

# Group Personal Accident Takaful Certificate

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## **Consumer Takaful Contract**

This Certificate is issued in consideration of the contribution made as specified in the **Certificate Schedule** and pursuant to the answers given in **Your** Proposal Form (or when **You** applied for this Takaful) and any other disclosures made by **You** between the time of submission of **Your** Proposal Form (or when **You** applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given 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 given by **You**, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

## **Non-Consumer Takaful Contract**

This Certificate is issued in consideration of the contribution made as specified in the Schedule and pursuant to the answers provided in **Your** Proposal Form (or when **You** applied for this Takaful) and any other disclosures made by **You** between the time of submission of **Your** Proposal 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**. Any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures made by **You**, may result in voidance of **Your** contract of Takaful, refusal or reduction of **Your** claims(s), change of the terms or termination of **Your** contract of Takaful.

This Certificate reflects the terms and conditions of the contract of Takaful as agreed between **You** and **Us**.

**NOW THIS CERTIFICATE OF TAKAFUL WITNESSETH** that if during the **Period of Takaful** the **Covered Person** shall sustain Bodily Injury as defined hereinafter which the injury shall solely and independently of any other cause result in the **Covered Person's** death or disablement as hereinafter defined or necessitate medical and surgical treatment as hereinafter defined, **We** will, subject to the terms, provisions, exclusions and conditions of and endorsed on this Certificate pay to the **Participant** the sum or sums of money specified in the **Certificate Schedule**.

In the event of insufficient balance in General Risk Investment Account (GRIA) to pay for **Your** Takaful benefits during the Period of Takaful, we will make good the balance in the GRIA under the principle of Qardh (loan) provided that the insufficiency is not due to our negligence. If the insufficiency is due to our negligence, **We** will make an outright transfer for the insufficiency. **You** further agree that your future surplus arising from the GRIA during **Your** Takaful period can be used to pay for outstanding Qardh in GRIA (if any) to **Us**.

## **DEFINITIONS**

Certain words have been defined below. These have the same meaning wherever they are used in the Certificate. They are **bold** and begin with a capital letter (e.g. **Covered Person, You, Your**)

### **Accident or Accidental**

shall mean a sudden, unforeseen and fortuitous event that happens unexpectedly and results in the **Covered Person** suffering death, disablement or **Bodily Injury**.

### **Bodily Injury**

shall mean injury suffered by the **Covered Person** caused solely and directly by **Accidental** means and shall exclude injury caused by sickness, disease or medical disorder.

**Effective Date**

shall mean the date from which the Takaful coverage under this Certificate in respect of any **Covered Person** becomes effective as specified in the **Certificate Schedule**.

**Hospital**

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

- (a) has facilities for diagnosis and major surgery
- (b) provides 24-hours a day nursing services by registered and graduate nurses
- (c) is under the supervision of a **Physician**; 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 establishments.

**Covered Person**

shall mean each of the persons described in the **Certificate Schedule** as an **Covered Person**.

**Participant/You/Your**

shall mean the **Participant** as named in the **Certificate Schedule**

**Loss of Hearing**

shall mean permanent irrecoverable loss of hearing.

**Loss of Limb**

shall mean loss by physical separation at or above the wrist or ankle joint.

**Loss of Sight**

shall mean the entire and permanent irrecoverable loss of sight.

**Loss of Speech**

shall mean total permanent inability to communicate verbally.

**Loss of Use**

shall mean permanent total functional disablement and is treated like total loss of said limb or organ and not in terms of professional or occupational incapacity or disability of the **Covered Person**.

**Period of Takaful**

shall mean the duration of the Certificate as stated in the **Certificate Schedule**.

**Permanent Total Disablement**

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within three hundred sixty-five (365) consecutive days will in all probability entirely prevent the **Covered Person** from engaging in employment of any and every kind for the remainder of his/her life and from which there is no hope of improvement.

**Physician**

shall mean a medical practitioner qualified and licensed :

- i) to practice western medicine and who, in rendering such treatment, is practicing within scope of his licensing and training in Malaysia, and
- ii) duly registered with the Malaysian Medical Council to practice medicine,
- iii) excluding a doctor, Physician or surgeon who is the claimant himself/herself.

**Pre-Existing Medical Condition**

shall mean disabilities that the **Covered Person** has reasonable knowledge of prior to the inception date of the **Period of Takaful**. A **Covered Person** may be considered to have reasonable knowledge of a pre-existing condition if:-

- (a) the **Covered Person** had received or is receiving treatment;
- (b) medical advise, diagnosis, care or treatment has been given or recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person.

**RM**

shall mean in Ringgit Malaysia; the currency of Malaysia.

**Certificate Schedule**

the **Certificate Schedule** containing **Your** details, Sum Covered, and **Period of Takaful**. The **Certificate Schedule** forms part of the Certificate.

**Temporary Partial Disablement**

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within 20 days from the date of **Accident**, and entirely prevents the **Covered Person** from attending a substantial portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.

**Temporary Total Disablement**

shall mean disablement that result solely, directly and independently of all other causes from **Bodily Injury** and which occurs within 20 days from the date of **Accident**, and entirely prevents the **Covered Person** from attending any portion of his or her ordinary occupation, profession or business for a continuous and uninterrupted of time.

**We/Us/Our**

shall refer to Zurich General Takaful Malaysia Berhad.

**War**

shall mean a contest by force between two or more nations, carried on for any purpose, or armed conflict of sovereign powers, or declared or undeclared and open hostilities or the state of nations among whom there is an interruption of peaceful relations and a general contention by force, both authorized, by the sovereign.

**TYPE OF COVERAGE****Benefit A – Accidental Death and Permanent Disablement**

If the **Covered Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months result in death or disablement as provided in the Table of Benefit described herein, **We** will pay according to the respective percentage of the capital sum as stated in the Table of Benefit.

**Table of Benefit**

<b>Description of Disablement</b>	<b>Percentage of Capital Sum</b>
<b>Loss of Limbs</b> (two limbs)	
Loss of both hands, or of all fingers and both thumbs	
Total paralysis	
Total insanity	
Injuries resulting in being permanently bedridden	
Any other injury causing Permanent Total Disablement	100%
Loss of arm at shoulder	
Loss of arm between shoulder and elbow	
Loss of arm at elbow	
Loss of arm between elbow and wrist	
Loss of hand at wrist	
Loss of leg	
at hip	100%
between knee and hip	100%
below knee	100%
Eye: Loss of	
whole eye	100%
Sight	100%
Sight, except perception of light	50%

	lens	50%
Loss of four fingers and thumb of one hand		50%
Loss of four fingers		40%
Loss of thumb	both phalanges	25%
	one phalanx	10%
Loss of index finger	three phalanges	10%
	two phalanges	8%
	one phalanx	4%
Loss of middle finger	three phalanges	6%
	two phalanges	4%
	one phalanx	2%
Loss of ring finger	three phalanges	5%
	two phalanges	4%
	one phalanx	2%
Loss of little finger	three phalanges	4%
	two phalanges	3%
	one phalanx	2%
Loss of metacarpals	first or second (additional)	3%
	third, fourth or fifth (additional)	2%
Loss of toes	All phalanges	15%
	two great, both phalanges	5%
	great one phalanges	2%
	other than great, if more than one toe lost, each	1%
<b>Loss of Hearing</b>	both ears	75%
	one ear	15%
<b>Loss of Speech</b>		50%

Where the **Bodily Injury** is not specified, **We** reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

“Loss” of limb or member or part thereof shall mean loss by actual physical severance or total and permanent **Loss of Use**.

**Loss of Use** of body member shall be treated as loss of body member.

The aggregate of all percentages payable in respect of any one **Accident** shall not exceed 100%. In the event of a total of 100% having been paid, all Takaful coverage hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit A by that amount from the date of **Accident** until the expiration of the Certificate.

#### **Optional Benefits (Wherever Applicable)**

##### **Benefit B1 – Temporary Total Disablement**

If the **Covered Person** suffers **Temporary Total Disablement**, **We** will pay weekly amount stated in the **Certificate Schedule** for each week or part of a week that the **Covered Person** remains in a state of **Temporary Total Disablement**.

#### **Benefit B2 – Temporary Partial Disablement**

If the **Covered Person** suffers **Temporary Partial Disablement**, **We** will pay weekly amount at stated in the **Certificate Schedule** for each week or part of a week that the **Covered Person** remains in a state of **Temporary Partial Disablement**

Unless otherwise stated in the **Certificate Schedule**, compensation under Benefits B1 and B2 either separately or together is payable up to a maximum period of 104 weeks per **Accident**.

Benefit B1 and Benefit B2 shall cease on the date the disablement becomes **Permanent Total Disablement**.

#### **Benefit C – Accidental Hospital Income**

If the **Covered Person** suffers **Bodily Injury** and as a result of this, confined in a **Hospital** as a registered in-patient, **We** will pay the daily amount stated in the **Certificate Schedule** for each day of confinement of the **Covered Person** in the **Hospital**.

Unless otherwise stated in the **Certificate Schedule**, the maximum period payable for Benefit C is 30 days per **Accident**.

#### **Benefit D – Travelling Allowance**

If the **Covered Person** suffers **Bodily Injury** and as a result of this, confined in a **Hospital** as a registered in-patient, **We** will pay to the **Covered Person's** immediate family members the daily amount stated in the **Certificate Schedule** as travelling allowance for the travelling to and from **Hospital** for each day of confinement of the **Covered Person** in the **Hospital**.

Unless otherwise stated in the **Certificate Schedule**, the maximum amount payable for Benefit D is RM 1,000 per **Accident**.

#### **Benefit E – Accidental Medical Expenses**

If the **Covered Person** suffers **Bodily Injury** and incurs medical and surgical expenses within twelve (12) consecutive months from the date of the **Accident**, **We** will reimburse the expenses incurred per **Accident** up to the maximum amount stated in the **Certificate Schedule**.

The medical and surgical expenses shall be paid by the **Covered Person** to a dentist, **Physician** or **Hospital** for treatment of **Bodily Injury** but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

#### **Benefit F – Ambulance Fees**

If the **Covered Person** suffers **Bodily Injury**, which necessitates the use of an ambulance, **We** will reimburse the actual ambulance costs incurred by the **Covered Person**, up to the amount stated in the **Certificate Schedule** for transportation to **Hospital**.

#### **Benefit G- Funeral Expenses**

If the **Covered Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months results in death, **We** will pay the amount stated in the **Certificate Schedule**.

#### **Benefit H – Repatriation Expenses**

If the **Covered Person** suffers **Bodily Injury**, shall within twelve (12) consecutive months results in death, **We** will reimburse up to the amount stated in the **Certificate Schedule** for the actual repatriation expenses for repatriation of mortal remains of the **Covered Person** from overseas or place of demise within Malaysia to their hometown within Malaysia.

## **SPECIAL PROVISIONS**

### **1. Disappearance**

It will be presumed that death has occurred if the **Covered Person** has been missing for twelve (12) consecutive months and **We** have examined all available evidence provided to support the conclusion that death was caused by an **Accident** covered by this Certificate. If at any time after payment has been made by **Us** for such claim, the **Covered Person** is found to be living, full refund shall be made to **Us**.

## 2. Exposure

If as a result of an **Accident** covered by this Certificate, the **Covered Person** is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Certificate, such specific loss will be covered subject to the terms of this Certificate.

## 3. Limit per conveyance

Unless otherwise stated in the **Certificate Schedule**, compensation payable in respect of Accidental Death or Permanent Disablement occurring whilst a number of **Covered Persons** are travelling in the same conveyance shall be limited to a maximum of RM 2,500,000. In the event the aggregate exceeds the said amount, **We** shall pay the claims to the **Participant** on a proportionate basis.

## EXCLUSIONS

**We** shall not be responsible for claims directly or indirectly caused by or which results from:-

1. The **Covered Person** engaging in or taking part in:-
  - a. Armed forces, naval or air force service or operations;
  - b. Professional sports, winter sports other than skating;
  - c. Rock climbing or mountaineering necessitating the use of ropes or guides, potholing, martial arts or boxing, underwater activities exceeding fifty (50) metres in depth, hang gliding, bungee jumping, para chuting or any kind of race other than on foot;
  - d. Air travel except as a fare-paying passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.
  - e. Criminal act or any illegal activities.
2. Intoxication of alcohol or drug, unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction.
3. Provoked murder or assault, intentional self - injury, suicide or attempted suicide or any attempt thereof while sane or insane.
4. Pregnancy, childbirth, miscarriage, mosquito bite, sickness, disease or medical disorder.
5. **Pre-Existing Medical Condition**
6. Deliberate exposure to exceptional danger (except in an attempt to save human life).
7. HIV (Human Immunodeficiency Syndrome) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
8. Direct participation in riot or civil commotion, invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), rebellion, revolution, insurrection or military or usurped power.
9. Ionizing radiation or contamination by radio-activity 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.
10. **War**, civil **War** - whether declared or not.
11. Any act of terrorism.
12. Sanction - **We** shall not be deemed to provide coverage or will make any payments or provide any service or benefit to any **Covered** or **Covered Person** or other party to the extent that such cover, payment, service, benefit would violate any applicable trade or economic sanctions law or regulation.
13. Any other events prohibited by Shariah Principles

## CONDITIONS

This Certificate and the **Certificate Schedule** shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Certificate or of the **Certificate Schedule** shall bear such specific meaning wherever it may appear.

### 1. NOTICE

Every notice or communication to **Us** shall be in writing and sent to **Us**. No alterations in the terms of this Certificate, nor any endorsement thereon, will be held valid unless the same is signed or initialed by **Our** authorised representative.

### 2. CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Certificate by the **Participant** and each **Covered Person** in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of **Us**.

### 3. DUTY OF DISCLOSURE

Consumer Takaful Contract - Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this Takaful wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when **You** apply for this Takaful). **You** must answer the questions fully and accurately. Failure to take reasonable care in answering the questions 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. In addition to answering the questions in the Proposal 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 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 Proposal Form (or when **You** applied for this Takaful) is inaccurate or has changed.

Non-Consumer Takaful Contract - Pursuant to Paragraph 4(1) 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. 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 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 Proposal Form (or when **You** applied for this Takaful) is inaccurate or has changed.

### 4. CHANGE OF ADDRESS OR PARTICULARS

The **Participant** shall give immediate notice in writing to **Us** of any change in the **Participant** or **Covered Person's** occupation, business, duties or pursuits and make any additional contribution that may be required by **Us**. Before each renewal of the Certificate, the **Participant** must notify **Us** in writing of any injury, disease, physical defect or infirmity of which the **Participant** has become aware or been affected.

### 5. ALTERATIONS

**We** reserve the right to amend any terms and conditions of this Certificate and such alterations to this Certificate shall be valid if authorized by **Us** and endorsed hereon. **We** may by notice in writing to the **Participant** under registered letter to his/her last known address give seven (7) days notice of any alterations to this Certificate.

**6. AGE LIMIT**

Unless otherwise stated in the **Certificate Schedule**, the age eligibility of the **Covered Person** to qualify this Certificate ranges from sixteen (16) to sixty five (65) years and renewable up to seventy five (75) years. All ages refer to the age of the **Covered Persons'** next birthday.

**7. CLAIMS PROCEDURE**

On the happening of any **Accident** which may give rise to a claim under this Certificate:-

- a. Written notice stating details of the injury shall be given to **Us** within fourteen (14) days of the **Accident** causing such **Bodily Injury**.
- b. The **Covered Person** shall procure and act upon proper **Physician** advice as soon as practicable.
- c. All certificates, information and evidence required by **Us** must be supplied at the expense of the claimant in the form pre-scribed by **Us**.
- d. The **Covered Person** may have to undergo further medical examination as required by **Us** at **Our** expense.
- e. In the event of death of the **Covered Person**, **We** shall be entitled to have a post-mortem examination at their own expense and notice shall when practicable be given to **Us** before interment or cremation stating the time and place of any inquest appointed.

**8. NON-ASSIGNMENT**

Unless otherwise stated in the Certificate Schedule, this Certificate is non-assignable and We shall not recognise or be affected by any trust charge lien or assignment relating to this Certificate. Any receipt or discharge which the **Participant** may grant to Us for any capital sum or compensation under this Certificate shall be deemed a final and complete discharge of all **Our** liability in respect of any and every injury or contingency (including death) resulting to the **Covered Person** in consequence of the Accident whether resulting before or after the date of such receipt or discharge.

**9. CANCELLATION**

**We** may by notice in writing to the **Participant** under registered letter to **Participant's** last known address give seven (7) days notice of their intention to terminate this Certificate returning on demand a proportion of the Contribution corresponding to the unexpired **Period of Takaful**. By like notice to **Us** the **Participant** may, at any time cancel this Certificate, in which case **We** will retain the customary short period contribution for the time the Certificate has been in force.

The following scale of short period rates shall apply:

<b>Period Certificate is in force</b>	<b>Percentage of annual contribution to be charged</b>
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

**10. CURRENCY AND EXCHANGE RATES**

- a) All payments will be made in Ringgit Malaysia (**RM**)
- b) All contributions shall be made in Ringgit Malaysia (**RM**).
- c) In the event that the **Covered Person** is admitted into a **Hospital** and/or receives medical treatment outside of Malaysia and renders bills in a currency other than Ringgit Malaysia (**RM**), **We** shall indemnify the **Participant** in Ringgit Malaysian (**RM**) based on the quoted exchange rate (open market rate if a free market, official rate if not a free market) on the date the **Covered Person** is discharged from **Hospital**.

**11. LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover on this Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.



**12. 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 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. However this is provided that any disclaimer of responsibility by **Us** for any claim hereunder must be referred to an Arbitrator within twelve (12) calendar months from date of such disclaimer.

**13. CONTRIBUTION WARRANTY**

It is a fundamental and absolute special condition of this contract of Takaful that the contribution due must be made and received by **Us** within sixty (60) days from the **Effective Date**. If this condition is not complied with then this contract is automatically cancelled and **We** shall be entitled to the pro rata contribution for the period they have been on risk. Where the contribution made pursuant to this warranty is received by **Our** authorised consultant, the contribution shall be deemed to be received by **Us** for the purposes of this warranty and the onus of proving that the contribution to make was received by a person, including a Takaful consultant, who was not authorised to receive such contribution shall lie on **Us**. Subject otherwise to the terms and conditions of this Certificate.

**14. MISSTATEMENT OR OMISSION OF MATERIAL FACT**

If:

- (a) any answer, disclosure or representation by **You**, before this contract of Takaful is entered into, varied or renewed, in or to any proposal or declaration or query, has been deliberately or recklessly stated in any respect; or
- (b) before this contract of Takaful is entered into, varied or renewed, **You** have failed to disclose any fact **You** knew to be relevant to **Our** decision on whether to accept the risk or not and the rates and the terms to be applied; or
- (c) any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support of such claim.

then in any of the above cases, this Certificate shall be void.

**15. COOLING-OFF PERIOD**

If this Certificate shall have been issued and for any reason whatsoever that **You** shall decide not to take up the Certificate, **You** may return the Certificate to **Us** for cancellation provided such request for cancellation is delivered by **You** to **Us** within fifteen (15) days from the date of delivery of the Certificate. **You** are entitled to the return of the full contribution made provided there is no claim incurred on this Certificate. In the event of a claim(s) has been made, no return of contribution shall be made.

**16. TAX PROVISION**

All contribution and fees that should be made under this Certificate may be subject to Tax. If Tax is imposed, it will be stated in the invoice and Zurich General Takaful Malaysia Berhad reserves the right to claim or collect the Tax from you in addition to the contribution and/or fees that should be made under this Certificate.

Tax shall mean any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.

**17. SURPLUS SHARING**

**We** will manage the participant's Takaful contributions by charging a gross Wakalah Fee as approved by the regulatory authorities under the principle of Wakalah, and subsequently continue to be placed into the Takaful fund through General Risk Investment Account (GRIA). If at the end of the period of Takaful stated in the schedule attached to the certificate and have expired by end of the declared financial year, there is a net surplus in the GRIA, then the net surplus will be shared at the ratio of 50:50 between the participants and the Takaful Operator under the contract of Hibah.

All retail participants who have not incurred any claims during the previous coverage period are eligible for surplus distribution. The certificates and contributions must be for one (1) year of Takaful period and have expired by end of the declared financial year.

All corporate participants who have not incurred any claims more than 30% of the gross contribution during the previous coverage period are eligible for the surplus distribution. Certificates and contribution must be for one (1) year of Takaful period and have expired by end of the declared financial year.

The eligibility and amount of the surplus to be distributed will be based on the recommendation made by our Signing Actuary and endorsed by Shariah Committee and Board of Directors.

**18. TREATMENT OF SMALL CONTRIBUTION AMOUNT**

For any amount due and payable to **You** which is less than the value of small Contribution Amount, **We** will donate such amount of money to charity as approved by **Our** Shariah Committee. However, if You decide otherwise, **You** are required to submit a formal request to **Us**. The value of Small Contribution Amount is subject to be approved by **Our** Shariah Committee.

**19. NOMINATION**

The takaful benefit is passed to the intended recipient (beneficiary) via Conditional Hibah contract which is revocable and shall only take effect after the death of the Participant and it is complete after Hibah recipient acknowledges receiving the Hibah. Conditional Hibah is to be completed by the Participant who has attained the age of eighteen (18) years, whereby the nominee(s) shall receive the takaful benefit as a Hibah recipient (the beneficiary) and the takaful proceeds under this contract shall be excluded from applicable inheritance law.

Participant may also appoint Wasi, who is an executor to manage the takaful benefits. Thus, Wasi is not a beneficiary to the takaful benefit and it is revocable and shall only take effect after the death of the participant and it is complete after Wasi acknowledges receiving it. Appointment of Wasi is to be completed by the Participant who has attained the age of eighteen (18) years, whereby the Wasi shall distribute the takaful benefit in accordance with nomination form or any relevant laws.

Payment of death benefit will be made in accordance to the Islamic Financial Services Act 2013.

## **IMPORTANT**

The **Participant** shall read this Certificate carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with the wishes of the **Participant**, advice should at once be given to **Us** and the Certificate returned for attention.

## **PROCEDURES FOR MAKING TAKAFUL COMPLAINTS**

Please examine the Takaful Certificate to ensure that it meets **Your** requirement.

To avoid misunderstanding, it is very important that this Certificate, the **Certificate Schedule** and any Endorsements attached therein be read thoroughly.

If **You** have any complaints or grievances pertaining to **Your** Certificate, please contact **Your** consultant, if any or get in touch with **Our** issuing office. **We** assure **You** that **Your** complaints will be attended to promptly

As a responsible Takaful Operator, **We** wish to bring to **Your** attention that **You** could also address **Your** dissatisfaction to the Ombudsman For Financial Services (OFS) or to Bank Negara Malaysia's Customer Service Bureau (CSB) as listed below.

### **Procedures for complaint to OFS**

If **You** are not satisfied with **Our** decision, **You** may write to the Mediator with details of the dispute and particulars of **Your** Certificate.

If the Mediator makes an award against Us, **You** are required to inform the Mediator of **Your** decision to accept or deny the award within 14 (fourteen) days.

If **You** do not accept the award, **You** may reject the decision of the Mediator. **You** are free to institute a court proceeding against **Us** or refer it to Arbitration.

**You** may lodge a complaint with **Us** at:

### **Zurich General Takaful Malaysia Berhad**

Level 23A, Mercu 3,  
No. 3, Jalan Bangsar, KL Eco City  
59200 Kuala Lumpur  
Tel: 03-2109 6000  
Fax: 03-2109 6888

Website : [www.zurich.com.my](http://www.zurich.com.my)

E-mail: [CallCentre@zurich.com.my](mailto:CallCentre@zurich.com.my)

**You** may communicate with OFS at:

### **Ombudsman For Financial Services (OFS)**

(Formerly Known as Financial Mediation Bureau)

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur

Tel : 03-2272 2811

Fax : 03-2272 1577

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

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

## Procedures for complaint to CSB

Alternatively **You** may put forward **You** dissatisfaction over **Our** conduct by writing to CSB giving details of **Your** complaint and particulars of **Your** Certificate to:

### Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan  
Khidmat (LINK), Bank Negara  
Malaysia,  
P.O. Box 10922,  
50929 Kuala Lumpur  
Tel: 1-300-88-5465 (1-300-88-LINK)  
(Overseas: +603-2174 1717)  
Fax: 03-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**Zurich General Takaful Malaysia Berhad** (1260157-U)  
Level 23A, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Malaysia  
Tel: 03-2109 6000 Fax: 03-2109 6888 Call Centre: 1-300-888-622  
[www.zurich.com.my](http://www.zurich.com.my)

