



## Traveller's Personal Accident 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 the Etiqa Takaful Berhad (hereinafter referred to as the "Takaful Operator") for the Takaful cover hereinafter.

**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 described under the Scale of Benefit 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 Event and independently of any other causes suffer any of the Results described under the Scale of Benefit, the Takaful Operator will pay to the Participant or in the case of his death to his legal personal representatives the Benefit specified in the Schedule for such Result.

### GENERAL DEFINITIONS

#### **Accident/ Accidental**

Accident means external violent, visible means and voluntarily event including infections which occur through Accidental cut or wound which causes Death or Bodily Injury, but does not include other infections, poisoning, sickness or disease, hernia, naturally occurring condition or degenerative process.

#### **Benefit**

The amount that this Takaful will pay for legitimate claim under this Certificate is 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'.

#### **Endorsement**

Written evidence of an agreed changed to the Certificate.

#### **Fund**

The General Takaful Fund operated by Etiqa Takaful Berhad.

#### **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**

Legally qualified medical practitioner other than Participant himself/ herself or a member of Participant's immediate family.

#### **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 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 Us in the course of carrying the Takaful Business.

#### **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 meaning 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 Participants 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).

**Schedule**

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

**The Participant/You**

The person or persons named in the Takaful 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 Fund on behalf of the Participant.

**AUTOMATIC EXTENSION OF PERIOD CLAUSE**

If during the Period any aircraft or surface transport vehicle in which the Participant is travelling as a ticket-holding passenger is delayed through no act of the Participant with the result that the journey to which his ticket applies is not completed before the expiry of the Period then the Takaful cover shall be automatically extended without additional Contribution for such additional days as may be reasonably necessary for the completion of the journey.

**SPECIAL ADDITIONAL PROVISIONS****(a) EXPOSURE**

If following an Accident the Participant is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an Injury as specified in the Scale of Benefits, such Injury shall be considered as constituting a claim but only under Death (Result A) or Total Permanent Disablement (Result B) of this Certificate.

**(b) DISAPPEARANCE**

Notwithstanding paragraph three of Condition 8, if the body of the Participant has not been found within a year after the date of disappearance following an Accident, the Takaful Operator may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Participant has been established provided that if at any time after the payment has been made by the Takaful Operator in settlement of a claim in such circumstances, the Participant is found to be living, any sum so paid by the Takaful Operator shall be refunded forthwith.

**(c) STRIKE, RIOT AND CIVIL COMMOTION**

This Certificate is extended to cover the Participant as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as the Participant himself is actively participating when this extension becomes null and void.

**(d) MOTORCYCLING**

This Certificate is extended to cover the Participant as within defined resulting from engaging in motorcycling, provided always that this extension does not apply to any Accidents arising out of motorcycle racing, pace-making, reliability trial or speed testing.

**(e) MURDER, ASSAULT OR KIDNAPPING**

This Certificate is extended to cover the Participant as within defined resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Participant.

**(f) HIJACKING**

This Certificate is extended to cover the Participant as within defined resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Participant is a passenger, provided always that this extension does not apply if the event results from Exclusion 19 of this Certificate.

(g) **AMATEUR SPORTS ACTIVITIES**

This Certificate is extended to cover the Participant as within defined resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any Accidents arising out of Exclusion 2 of this Certificate.

(h) **ACCIDENTAL DROWNING OR SUFFOCATION**

This Certificate is extended to cover the Participant as within defined resulting from Accidental drowning or Accidental suffocation through smoke, poisonous fumes or gas.

(i) **UNSCHEDULED FLIGHT**

This Certificate is extended to include the risk of bodily injury as within defined caused or arising whilst the Participant is in or entering or descending from a properly licensed aircraft, provided always that this extension shall not apply if the Participant is the pilot or part of the aircrew.

## EXCLUSIONS

This Takaful cover 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. the Participant engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, football, skating of any kind, mountaineering requiring the use of ropes or the use of wood-working machinery driven by mechanical power whilst at work, ice hockey, polo-playing, steeplechasing, winter sports, yachting, water-ski jumping, under-water activities involving the use of breathing apparatus; or
3. the Participant engaging in training or performing of any form of martial arts; or
4. the Participant whilst travelling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst travelling as a passenger over established air routes in a fully licensed aircraft operated by a recognized airline; or
5. the Participant engaging in or taking part in government regular police, arm forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements; or
6. engaging in diving, mining, logging, underground works, explosive making or handling or custodians or blasters, gas manufacturing or whilst on duty as a ship crew or fisherman; or
7. the Participant engaging in the use of or riding on any types of motorcycle/scooter (whether as driver or passenger); or
8. riot, strike or civil commotion; or
9. committing or attempting to commit suicide (whether sane or insane), intentional self-inflicted injury, insanity or any attempt thereat; or
10. a complication of pregnancy, childbirth, miscarriage (except accidental miscarriage) or abortion; or
11. provoked murder or assault; or
12. 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
13. 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
14. traceable to sickness, disease, parasite, bacterial or viral infection even if contracted by Accident; or
15. anthrax, blood poisoning, erysipelas, ptomaine-poisoning, pyaemia and/or tetanus; or
16. any pre-existing physical defect or infirmity; or
17. 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; or
18. 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; or

- (ii) Any Accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material; or

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 insurance 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 synthesizes toxins(s) which cause illness and/or death in humans, animals or plants.

- 19. (i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) ; or
- (ii) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power; or
- (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; or
- (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; or

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

The Participant shall not be less than sixteen (16) years of age or more than sixty-five (65) years of age at the time of application. 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 sixty-six (66) 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 or effected against Accident and/or incapacity.

**5. 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 the Participant's legal personal representatives) alone shall be an effectual discharge.

**6. 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 Insurance 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.

**7. 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.

**8. 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 the Participant's 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 the Participant's 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.

**9. RECEIPT OF DISCHARGE**

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.

**10. POSITION OF CLAIMS UPON PAYMENT OF BENEFITS**

If Total Amount of Benefit has been paid for item (a) or (b) or (c) or (d) in the Scale of Benefits, this Certificate shall thereafter cease to apply to that Covered Person.

**11. 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 three (3) 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.

**12. 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.

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.

**13. 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**

Benefit shall not be payable for more than one of Results (a) to (d) and when payable for one of those Results shall not be payable for any other of the Results caused by the same Event nor for any of the Results caused by any subsequent Event.

<b>Event</b>	<b>Results</b>	<b>Benefit</b>
<p>Bodily injury suffered by the Participant resulting solely and directly from accidental external violent and visible means (including 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</p>	<ul style="list-style-type: none"> <li>(a) Death</li> <li>(b) Total and permanent loss of all sight in one or both eyes.</li> <li>(c) Total loss by physical severance of one or both hands or feet.</li> <li>(d) Permanent and total disablement from engaging in or attending to usual business and from engaging in or attending to business of any kind.</li> <li>(e) Medical Expenses</li> </ul>	<p>Occurring within twelve (12) months of the happening of the Event</p> <p>Amounts stated in the Schedule</p>

## 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 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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