



PRODUCT DISCLOSURE SHEET	Etiqa General Takaful Berhad (“We/Us/Our”)
Read this Product Disclosure Sheet before you decide to participate in the Workmen’s Compensation Takaful. Be sure to also read the general terms and conditions.	Workmen’s Compensation Takaful Date : <u>01/07/2020</u>

1. What is this product about?

This certificate provides indemnity to you in respect of your liability to pay compensation to employees under Common Law of the Workmen’s Compensation Act 1952 (Act 273) and its subsequent amendments, for death or injury at work.

2. What are the Shariah concept applicable?

Wakalah

This product applies the Wakalah concept, whereby the Participants and/or covered person appoint us to act on their behalf to invest and manage the General Takaful Fund (Fund). The participant and/or covered person also agree to authorise 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 and/or covered person. As an agent, we are entitled to receive a Wakalah Fee as a service charge. The Wakalah Fee is as follows:

Item	(% of contribution)
• Commission paid to the agent	25% of Contribution
• Management expenses	20% of Contribution
Total Wakalah Fee	45% of Contribution

Tabarru’

This plan also applies the Tabarru’ concept, whereby the Participants and/or covered person agree to donate or contribute their contributions to the General Takaful Fund (Fund) for the purpose of mutual aid and assistance to the Participants and/or covered person, in case of need. At the end of each financial year, any distributable surplus in the Fund, less repayment of historic deficits and allowance for a contingency provision, is shared 50% among the Participants whose certificates have not terminated and who have not made any claims within the financial year, and 50% to Us for operating and managing the Fund, based on the contract of Ju’alah. Ju’alah is a wage contract that specifies the share of the distribution of surplus on this basis. If the surplus is less than RM10.00, the surplus is to be credited into a charity fund which will be utilized as ‘amal jariah’ on behalf of the Participant.

3. What are the covers / benefits provided?

This Certificate covers all sums which you will be liable to pay compensation to employees for personal injury sustained by accidents or diseases arising out of and in the course of employment under:

- a) The Workmen’s Compensation Act (1952) and its subsequent amendments
- b) Common Law. The common Law Limit is RM3,000,000.00

Duration of cover is for one year (except for project related risk). You need to renew your takaful certificate annually.

Note : Please refer to the takaful certificate for further details of the above benefits.

4. How much Contribution do I have to pay?

The contribution that you have to pay may vary depending on our underwriting requirements, risk exposure and estimated wages.

All contribution (if applicable) will be subjected to relevant charges or taxes, as deemed necessary by the Malaysian tax authorities. It is important to keep any receipt that you receive as proof of payment of contribution.

5. What are fees and charges that I have to pay?

Type	Amount
Sales and Services Tax	6% of the contribution
Stamp Duty	10.00

6. What are some of the key terms and conditions that I should be aware of?

Important of disclosure

Non-Consumer Takaful Contract

- Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Service Act 2013, if you are applying for this takaful for a purpose related to your trade, business or profession, you have a duty to disclose any matter that you know to be relevant to our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it 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.
- The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with us.
- You also have to a duty to tell us immediately if at any time after your contract of takaful has been entered into, varies or renewed with us any of the information given on the Application Form (or when you applied for this takaful) is inaccurate or has changed.
- In addition to answering the questions in the Application Form (or when you apply for this takaful), you are 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.
- You also have to a duty to tell us immediately if at any time after your contract of takaful has been entered into, varies or renewed with us any of the information given on the Application Form (or when you applied for this takaful) is inaccurate or has changed.

- **Contribution Warranty**

Contribution must be paid within 60 days from the inception date of the cover. Otherwise, the cover is automatically cancelled and you will still be responsible to pay the proportion of contribution for the 60 days.

- **Sum Covered**

You must ensure that the total amount of wages and benefits of your workmen are covered at the appropriate amount.

- **Claims**

Upon the happening of an incident which may give rise to a claim, you shall notify us as soon as possible.

Note:

This list is non-exhaustive. Please refer to takaful certificate for the full list of terms and conditions under this certificate.

7. What are the major exclusions under this Certificate?

This Certificate does not cover:

- Your liability to employee of contracts.
- Any employee who is not a 'workman' within the meaning of the Workmen Compensation Laws of Malaysia.
- Any amount recoverable from any party but for an agreement between you and that party.
- War, invasion, act of foreign enemy, hostilities, civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
- Ionising, radiation or contamination by radioactivity.
- Any event caused by nuclear weapons material.
- Terrorism

Note: This list is non-exhaustive. Please refer to the Certificate for the full list of exclusions under this Certificate.

8. Can I cancel my Certificate?

You may cancel the certificate at any time by giving written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution of the contribution provided you have not made a claim during the period of takaful.

9. What do I need to do if there are changes to my contact details?

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

10. Where can I get further information?

Should you require additional information about Workmen's Compensation scheme, please refer to the insuranceinfo booklet available at all our branches or visit www.insuranceinfo.com.my

If you have any enquiries, please contact us at:

Etiqa General Takaful Berhad (201701025031)

(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

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11. Other types of similar cover available?

Please refer to our branches and agents for the similar type of cover available.

IMPORTANT NOTE:

YOU MUST ENSURE THAT YOU ARE COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

The information provided in this disclosure sheet is valid as at **01/07/2020**