

## i-TRAVEL EZY

### 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).

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 governed by the Wakalah contract.

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.

This takaful contract is made up of the Application Form, this Certificate and the Certificate of Cover. 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.

Thank you for choosing this takaful scheme managed by Etiqa General Takaful Berhad.

**Chief Executive Officer**

### WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate.

This Certificate is issued in consideration of the payment of Contribution as specified in the Certificate of Cover and pursuant to the answers given in Your Application Form (or when You applied for this takaful) and any other disclosures made by You between the time of submission of Your Application Form (or when You applied for this takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures given by You, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Certificate reflects the terms and conditions of the contract of takaful as agreed between You and Us.

This Certificate sets out what You are covered for as shown in the Certificate of Cover and the circumstances where You are covered and not covered.

To help preserve the environment, We will send You one Certificate booklet only. Please keep this Certificate booklet in a safe place. In case of Certificate amendment, We will send You the Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

### YOUR DUTY TO INFORM US

#### 1. Communication

All communication to Us must be in writing or You may contact Our Etiqa Online at 1300 13 8888.

#### 2. Duty of disclosure before this takaful is granted

- i) Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You have a duty to take reasonable care not to make a misrepresentation in answering the question in the Application Form (or when You applied for this takaful) i.e. You should have answered fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You are also required to disclose any other matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- ii) If You do not fully and faithfully provide this information, the takaful may not be valid or the Certificate may not cover You fully.

#### 3. Duty of disclosure during this takaful

You are required to inform Us immediately if at any time after this contract of takaful or any other Certificates effected on or by You has been entered into, varied or renewed with Us of any information given in the Application Form (or when You applied for this takaful or other Certificates) is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

- i) require You to pay an additional Contribution for the increase risk;
- ii) make changes to the terms and conditions of this Certificate; or
- iii) leave the Certificate terms, conditions and Contribution unaltered.

You will only be covered for any increased risk if agreed in writing by Us.

## GENERAL DEFINITIONS

Unless indicated or defined otherwise, the definitions with interpretation as set out below, will apply to this Certificate.

**Actual Departure Time** means the time when the chocks are removed from the wheel before the aircraft is pushed backwards from the airport gate.

**Benefit** means the respective benefit(s), as stated in the Certificate, Certificate of Cover, and/or Endorsement payable by Us under the terms, exclusions and conditions of this Certificate in respect of each event or loss covered by this Certificate.

**Claimant** means the person who submits a claim for an incurred cost.

**Certificate of Cover** means the Certificate of Cover where the Benefits and Sum Covered are stated.

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

**Covered Person You and/or Your** means the person(s) named on the Certificate of Cover as the Covered Person and must be a Malaysian, permanent resident of Malaysia, or residents legally employed in Malaysia.

**Delay** means more than thirty (30) minutes hold up between the Scheduled Departure Time and the Actual Departure Time of the Scheduled Carrier.

**Effective Date of Takaful** means the effective date on the Certificate of Cover.

**Endorsement** means a written alteration or amendment to the information, terms and conditions of this Certificate. Endorsement to this Certificate must be issued by Us.

**Geographical Area** means this Certificate refers to Malaysia.

**Ombudsman for Financial Services, or OFS** means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

**Participant** means the person named on the Certificate of Cover as a Participant who has full rights on the Certificate and is a Malaysian or permanent resident or legally employed in Malaysia, holding a valid Malaysian bank account.

**Period of Takaful** means a period commencing one (1) hour before the Scheduled Departure Time of a flight and ceases upon the Actual Departure Time.

**Personal Data** means any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorised third party.

**Scheduled Carrier** means a scheduled commercial aircraft listed with the relevant authorities in the countries in which the aircraft is registered and is operated by an airline company which holds a certificate, license or similar authorisation for scheduled transportation and maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times in accordance with such authorisation.

**Scheduled Departure Time** means the departure time of the flight as stated on the flight ticket of the Scheduled Carrier at the point of purchase of the flight ticket or where such flight has been rescheduled, the new departure time as announced or stated by the Scheduled Carrier.

**Terrorism** means an act or acts, of any person or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

**Travel Companions** means the person travelling together with the Participant as a group and boarding the same flight and the same Schedule Carrier as the Participant, as declared by the Participant in the Certificate of Cover.

**Wakalah** is an Arabic word meaning the nomination by one party of another to act on his or her behalf. In the context of this Certificate, this means that You have appointed Us to manage the Certificate and General Takaful Fund on Your behalf.

**We, Us and Our** means Etiqa General Takaful Berhad.

## BENEFITS DESCRIPTION

We will pay cash benefit Ringgit Malaysia Sixty (RM60.00) in the event of a flight Delay suffered by each Covered Person under this Certificate during the Period of Takaful.

The coverage under this section only applies to Scheduled Carriers for which the Covered Person had purchased a valid flight ticket according to the Scheduled Carrier and regulations.

The Participant may participate this Certificate to cover the Travelling Companions who have consented to be covered under this Certificate and are on the same flight as the Participant paying the relevant Contribution.

## GENERAL CONDITIONS

### 1. A duty to comply with the Conditions

We will only be liable to make any payment under this Certificate if You have at all times complied with the terms, provisions and conditions of this Certificate.

### 2. Fraud

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You or anyone acting on Your behalf, all Benefits under this Certificate shall be forfeited.

**3. Claims Notifications**

- a) All claims must be notified Us as soon as possible after any event which may entitle You to claim under this Certificate.
- b) The Benefit payment must be in respect of a Delay of a Domestic Flight which occurred within the Geographical Area during the Period of Takaful and is subject to and conditional upon the Participant giving all necessary information required.

**4. Termination of Certificate**

**a) Termination by You**

If You give official notice in writing at least 3 days to Us before Scheduled Departure Time to terminate this Certificate, or to terminate coverage for any Covered Person, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later.

Upon termination of the Certificate, We will refund the Contribution together with the stamp duty paid by banking in the relevant amount into the Participant's account, according to the account details provided to Us.

**b) Termination by Us**

We may give notice of termination hereof by Your last known email address. Such termination shall become effective after seven (7) days the notice is received or on the date specified in such notice, whichever is the later.

**c) Automatic Termination**

This Certificate shall automatically terminate upon the Actual Departure Time of the flight.

**5. Payment of Contribution – Cash Before Cover**

You must pay the Contribution before the coverage under this Certificate is effective.

**6. Other Takaful**

No person shall be covered under more than one (1) i-Travel Ezy Certificate issued by Us. In the event the Covered Person is covered under more than one (1) such Certificate, We shall consider that person to be covered under the certificate, which provides the greatest amount of Benefit. If at the time of any loss, damage or liability arising under the Certificate there is any other takaful covering the same loss, damage or liability, We shall pay only Our ratable proportion.

**7. Currency**

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

**8. Applicable Law**

This Certificate shall be governed by and interpreted in accordance with the Laws of Malaysia.

**9. Third parties**

Nothing in this Certificate is intended to grant to any third party any right to enforce any term of this Certificate or to confer any third party any Benefits under this Certificate.

**10. Arbitration Clause**

Any dispute, controversy or claim arising out of or relating to this Certificate shall be referred to the decision of an Arbitrator. The Arbitrator shall be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties. Appointment shall be within one calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**11. Legal Proceedings**

No action at law or in equity shall be brought to recover on the Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the Covered Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Certificate, the Covered may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Certificate terms, provisions and conditions. The acceptance of such proof of loss shall be at Our sole and entire discretion. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

**12. Alteration and Changes**

No alteration to this Certificate shall be valid unless authorised by Us and such approval is endorsed thereon.

**13. Notice of Trust or Assignment**

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other, dealing with or relating to this Certificate.

**14. Sanction Limitation Clause**

This Certificate shall 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 United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**15. Right to Terminate due to Anti- Money Laundering and Counter Financing of Terrorism**

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

**16. 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.

#### **17. Changes in Taxation, Regulations and Legislation**

We may vary the terms of this Certificate as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Certificate. We will notify You in writing three (3) months prior when terms in this Certificate need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

#### **18. Data Protection Obligations and Rights**

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other insurance companies or takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of a Covered Person or another individual, You must inform that individual of Our privacy notice.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Oneline at 1300 13 8888, or refer to Our website at [www.etiqa.com.my](http://www.etiqa.com.my).

### **GENERAL EXCLUSIONS**

We shall not pay under any Benefit of this Certificate, loss, expense or liability directly or indirectly, caused by, a consequence of, arising in connection with or is contributed to by:

1. Travel delay arising from strike or industrial action which commenced or was announced before participate of this Certificate;
2. The flight is cancelled by the Scheduled Carrier;
3. If the Participant is aware before the Certificate was issued of any reason that may cause the flight to be delayed; or
4. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property under the order of any government or public or local authority.

## 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:  
Etiqa 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  
Etiqa Oneline: 1300 13 8888  
E-mail: info@etiqa.com.my  
Homepage: www.etiqa.com.my
3. In the event of claims under this 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  
Etiqa General Takaful Berhad  
Level 6, Tower B, Dataran Maybank  
No. 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)  
Facsimile Number: +603 2297 1919  
E-mail: complaint\_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) 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 OFS**

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

E-mail: enquiry@ofs.org.my  
or  
Facsimile Number: +603-2272 1577  
or

Postal address:  
Chief Executive Officer  
Ombudsman for Financial Services  
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 OFS office.

The OFS 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 OFS, please obtain the information pamphlets from Us or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my).

Engagement of the OFS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the OFS 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 OFS.

### **PROCEDURE FOR COMPLAINT TO BNMLINK**

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur, Malaysia  
Telephone Number: 1300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: bnmtelelink@bnm.gov.my