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| <p>PRODUCT DISCLOSURE SHEET (Read this Product Disclosure Sheet before you decide to take the <i>Public Liability Takaful</i>. Be sure to also read the general terms and conditions.)</p> | <p>PUBLIC LIABILITY TAKAFUL</p> <p>Date: _____</p> |
| <p><u>Consumer Takaful Contract</u></p> <p>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.</p> <p>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.</p> <p>The above duty of disclosure shall continue until the time your contract of Takaful is entered into, varied or renewed with us.</p> <p>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.</p> <p>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.</p> <p><u>Non-Consumer Takaful Contract</u></p> <p>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.</p> <p>The above duty of disclosure shall continue until the time your contract of Takaful is entered into, varied or renewed with us.</p> <p>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.</p> | |
| <p>1. What is this product about?</p> <p>The Public Liability Takaful Certificate protects the Participant in respect of his legal liability to pay compensation for accidental bodily injury or accidental damage to the property of the other person caused by the negligence of the Participant or his employees or by any defect in the premises owned or any defects in the ways, works of the Participant. In addition, the certificate also covered litigation costs and expenses for defense with the written consent of the Takaful Operator.</p> | |
| <p>2. What are the applicable Shariah concepts?</p> <ul style="list-style-type: none"> • Takaful: An arrangement based on mutual assistance under which takaful participants agree to contribute to a common fund providing for mutual financial benefits payable to the takaful participants or their beneficiaries on the occurrence of pre-agreed events. • Wakalah: Participants appoint the Takaful Operator to manage Takaful contributions by charging a Wakalah Fee for their services as approved by the regulatory authorities. • Tabarru: It is a donation where participants agree to pay their contribution to a special account known as the General Risk Investment Account. The contribution will be used to help other covered persons in times of misfortune. • Hibah: If there is a Surplus Sharing declared at the end of each financial year, it will be shared equally between the Participant and Zurich Takaful Malaysia Berhad at 50:50 ratio based on Hibah contract. | |
| <p>3. What are the covers / benefits provided?</p> <p>The Company shall indemnify the Participant against all sum which the Participant shall become liable at law for damages and claimant's costs and expenses in respect of:- Accidental bodily injury to any person not being a member of the Participant's household or any person in the service of the Participant. Accidental damage to property not belonging to or in the custody or control of the Participant. Any legal expenses incurred by the Participant in defending legal proceedings with the Company's written consent.</p> <p>The duration of cover is for one year. You need to renew your Takaful cover annually.</p> | |

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| 4. How much contribution do I have to pay? | |
| <p>The total contribution that you have to pay may vary depending on the underwriting requirements of the Takaful Operator: Minimum Contribution Public Liability Takaful - RM100.00</p> <p>Please refer to the Takaful Consultant or the Takaful Operator directly for more information.</p> | |
| 5. What are the fees and charges that I have to pay? | |
| Types | Amount |
| <ul style="list-style-type: none"> • Wakalah fees • Goods and Services Tax (GST)* • Stamp Duty <p>* Goods and Services Tax - Upon enforcement of the Goods and Services Tax (GST), Zurich Takaful Malaysia Berhad (<i>formerly known as MAA Takaful Berhad</i>) reserves the right to collect the GST at a prescribed rate on each certificate and payable by all certificate owners.</p> <p>Your obligation to pay GST shall form part of the Terms and Conditions in your Takaful Certificate.</p> | <ul style="list-style-type: none"> • (43% of the contribution) of which : <ul style="list-style-type: none"> ○ Commission - 25% of the contribution ○ Management Expenses – 18% of the contribution • 6% of the contribution paid • RM10.00 |
| 6. What are some of the key terms and conditions that I should be aware of? | |
| <ul style="list-style-type: none"> • Importance of disclosure – you must give all the facts in your application form fully and faithfully. <p>Note: This list is non-exhaustive. Please refer to the certificate contract for the term and conditions under this certificate. Contact Zurich Takaful Malaysia Berhad (formerly known as MAA Takaful Berhad) if you have not received the Takaful certificate after one month of participation.</p> | |
| 7. What are the major exclusions under this certificate? | |
| <p>This certificate does not cover certain losses, such as:</p> <ul style="list-style-type: none"> • War and Terrorism Exclusion • Cyber Liability Exclusion • Asbestosis Exclusion • Any other events prohibited by Shariah principles. <p>Note: This list is non-exhaustive. Please refer to the sample certificate contract for the full list of exclusions under this certificate.</p> | |
| 8. Can I cancel my certificate? | |
| <p>You may cancel your certificate by giving thirty (30) days written notice to the Takaful Operator. Upon cancellation, you are entitled to a refund of the contribution paid based on the percentage of the Certificate unexpired period.</p> | |
| 9. What do I need to do if there are changes to my contact details? | |
| <p>It is important that you inform us of any changes to your contact details to ensure that all correspondences reach you in a timely manner.</p> | |
| 10. Where can I get further information? | |
| <p>Should you require additional information about Public Liability Takaful, please visit www.zurich.com.my or contact us for any enquiries at:</p> <p>Zurich Takaful Malaysia Berhad, (Formerly known as MAA Takaful Berhad) 8th Floor, No.566, Jalan Ipoh, 51200 Kuala Lumpur.</p> <p>Tel : 603-6287 6666 Fax : 603-6259 0088</p> | |

11. Other similar types of plan available

- 1) Product Liability Takaful
- 2) Professional Indemnity Liability Takaful
- 3) Comprehensive General Liability
- 4) Directors' and Officers' Liability Takaful
- 5) Medical Malpractice Liability Takaful
- 6) Office Bearers' Liability and Body Corporate Reimbursement Takaful

IMPORTANT NOTE:

YOU MUST ENSURE THAT YOUR PROPERTY IS COVERED AT THE APPROPRIATE AMOUNT. YOU SHOULD SATISFY YOURSELF THAT THIS CERTIFICATE WILL BEST SERVE YOUR NEEDS. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE CONSULTANT OR CONTACT THE TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.

Zurich Takaful Malaysia Berhad (*formerly known as MAA Takaful 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 from 02 August 2016 until a revision is issued.