untrue or if this Certificate or any renewal is obtained through misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated.

6. Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment under this Certificate.

7. Other Takaful

No person shall be covered under more than one Takaful Flexi PA Certificate. In the event You are covered under more than one Certificate, We shall consider You to be covered under the Certificate which was issued first and We shall refund any duplicated contribution payment which may have been made by or on behalf of You.

8. Overseas Travel

We shall not pay any Benefit whilst You are outside of Malaysia for a period exceeding three (3) consecutive months in any one annual Period of Takaful.

9. Payment of Benefit

Any Benefit payable under this Certificate shall be paid to You or Your nominee, if any, as stated in the Schedule or otherwise to Your estate. Any receipt by You or Your nominee or estate of any Benefit payable under this Certificate shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

10. Portfolio Withdrawal

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Takaful product. Cancellation of the portfolio as a whole shall be given by written notice to You at least thirty (30) days before the cancellation and We will run off all Certificates to expiry of their periods of cover within the portfolio.

11. Subrogation

If We shall become liable for any payment under this Certificate, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

12. Termination of Certificate

a) Termination by You

If You give notice in writing to Us to terminate this Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund the contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

b) Automatic Termination

This Certificate shall be terminated upon the death of the Participant or upon payment of any Benefit under Coverage and Benefit Amounts - Sections 1 or 2.

c) Termination by Us

We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

d) Effective Time of Termination

This Certificate shall terminate at 12:01am Malaysian Time on the relevant date of termination.

13. Errors and Omissions

We will rectify any error or omission in this Certificate by issuing an Endorsement which will be sent to You. Any such rectification will not affect Your rights and obligations as originally agreed to between Us. Once such an Endorsement has been issued, only the incorrect provisions in this Certificate will no longer be valid.

14. 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. If there is surplus, We will receive fifty percent (50%) of the surplus as incentive for being responsible in operating and managing the Fund. The balance will be reserved for distribution amongst Participants subject to the provisions of this Takaful Certificate. The surplus will be payable to the Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificates. 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 Participants.

Etiqa Takaful Berhad (226243-D)

Level 19, Tower C, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, Malaysia
T +603 2297 3888 F +603 2297 3800 E info@etiqa.com.my www.etiqa.com.my

Etiqa Online 1300 13 8888
Ahli Kumpulan 