

STAMP DUTY PAID

## **Group Personal Accident Takaful Certificate**

Whereas the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by a proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Takaful Berhad (1239197-A)** (hereinafter referred to as "the Company") for the takaful cover in the terms hereinafter contained.

In consideration of the payment by the Participant of the Contribution as stated in the Schedule and subject to the terms, provisions, exclusions and conditions herein or endorsed hereon, the Company agrees to indemnify the Participant during the period of takaful if the Person Covered shall sustain bodily injury caused solely and directly by accidental means which injury shall solely and independently of any other cause result in his death or disablement as within defined, the Company will pay to the Participant or in the case of his death to his legal personal representatives the Compensation as specified in the Schedule.

## **Special Provisions**

#### (a) Exposure

If following an accident the Person Covered is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Scale of Benefits, such injury shall be considered as constituting a claim but only under Death and Total Permanent Disablement.

#### (b) Disappearance

If the body of the Person Covered has not been found within a year after the date of disappearance following an accident, the Company may in its absolute discretion upon being satisfied on the evidence available accept that the death of the Person Covered has been established provided that if at any time after the payment has been made by the Company shall be refunded forthwith.

#### (c) Strike, Riot and Civil Commotion

This Certificate is extended to cover the Person Covered as within defined directly or indirectly caused by Strike, Riot or Civil Commotion not amounting to the proportion of a popular rising except in so far as Person Covered himself is actively participating then this extension becomes null and void.

#### (d) Murder, Assault or Kidnapping

This Certificate is extended to cover the Person Covered as within mentioned resulting from murder, assault or kidnapping, provided always that this extension does not apply if the event is due to provocation by the Person Covered.

#### (e) Hijacking

This Certificate is extended to cover the Person Covered as within mentioned resulting from the unlawful seizure or wrongful exercise or control of any aircraft in which the Person Covered is a passenger, provided always that this extension does not apply if the event results from Exclusion 1 of this Certificate.

#### (f) Amateur Sports Activities

This Certificate is extended to cover the Person Covered as within mentioned resulting from engaging in indoor or outdoor sports as an amateur, provided always that this extension does not apply to any accidents arising out of Exclusion 6 of this Certificate.

#### (g) Accidental Drowning or Suffocation

This Certificate is extended to cover the Person Covered as within mentioned resulting from accidental drowning or accidental suffocation through smoke, poisonous fumes or gas.

#### (h) Snake Bites, Harmful Insects or Food Poisoning

This Certificate is extended to cover the Person Covered as within mentioned resulting from snake bites, harmful insects or accidental food poisoning.

#### **Exclusions**

This takaful shall not apply to any Event consequent upon or caused by or contributed by or arising from:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil
  war
  - (b) Mutiny, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - (c) Any act of terrorism
    - For this purpose any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.
- 2. (a) Death or disablement loss or damage directly or indirectly caused by or contributed by or arising from ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity 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.
  - (b) Any accident loss or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 3. Any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this takaful by any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation (s) or government (s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

- "Biological" agent shall mean any pathogenic (disease producing) micro-organism (s) and/or biologically produced toxin (s) including genetically modified organisms and chemically synthesizes toxins) which cause illness and/or death in humans, animals or plants.
- 4. The Person Covered while engaging in or taking part in Government regular Police, arm forces, naval, military operations, air force service or operations or participation in operations of an offensive nature planned or conducted by the civil or military authorities against bandits, terrorists or other elements.
- 5. The Person Covered whilst traveling in an aircraft as a member of aircrew or for the purpose of any trade or technical operation or in any other aerial activities except whilst traveling as a passenger over established air routes in a fully licensed aircraft operated by a recognised Airline.
- 6. The Person Covered engaging in professional sports, speed contest, racing of any kind (other than on foot), hunting, mountaineering requiring the use of ropes and/or guides, ice hockey, winter sports, water ski jumping, hang-gliding, under-water activities involving the use of breathing apparatus, or using wood-working machinery driven by mechanical power other than portable tools applied by hand.
- 7. The Person Covered being affected (temporarily or otherwise) by alcohol or drug unless taken as prescribed by qualified registered medical practitioner.
- 8. Sickness or disease of any kind, pregnancy or childbirth or pre-existing physical defect or infirmity, insanity, suicide or intentional self-injury.
- 9. Provoked murder or assault.
- 10. Any form of martial arts
- 11. The Person Covered while committing or attempting to commit any unlawful act
- 12. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 13. Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

## **Conditions**

- 1. This Certificate and the 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.
- 2. The Participant shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Person Covered has become affected.
  - All notices given by the Participant to the Company must be in writing addressed to the Company and must be sent by registered post and no alteration in the terms of this Certificate nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorised representative of the Company.
- 3. This takaful may be terminated at any time at the request of the Participant, in which case the Company will retain a rateable proportion of the contribution for the time the Certificate has been in force. This Certificate may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Participant at this last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the contribution for the unexpired term from the date of cancellation.

- 4. The Company shall unless otherwise expressly provided by endorsement on this Certificate be entitled to treat the Participant as the absolute owner of the Certificate and shall not be bound to recognise any equitable or other claim to or interest in the Certificate and the receipt of the Participant (or of the Participant's legal personal representatives) alone shall be an effectual discharge.
- 5. If the proposal or declaration of the Participant is untrue in any respect or if any material fact affecting that risk be incorrectly stated therein or omitted there from 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 or statement shall be made in support thereof then in any of these cases this Certificate shall be void.
- 6. Upon the happening of an accident likely to give rise to a claim under this Certificate the Participant shall give immediate written notice to the Company or not later than fifteen (15) days after the happening of the accident and deliver to the Company full particulars of the accident and injuries and shall as soon as possible procure and act on proper medical or surgical advice.

The Participant (or the Participant's legal personal representatives) shall at the expense of the Participant furnish to the Company all such certificates, information and evidence as may be required by the Company and the Covered Person shall whenever reasonably required to do so submit to medical examination on behalf of the Company. In the event of the death of the life covered, the Company shall be entitled to have a post mortem examination at its own expense and notice shall, when practicable, be given to the Company before interment or cremation stating the time and place of any inquest appointed.

The Death of the Covered Person shall be established by an Official Death Certificate or in the event of his disappearance following an accident or the total loss of a vessel or aircraft by a Court Order presuming his death.

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

- 7. The Person Covered shall not be less than 16 years of age or more than 65 years of age.
- 8. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having required to do so in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion for the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.
- 9. If the contribution for this certificate has been calculated on any estimates furnished by the Participant, the Participant shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Participant shall within one month from the expiry of each Period of Cover furnish to the Company such particulars and information or the Company may require, the contribution for such period thereon be adjusted and the difference paid by or to the Participant on the case may be.
- 10. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each period of cover. The name of every such employee together with the amount of wages salary 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 cover within one month from

the expiry of such period of cover.

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 Covered Person, the relative contribution for the period from the commencement of the then current period of cover to the date of such cancellation shall be regulated as provided in above paragraph.

- 11. During the course of the employment of the Covered Person by the Participant, the Participant shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.
- 12. Any receipt of discharge which the Covered Person or his legal personal representatives may give to the Company for any capital sum or compensation under this Certificate shall be deemed a final and complete discharge of all liability of the Company in respect of all bodily injury resulting to the Covered Person in consequence of the accident whether resulting before or after the date of such receipt or discharge.
- 13. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant or by any Claimant under this Certificate in so far as they relate to anything to be done or complied with by the Participant or by any Claimant under this Certificate and the truth of the statement and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
- 14. The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa General Takaful Berhad (EGTB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits EGTB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and EGTB to be paid a Wakalah Fee based on the following rates:

Commission (maximum) : 25% of Contribution Management expenses : 20% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that EGTB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit Malaysia Ten), the surplus is to be credited into a charity fund which will be utilised as 'amal jariah' on behalf of the Participant.

## **Scale of Benefits**

**Event:** Bodily injury caused solely and directly by accidental means which independently of any other cause shall within 12 calendar months result in death, loss or disablement or necessitate medical and surgical treatment.

Result	Description	Compensation
Α	Death	Amount stated in the schedule
В	Total and Permanent Loss or Disablement	A percentage of the amount as stated in the Schedule
1	Total and permanent disablement from following any employment or occupation	100%
2	Total and permanent loss of all sight in one or both eyes	100%
3	Total loss by physical severance or total and permanent loss of use of  a. One or both hands at wrist b. Arm at shoulder c. Arm between shoulder and elbow d. Arm at or below elbow e. Leg at hip f. Leg between knee and hip g. Leg at or below knee	100% 100% 100% 100% 100% 100% 100%
4	Total and permanent loss of:  a. Sight in one eye except perception of light  b. Lens of one eye	50% 50%
5	Total loss by physical severance or total and permanent loss of use of :  a. Thumb and 4 fingers of one hand b. 4 fingers of one hand c. Thumb 2 phalanges 1 phalanx d. Index finger 3 phalanges 2 phalanges 1 phalanx e. Middle finger 3 phalanges 2 phalanges 1 phalanx f. Ring finger 3 phalanges 2 phalanges 1 phalanx g. Little finger 3 phalanges 2 phalanges 1 phalanx h. Metacarpals first or second (additional) third, fourth or fifth (additional) i. All toes of one foot j. Great toe 2 phalanges 1 phalanx k. Any other toe	50% 40% 25% 10% 15% 8% 4% 10% 4% 2% 8% 4% 2% 6% 4% 2% 6% 4% 2% 6% 4% 2% 3% 2% 18% 6% 3% 3% 3%
6	Total and permanent loss of a. Hearing in both ears b. Hearing in one ear	75% 15%
7	Total and permanent loss of speech  Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provision of the above scale.	50%

	"Total and permanent loss" includes total and permanent loss of use	
С	Temporary Total disablement from engaging in or attending to usual business. Weekly compensation at the rate stated	Amount as per Schedule
D	Temporary Partial disablement from engaging in or attending to usual business Weekly compensation at the rate state	Amount as per Schedule
E	Reasonable medical, surgical, hospital, nursing home and nursing fees or charges necessarily within twelve months from the happening of the event	Amount as per Schedule

#### Compensation shall not be payable:

- a. in respect of Results A and B for more than the Death Compensation in the aggregate during any Period of Takaful.
- b. for Results A and B (1), B (2) and B (3) caused by the same event except as regards Result A if Compensation has been paid or is payable for Result B (4), B (5), B (6) and B (7) in respect of the same Event the amount payable shall be limited to the sum by which Compensation A exceeds such Compensation.
- c. for Result C and D for the same period of disablement nor for any period of disablement subsequent to Compensation becoming payable for Results B caused by the same Event.
- d. in respect of Results C and D or C and D combined for any period in excess of 104 weeks from the happening of the Event.
- e. for any specific Result where greater Compensation is payable for a Result which includes such specific Result.
- f. for any of the Result until the total amount has been agreed.

#### **Clauses**

#### The following clauses, endorsements and warranties are applicable to this certificate:

#### 1. 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 contract is automatically cancelled and the Company shall be entitled to the pro rata contribution for the period they have been on risk.

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

Subject otherwise to the terms provisions and conditions of this Certificate.

#### 2. Automatic Additions and Deletions Clause

Additional personnel will be automatically held covered under this Certificate provided that notice of each addition be advised by the Participant within 60 days of the date of commencement of employment and the appropriate additional contribution paid. Deletion of Person Covered will be similarly effected from the date of termination of their employment.

Subject otherwise to the terms provisions and conditions of this Certificate.

# The following clauses, endorsements and warranties are applicable to this certificate if specified in the schedule:

#### 1. Beneficiary Clause

It is hereby declared and agreed that in the event of the death of the participant by accidental all compensation due under the within Certificate shall be payable to the name(s) as stated in the Schedule whose receipt shall be a full and final discharged to the Company in respect of such compensation.

#### 2. Chartered And Non-Scheduled Flying Clause

It is hereby declared and agreed that this Certificate is extended to include Death or Disablement as within defined in the Certificate whilst the Covered person is riding solely as a passenger, and not as an operator or crew member in, boarding or alighting from any certificated aircraft and/or helicopter having a current and valid air worthiness certificate, on any regular, scheduled and/or non-scheduled, special or chartered flight and piloted by a rating authorizing him to pilot such aircraft and/or helicopter.

#### 3. Co-Takaful And Leader Clause

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any Endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the Companies specified in the Certificate Schedule each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the Period of Takaful stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead coinsurer, is authorised to sign the Certificate / Endorsement / Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the mentioned Insurance / Takaful Companies had issued a separate Certificate for its individual proportion of the Sum Covered.

### 4. Definition Of Monthly Salary Clause

For the purpose of this Takaful the term "monthly Salary" shall mean the monthly salary or wage drawn by the Covered Person as at the First day of the month in which the bodily injury suffered.

#### 5. Funeral Expenses (Limit as per Schedule)

In the event of accidental death of the Life Covered, a lump sum (as specified in the Schedule) is payable for funeral, cremation and burial expenses.

#### 6. Hunting Clause

In consideration of the payment of an additional Contribution, the benefits of the within Certificate shall apply whilst the Lives Covered are engaged in hunting.

#### 7. Loss Notification Clause (30 days)

Notwithstanding anything contained herein to the contrary, it is agreed that this Takaful will not be prejudiced by any inadvertent delays, errors or omission in notifying the company of any circumstances or event giving rise or likely to give rise to a claim under the Certificate. Provided the claim is intimated no later than thirty (30) days from the date of loss.

Subject otherwise to the terms, exclusions and conditions of the Certificate.

#### 8. Medical Expenses (Limit As Per Schedule)

In consideration of the payment of an additional contribution it is hereby declared and agreed that in the event of the Participant incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means then the Company shall refund to the Participant such expenses necessarily incurred and paid up to but not exceeding the sum of (as specified in the schedule) in respect of any such accident. It is a condition precedent to the Company's liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, shall be submitted to and approved by the Company if the Company so require.

#### 9. Memo 1 - Exclusion No. 7

It is hereby declared and agreed that Exclusion No.7 is amended to read as " the Person Covered being affected (temporary or otherwise) by drugs or alcohol:-

- a. unless taken as prescribed by qualified registered medical practitioner and
- b it can be established to the Company's satisfaction by the claimant that the intoxication by drugs or alcohol was not a factor contributing to the happening of the event."

#### 10. Misdescription Clause

This Certificate shall not be prejudiced by any alterations or misdescription of occupancy. Notice to be given to the Company immediately the Participant become aware of the same and to pay additional contribution, if required from the date of the increased hazard.

Subject otherwise to the terms, exceptions and condition of the Certificate.

#### 11. Motorcycling Clause

In consideration of the payment of an additional Contribution, the benefits of the within Certificate shall apply whilst the Lives Covered are engaged in riding or pillion riding on a motor cycle as a sport or for any other purpose.

Provided always that the Company shall not be liable for any claim arising out of racing, pacemaking or participation by the Lives Covered in any speed contest, reliability or other trials.

#### 12. Payment On Account Clause

It is hereby understood and agreed that in the event of the occurrence of a loss under this certificate, the company will make payment on account in respect of such loss to the Participant of desired.

Subject otherwise to the terms, exceptions and condition of the Certificate.

#### 13. Repatriation Expenses (Limit as per Schedule)

It is hereby declared and agreed the benefits provided under the within certificate is extended to Repatriation Expenses up to an amount as specified in the schedule for any one Person Covered upon the death of Person Covered.

#### 14. Scuba Diving Clause

In consideration of the payment of an additional Contribution the benefits of the within Certificate shall apply whilst the Participant is engaged in Scuba Diving.

#### 15. Unnamed Group Personal Accident Endorsement

It is hereby understood and agreed that the Certificate is issued based on the number of employees declared to the Company under the classification as stated in the schedule.

In the event of any claim, the participant must furnish proof of evidence documentary to the Company that the life covered is under the Participant's employment during the period of takaful. If the number of employees under the classification of occupation is more than the number of employees under the classification of occupation stated in the schedule, the Company shall not be liable to pay or contribute more than its ratable proportion of any loss.

## **Important Notice**

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) 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 the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my OR Facsimile Number: +603 2272 1577 OR

Postal address: Chief Executive Officer Ombudsman for Financial Services (Formerly known as Financial Mediation Bureau) 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 Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad or visit the OFS website at 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 Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

## **Procedure for Complaint to CSB**

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, 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
Telephone Number: 1 300 88 5465

Facsimile Number: +603 2174 1515 E-mail: bnmtelelink@bnm.gov.my

## **Our Commitment to High Standard of Customer Service**

We do everything we can to ensure that you receive the high standard of service you expect. If we fall below these standards, or you are unhappy with our service, please write to Our Head of Feedback Centre who will ensure that your feedback is dealt with instantly.

The address is:
Head, Customer Service
Level 4, Tower C, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: 1300 13 8888 or +603 2780 4500

Facsimile Number: 03 2785 3093 E-mail: cmu@etiqa.com.my

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