

**CERTIFICATE FOR**  
Group Personal Accident TAKAFUL

**WHEREAS** the Participant named in the Schedule has applied to **SYARIKAT TAKAFUL MALAYSIA BERHAD** (hereinafter called "the Company") for the Takaful hereinafter contained and has paid or agreed to pay the contribution stated in the said Schedule.

**NOW THIS CERTIFICATE WITNESSETH** that if during the Period of Takaful any of the Persons Covered shall sustain bodily injury as defined in the Schedule which injury shall solely and independently of any other cause result in death or disablement as hereinafter defined to such Person Covered, the Company will subject to the terms, exceptions, provisions and conditions of and endorsed on this Certificate pay to the Participant the sum or sums of money specified in the Table of Benefits allocated to the said Person Covered in the Schedule and the receipt of the Participant shall in all respects be an effective discharge to the Company.

## EXCEPTIONS

This Certificate does not cover:

1. Death or Disablement or any other loss caused directly or indirectly by:-
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising;
  - (b) insanity, suicide (whether sane or insane) or any attempt thereat, intentional self inflicted injury or any attempt thereat;
  - (c) venereal disease, infection or parasites;
  - (d) intoxication by alcohol or drugs;
  - (e) Sickness or disease of any kind, childbirth, miscarriage, pregnancy or any complications thereof;
  - (f) provoked murder or assault.
2. Death or Disablement or any other loss sustained by the Person Covered:
  - (a) while travelling in an aircraft as a member of the crew, except only as a fare-paying in an aircraft licensed for passenger service. For the purpose of this exclusion the Person Covered will not be covered if involved in any technical operation or navigation whilst in the aircraft;
  - (b) while committing or attempting to commit any unlawful and/or non Shariah Compliant act.
3. The Person Covered engaging in professional sports, hunting, mountaineering, ice-hockey. Polo-playing, steeple chasing winter sports, yachting, water-ski jumping, under-water activities involving the use of breathing apparatus, or using working machinery driven by mechanical power.
4. Death or Disablement directly or indirectly caused by or contributed to by or arising from:-
  - (a) ionising radiation or contamination by radioactivity from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (b) nuclear weapons material.

## PROVISIONS

1. Unless otherwise agreed and endorsed hereon Compensation payable in respect of Death or Disablement occurring whilst the number of Persons Covered are to the Participant's knowledge travelling in the same conveyance occurring shall be limited to a maximum of Ringgit Malaysia One Million (RM1,000,000.00). In the event the aggregate claims exceed the said amount, the Company shall settle the claims of the respective Persons Covered on a proportionate basis.

2. Compensation shall be payable only when the claim shall have been proved to the satisfaction of the Company.
3. Compensation under Benefit C1 (Total Disablement) is payable only if such bodily injury shall within twenty (20) days from the date of the accident, wholly and continuously disable and totally prevent the Person Covered from and rendering him completely incapable of attending to any part of his ordinary profession, business or occupation.
4. Compensation under Benefit C2 (Partial Disablement) is payable only if such bodily injury shall within twenty (20) days from the date of the accident, wholly and continuously disable the Person Covered from and rendering him incapable of attending to some portion of his profession business or occupation.
5. Compensation under Benefits C1 (Total Disablement) and C2 (Partial Disablement ) either separately or together shall not be payable in respect of any one Person Covered for a longer period than one hundred and four (104) weeks in respect of anyone injury calculated from the date Person Covered was first examined by a Qualified Medical Practitioner.
6. Compensation under Benefit D (Medical and Surgical Treatment) shall be payable only if such medical or surgical treatment is furnished to the Person Covered by a Qualified Medical Practitioner within two (2) years after the date of accident, provided that the first expense is incurred within twenty six (26) weeks after the date of accident.

## COVERAGE

BODILY INJURY caused by violent accidental external and visible means which injury shall solely and independently of any other cause resulted in the following losses, benefit of which are payable as specified in the Schedule:

- A. DEATH occurring within twelve (12) calendar months of bodily injury as aforesaid.
- B. PERMANENT DISABLEMENT occurring within twelve (12) calendar months of injury as aforesaid. The percentages are stated under the Table of Benefits.
- C1. TOTAL DISABLEMENT temporarily from engaging in or giving attention to profession or occupation.
- C2. PARTIAL DISABLEMENT temporarily from engaging in or giving attention to profession or occupation.
- D. MEDICAL AND SURGICAL TREATMENT for such injury in respect of any one accident.

## TABLE OF BENEFITS

PERCENTAGES OF THE SUM COVERED	
<b>A. ACCIDENTAL DEATH</b>	100%
<b>B. PERMANENT DISABLEMENT</b>	
Loss two limbs	100%
Loss of both hands, or of all fingers and both thumbs	100%
Total loss of sight of both eyes	100%
Total Paralysis	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	100%
Loss of arm at elbow	100%
Loss of arm between elbow and wrist	100%
Loss of hand at wrist	100%
Loss of leg	
- at hip	100%
- between knee and hip	100%
- below knee	100%
Eye: Loss of	
- whole eye	100%
- sight of	100%
- sight of, exception of light	50%
- lens of	50%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers	50%
Loss of thumb	
- Both phalanges	25%
- one phalanx	10%
Loss of index finger	
- three phalanges	10%
- two phalanges	8%
- one phalanx	2%
Loss of middle finger	
- three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger	
- three phalanges	5%
- two phalanges	3%
- one phalanx	2%
Loss of little finger	
- three phalanges	4%
- two phalanges	3%
- one phalanx	2%

Loss of metacarpal - first or second (additional) - third, fourth or fifth (additional)	3% 2%
Loss of toes - all - great, both phalanges - great, one phalanx - other than great if more than one toe lost, each - if more than one toe lost, each	15% 5% 2% 1% 1%
Loss of hearing - both ears - one ear Loss of speech	75% 15% 50%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is consistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member.

The aggregate of all percentages payable in respect of any one accident shall not exceed hundred percent (100%). In the event of a total loss of hundred percent (100%) having been paid, all coverage hereunder shall immediately cease to be in force in respect of that Person Covered. All other losses, smaller than hundred percent (100%), if having been paid shall reduce the respective Person's Covered coverage under Benefits A and B by that amount from the dates of accident until the expiration of the Certificate.

## CONDITIONS

This Certificate and 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.

### 1. OBSERVANCE

The due observance and fulfillment of the Terms of this Certificate and Endorsement 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 Proposal shall be conditions precedent to any liability of the Company to make any payment under this Certificate.

### 2. NOTICE

Every notice or communication to be given or made under this Certificate shall be in writing and shall be sent by registered post to or by hand at the Head Office or any Branch Office of the Company.

### 3. MISREPRESENTATION / FRAUD

If the proposal or declaration of the Participant is untrue in any respect or in any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this Certificate or any renewal thereof shall have been obtained throughout any misstatement misrepresentation or suppression of if any claim made shall

be fraudulent or exaggerated or if any false declaration shall be made in support thereof then in any these cases of this Certificate shall be void

**4. INFORMATION AND EVIDENCE OF INJURY**

All Certificate, information and evidence required by the Company shall be furnished at the expense of the Participant and shall be in such form and of such nature as the Company may prescribe. The Participant shall as often as required arrange for the Person Covered to submit to medical examination on behalf of the Company at his own expense in respect of any alleged bodily injury. In case of death of the Person Covered there must be delivered to the Company a certificate of death issued by the relevant authorities and/or other reports from a qualified medical practitioner stating as fully as possible the nature, extent and duration of the injury, cause of death and all such other information and evidence as the Company may require or consider necessary to satisfy itself of the identity of the Person Covered and the title of the claimant.

**5. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION**

The Participant shall give immediate notice to the Company of any change in the Participant's address or business or occupation or of the trade or occupation of any Person Covered and shall also give notice before any renewal of this Certificate, of any injury, disease, physical defect or infirmity affecting the Person Covered and of which the Participant has become cognizant.

**6. REASONABLE PRECAUTION TO PREVENT ACCIDENT**

During the course of the employment the Persons Covered by the Participant, the Participant shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment

**7. BODILY INJURY**

In the case of bodily injury to which this Certificate relates:

- (a) the Person Covered shall procure and act upon medical or surgical advice as soon as practicable.
- (b) written notice shall be given to the Company as soon as possible but in any event within twenty one (21) days of the accident causing such injury.

**8. BENEFITS EXPRESSED AS A PROPORTION OF ANNUAL SALARIES OR WAGES**

In the event of the Benefits being expressed as a proportion of annual salaries or wages:

- (a) It is agreed that the number of Employees (designated as the Persons Covered in the Schedule) and the Description of Trades or Occupations in the Schedule include the trades or occupations of all employees engaged by the Participant (except as otherwise stipulated by or agreed to by the Company) and the number of such Employees engaged in each specified trade or occupation as at the date of inception of this Certificate and the Participant shall give written notice to the Company of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.
- (b) The first takaful contribution and all renewal takaful contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to the

employees during the period of takaful. The name of every such employee together with the amount of wages salaries and other earnings shall be duly recorded in a proper wages book. The Participant shall at all times allow the Company to inspect such book and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of takaful within one (1) month from expiry of such period of takaful.

#### **9. RENEWAL AND CANCELLATION OF CERTIFICATE**

The Company shall not be bound to accept any renewal of this Certificate or to send any notification of the renewal takaful contribution becoming due. The Certificate shall not be renewable in respect of any Person Covered after the end of the period of takaful during which such Person Covered attains the age of sixty five (65) years. The takaful effected by this Certificate either in its entirety or on respect of any particular Person Covered may be cancelled by the Company at any time by seven (7) days notice by registered letter sent to the Participant at the Participant's last known address provided that such cancellation shall be without prejudice to the rights of the Participant in respect of prior injury to any Person Covered. By like notice to the Company the Participant may at any time cancel this Certificate.

Where benefits are expressed as a proportion of annual salaries or wages and in the event of such cancellation of this Certificate either in its entirety or in respect of any particular Person Covered; the relative takaful contribution for the period from the commencement of the then current period of takaful to the date of such cancellation shall be regulated as provided in Condition 8 (b) above.

Where benefits are expressed as amounts of currency and in the event of such cancellation by the Company of this Certificate either in its entirety or in respect of any particular Person Covered, the Company shall return to the Participant the then last takaful contribution paid by the Participant either for the Certificate in its entirety or for the particular Person Covered concerned less a pro rate part thereof for the period of the year of which the Certificate has been in force either in its entirety or in respect of the Person covered whichever the case may be. The Takaful may also be terminated by the Participant in writing to the Company in which case the Company shall apply the same procedure in respect of the Takaful Contribution as aforesaid.

#### **10. NOTICES OF CLAIM**

- (a) Notice of injury on which the claim may be based and which is covered by the Certificate, must be given in writing to the Company within thirty (30) days after occurrence. The Company upon receipt of such notice shall furnish the Participant with a claim form for the filing of proof of claim.
- (b) In case of Death reasonable notice shall be given to the Company before burial or Cremation and the company may require to be represented at a post-mortem or examination on the body of the Person Covered. The Company shall have the right and opportunity to make an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the Company of any inquest appointed.

#### **11. ARBITRATION**

All differences arising out of this Certificate shall 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 (2) arbitrators, one (1) to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties, or in case the

arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company. The cost of and connected with the arbitration shall be in the discretion of the arbitrators or Umpire. The seat of arbitration shall be Kuala Lumpur and the laws of Malaysia shall apply to the arbitration.

**12. TIME LIMIT FOR COMPANY'S LIABILITY**

If the Company shall disclaim liability to the Participant for any claim hereunder, in no case shall the Company be liable in respect of such claim after the expiration of twelve (12) calendar months from the date of such disclaimer unless the claim is the subject of pending court action or arbitration.



## CLAUSES AND WARRANTIES

### 1. TAKAFUL 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 Certificate is automatically cancelled from the inception date without further reference to the Participant/Certificate Owner wherein the Company shall disclaim all liabilities in any form whatsoever effective from the date thereof.

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 purposes of this warranty and the onus of proving that the contribution payable was received by a person, including a Takaful agent, who was not authorised to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

### 2. PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Certificate shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Certificate:-

- A. Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of covered physical damage to the substance of property, shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### 3. DATE RECOGNITION CLAUSE

It is noted and agreed this Certificate is hereby amended as follows:-

- A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Participant or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/ or software as listed above to:
  1. correctly recognize any date as its true calendar date;

2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date, a or;
  3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Participant or for the Participant or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.
- D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C or D above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

Subject otherwise to the terms and conditions of the Certificate.

#### **4. SANCTIONS EXCLUSION CLAUSE**

The Company shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

#### **5. COMPLIANCE TO PROPERTY IN ACCORDANCE TO SHARIAH CLAUSE**

It is hereby declared and agreed that this Certificate does not cover and is not intended to cover Property, Material, Stock, Cash or any other financial instruments, and / or liability whatsoever arising from such, of any nature, whether be it temporary or permanent, which is construed to be Property which is not considered as Property under Shariah. Interpretation of such property will be the prerogative of the Shariah Advisory Body of the Company. The Company will hereby refund any contribution received in respect of such property, if it was received in error, accidentally or unknowingly.

## ADDITIONAL CONDITIONS

### 1. CASH BACK

Takaful Contribution, after deducting Wakalah fee as provided in the Proposal and Declaration will be credited to the Company's General Takaful Fund (hereinafter referred to as "GTF"). The Company will invest and manage the GTF in accordance with the Shariah.

Any surplus arising from the GTF, if any, will be determined and distributed at the Company's sole and absolute discretion where the annual amount of surplus distribution between the Participant and the Company is in accordance with the following proportion:

- (a) 50% of the distributed surplus will be paid to the Participant; and
- (b) 50% of the distributed surplus will be paid to the Company.

Provided that no claims have been made and no benefits have been received by the Participant during the current Period of Takaful.

The surplus arising from the GTF is not guaranteed and will be based on the actual experience of the Company and will first be applied to settle any Qardh owing to the Company.

The word Wakalah as mentioned above refers to a Shariah contract where the Participant appoints the Company to carry out transactions on the Participant's behalf to invest and manage the contribution in the GTF. As a return, the Participant allows the Company to deduct a certain amount as Wakalah Fee for the services rendered.

### 2. TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to the Participant which is less than the amount as stated in the schedule below\*, the Company will donate such amount of money to charity as approved by the Company's Shariah Advisory Body. However, should the Participant decides otherwise, then the Participant shall submit a formal request to the Company.

\*

- RM25 for Cash Back payment to Individual (Retail) customer; or
- RM50 for Cash Back payment to Corporate customer; or
- RM25 for amount due and payable including but not limited to the amount arising from claim and cancellation

## LODGING OF COMPLAINTS

### 1. COMPLAINTS HANDLING

The Participant may refer the complaint pertaining to any Takaful related matters to the Company's Customer Service Unit (CSU) for an amicable resolution before referring to the Financial Mediation Bureau or BNMTLELINK, Bank Negara Malaysia. The contact details are as follows:

#### **Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Berhad,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
P.O. Box 11483,  
50746 Kuala Lumpur.

Tel: 1-300 8 TAKAFUL (825 2385)

Fax: 603 - 2274 0237

E-mail : [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)

Website: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

### 2. FINANCIAL MEDIATION BUREAU OR BANK NEGARA MALAYSIA

If the Participant is not satisfied with the response or the decision of the Company's complaint handling unit, the Participant may submit the complaint either to the Financial Mediation Bureau (FMB) or to BNMTLELINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from the Company's decision.

#### **Financial Mediation Bureau**

Level 25, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.

Tel : 03 - 2272 2811

Fax : 03 - 2274 5752

Website : [www.fmb.org.my](http://www.fmb.org.my)

#### **BNM Laman Informasi Nasihat dan Khidmat (LINK)**

Ground Floor, Blok D, Bank Negara Malaysia  
Jalan Dato' Onn,  
50480 Kuala Lumpur.

Tel : 1-300-88-5465 (LINK)

Fax : 03-2174 1515

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