



STAMP DUTY  
PAID

## PUBLIC LIABILITY TAKAFUL CERTIFICATE

**Whereas** the Certificate Holder (hereinafter called the "Participant") named and described in the Schedule hereto has by a proposal and declaration, which shall be the basis of this Contract, has applied to **Etiqa General Takaful Berhad (201701025031)** (hereinafter referred to as "the Company") for the takaful hereinafter contained.

In consideration of the payment by the Participant of the Contribution as stated in the Schedule and subject to the terms, provisos, exclusions and conditions herein or endorsed hereon, the Company agrees to indemnify the Participant against:

A. All sums which the Participant shall become legally liable to pay as damages in respect of:

- (i) Accidental death or bodily injury to or illness of any person
- (ii) Accidental loss of or damage to material property.

B. All costs and expenses of litigation:

- (i) Recoverable by any claimant against the Participant,
- (ii) Incurred with the written consent of the Company,

in respect of a claim against the Participant for damages occurring during the Period of Takaful, arising in connection with the Trade or Business and happening anywhere within the Situation of Risk Limits to which the indemnity expressed in this Certificate applies.

Provided always and it is a condition of this Certificate that the liability of the Company for compensation under A and B in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not exceed the amount specified in the Schedule as the Limit of Indemnity and for the Period of Takaful, the Aggregate Limit of Indemnity.

### Exclusions

Unless otherwise specifically stated hereon the Indemnity expressed in this Certificate shall not apply to or include:

1. Liability in respect of injury, illness, loss or damage which is deliberately caused or failure to do anything which will inevitably or with reasonable certainty give rise to such a deliberate act or omission of the Participant and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
2. Liability assumed by the Participant by agreement unless such liability would have attached to the Participant in the absence of such agreement.
3. Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Participant if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Participant or any sums payable by the Participant under legislation relating to occupational injury or illness.

4. Liability in respect of loss of or damage to property
  - (a) belonging to or in the charge or under the control of the Participant or of any servant or agent of the Participant other than personal effects belonging to directors, employees or visitors.
  - (b) being that part of any goods or land or building or structure on which the Participant or any servant or agent of the Participant is or has been working.
  - (c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam- driven machinery) intended to operate under steam pressure belonging to or under the control of the Participant or any servant or agent of the Participant.
  
5. Liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support or defective design formula or specification.
  
6. Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of the Participant of any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which a certificate of Motor Takaful and/or Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
  
7. Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
  - (a) any vessel or craft or aircraft not specified in the Schedule under the heading or plant owned or possessed or used by or on behalf of the Participant or the loading or unloading thereof
  - (b) lifts, cranes escalators, walkalators or power hoisting machines unless specified in the Schedule under the heading 'Plant'.
  - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring
  - (d) any goods or any containers thereof sold or supplied or repaired renovated let or hire or handled by the Participant and no longer in the Participant's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Participant)
  
8. Liability directly or indirectly occasioned by or through or in consequence of fire, explosion or flood.
  
9. Liability directly or indirectly occasioned by or through or in consequence of:
  - (a) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - (b) mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) any act of terrorism  
For this purpose an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.
  
10.
  - (a) Liability directly or indirectly caused by or contributed to by or arising from ionising 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 exclusion combustion shall include any self-sustaining process of nuclear fission.
  - (b) Liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

11. Liability directly or indirectly occasioned by or through or in consequence of seepage, pollution or water pollution, contamination, defective sanitary arrangements, chemical effluent fumes or other noxious gas liquid or substance
12. Liability in respect of any breach of professional duty or service whether of omission or commission.
13. Liability in respect of any design or specification or formula.
14. Liability in respect of 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.
15. Liability in respect of sub-contractors to the Participant or persons engaged in or upon the service of such sub-contractors.
16. Liability for any amount in respect of liquidated damages or under a penalty clause libel or slander or infringement of copyright or patent.
17. The excess sated in the Schedule.

## Conditions

1. This Certificate and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Company. No change in this Certificate shall be valid unless approved by and authorised representatives of the Company and such approval be endorsed herein.
3. In the event of any occurrence which may give rise to a claim for indemnity under this Certificate the Participant shall as soon as possible or not later than fifteen (15) days from the date of occurrence give written notice thereof to the Company in writing and in any case within six (6) weeks after the happening of such event deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
4. The Participant shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Participant the defence of any claim or to prosecute in the name of the Participant at its own expense and for its own benefit any claims for indemnity or damage or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Company may require.
5. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Participant the Limit of Indemnity in respect of any one accident or the balance of such Limit of Indemnity if any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Participant may claim to have sustained by reason of the Company having acted as herein provided.
6. If the contribution for this Certificate has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars related thereto and shall at all times allow the Company to inspect such record. The Participant shall within one (1) month from the expiry of each Period of Takaful furnish to the Company such particulars and information as the Company may require. The Contribution

- for such period shall thereupon be adjusted and the difference paid by or allowed to the Participant as the case may be.
7. If at the time of any claim arising under this Certificate there shall be any other takaful and/or insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
  8. If at any time or from to time any change shall occur materially varying any of the facts existing at the date of the proposal the Participant shall within seven (7) days give notice to the Company and shall pay such additional Contribution as the Company may require. But until the Company shall have agreed in writing to accept liability for such altered risk the Company shall not be liable in respect of any injury illness loss or damage due altogether or in part to any such alteration or change.
  9. This Takaful may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro rata rate for the time the Certificate has been in force. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Participant at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the Contribution for the unexpired term from the date of cancellation.
  10. The Participant shall exercise reasonable care that only competent employees' are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Participant shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alteration or repair shall without the consent of the Company be made after any occurrence covered by this Certificate until the Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Participant and thereupon all liability of the Company in respect thereof or arising there from shall be suspended until the same be cured or removed to the satisfaction of the Company.
  11. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
  12. The due observance and fulfillment of the terms conditions and endorsement of this Certificate in so far as they relate to anything to be done or complied with by the Participant and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
  13. The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping other participants who have suffered tragedy and upon payment of the contribution, the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate.

This scheme also applies the Wakalah concept, whereby the participant nominates Us to act on behalf of them to invest and manage General Takaful Fund ("Fund"). The participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet and/or the Takaful Certificate) to Etiqa General Takaful Berhad as a

deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates:

Commission (maximum)	:	25% of Contribution
Management expenses	:	20% of Contribution

The participant also agree to authorize Us to delegate Our rights, duties and obligations to any third party as We deem fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, We will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the fund will be determined solely by Us. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus will be retained in the Fund so as to ensure its long-term viability and the remainder of 90% of the calculated surplus will be considered as distributable surplus. The 10% of calculated surplus is subject to review on an annual basis by Us.

The Participant agrees that We will receive 50% of distributable surplus for being responsible in operating and managing the Fund based on the contract of Ju'alah while the balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their takaful certificates.

In the event of insufficient balance in the Fund to pay Takaful Benefits during the period of Takaful, We will make good the balance in the Fund under the principle of Qard (interest free-loan) from the shareholder's fund provided that the insufficiency is not due to Our negligence. If the insufficiency is due to Our negligence, We will make the outright transfer for the insufficiency under the principle of Hibah (gift). The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to Us.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The fund will be distributed to eligible recipients as approved by Shariah Committee for charitable purposes.

## Clauses

**The following clauses, endorsements and warranties are applicable to this certificate:-**

### **1. Jurisdiction Clause**

The indemnity provided herein shall not apply to:

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

Subject otherwise to the terms, exceptions and conditions of this certificate.

### **2. Contribution Warranty**

It is fundamental and absolute special condition of this contract of takaful that the contribution due must be paid and received by the Company within sixty (60) days from the inception date of this certificate/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata contribution for the period they have been on risk.

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

Subject otherwise to the term and conditions of this certificate.

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) 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 the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my OR Facsimile Number: +603 2272 1577 OR

Postal address:  
 Chief Executive Officer  
 Ombudsman for Financial Services  
 (Formerly known as Financial Mediation Bureau)  
 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 Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad 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 Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### **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 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  
 Telephone Number: 1 300 88 5465  
 Facsimile Number: +603 2174 1515  
 E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## Our Commitment to High Standard of Customer Service

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

The address is:

Etiqa General Takaful Berhad  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my)