

Domestic Servant Takaful Scheme Certificate

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 General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the Fund based on the concept of Tabarru'.

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 Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. The relationship between You and Us is governed by the Wakalah (agency) contract.

The surplus from the Fund will be determined annually and will be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to Us for operating and managing the Fund, based on the contract of Ju'alah (reward), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims within the financial year. In the event of any deficit from the Fund, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the Fund is still in deficit, a Qard (interest-free loan) will be arranged. The Qard will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the Qard. If the surplus is less than Ringgit Malaysia Ten (RM10.00), We shall credit such sum into a charitable fund, which will be utilised as amal jariah on behalf of the Participants.

Your application to participate in this takaful scheme as a Participant has been accepted based on the application You have signed and any other information provided to Us. If You did not fill in an Application 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, Permanent Disability and other Benefits 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 Application Form, this Certificate and the Schedule. You should read them together carefully to make sure that You get the cover You need.

This takaful scheme is governed by the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia. 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.

GENERAL DEFINITIONS

Contribution means any amount We require You to pay under this Certificate and includes government charges.

General Takaful Fund (Fund) means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

Ju'alah is a reward contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to Us agreed upfront by You and Us for good management of the Fund.

Financial Markets Ombudsman Service, or FMOS means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

Participant, Covered Person, You and Your means the person named on the Schedule.

Period of Takaful shall mean the period specified in the Schedule and during which the Covered Person is in immediate employment of the Participant or until the cessation of the employment permit whichever is the earlier but excluding the period when Covered Person returns to her home country. Cover ceases from the time the Covered Person leaves Malaysia and resumes upon her return to Malaysia. The territorial limit of this Certificate is within Malaysia only.

Qard, in the context of this Certificate, it means an interest-free loan which is given by Us to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to Our mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to Our mismanagement or negligence, We will make the outright transfer for the insufficiency.

Schedule means the Takaful Schedule where the Benefits and Sum Covered are stated.

Tabarru' means contribution, donation or gift. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that You have appointed Us to invest and manage the General Takaful Fund on Your behalf. You have also authorized Us to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

We, Us and Our means Etiqa General Takaful Berhad.

SECTION 1 – PERSONAL ACCIDENT

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

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

SPECIAL PROVISION TO SECTION 1

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

SPECIAL CONDITIONS TO SECTION 1

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

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

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by Us shall be allowed to make a post-mortem examination of the body of the Covered Person at Our expense.
3. For the purpose of this Takaful, General Condition 6 (Other Takaful) shall not apply to (a), (b) & (c) of this Section.
4. This Section is not assignable and payment of any Benefit under this section shall only be made to the Covered Person or his beneficiary/estate whose receipt shall be a discharge to Us.

EXCEPTIONS TO SECTION 1

1. We shall not pay for any Benefit under this Certificate caused by or contributed to/ by or related to any of the following:
 - a) Any unlawful act of the Covered Person or willful exposure to danger (other than in an attempt to save human life) suicide or attempted suicide or intentional self-injury;
 - b) The effect or influence (temporary or otherwise) of alcohol or drugs not prescribed by a qualified medical practitioner, venereal disease, insanity or Acquired Immune Deficiency Syndrome (AIDS);
 - c) Pregnancy, childbirth, miscarriage or abortion;
 - d) Rock climbing, mountaineering (which requires the use of ropes or guides), skin diving, parachuting, polo, steeple-chasing, big game hunting or racing of any kind other than on foot;
 - e) Flying as a member of an aircrew or in any aircraft for the purpose of any trade or technical operation therein or thereon or air travel other than as a fare-paying passenger in any properly certified or licensed power-driven aircraft constructed to carry passengers;
 - f) Riding on motorcycle, motor scooter, moped or mechanically assisted pedal cycle (whether as driver or passenger) for sports, exhibition, competition or racing; or
 - g) Sexual assault by the Participant or any member of his household.

SECTION 2 – REPATRIATION EXPENSES

We, will subject to the terms of this Section indemnify the Participant for repatriation expenses (defined below) for the sum not exceeding RM 5,000.00 if during the Period of Takaful the Covered Person shall sustained bodily injury resulting in death or suffers permanent total disablement from whatsoever cause within twelve (12) months.

Payment of any valid claim under this Section will be on a reimbursement basis against actual and reasonable costs incurred in repatriating the Covered Person back to her country of origin.

DEFINITION TO SECTION 2

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

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

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

SECTION 3 – HOSPITAL AND SURGICAL EXPENSES

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

Provided always that:

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

GENERAL EXCEPTIONS

We will not indemnify the Participant and/or the Covered Person against:

1. Any action for compensation brought in the Courts of Law of any territory outside Malaysia;
2. HIV (Human Immunodeficiency 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;
3. Death or disablement directly or indirectly caused by or contributed by or arising from:

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

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

For the purpose of this exclusion:

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

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

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

4.
 - i) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not);
 - ii) Civil war, mutiny, civil commotion assuming the proportions, of or amounting to a popular rising, military uprising, insurrection, rebellion, revolution, conspiracy, military or usurped power;
 - iii) Martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; 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.

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.

5. Any Communicable Disease declared to be a PHEIC by the WHO or the fear or threat (whether actual or perceived) of a Communicable Disease. This will apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s) and will continue to apply until the WHO cancels or withdraws any relevant PHEIC.

GENERAL CONDITIONS

1. INTERPRETATION

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

2. OBSERVANCE

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

3. PRECAUTION

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

4. CLAIMS CONDITIONS

a) Notification of Accident

All claims must be made by You or through You or Your legal representatives, to Us within thirty (30) days of any injury which may result in a claim under this Certificate.

b) Documentation

All medical reports, certificates, information and evidence required by Us to support a claim, must be provided at Your expense or at the expense of any claimant in the event of Your death. You may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to Your death, We shall require sight of the death certificate and may require a post-mortem report at Your expense.

Claims are not deemed complete and eligible Benefits are not payable unless all medical reports, certificates, information and evidence required by Us have been submitted to Us. In the case of a claim for a Benefit related to medical reimbursement, only the actual costs incurred, which are medically necessary, shall be considered for reimbursement subject to the presentation of original receipt(s).

Any variation to documentation requirements shall be at our sole discretion.

c) Claim Settlement

- i) We will pay any Benefit due under this Certificate to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Islamic Financial Services Act 2013.
- ii) The payment of claims under this Certificate is dependent upon observance of its terms and conditions by You, and so far as they apply, by You or any other claimant.
- iii) If an accident happens which gives rise to a claim in respect of which we make a payment under Death or Total Permanent Disability as specified in this Certificate Contract, the Certificate Contract shall thereafter cease, to apply to You.

5. OTHER TAKAFUL

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

6. INTEREST AND CURRENCY

All payments under the Takaful Certificate shall be made in the legal currency of Malaysia.

7. 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:

- i. on the death of the Covered Person
- ii. upon the termination of the employment contract between the Participant and the Covered Person named in the Schedule; or from the date of the Immigration Department's Letter of Discharge which shall be deemed to terminate this Certificate, whichever is the earliest.

c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to You at Your last known address or by electronic mail. 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.

8. CASH BEFORE COVER

It is fundamental and absolute special condition of this contract of takaful that the full Contribution due must be paid and received by Us before the takaful cover under the Certificate, Endorsement or Renewal as the case may be, can commence based on the payment mode You have selected as specified below. If this condition is not complied with then this Certificate is automatically null and void.

Subject otherwise to the terms and conditions of this Takaful.

9. SANCTION LIMITATION CLAUSE

This Takaful Certificate not provide cover and We shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any Sanction, prohibition or restriction under the Comprehensive Iran Sanctions, Accountability and Divestment (CISAD) Act or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom.

10. RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If We discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Certificate immediately. We shall deal with all Contributions paid and all benefits or sums payable in respect of the Certificate in any manner which we deem appropriate, including but not limited to handing it over to the relevant authorities.

11. RIGHT TO NOMINATE

You may nominate an individual to receive Takaful Benefits payable upon Your death, either as an Executor, or as a Beneficiary under a Conditional Hibah; or

The nomination or assignment may be made:

- a) At the time of application; or
- b) By notifying Us in writing.

You may specify the shares of Takaful Benefit be paid to each Nominee. In the absence of such specified shares, We shall pay the Nominees in equal shares.

Where there is more than one Nominee and any particular Nominee who is nominated as a Beneficiary under Conditional Hibah predeceases You, We shall pay the share of the deceased Nominee, upon Your death to Your estate, unless You has made a subsequent nomination in place of the deceased Nominee.

A Nomination of a Beneficiary under Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on Your death to the Nominee. Such Takaful Benefits so transferred shall not form part of Your estate, or be subject to his or her debt.

Obligations of nominated Executors

Where the Nominee is appointed as Executor, the share of the Executor will be set out in the Nomination of Executor Form.

For Muslim Covered Persons, the Executor has to distribute the Takaful Benefits as specified under the Islamic Financial Services Act 2013, Islamic Law and any other applicable laws relating to the distribution of Your estate.

For Non-Muslim Covered Persons, the Executor has to distribute the Takaful Benefits according to Your will, and any other applicable laws relating to the distribution of Your estate. If at the time of claim, an Executor has predeceased You, the percentage of the deceased Executor will be distributed equally among any surviving Executors, who will then act as Executors to distribute the proceeds.

Right to revoke a nomination

A nomination shall be revoked:

- a) Upon the death of all Nominees during Your lifetime;
- b) By a notice in writing from You to Us; or
- c) By any subsequent nomination by You to Us.

A nomination shall not be revoked by a will or by any other act, event or means.

12. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when the terms in this Certificate need to be changed.

13. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

Communicable Disease includes the terms Infectious and Contagious disease and means any disease capable of being transmitted from an infected person, animal, species, or organism to another person by any means. Certain communicable diseases can result in an outbreak which can be declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

SCHEDULE OF BENEFITS

Sections	Benefits	Sum Covered (RM)
Section 1	Personal Accident: a) Accidental Death b) Permanent Disablement c) Medical Expense (Excess: RM 200.00)	20,000 20,000 Up to 2,000
Section 2	Repatriation Expenses	Up to 5,000
Section 3	Hospitalization & Surgical Expenses	Up to 2,500

Table of Permanent Disablement Benefits

Description of Disablement	Percentage of the Capital Sum Covered
Loss of two limbs	100%
Total paralysis	100%
Loss of both hands or all fingers and both thumbs	100%
Injuries resulting in being permanently bedridden	100%
Loss of one arm: a) at shoulder b) between shoulder and elbow c) at elbow d) between elbow and wrist	100% 100% 100% 100%
Loss of hand at wrist	100%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	50%
Loss of Leg: a) at hip b) between knee and hip c) below knee	100% 100% 100%
Eye: a) Total loss of sight of both eyes: b) Loss of both eye c) Loss of sight of one eye d) Loss of one eye	100% 100% 50% 50%
Loss of hearing of both ears	75%

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentage payable in respect of any one accident shall not exceed 100%

CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:
Etika General Takaful Berhad
Level 13, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: +603 2297 3888
Facsimile Number: +603 2297 3800
Etika Online: 1300 13 8888
E-mail: info@etika.com.my
Homepage: www.etika.com.my
3. In the event of claims under the Certificate, please call Our Claims Assist at 1300 88 1007.

COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit
Etika General Takaful Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone on 1300 13 8888 or +603 2780 4500 (Overseas)
E-mail: complaint_cmu@etika.com.my

We assure You that Your feedback will be looked into.

The Financial Markets Ombudsman Service (FMOS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO FMOS

The Financial Markets Ombudsman Service (FMOS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with Our decision had to a dispute, or Our failure to respond to a complaint within sixty (60) days. The FMOS contact details are as follows:

Telephone Number: +603 2272 2811
or

Postal address:

Financial Markets Ombudsman Service (FMOS)
Level 14, Main Block
Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the FMOS office.

The FMOS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Participant.

For further details on the FMOS, please obtain the information pamphlets from Us or visit the FMOS website at www.fmos.org.my.

Engagement of the FMOS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the FMOS does not affect the Claimant's or Participant's right to take legal action against Us should they be dissatisfied with the outcome by the FMOS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may submit an enquiry, complaint, or feedback to **BNMLINK**.

The contact details are as follows:

BNMLINK
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur, Malaysia
Telephone Number: 1 300 88 5465
Facsimile Number: +603 2174 1515
BNMLINK Portal: bnm.gov.my/BNMLINK