

## PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to participate in the Workmen's Compensation Scheme.

Please be sure to also read the general terms and conditions.



### Workmen's Compensation Scheme

Date: 1 September 2018

#### 1. What is this scheme about?

This Scheme is provided to comply with Section 26 of the Workmen's Compensation Act 1952, (Amended 1996). The Act lays out rules and regulations for an employer in relation to the legal liability to protect the interest of his workforce.

#### 2. What are the Shariah concepts applicable?

This scheme applies the Shariah concepts of Wakalah and Tabarru'.

Wakalah is a contract where the participant appoints the takaful operator to carry out transactions on behalf of the participant to invest and manage the contribution in the General Takaful Fund (hereinafter referred to as "GTF") in accordance with the Shariah. As a return, the participant allows the takaful operator to deduct a certain amount as a wakalah fee for the services rendered.

Contribution less wakalah fee will be credited to the GTF as Tabarru' (a.k.a. cost of insurance in conventional insurance).

Tabarru' means a donation for the purpose of which is not commercial and is used to help other participants in times of misfortune for the purposes of solidarity, brotherhood and cooperation among participants.

Any surplus arising from the GTF will be shared and allocated between the GTF and Syarikat Takaful Malaysia Am Berhad (the Company) in accordance with the proportions of:

- (a) 50% of the surplus will be allocated to the GTF, which will be declared and distributed to the eligible participants in the form of Cash Back; and
- (b) 50% of the surplus will be allocated to the Company.

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

The entitlement, declaration and amount of Cash Back shall be determined and distributed at the Company's sole and absolute discretion. Cash back (if any) will only be payable to the eligible participants provided no claims have been made and no benefits have been received during the current Period of Takaful.

### 3. What are the covers / benefits provided?

This scheme covers:

- a) For personal injury sustained by accident or disease arising out of and in the course of his/her employment under:
  - i) The Workmen's Compensation Act 1952 and subsequent amendments to the Act,
  - ii) At Common Law
- b) All costs and expenses incurred with the written consent of the Takaful Operator in defending any claim for such compensation.

Duration of cover is for one year. You need to renew your certificate annually.

### 4. How much contribution do I have to pay?

The total annual contribution that you have to pay may vary depending on the risk exposure, sum covered, nature of your business and our underwriting requirements.

Subject to a minimum contribution of RM100.00.

### 5. What are the fees and charges that I have to pay?

| Type         | Amount  |
|--------------|---|
| Wakalah Fees | 70% of contribution of which: <ul style="list-style-type: none"><li>- Commission – 25%</li><li>- Other expenses – 45%</li></ul> |
| Stamp Duty   | RM10.00   |
| Service Tax  | 6% of the contribution paid   |

### 6. What are some of the key terms and conditions that I should be aware of?

Some of the key terms and conditions that you should be aware of are:

- **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.

- **Change in Risk** - you must inform the company or your agent in writing of any material changes during the certificate period so that the necessary amendments are endorsed into your certificate.
- **Duty of Participant** - you shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
- **Excess** - is the first amount of loss that you have to bear in the event of a claim.

**7. What are the major exclusions under this scheme?**

This Scheme does not cover certain losses, such as:

- i) War exclusions
- ii) Employees of sub-contractors (unless specifically covered).
- iii) An employee who is not a “workman” within the meaning of the Ordinance.
- iv) Common Law (unless cover is extended and additional contribution is paid)
- v) Any other events prohibited by Shariah principles

Note:

This list is non-exhaustive. Please refer to the Certificate for the full list of exclusions under this scheme.

**8. Can I cancel my certificate?**

You may cancel your certificate at any time by giving a written notice to us. Upon cancellation, you are entitled to a partial refund of the contribution provided you have not made any claim.

**9. What do I need to do if there are changes to my contact details?**

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

**10. Where can I get further information?**

Should you require additional information on the Workmen's Compensation Scheme, you can contact us or any of our branches or from our agent.

If you have any enquiries, please contact:

**Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Am Berhad (1246486-D)

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

P.O. Box 11483,

50746 Kuala Lumpur.

Tel: 1-300 88 252 385

Fax: 603 - 2274 0237

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

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

**11. Other types of similar cover available.**

Please refer to our branches or agents for other similar types of cover available.

**IMPORTANT NOTE:**

**YOU SHOULD READ AND UNDERSTAND THIS SCHEME AND DISCUSS WITH THE AGENT OR CONTACT US DIRECTLY FOR MORE INFORMATION.**

Syarikat Takaful Malaysia Am Berhad is licensed under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

The information provided in this disclosure sheet is valid as at 1 September 2018.