

PRODUCT DISCLOSURE SHEET	Etiqua General Takaful Berhad (“We/Us/Our”)
Read this Product Disclosure sheet before you decide to participate in the <b>Employer’s Liability Takaful</b> . Be sure to also read the general terms and conditions.	<b>Employer’s Liability Takaful</b> <b>Date : TBA</b>

**1. What is this product about?**

Employer's Liability Takaful provides indemnity to the Participants against his liability at law and claimants' cost for bodily injuries by accident or disease to Participants' Employees arising out of and in the course of their employment.

**2. What are the Shariah concepts applicable?**

**Wakalah**

This product applies the Wakalah (agency) concept, whereby the Participants appoint Us to act on their behalf to invest and manage the General Takaful Fund (Fund). The Participants 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 Participants. As an agent, We are entitled to receive a Wakalah Fee as a service charge whereby We shall have the full discretion to waive part of the Wakalah fee.

**Tabarru'**

This plan also applies the Tabarru' (donation) concept, whereby the Participants agree to donate or contribute their contributions to the General Takaful Fund (Fund) for the purpose of mutual aid and assistance to the Participants based on the pre-agreed events, in case of need. At the end of each financial year, any distributable surplus in the Fund, less repayment of historic deficits and makes allowance for a contingency provision, and is subject to the surplus policy approved by Our Shariah Committee, 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, it will be credited into charitable fund which will be utilized as 'amal jariah' on behalf of the Participants. The charitable fund will be distributed to eligible recipients as approved by Our Shariah Committee for charitable purposes.

**3. What are the covers/benefits provided?**

The certificate indemnifies the Participants against liability at law to pay compensation and claimant's costs and expenses in respect of the bodily injury by accident or disease to the Participants' Employees for which he is liable and will in addition to pay all costs and expenses with Our written consent.

Duration of cover is for one year. You need to renew your certificate annually.

**4. How much contribution do I have to pay?**

The total annual contribution that you have to pay may vary depending on the risk exposure, underwriting requirements and limit of liability. Please refer to the quotation slip for the estimated total contribution that you have to pay.

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

The fees and charges that you will have to pay are:

Type	Amount
Wakalah Fee	<ul style="list-style-type: none"> <li>• Commission : Up to 25% of Contribution</li> <li>• Management Expenses : Total Wakalah Fee less Commission paid to the Intermediary</li> <li>• Total Wakalah Fee : 45% of Contribution</li> </ul>
Service Tax	6% of Contribution
Stamp Duty	RM 10.00

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

**Importance of disclosure**

**Non-Consumer Takaful Contract**

- a) Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services 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.
- b) The above duty of disclosure shall continue until the time your contract of takaful is entered into, varied or renewed with Us.
- c) You also have a duty to tell Us immediately if at any time after your contract of takaful has been entered into, varied or renewed with Us any of the information given in the Application Form (or when you applied for this takaful) is inaccurate or has changed.
- d) Excess, being the amount you have to bear before We indemnify you.
- e) This certificate is subject to 60 days Contribution Warranty i.e contribution due must be paid and received by Takaful Operator within sixty (60) days from inception. Failing which, certificate is automatically cancelled and 60 days pro rate contribution shall be entitled to Takaful Operator.

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

**7. What are the major exclusions under this certificate?**

- Liability assumed by agreement
- War and Terrorism
- Injury or disease sustained outside the Geographical Area

Note: This list is non-exhaustive. Please refer to the takaful certificate for the full list of exclusions.

**8. Can I cancel my certificate?**

You may cancel your Certificate by giving written notice to Us. Upon cancellation, you are entitled to a refund of the contribution based on the unexpired period of Takaful subject to the terms and conditions of the Certificate and minimum contribution to be retained by Us.

**9. What do I need to do if there are changes to my contacts 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 Employer's Liability Takaful, please refer to the *insuranceinfo* booklet available at all Our branches or visit [www.insuranceinfo.com.my](http://www.insuranceinfo.com.my)

If you have any enquiries, please contact Us at:

**Etiqua 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 ask the Takaful Operator/intermediary for other similar types of plans offered by the Takaful Operator.

**IMPORTANT NOTE:**

**YOU MUST ENSURE THAT YOUR LIABILITY IS COVERED AT THE APPROPRIATE AMOUNT AND THE LIMIT OF LIABILITY. YOU SHOULD READ AND UNDERSTAND THE COVERING CERTIFICATE AND DISCUSS WITH THE INTERMEDIARY OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.**

The information provided in this disclosure sheet is valid as at **TBA**.