



**TAKAFUL IKHLAS SDN. BHD.** (593075 U)

**Business Operations**

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(A subsidiary of MNRB Holdings Berhad)

## IKHLAS GROUP PERSONAL ACCIDENT TAKAFUL CERTIFICATE

**WHEREAS** the Participant described in the Schedule hereto, following the industry or trade stated in the Schedule hereto, being desirous of covering the persons described in the Schedule hereto (each hereinafter called the/a "Covered Participant") in the manner hereinafter mentioned with the Company, has submitted a written proposal and signed a declaration on the date stated in the Schedule hereto, which proposal and declaration together with any other statements in writing relating to this Takaful shall be the basis of the contract for Takaful hereby created and has paid to the Company the Contribution stated in the Schedule hereto as a consideration for the Takaful for the period stated in the Schedule herein.

**NOW THIS CERTIFICATE OF TAKAFUL WITNESSETH** that if during the Period of Takaful any of the Covered Participant shall suffer Death or Loss or Disablement which is solely and directly occasioned by accidental bodily injury, the Company will, subject to the terms, provisos, exclusions and conditions of and endorsed on this Certificate (which terms, provisos, exclusions and conditions shall so far as the nature of them respectively permit, be deemed conditions precedent to the right to recover under this Certificate), pay to the Participant the sum or sums of money specified in the Table of Benefits allocated to the Covered Participant in the Schedule and the receipt of the Participant of the moneys specified in the Table of Benefits aforesaid shall in all respects be an effective discharge by the Company of its obligations hereunder.

### TABLE OF BENEFITS

Death or Loss or Disablement solely and directly occasioned by accidental bodily injury which injury shall solely and independently of any other cause result in:

Benefit A	DEATH occurring within twelve (12) calendar months of bodily injury as aforesaid.	} As specified in the Schedule
Benefit B	PERMANENT DISABLEMENT occurring within twelve (12) calendar months of bodily injury as aforesaid. The percentages of benefits are as stated under Benefits below.	
Benefit C.1	TEMPORARY TOTAL DISABLEMENT which temporarily prevents the Covered Participant from engaging in or giving attention to the Covered Participant's profession or occupation. The percentages of benefits are as stated under Item 8 of the provisos below.	
Benefit C.2	TEMPORARY PARTIAL DISABLEMENT which temporarily prevents the Covered Participant from engaging in or giving attention to the Covered Participant's profession or occupation. The percentages of benefits are as stated under Item 9 of the provisos below.	
Benefit D	MEDICAL EXPENSES for such bodily injury subject to a limit in respect of anyone accident.	

### PROVISOS

1. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of the Company.
2. Compensation under Benefit B is payable only if the disability is caused by a bodily injury which wholly prevents the Covered Participant from engaging in any business, or occupation or performing any work, for compensation or profit, provided, that to determine if a total disablement has become permanent, it must continue uninterruptedly for a period of at least twelve months from the date of bodily injury and at the expiry of that period is beyond hope of improvement.
3. Compensation under the Benefits C.1 and C.2 are payable only if such bodily injury to the Covered Participant shall, within twenty (20) days from the date of accident, wholly or partly and continuously disable and prevent the Covered Participant from performing his occupation.
4. The period of compensation payable under the Benefits C.1 and C.2 either separately or together shall not exceed 104 weeks in respect of any one injury calculated from the date the Covered Participant was first examined by a duly qualified Medical Practitioner.
5. Compensation under Benefit D shall be payable only for a period of treatment of two (2) years from the date of the accident provided that such medical treatment is administered on the Covered Participant by a qualified Medical Practitioner and provided further that that the first medical treatment is administered within the first 26 weeks from the date of accident.
6. Where Benefit A or 100% of Benefit B becomes payable pursuant to Items 1 or 2 above, Benefits C.1 or C.2 shall immediately cease to be paid for the same bodily injury.

7. Benefits A or B shall not be paid in aggregate under this Certificate to the intent that where compensation respect of Benefit B aggregates to less than 100% of the total Benefits paid to Participant, the coverage under Benefits A and/or B shall be reduced in proportion to the amount paid from the date of accident until the expiration of the certificate.
8. The amount of compensation payable per week under Benefit C.1 will be in accordance with the limit specified in the Benefits hereto but in any event shall not exceed 25% of the monthly salary/wages of the Covered Participant subject to a maximum limit of RM1,000.00 per week.
9. The amount of compensation payable per week under Benefit C.2 will be in accordance with the limit specified in the Benefits hereto but in any event shall not exceed 12.5% of the monthly salary/wages of the Covered Participant subject to a maximum limit of RM500.00 per week only.
10. Unless otherwise agreed and endorsed hereon, the Compensation payable in respect of Death or Disablement occurring where more than one Covered Participant is (to the Participant's knowledge) traveling in the same conveyance, shall be limited to an aggregate of RM6,000,000.00 only. In the event the aggregate exceeds the said amount, the Company will be obliged to settle the claims of the respective Covered Participant on a proportionate basis to the number of affected Covered Participant.
11. (a) Compensation shall not be payable under more than one of the Items of Benefits in respect of the consequences of one Accident to the Covered Participant, except of the any compensation payable hereunder in respect of temporary partial disablement preceding or following temporary total disablement; and  
(b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
12. The total sum payable under this Certificate in respect of any one or more Accidents to the Covered Participant shall not exceed in all, the largest sum covered under any one of the Items contained in the Schedule of Benefits or added to this Certificate by endorsement, except that the Participant and/or the Covered Participant will in addition, pay the medical expenses.

#### DEFINITIONS:

Under this Certificate,

1. **"Bodily Injury"** shall mean the identifiable physical injury which:
  - (a) is caused by an Accident; and
  - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such bodily injury, occasions the death or disablement of the Covered Participant within twelve (12) months from the date of the Accident.
2. **"Accident"** shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which the Covered Participant is traveling.
3. **"Temporary Total Disablement"** shall mean disablement which entirely prevents the Covered Participant from attending to his business or occupation of any kind.
4. **"Temporary Partial Disablement"** shall mean disablement which prevents the Covered Participant from attending to a substantial part of his business or occupation but which shall not render him temporarily totally disabled.
5. **"Permanent Total Disablement"** shall mean disablement which entirely prevents the Covered Participant from attending to his business or occupation of any kind for a period of at least [twelve] months from the date of bodily injury and at the expiry of that period is beyond hope of improvement.
6. **"Loss of Limb"** shall mean loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrevocable loss of use of hand, arm or leg.
7. **"Medical Expenses"** shall mean the expenses necessarily incurred by the Participant for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
8. **"Air Travel"** shall mean being in or boarding an aircraft for the purposes of flying therein or alighting therefrom following a flight.

**BENEFITS**

**PERMANENT DISABLEMENT**

<u>Description of Disablement</u>	<u>Percentage of the Sum Covered of Benefit B</u>
	<u>% of the Capital Sum</u>
<b>Benefit 1 : Death</b>	
<b>Benefit 2 : Permanent Disablement resulting in:</b>	
Loss of two limbs	
Loss of both hands or of all fingers and both thumbs	
Total Loss of sight of both eyes	
Total paralysis	
Injuries resulting in being permanently bedridden	
Any other injury causing permanent total disablement	
Loss of arm at shoulder	100%
Loss of arm between shoulder and elbow	
Loss of arm at elbow	
Loss of arm between elbow and wrist	
Loss of hand of wrist	
Loss of leg - at hip	
- between knee and hip	
- below knee	
Eye: Loss of - whole eye	
- sight of	
- sight of, except perception of light	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	15%
- two phalanges	8%
- one phalanx	4%
Loss of middle finger - three phalanges	10%
- two phalanges	4%
- one phalanx	2%
Loss of ring finger - three phalanges	8%
- two phalanges	4%
- one phalanx	2%
Loss of little finger - three phalanges	6%
- two phalanges	4%
- one phalanx	2%
Loss of metacarpal - first or second (additional)	3%
- third, fourth or fifth (additional)	2%
Loss of all toes - of one foot	18%
- two phalanges of great toe	6%
- one phalanx of great toe	3%
- any other toe	3%
Total and Loss of Hearing - both ears	75%
- one ear	15%
Total and Permanent Loss of Speech member	50%

**The aggregate of all percentages** payable in respect of any accident shall not exceed 100%. In the event of a total of 100% having been paid, all takaful hereunder shall immediately cease to be in force. All other compensation lesser than 100% if already paid shall reduce the coverage proportionately by that amount paid from the date of accident until the expiration of the Certificate.

**Permanent total loss of use of member** shall be deemed as physical loss of member.

**Loss of sight of an eye** shall mean the total and irrecoverable loss of all sight rendering the Participant absolutely blind in the eye beyond remedy by surgical or other treatment.

**Loss of speech** shall mean permanent total inability to communicate orally.

**Where injury is not specified in the Scale of Compensation**, the Company shall in its absolute discretion adopt a percentage of compensation which in opinion the Company is not inconsistent with the provisos stated in the Scale of Compensation and without regard to the Covered Participant's occupation.

**THE FOLLOWING CLAUSES ARE NOT APPLICABLE UNLESS THEY ARE SPECIFICALLY DECLARED OTHERWISE IN THE SCHEDULE AND/OR BY ENDORSEMENTS.**

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Certificate shall extend to cover Death or Loss or Disablement as herein defined due to:-

1. RIOT STRIKE AND CIVIL COMMOTION provided that the Participant or the Covered Participant is/are not directly or indirectly participating or howsoever involved in such activities.
2. EXPOSURE to the elements provided that in the event of death of the Covered Participant, this Death is determined as death resulting from exposure after an accident by a properly constituted Judicial Enquiry.
3. DISAPPEARANCE of the Covered Participant after a period of [one] year has elapsed and the Company has examined all evidence available and shall have no reason to suppose other than an accident has occurred. It is further agreed that if at any time after payment has been made and the Covered Participant is found to be living, any sum paid by the Company in settlement of the claim shall be refunded to the Company by the Participant forthwith.
4. MOTOR-CYCLING as a rider or a pillion rider for private or business purposes provided always that the Company shall not be liable to make any payment in respect of death or injuries arising from or attribute to the Covered Participant engaging in racing, pacesetting, speed contest, reliability or other trials. It is condition precedent to liability that the Covered Participant wears an approved crash helmet and possesses a valid driving licence whilst engaging in motor-cycling.

In the event that the Participant and/or the Covered Participant is covered under more than one Personal Accident certificate (whether group or individual) issued by the Company, the Participant shall not be entitled to any additional benefits in addition to the Benefits hereunder to the intent and effect that only one claim is made in the case of each Covered Participant for each disablement.

However, Payment under Benefit A for death shall not preclude payment of Compensation under this endorsement.

This endorsement shall be subject always to the terms, exceptions and conditions of the certificate.

**EXCLUSIONS**

This Certificate is not intended to and 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 where the Participant directly or indirectly participates or is involved howsoever in such activities;
  - (b) any act of terrorism  
For this purpose an 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 organization(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.
  - (c) insanity, suicide (whether sane or insane) or any attempt thereat by the Participant;
  - (d) pre-existing physical or mental defect or infirmity to the Participant;
  - (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this certificate and performed within the time provided in the certificate) to the Participant;
  - (f) childbirth, miscarriage, pregnancy or any complications thereof to the Participant;
  - (g) provoked murder or assault on the Participant.
  - (h) any breach of Civil or Syariah Law and principles by the Participant;
  - (i) pre-existing disablement or bodily injury to the Participant;
  - (j) misuse or abuse of substance, alcohol and/or drugs by the Participant;
  - (k) any other causes prohibited by Syariah Law and principles.
2. Death or Disablement or any other loss sustained by the Covered Participant :-
  - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;

- (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
  - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft
  - (d) while committing or attempting to commit any unlawful act.
3. Death or Disablement or any other loss consequent upon the Covered Participant engaging in hunting, mountaineering ice-hockey, polo-playing, steeplechasing, winter sports, yachting, water-ski jumping, under-water activities involving the use of breathing apparatus or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials.
  4. Death or disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
  5. Death or Disablement directly or indirectly caused by or contributed to by arising from :-
    - (a) ionisation radiation or contamination by radioactivity from any nuclear waste 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.
  6. Losses caused directly or indirectly, wholly or partly by:
    - (a) any other kind of disease;
    - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this policy and performed within the time provided in this Certificate)
    - (c) while the Covered Participant is under the influence of alcohol or drug abuse while driving;
    - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes);
  7. any bodily injury which shall result from hernia;
  8. to persons below the age of three (3) and over the age of sixty five (65).
  9. to claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
  10. the Participant if the Covered Participant does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
  11. the Covered Participant engaging in Air Travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
  12. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Covered Participant's own criminal act.

#### **CONDITIONS**

This Certificate and the Schedule shall be read together as forming one and a single contract. Any word or expression to which a specific meaning has been attached in any part of this certificate or in the Schedule shall bear such meaning wherever it may appear.

1. Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No change in this Certificate shall be valid unless approved by the Company and duly endorsed hereon by an Authorised Representative of the Company.
2. If the Proposal or Declaration of the Participant is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or if this Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation, suppression of material fact or if in any statement or declaration made in support of any claim under this Certificate or if in the information given to the Company in respect thereof shall be, by or on behalf of the Participant, suppressed or concealed or untrue or fraudulent or exaggerated as regards the property or articles lost or damaged or the value or amount thereof or if any loss or damage be occasioned by or through the willful act or with the knowledge or connivance of the Participant or any relative residing, colluding, aiding or abetting the Participant or any one acting on behalf of the Participant, no claim shall be payable under this Certificate.

3. In the case of bodily injury to which this Certificate relates:-
- (a) the Participant shall procure that the Covered Participant always acts upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
  - (b) written notice must be given to the Company within fourteen (14) days of the date of the accident causing such injury

Failure to give notice within the time provided in this Certificate shall not summarily invalidate the claim if it shall be shown by the Participant that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as was reasonably possible.

4. No action at law or in equity shall be brought to recover the Compensation under this Certificate prior to expiration of thirty (30) days 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 from the time written proof of loss is required to be furnished.
5. The Participant shall give immediate notice to the Company of any change of address, occupation, pursuits or any injury disease, physical defect or infirmity by which the Covered Participant has become affected and also notice of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against accident or incapacity. If the Covered Participant be injured after having changed his occupation to one classified by the Company as more hazardous than that stated in the Proposal or subsequent endorsement to this Certificate, the Company will only be liable to pay such portion of the indemnities provided in this Certificate.
6. All certificates information and evidence required by the Company shall be furnished at the expense of the Participant or the Covered Participant or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Covered Participant as often as required shall submit himself to medical examination at the Participant's or Covered Participant's own expense in respect of any claim of bodily injury. In case of death of a Covered Participant, reasonable notice shall be given to the Company before interment or cremation and the Company may require that the Company be represented at a post mortem examination on the body of the Covered Participant. The Company shall have the right and opportunity to conduct an autopsy at its own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a Covered Participant shall be given to the Company as soon as known to the Participant. Time is the essence of this condition.
7. Any receipt or discharge which the Participant or the Covered Participant or his legal personal representative may grant 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 any and every injury or contingency (including death) resulting to the Participant in consequence of the accident whether resulting before or after the date of such receipt or discharge.
8. This takaful may be terminated at any time at the request of the Participant, in which case the Company will refund the balance of the General Risk Investment Account (GRIA) for the unexpired period of cover, plus surplus, if any, less related expenses. This Takaful may also be terminated for any reasons whatsoever at the option of the Company by sending fourteen (14) days' notice by registered letter to the Participant at his last known address, in which case the Company shall be liable to repay on the same basis as described earlier.

Note : A handling fee of RM10.00 will be charged in the event of cancellation made by the participant.

9. It shall not be incumbent on the Company to give notice that any contribution for renewal is due and such contribution shall be deemed to be due on the date on which the Certificate expires and must be paid forthwith to the Company within 14 days from the date of expiry of the Certificate; but barring such 14 day period, the Company shall remain liable to pay any Compensation if by the the 14th day, the contribution is actually paid unless the Company or the Participant shall have given notice that the coverage would not be renewed. The Company shall not be bound to accept any renewal and the Certificate shall not be renewable after the year of takaful in which the any Covered Participant attains the age of 60 years.
10. The Company shall 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.
11. All differences arising out of this Certificate shall be referred to the decision of a single Arbitrator appointed in writing by the parties or if cannot be agreed upon within 30 days from the date of disagreement, two Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing so to do by either of the parties. In case where the parties or the Arbitrators deem it expedient, the Arbitrators may agree to appoint an Umpire before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in accordance with the finding of the Arbitrators or Umpire. However all initial costs for the appointment and reference shall be borne and paid forthwith by the Participant. If the Company shall disclaim liability to the Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. If at the end of the Period of Takaful stated in the Schedule there is a net surplus in the Company's General Risk Investment Account (GRIA) Fund, the net surplus shall be allocated in full to the Participant on a Hibah basis as provided for in the Proposal Form.
13. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant or the Covered Participant and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.
14. Where the Certificate and/or the Proposal and Declaration are made in two or more languages, the [English] version shall prevail and be deemed the accurate intention and agreement of the Parties. If however the English version is silent as regards a term or provision that the other language version contains, then, the other version may be applied as true and accurate.
15. This Certificate and the Proposal and all endorsements hereon including the schedules hereto shall be construed in accordance with the laws of Malaysia.
16. Time wherever mentioned, shall be of the essence of the agreement.
17. No assignment of interest under this Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the Certificate is furnished to the Company at the head Office.
19. No change of this Certificate shall be valid unless approved by an authorized officer of the Company and such approval be endorsed thereon. No Agent has the authority to change this Certificate or to waive any of the provisions hereunder.
20. If default be made in the payment of Contributions for this Certificate, the subsequent acceptance of a Contribution by the Company or by its duly authorized agents shall reinstate the Certificate, but only to cover losses resulting from accidental injury thereafter sustained.
21. The Company shall have the right and opportunity to examine or require the examination of the Participant whenever and as often as it may reasonably require during the pendency of claim hereunder.
22. If the Covered Participant shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Certificate without the Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Certificate (subject to the payment of such additional contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
23. If the consequence of an accident shall be aggravated by any condition or physical disability of the Covered Participant which existed before the Accident occurred, the amount of any compensation payable hereunder in respect of the consequences of the Accident shall be the amount which is reasonably considered by the Company to be payable if such consequences had not been so aggravated.
24. Subject otherwise to the terms of this Certificate, it is hereby agreed that the term Accident shall be deemed to include Hi-jack, or any attempt thereat, and exposure resulting therefrom. The cover shall continue whilst the Covered Participant is subject to the control of the person(s) or their associates making or causing the hi-jack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hi-jack. For the purposes of this Certificate, "Hi-jack" means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the Covered Participant is traveling.

#### **CONTRIBUTION WARRANTY CLAUSE**

IT IS FUNDAMENTAL AND A EXPRESS 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 HOWSOEVER THEN THIS CONTRACT IS AUTOMATICALLY DEEMED CANCELLED AND THE COMPANY SHALL BE ENTITLED TO CLAIM FROM YOU THE PRORATA CONTRIBUTION FOR THE PERIOD THAT THE COMPANY HAD COVERED YOUR 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 PURPOSES OF THIS WARRANTY AND THE BURDEN OF PROVING THAT THE CONTRIBUTION PAYABLE WAS NOT RECEIVED BY THE COMPANY THROUGH ITS AUTHORISED AGENTS BUT INSTEAD RECEIVED BY A PERSON, INCLUDING AN TAKAFUL AGENT, WHO WAS NOT AUTHORISED TO RECEIVE SUCH CONTRIBUTION SHALL LIE ON THE COMPANY.

**IMPORTANT NOTICE**

The Certificate holder can seek redress against unfair market practices by the Company; in writing, to the following service bureaus:

- 1) Mediator,  
Financial Mediation Bureau  
25<sup>th</sup> Floor, Dataran Kewangan Darul Takaful  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel : 03-2272 2811  
Fax : 03-2274 5752

OR

- 2) Monitoring Insurance Department  
Bank Negara Malaysia  
Peti Surat 10922  
Jalan Dato' Onn  
50480 Kuala Lumpur  
  
Tel : 03-2698 8044  
Fax : 03-2694 5986

stating clearly the complaints, name of insurance/takaful company, insurance/takaful Certificate number and to forward copies of the correspondence between the Certificate holder and the Insurer/takaful operator (if any).



## OCCUPATION - DECLINE LIST

1. Automatic passenger cover (Airlines passenger)
2. Police personnel.
3. All forms fo work involving mixing, formulation and manufacture of inflammable chemical, acids and gas.
4. Machinists who use or handle cutting, sharpening or grinding machines other than portable hand tools.
5. Timber workers (e.g lorry drivers, sawyers, feller, mangrove cutter and other related manual works).
6. Professional Divers.
7. Persons engaged in any mining activities.
8. Persons engaged in the use of explosives.
9. Oil Riggers – on shore/off shore or personnel working on oil rigs, platforms and offshore-related operations.
10. Rescue Services, Firemen, Ambulance Drivers, Armed and Unarmed Security Guards.
11. Taxi/Bus/Lorry/Tanker drivers and Special heavy vehicle operators.
12. Persons working in Karaoke Lounges/Pubs/Night Clubs/Discos/MTV/KTV Musical Halls (e.g masseurs, dance hostess, entertainers and other related workers).
13. Acrobats, Stuntmen/Stuntwomen, Game Keepers and Animal Trainers.
14. Demolition workers, Piling workers, Steeple-jacks, Window cleaners.
15. Debt Collection Agency workers.
16. Jockeys.
17. Estate Workers