

AUTOMATIC TRAVEL ACCIDENT TAKAFUL CERTIFICATE

Introduction

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like **You** agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their Contributions on the basis of **tabarru'** (donation) to the General Takaful Fund (Fund) managed by Etiqa General Takaful Berhad (**Takaful Operator**).

As the **Takaful Operator**, **We** are responsible for selecting participants and to determine and collect the Contributions. **We** are also responsible for investing the **Fund** and paying **Benefits** to entitled participants. All proceeds from investments will be credited into the **Fund**. The relationship between **You** and **Us** is governed by the **Wakalah** principle.

If at the end of each financial year, there is a surplus of income over liabilities in the **Fund** as set out in condition 10 of this Certificate, **We** will receive 50% of the surplus as incentive for operating and being responsible for the management of the **Fund**. The balance of 50% will be reserved for distribution amongst participants. But if the **Fund** is not sufficient to meet its Takaful obligations, **We** will provide **Qard Hassan** (an interest free loan) from **Our** standby capital as required by the authorities. This loan will be repaid by the **Fund** from future surpluses.

Your application to join this Takaful scheme as a Participant has been accepted based on the information **You** gave to **Us**. As a Participant, **You** will receive Takaful cover in accordance with the terms and conditions of this Takaful contract.

This Takaful scheme is governed by the Islamic Financial Services Act 2013. A requirement of this Act is the establishment of a Shariah Committee advise **Us** to ensure **We** are not involved in any activity that is not in line with the Shariah.

Thank you for choosing this Takaful scheme managed by Etiqa General Takaful Berhad

Chief Executive Officer

AUTOMATIC TRAVEL ACCIDENT TAKAFUL CERTIFICATE

The Certificate, Schedule, Conditions, Exclusions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

PERSON COVERED: Any Maybank Islamic Visa Corporate Card-i Cardholder, in respect of a covered trip which has been paid for by the card, and which commences during the Period of Takaful.

COVER: The Takaful Operator agrees that if, during a covered trip which has been paid for by the Cardholder, the Person Covered shall sustain accidental bodily injury caused by violent external and visible means which solely and independently of any other cause shall within twelve (12) calendar months result in death or disablement, the Takaful Operator will pay to the Person Covered or his/her legal representative the benefits stated in the Schedule.

Cover shall commence at the time that the Person Covered leaves his normal residence or place of business, whichever occurs last, or at commencement of the one way journey whichever is the actual place of departure for the commencement of such travel and shall end when the Person Covered returns to his normal residence or place of business, whichever occurs first, or place of final destination if in respect of a one way journey up to a maximum of 90 days any one trip. This cover excludes every day commuting to and/or from a Person Covered's normal place of employment. In the event of a one way journey where the onward journey is not paid for by a Participant's card, the cover will extend to the place of final destination provided that the final destination is reached within 72 hours of the end of the one way journey.

Cover shall also apply to journeys by public conveyance, provided that the fare has been charged to the relevant card and shall only be in force for the duration of the journey.

Contribution shall not be made under more than one of Benefits (I) to (VII) of the Schedule of Benefits in respect of the same accident in respect of one Person Covered.

EXPOSURE: Death or disablement caused by exposure directly resulting from a mishap to an aircraft, vessel or public conveyance in which the Person Covered is travelling shall be deemed accidental bodily injury for the purpose of this Takaful cover.

DISAPPEARANCE: In the event of the disappearance of the Person Covered after a period of one year has elapsed, and if the Takaful Operator shall have reason to believe that such Person Covered sustained accidental bodily injury resulting in death whilst on a covered trip, then Benefit (i) shall become payable provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Takaful Operator if the Person Covered is subsequently found to be living.

HIJACK: In the event that accidental bodily injury is sustained by any Person Covered as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance in which the Person Covered is travelling as a passenger on a covered trip the Takaful Operator will pay to the Person Covered or his legal representative miscellaneous expenses up to RM1,000.00 incurred as a direct result of the hijacking concerned.

TERRITORIAL LIMITS: Worldwide

EXCLUSIONS: This Takaful does not cover:

1. Accidental bodily injury arising from or contributed to by:-
 - (a) the Person Covered's intentional self injury, suicide, insanity or the use of alcohol
 - (b) the taking of any drug by the Person Covered unless taken in accordance with the directions and prescription of a registered medical practitioner
 - (c) the illegal acts of an Person Covered or his beneficiary, executors, administrator or legal heirs
 - (d) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
2. Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution or military or usurped power or participation by the Person Covered in riot strike or civil commotion.
3. Accidental bodily injury directly caused by or contributed to by or arising from:-
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self sustaining process of nuclear fission.
 - (b) nuclear weapons materials.
4. The Person Covered engaging in or taking part in armed forces service or operations;
5. The Person Covered engaging in flying of any kind other than as a passenger;
6. The Person Covered deliberate exposure to exceptional danger (except in an attempt to save human life);

CONDITIONS

CERTIFICATE NOT ASSIGNABLE:

This Certificate is not assignable and the Takaful Operator shall not be affected by notice of any trust charge lien assignment or other dealing with this Certificate.

The receipt of the Participant/the Person Covered or of his/her legal representatives shall in all cases be an effectual discharge to the Takaful Operator.

CLAIMS PROCEDURE:

Written notice shall be given to the Takaful Operator as soon as possible and in any event within four (4) weeks of the occurrence of any bodily injury which may give rise to a claim under this Certificate.

All certificates, information and evidence required by the Takaful Operator shall be supplied free of expense to the Takaful Operator in the form prescribed by the Takaful Operator. The Person Covered shall as often as required submit to medical examination on behalf of and at the expense of the Takaful Operator in connection with any claim. In the event of accidental death, the Takaful Operator shall be allowed at its own expense and upon reasonable notice to the Person Covered's legal representatives to have a post-mortem examination of the body.

CANCELLATION:

The Takaful Operator may cancel this Certificate by sending ninety (90) days' notice by registered letter to the Participant's last known address.

ARBITRATION:

All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree on an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Takaful Operator. If the Takaful Operator 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 provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

CONTRIBUTION ADJUSTMENT:

Declarations of the number of transactions paid for by the Person Covered(s) during the Period of Takaful are to be advised at the end of each quarterly accounting period and adjusted at a rate of 0.000184% of capital sum covered per transaction.

PROPORTIONAL BENEFITS

Where a covered trip is only partially paid for by the Participant card then the benefit is proportional to the percentage of the ticket price paid for by the Participant card (i.e. if only 50% of the ticket is paid for by the Card then the benefit is only 50%).

ONE CARD CLAUSE

In the event of an Person Covered having more than one of the Participant cards the benefits will only be payable once.

FRAUD CLAUSE:

Any fraud, concealment, or deliberate misstatement by an Person Covered in connection with the making of any claim hereunder shall render this Takaful cover null and void in so far as it relates to the Person Covered in question but any such fraud, concealment, or deliberate misstatement by or known to the Participant shall render the whole Takaful cover null and void and all claims hereunder shall be forfeited.

MAXIMUM SUM COVERED

The maximum Sum Covered payable per card is up to limit in Table A irrespective of the number of air tickets/travel packages purchased under the Credit Card.

TAKAFUL AND SURPLUS DISTRIBUTION CLAUSE

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 mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates:

Commission: Up to 25% of Contribution
 Management Expenses: Total Wakalah Fee less Commission
 Total Wakalah Fee: 45% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah. The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their Takaful certificates.

In the event of insufficient balance in the Fund to pay the Participant's

Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's Fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The

Fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

Definitions:

"General Takaful Fund ("Fund")" means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

"Ju'alah" is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

"Qard" in the context of this Certificate, means an interest-free loan which is given by the Takaful Operator to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to the Takaful Operator's mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to the Takaful Operator's mismanagement or negligence, the Takaful Operator will make the outright transfer for the insufficiency.

"Tabarru" means contribution donation or gift. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

"Takaful" means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

"Wakalah" refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorised the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

**SANCTION LIMITATION
AND EXCLUSION
CLAUSE**

This Takaful Certificate shall not provide cover and the Takaful Operator shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, provision of such benefit would expose the Takaful Operator to any Sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**COMMUNICABLE
DISEASE
EXCLUSION**

Notwithstanding any provision to the contrary within this takaful this takaful agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the Participant, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

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

**CYBER RISK
EXCLUSION**

This Certificate shall not cover any loss of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with Cyber Act.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.



**INFECTIOUS OR
CONTAGIOUS
EXCLUSION
PHEIC**

Infectious or contagious disease means any disease capable of being transmitted from an This **takaful** Contract does not cover claims in any way caused by or resulting from an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).

This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC. Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means

ADDITIONAL BENEFITS

1. MISSED CONNECTIONS

If the Person Covered's confirmed onward connecting scheduled flight is missed at the transfer point due to the late arrival of the Person Covered's incoming confirmed connecting scheduled flight and no alternative onward transportation is made available to the Person Covered within twelve (12) hours of the actual arrival time of his or her incoming flight, the Takaful Operator will indemnify the Participant for the Maybank Islamic Visa Corporate Card-i charges incurred in respect of hotel accommodation and expenses incurred in respect of restaurant meals or refreshments up to the limit expressed in A1 of Additional Benefits for the Participant Maybank Islamic Visa Corporate Card-i Cardholder, provided that the receipts can be produced.

2. LUGGAGE DELAY

If the Person Covered's accompanied checked-in luggage is not delivered to him or her within twelve (12) hours of the Person Covered's arrival at the scheduled destination point of his or her flight, the Takaful Operator will indemnify the Participant for Maybank Islamic Visa Corporate Card-i charges incurred at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to the limit expressed in B.1 of Additional Benefits for the Participant Maybank Islamic Visa Corporate Card-i Cardholder, provided that the receipts can be produced.

3. LUGGAGE LOSS

If the Person Covered's accompanied checked-in luggage is not delivered to him or her within forty eight (48) hours of the Person Covered's arrival at the scheduled destination point of his or her flight, such luggage will be assumed to be permanently lost and the Takaful Operator will indemnify the Participant for Maybank Islamic Visa Corporate Card-i charges within ninety six (96) hours of his or her arrival at such scheduled destination in respect of the emergency purchase of essential clothing and requisites up to the limit expressed in C.1 of Additional Benefits for the Participant Maybank Islamic Visa Corporate Card-i Cardholder, provided that the receipts can be produced.

4. REPATRIATION OF MORTAL REMAINS

In the event of the death of an Person Covered whilst on a covered trip, Takaful Operator will pay up to an amount of RM 5,000.00 in respect of the costs for the Repatriation of the Mortal Remains of the deceased to the location selected by the Person Covered's legal representatives.

The Certificate in respect of Additional Benefits 1, 2 & 3 above does not cover any loss caused or contributed by:-

- a. War or any act of war whether declared or undeclared.
- b. Any illegal act by or on behalf of the Person Covered and/or his or her beneficiaries.
- c. While serving as an operator or crew member of any conveyance.
- d. Confiscation or requisition by customs or other governmental authority.
- e. Failure to take reasonable measures to save or recover lost luggage.
- f. Failure to notify the relevant airline authorities of missing luggage at the destination point and to obtain and complete a Property Irregularity Report.

THE SCHEDULE

In respect of any Person Covered under the age of 16 years at the date of commencement of the covered trip payment for Death as provided for herein shall be limited to the amount of RM1,000.00

Definitions: 'Permanent Total Disablement' means disablement which entirely prevents the Person Covered from attending to any business or occupation of any kind and every kind and which last twelve (12) calendar months and at the expiry of that period is deemed beyond hope of improvement.

'Loss of Limb' means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.

Compensation shall be payable only when the claim shall have been proven to the satisfaction of the Takaful Operator.

The benefits payable for Cards issued will be in Ringgit Malaysia (RM).

Table A - Applicable to Maybank Islamic Banking

1. Automatic Travel Personal Accident Takaful

Schedule of Benefit		Maybank Islamic Visa Corporate Card-i	
Bodily Injury as defined resulting in			
I)	Death - occurring within twelve calendar months of bodily injury	RM	700,000.00
II)	Total and Irrecoverable Loss of Sight of Both Eyes	RM	700,000.00
III)	Total and Irrecoverable Loss of Sight of One Eye	RM	350,000.00
IV)	Loss of Two Limbs	RM	700,000.00
V)	Loss of One Limb	RM	350,000.00
VI)	Total and Irrecoverable Loss of Sight of One Eye and Loss of One Limb	RM	700,000.00
VII)	Permanent Total Disablement (other than Total Loss of One or Both Eyes or Loss of Limb)	RM	700,000.00

2. Additional Benefits

		Maybank Islamic Visa Corporate Card-i
A. Flight Misconnection		
A.1	Person Covered	RM 200.00
B. Luggage Delay		
B.1	Person Covered	RM 200.00
C. Luggage Loss		
C.1	Person Covered	RM 200.00
D. Repatriation of Mortal Remains		
		RM 5,000.00 per person

SCHEDULE

TAKAFUL OPERATOR	:	ETIQA GENERAL TAKAFUL BERHAD
CERTIFICATE NO	:	TPG – C0370932 – W1
PARTICIPANT	:	MAYBANK ISLAMIC BERHAD CREDIT CARD ON BEHALF OF ITS MAYBANK ISLAMIC VISA CORPORATE CARD-I CARDHOLDERS AS DECLARED.
PERIOD OF TAKAFUL	:	01 JANUARY 2024 TO 31 DECEMBER 2024 (Both days inclusive)
STAMP DUTY	:	RM10.00