

<h2>PRODUCT DISCLOSURE SHEET</h2> <p>(Read this Product Disclosure Sheet before you decide to participate in the <b>IKHLAS</b> Workmen's Compensation Takaful. Be sure to also read the general terms and conditions of this Takaful Certificate.)</p>	<p><b>TAKAFUL IKHLAS GENERAL BERHAD</b> (Member of PIDM)</p> <p>(Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)</p> <hr/> <p><b>IKHLAS WORKMEN'S COMPENSATION TAKAFUL</b></p> <hr/> <p>Date: _____</p>
<p><b>1) What is this product about?</b></p> <p>This product provides cover to the employer in respect of the statutory liability under the Workmen's Compensation (Law) as well as Common Law to employees who are generally not covered under SOCSO.</p>	
<p><b>2) What are the Shariah concepts applicable?</b></p> <ul style="list-style-type: none"> <li>• <b>Tabarru'</b> – shall mean donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help all Takaful Participants in times of misfortune. In the context of the Company, Tabarru' will be allocated into the Participants' Risk Fund.</li> <li>• <b>Wakalah</b> – refers to a contract where a party, as principal (<i>muwakkil</i>) authorizes another party as his agent (wakil) to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, we are appointed as an agent (wakil) to carry out the Takaful Business and a Wakalah fee (<i>Ujrah</i>) to be paid to the Company.</li> </ul> <p><b>Note:</b> Please refer to the Takaful Certificate for more information.</p>	
<p><b>3) What are the covers / benefits provided?</b></p> <p>An employer could be held liable at Common Law due to:</p> <ul style="list-style-type: none"> <li>• Personal negligence;</li> <li>• Failure to provide a safe place and safe system of work;</li> <li>• Failure to exercise reasonable care in recruitment of competent staff; and</li> <li>• Failure to provide proper machinery and maintain them in good working order</li> </ul> <p><b>Note:</b> Please refer to the Takaful Certificate for the specific terms and conditions applicable to the benefits stated above.</p> <p>Duration of cover is for one (1) year or more i.e. the entire duration of the contract for project related risks. The coverage for this product is not subject to renewal.</p>	
<p><b>4) How much Takaful Contribution do I have to pay?</b></p> <p>The total Takaful Contribution that you have to pay may vary depending on the underwriting requirements and annual payroll declared to the Company:</p> <ul style="list-style-type: none"> <li>○ Common Law Limit : RM _____</li> <li>○ Estimated Annual Earnings : RM _____</li> <li>○ Rate applicable : _____ %</li> <li>○ Payable Takaful Contribution : RM _____</li> </ul>	

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

The following charges are applicable:

What you have to pay in addition to the Takaful Contribution amount :-

- Applicable taxes are chargeable at the prevailing rates
- Stamp duty : RM10.00

What is included in the Takaful Contribution amount :-

- Wakalah Fees -
  - ✓ Commissions : 15% of Takaful Contribution
  - ✓ Management Expenses : 35% of Takaful Contribution

What you have to pay if you cancel the Takaful Certificate :-

- Cancellation Fee : RM10.00

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

### Duty of Disclosure

- 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 any 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 have taken reasonable care in answering the questions may result in avoidance of your contract of Takaful, refusal or reduction of your claim(s), change of the 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.

### Takaful Contribution Warranty

- Takaful Contribution due to the Company must be paid and received by the Company within sixty (60) days from the inception date of this Takaful Certificate or Endorsement/ renewal Takaful Certificate. If the condition is not complied with, this Takaful Certificate shall be automatically cancelled and the Company shall be entitled to the pro-rated Takaful Contribution for the period the Company provides the cover.

### Amount to be Covered

- You must ensure the appropriate amount of sum covered is applied at the inception of the cover.
- If the amount covered is less than the actual value at the time of loss, you are deemed to be responsible for the difference and bear a proportional share of the loss.
- Excesses, if any, being the amount you have to bear before we indemnify you, are applicable for certain Perils, such as claims against overflowing of water tanks, windstorm, earthquake and flood.

### Surplus

- The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the Risk Fund at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.
- Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. Upon Takaful Certificate expiry, if the amount due to Takaful Participants is less than RM10, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful participants as an act of good deed. The threshold, method and time of settlement of the surplus distribution shall be defined in the Surplus Management Policy. The threshold is not applicable if the Takaful Participants provided their banking information to the Company.

## 7) What are the major exclusions under the Takaful Certificate?

The Company shall not be liable under this Takaful Certificate in respect of:

- (a) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny insurrection rebellion revolution or military or usurped power.
- (b) the Takaful Participant's liability to employees of contractors to the Takaful Participant.
- (c) any employee who is not a "workman" within the meaning or the Law(s).
- (d) any liability of the Takaful Participant which would have been entitled to recover from any party but for an agreement between the Takaful Participant and such party.
- (e) any sum which the Takaful Participant would have been entitled to recover from any party but for an agreement between the Takaful Participant and such party.
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material.
  - (ii) ionizing radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

**Note:** This list is non-exhaustive. Please refer to the Takaful Certificate for the full list of exclusions under this Takaful Certificate.

## 8) Can I cancel my Takaful Certificate?

You may cancel your Takaful Certificate by giving written notice to us. Upon cancellation, you are entitled to a refund of the pro rata Takaful Contribution for the unexpired period of cover. No refund of Takaful Contribution is allowed if there is a claim under the Takaful Certificate.

## 9) What do I need to do if there are changes to my contact details?

It is important that you inform us of any change 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 about *IKHLAS* Workmen's Compensation Takaful, please contact us at:

**Takaful Ikhlas General Berhad**  
Customer Relationship Management Department,  
IKHLAS Point, Tower 11A, Avenue 5, Bangsar South,  
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.

Tel: 03-2723 9696

Fax: 03-2723 9998

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

E-mail: [ikhlascare@takaful-ikhlas.com.my](mailto:ikhlascare@takaful-ikhlas.com.my)

## 11) Other similar types of cover available.

- *IKHLAS* Employer's Liability Takaful

#### Notification of PIDM's Protection

The benefits payable under eligible Takaful Certificate are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Takaful Ikhlas General Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

#### IMPORTANT NOTE:

**YOU SHOULD ENSURE THAT YOUR TAKAFUL IS COVERED AT THE APPROPRIATE AMOUNT AS IT WILL AFFECT THE AMOUNT YOU CAN CLAIM. YOU SHOULD READ AND UNDERSTAND THE TAKAFUL CERTIFICATE AND DISCUSS WITH THE AGENT OR CONTACT TAKAFUL OPERATOR DIRECTLY FOR MORE INFORMATION.**

*The information provided in this Product Disclosure Sheet is valid as at 01/05/2024*