

## TAKAFUL FLEXI PA

### 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 (wage), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claim 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 utilized as Amal Jariah on behalf of the Participants.

Your application to join this Takaful scheme as a Participant has been accepted based on the application You 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 hospital confinement allowance 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, this Certificate and 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.

### TAKAFUL FLEXI PA CERTIFICATE

This Certificate is issued in consideration of the payment of contribution as specified in the Schedule and pursuant to the answers provided 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 provided 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 provided 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 (the Participant) and Us (Etiqa General Takaful Berhad).

### ELIGIBILITY

To be eligible under this Certificate, You must be a Malaysian Citizen or a Permanent Resident of Malaysia of at least eighteen (18) years of age and not more than sixty-five (65) years of age on the Effective Date of Takaful.

### 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. 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.

### PERIOD OF COVER

This Certificate shall be effective for a period of one (1) year from the Effective Date of Takaful and can be renewed annually. On each renewal, this Certificate is renewable at the contribution rate in effect at that time and You shall be notified in writing of any change in the renewal contribution at least thirty (30) days before any change is effected. This Certificate is renewable up to Your age of seventy (70) years old.

### DEFINITIONS

**Accident and Accidental** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

**Benefit** means the respective Benefit, as stated in the Certificate, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Certificate.

**Bodily Injury** means bodily injury suffered by You during the Period of Insurance resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

**Effective Date of Takaful** means the effective date as stated in the Schedule.

**Endorsement** means written evidence of an agreed change to this Certificate.

**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.

**Hospital Confinement** means admission to a Hospital as an in-patient due to an Accident on the recommendation of a Medical Practitioner. A patient shall not be considered as an in-patient if he/she does not physically stay in the Hospital for the whole period of confinement.

**Hospital** means an establishment duly constituted and registered as a Hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:

- a) has facilities for diagnosis and major surgery;
- b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
- c) is under the supervision of a Medical Practitioner; and
- d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**Ju'alah** is a wage 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.

**Medical Practitioner** means a registered medical practitioner, doctor, physician or surgeon qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice. The attending medical practitioner cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

**Permanent Total Loss of Hand** means:

- a) amputation of an entire hand;
- b) amputation of all four fingers from where the fingers join the palm of the hand; or
- c) permanent total loss of use of an entire hand or all four fingers.

**Permanent Total Loss of Leg** means:

- a) amputation of a foot (at or above the ankle); or
- b) permanent total loss of use of a foot.

**Permanent Total Loss of Limb** means:

- a) amputation of a hand (at or above the wrist);
- b) amputation of a foot (at or above the ankle); or
- c) permanent total loss of use of hand, arm or leg.

**Permanent Total Loss of Sight** means physical loss of an eye or permanent and total loss of sight, which shall be considered as having occurred in both eyes if so certified by a registered fully qualified ophthalmic specialist. However, We reserve the right to seek a second opinion.

**Period of Takaful** means the period starting from the Effective Date of Takaful during which the coverage under this Certificate is effective.

**Pre-existing Conditions** means any injury, illness, symptom and/or condition which existed before the Effective Date of Takaful. You may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- a) You had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

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

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

**Us / We / Our** means Etiqa General Takaful Berhad.

**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, it 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.

**You / Your / Participant** means the Participant named in the Schedule.

## COVERAGES AND BENEFIT AMOUNTS

COVERAGES	BENEFIT AMOUNT
<b>Section 1 – Accidental Death</b>	<b>RM50,000</b>
<p>If You sustained Bodily Injury during the Period of Takaful which results in Accidental Death within fifty-two (52) weeks from the date of Accident, We shall:</p> <ul style="list-style-type: none"> <li>a) upon authorisation from Your nominee or estate, fully settle Your outstanding hire purchase loan for any private car registered under Your name, and pay the remaining Benefit Amount, if any, to Your nominee or estate; or</li> <li>b) if there is no authorisation to settle any outstanding hire purchase loan, pay the full Benefit Amount to Your nominee or estate.</li> </ul>	

COVERAGES	BENEFIT AMOUNT
<b>Section 2 – Permanent Total Disability</b>	<b>RM50,000</b>
<p>If You sustained Bodily Injury during the Period of Takaful which results in:</p> <ol style="list-style-type: none"> <li>Permanent Total Paralysis;</li> <li>Permanently being bedridden;</li> <li>Permanent Total Loss of Sight of both eyes; or</li> <li>Permanent Total Loss or Permanent Total Loss of Use of both hands or both legs or both limbs or combination of these;</li> </ol> <p>within fifty-two (52) weeks from the date of Accident, We shall pay the Benefit Amount.</p> <p><b>Conditions applicable to Section 2</b></p> <ol style="list-style-type: none"> <li>If You claim for more than one form of Permanent Total Disability sustained in any one Accident, then the total amount payable shall not exceed the Benefit Amount payable for Permanent Total Paralysis.</li> <li>Permanent Total Disability Benefit shall not be payable in the event Accidental Death Benefit Amount in connection with the same Accident becomes payable.</li> <li>This Certificate shall cease to apply once the Benefit Amount under Section 1 or Section 2 is paid.</li> </ol>	
<b>Section 3 – Hospital Confinement Allowance</b>	<b>RM50 per night, up to RM5,000</b>
<p>If You sustained Bodily Injury during the Period of Takaful which requires You to be hospitalised, We will pay You RM50 per night of Hospital Confinement up to RM5,000 (100 nights) in any one annual Period of Takaful.</p>	

### EXTENSIONS

#### 1. Sedentary Work/Off-Duty Cover

If You are employed or engaged under any of the following occupations:

- military, civil defence, law enforcement, fire-fighter or security guard/officer;
- air crew, ship crew, oil-rig crew, diver or fisherman;
- mining, logging, sawmilling, woodworking or underground works;
- demolition, blasting or quarry;
- activities or work involving scaffolding, gondolas, ropes or cables; or
- dealing with explosives, poisonous or hazardous gases, liquids or substances;

by virtue of the extension granted under this Certificate, cover is deemed granted provided:

- You are employed to do sedentary/desk-bound duties only; or
- You are off-duty and/or safely return to mainland at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

#### 2. Disappearance

If You disappear and Your body has not been found within one (1) year after Your disappearance, We shall pay the death Benefit after We have examined all available evidence and We are satisfied that the disappearance can be presumed to be due to Your death as the result of an Accident.

Subsequently, if You are found to be alive, any amount that We have paid must be refunded to Us.

### GENERAL EXCLUSIONS

We shall not pay for any Benefit under this Certificate caused by or contributed to/ by or related to any of the following:

- Wilful, criminal, illegal or intentional acts, or neglect;
- Self-inflicted injury;
- Under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Medical Practitioner but excluding drugs used in the treatment of alcohol or drug addiction);
- Pregnancy, childbirth, miscarriage or abortion;
- Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complications (ARC);
- War or any act of war, declared or undeclared;
- Ionisation, radiation or contamination, by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear weapons materials;
- No claims shall be considered or become payable for motor vehicle accident if You do not possess a valid driving license. A valid driving license shall constitute a license which is in force and shall include holders of LDL, PDL & CDL licence as opposes to having suspended or revoked licence.

### GENERAL CONDITIONS

#### 1. Amendments and Changes

##### a) By Us

We reserve the right to amend the terms, exclusions and conditions of this Certificate by giving You thirty (30) days prior notice in writing by ordinary post to Your last known address in Our records.

##### b) By You

You shall give thirty (30) days written notice to Us of any change of address, occupation or physical defect or weakness due to disease during the Period of Takaful.

## 2. Arbitration

All differences arising out of this Certificate shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. The costs of the reference and of the award shall be at the discretion of the arbitrator, arbitrators or umpire making the award.

It shall be a condition precedent to any right of action or suit upon this Certificate that the award by such arbitrator, arbitrators or umpire of the amount of Benefit if disputed, shall be first obtained.

## 3. Claims Notification, Procedure and Settlement

- a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
- b) You may be required, at Our expense to undergo further medical examination.
- c) We will only pay the Benefits if medical report, medical certificates, police report, original invoices/quotations and receipts (for all reimbursement benefit) and other evidence which We may require are provided on request at Your expenses.
- d) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.
- e) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
  - i. Your identity; or
  - ii. The circumstance of the loss.
- f) In the event of death, We shall be entitled to have a post-mortem report at Your expenses.
- g) We will pay the Benefits due under this Certificate to You or in the event of Your death, to Your estate in accordance with the Islamic Financial Services Act 2013.

## 4. Currency

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

## 5. Misrepresentation/Fraud

This Certificate shall be void if Your application or declaration is untrue or if this Certificate or any renewal is obtained through misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated.

## 6. 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.

## 7. Payment of Benefit

Any Benefit payable under this Certificate shall be paid to You or Your nominee, if any, as stated in the Schedule or otherwise to Your estate. Any receipt by You or Your nominee or estate of any Benefit payable under this Certificate shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

## 8. Portfolio Withdrawal

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Takaful product. Cancellation of the portfolio as a whole shall be given by written notice to You at least thirty (30) days before the cancellation and We will run off all Certificates to expiry of their periods of cover within the portfolio.

## 9. 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.

## 10. 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 upon Your death or upon payment of any Benefit under Coverage and Benefit Amounts - Sections 1 or 2.

### c) Termination by Us

We may give notice of termination hereof by registered post to You at Your last known address. 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.

## 11. Errors and Omissions

We will rectify any error or omission in this Certificate by issuing an Endorsement which will be sent to You.

Any such rectification will not affect Your rights and obligations as originally agreed to between Us. Once such an Endorsement has been issued, only the incorrect provisions in this Certificate will no longer be valid.

## 12. 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.

## 13. Nomination

Where the Participant is the Person Covered, the Participant may nominate an individual to receive Takaful Benefits payable upon death of the Person Covered, 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.

The Participant 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 the Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant 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 death of the Participant to the Nominee. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, 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 Participants, 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 the estate of the deceased Participant.

For Non-Muslim Participants, the Executor has to distribute the Takaful Benefits according to the will of the deceased Participant, and any other applicable laws relating to the distribution of the estate of the deceased Participant. If at the time of claim, an Executor has predeceased the Participant, 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 the Participant's lifetime;
- b) By a notice in writing from the Participant to Us; or
- c) By any subsequent nomination by the Participant to Us.

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

#### **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 Comprehensive Iran Sanctions, Accountability and Divestment Act (CISAD) or United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

#### **15. 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.

## 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](mailto:info@etiqa.com.my)  
Homepage: [www.etiqa.com.my](http://www.etiqa.com.my)
3. In the event of claims under the Certificate, please call Our Claims Assistant 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](mailto: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:

Email: [enquiry@ofs.org.my](mailto: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](mailto:bnmtelelink@bnm.gov.my)