



## **MASTER CERTIFICATE MIKROSAYANG**

MASTER CERTIFICATE NO. : MK001  
DATE OF ISSUE : 01 June 2026  
CERTIFICATE OWNER : Great Eastern Takaful Berhad  
CERTIFICATE OWNER'S ADDRESS : Level 3, Menara Great Eastern,  
303 Jalan Ampang,  
50450 Kuala Lumpur  
TAKAFUL OPERATOR : Great Eastern Takaful Berhad 201001032332 (916257-H)

In participation into this Takaful Scheme, subject to the payment of the Contributions by **GREAT EASTERN TAKAFUL BERHAD** (hereinafter called "the Certificate Owner"), We, **GREAT EASTERN TAKAFUL BERHAD** (hereinafter called "the Takaful Operator", "Our", "Us" or "We"), as manager of the Takaful Fund hereby agree to pay, on behalf of the Participant (as defined herein), the benefits from the *Tabarru'* Fund under this Master Certificate (hereinafter called "this Certificate") in respect of each of the Person Covered (as defined herein) in accordance with and subject to the provisions of this Certificate.

It is hereby declared and agreed that the coverage under this Certificate is given on the basis of and in reliance upon the statements, representations and information supplied and/or to be supplied to us by the Participant and each of the Person Covered and that if any of such statements, representations and information is found to be false or untrue, we reserve the right not to pay any of the benefits granted hereby. Similarly, we reserve such right in the event statements, representations and information which ought to have been supplied to us are not so supplied.

**IN WITNESS WHEREOF, We have caused this Master Certificate to be executed and to be effective in accordance with the terms and conditions contained herein.**

**JASVEEN KAUR MARNE**  
**APPOINTED REPRESENTATIVE**  
**GREAT EASTERN TAKAFUL BERHAD**

## CERTIFICATE INFORMATION STATEMENT

Dear Participant,

Thank You for taking up this Certificate. This is a financial security product that has been customised according to Person Covered current requirements.

You would find the following information helpful to You in future. This reflects, where applicable, the provisions of the Islamic Financial Services Act 2013. All statements and representations (if any) made by Great Eastern Takaful Berhad ("Us") in this Certificate Information Statement are made in good faith based on Our reasonable knowledge as at Issue Date, and We accept and undertake no liability whatsoever for the accuracy of any and all subsequent changes or amendments to any law, regulation or practice relating to and affecting the validity or accuracy of the same. You may at all times seek independent advice from any advocate and/or solicitor and/or tax consultant in order to ascertain Your rights and entitlements under or relating to this Certificate before making any decision. The benefit(s) payable under eligible certificate/product is(are) protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System (TIPS) Brochure or contact Great Eastern Takaful Berhad or PIDM (visit [www.pidm.gov.my](http://www.pidm.gov.my)).

### **PROOF OF AGE**

Proof of age is needed before any benefit can be paid. Please produce the Person Covered's National Registration Identity Card upon claims submission at Our website: [www.mikrosayang.com](http://www.mikrosayang.com).

### **NOMINATION**

Where applicable, You or the Person Covered may nominate one or more individuals to receive the Takaful benefits payable upon Your / Person Covered's death,

- as an Executor, or
- as a Beneficiary under Conditional Hibah;

according to the percentage assigned. The nomination form is available on Our website: [www.mikrosayang.com](http://www.mikrosayang.com).

If there is no nomination, or the nominee(s) that was / were nominated passes away before You / Person Covered and there is no new nomination made, the Takaful benefits will be part of Your / Person Covered's estate, and shall be distributed according to the applicable distribution law.

### **CHANGE OF ADDRESS**

It is important that You to inform Us immediately in writing of any change in Your contact information to ensure that You receive letters or notices, etc. from Us. Any change in Your nominee's contact information should also be notified to Us to facilitate the payment of claim.

### **SURRENDER VALUES**

Family Takaful is a financial security. Once You have it, please do not give it up! Any change of health or circumstance may mean one of two things to You or Your family:

- You may not be able to have Family Takaful protection
- or
- You may have to contribute substantially more for the same protection.

So, be regular and prompt with Your Contributions payments. Your Certificate is an asset. Should the Certificate is surrendered, You may receive less than the amount You contribute in. **It may not be advantageous to surrender or replace an existing Certificate with a new one in order for You to enjoy continuous financial protection.** Please consult Us by calling Our Careline before making Your decision.

## CONTRIBUTION PAYMENT

You can pay Contributions annually, semi-annually, quarterly or monthly, whichever suits you best and through any of the following methods:

(a) Credit / Debit Card:	You can make Contribution payment through Visa or MasterCard card via Our online portal MikroSayang ( <a href="http://www.mikrosayang.com">www.mikrosayang.com</a> ) payment gateway by eGHL and register the card for recurring Contribution payment.
(b) FPX:	You can pay Your Contribution via FPX provided by eGHL from MikroSayang website ( <a href="http://www.mikrosayang.com">www.mikrosayang.com</a> ).
(c) Cash through Mydin or KK Mart:	You can pay Your Contribution offline by generating the payment code via MikroSayang website when you sign up for any of the available products and proceed with cash payment at any Mydin or KK Mart nearest to you.

E-receipt will be issued and all the payment made under auto payment transaction will be reflected in Your FAMILY TAKAFUL CONTRIBUTION STATEMENT issued by Us on yearly basis.

## FREE LOOK PERIOD

You/Person Covered may cancel the Takaful Certificate within fifteen (15) days after the date of Takaful Certificate by way of a written notice to Us.

The following will be refunded to You:

- any Contribution which has been paid in respect of this Certificate less any expenses incurred for the medical examination of the Person Covered, upon which the Certificate shall be deemed cancelled and our liability thereunder shall cease.

For cancellation or termination request after the free look period, no refund of Contribution will be provided, however, the coverage will still continue until the end of the next Contribution due date.

## SUBMISSION OF CLAIM

To make a claim, please write to Us immediately after the event occurred and submit all documents and related forms that are necessary for Your claim under this Certificate. The claims forms can be obtained from Our website. Proof of claim must be accepted and approved by Us to facilitate payment of any benefit.

## ENQUIRIES ON YOUR CERTIFICATE

You can contact any of Our offices listed on Our website at [www.greateastertakaful.com](http://www.greateastertakaful.com) or Our Customer Careline at 1300 13 8338 for any enquiries on Your Certificate during Our office hours from 8.30 a.m. to 5.15 p.m. by either quoting Your Certificate number or Our reference number.

## CUSTOMER FEEDBACK UNIT

Any feedback related to Your Certificate can be made to Our Customer Feedback Unit at

Customer Feedback Unit  
Great Eastern Takaful Berhad  
Level 3, Menara Great Eastern  
303 Jalan Ampang  
50450 Kuala Lumpur.

Careline No. : 1 300 13 8338  
Telephone No. : (603) 4259 8338  
Fax No. : (603) 4252 7528  
Email : [cfu@greateastertakaful.com](mailto:cfu@greateastertakaful.com)  
Website : [www.greateastertakaful.com](http://www.greateastertakaful.com)

If You are not satisfied with Our response, You can refer to the Financial Markets Ombudsman Service (FMOS) or Bank Negara Malaysia's BNMLINK.

**FINANCIAL MARKETS OMBUDSMAN SERVICE or CUSTOMER SERVICES BUREAU, BANK NEGARA MALAYSIA**

You may make or submit Your complaint to the Financial Markets Ombudsman Service or Bank Negara Malaysia's BNMLINK within six (6) months from Our Customer Feedback Unit's decision. Please contact Our Customer Feedback Unit for further assistance or if You require any clarification on the above. The followings are the contact details of FMOS or BNM:

**Financial Markets Ombudsman Service (Registration No: 200401025885)**

Level 14, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Telephone No. : (603) 2272 2811

Website : [www.fmos.org.my](http://www.fmos.org.my)

**Bank Negara Malaysia**

**BNMLINK Contact Centre**

Address : 4<sup>th</sup> Floor, Podium Bangunan AICB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur.

Telephone No. : 1 300 88 5465; Overseas: (603) 2174 1717;

Fax No : (603) 2174 1515

Web Form : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

SAMPLE

## PRIVILEGES AND CONDITIONS

### GLOSSARY (Clause 1)

#### 1. DEFINITIONS AND INTERPRETATIONS

In the Certificate, where the context so admits, the masculine gender shall include the feminine, and likewise, the singular word shall include the plural and vice versa, and the following words and expressions shall have the following meanings unless otherwise stated:-

**“Accident”** means an incident which results in injury to the Person Covered caused solely and directly by accidental, violent, external and visible means and independently of all other causes of which (except in the cases of drowning or of internal injury revealed by an autopsy) there is as evidence a visible contusion or wound on the exterior of the body.

**“Activities of Daily Living”** means all of the following:

- (a) Transfer  
Getting in and out of a chair without requiring physical assistance.
- (b) Mobility  
The ability to move from room to room without requiring any physical assistance.
- (c) Continence  
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) Dressing  
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) Bathing/Washing  
The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) Eating  
All tasks of getting food into the body once it has been prepared.

**“Category I Covered Events”** means the events named as Heart Attack, Coronary Artery By-Pass Surgery, Cancer, Angioplasty and Other Invasive Treatments for Coronary Artery Disease, Other Serious Coronary Artery Disease specified and as defined under Covered Event below.

**“Category II Covered Events”** means the events specified and as defined under Covered Event below other than those events classified under Category I Covered Events.

**“Certificate”** means this Master Certificate and includes the Privileges and Conditions, Master Certificate Schedule, annexure, endorsement or schedule herein, or as may be issued by Us from time to time, any amendment as may be made, approved and signed by Us from time to time will be notified to the Participant and/or Person Covered, the application made, proposal form and/or any other form or statement/declaration signed by the Participant and/or the Person Covered, which shall collectively constitute and form the entire Certificate of Takaful herein.

**“Certificate Owner”** means the owner of this Certificate, as mentioned in the cover page of this Certificate.

**“Commencement Date”** means the date this Certificate commences.

**“Consultant Neurologist”** means a Medical Practitioner who is board certified in neurology and a Fellow of the Neurological Society in the United Kingdom, the United States of America, Canada or Australia.

**“Covered Event”** means any of the events as specified and defined under Definitions of Covered Event in this Certificate.

**“Covered Member”** means an Eligible Member in respect of whom a Takaful Coverage under this Certificate has been effected.

**“Diagnosis”** means the definitive diagnosis made by a Medical Practitioner or Consultant Neurologist, based upon such specific evidence, referred to in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us.

Such diagnosis must be supported by Our appointed Medical Practitioner who may base his opinion on the medical evidence submitted by the claimant and/or any additional evidence he may require.

**“Disability”** means a Sickness, Disease, Illness or the entire Injury arising out of a single or continuous series of causes.

**“Doctor”** or **“Physician”** or **“Surgeon”** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering his service, is practising within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Person Covered himself.

**“Effective Date”** means a commencement date as notified by Us to the Person Covered, from which the Takaful Coverage has become effective.

**“Eligible Member”** means a Member who holds a Malaysian citizenship or permanent residency in Malaysia and is eligible to participate in this Certificate.

**“Hospital”** means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (a) has facilities for diagnosis and major surgery,
- (b) provides 24 hour a day nursing services by registered and graduate nurses,
- (c) is under the supervision of a Physician, and
- (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**“Injury”** means bodily injury caused solely by Accident.

**“Investment Loss/Profit”** means the loss or profit arising from managing the investment in Shariah-compliant securities and activities of the *Tabarru’* Fund.

**“Ju’alah”** means compensation for a given service, where the Participant will share the Underwriting Surplus with Us on a pre-agreed ratio.

**“Medical Practitioner”** means a surgeon or physician qualified by a degree in western medicine, and who is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his practice, and who also possesses a current Annual Practicing Certificate issued by the Malaysian Medical Council, but excludes the Person Covered and the spouse or near relative of the Person Covered.

**“Medically Necessary”** means a medical service which is:-

- (a) consistent with the diagnosis and customary medical treatment for a covered disability,
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits,
- (c) not for the convenience of the Person Covered or the Medical Practitioner, and unable to be reasonably rendered out of hospital (if admitted as an Inpatient),
- (d) not of an experimental, investigational or research nature, preventive or screening nature, and
- (e) for which the charges are fair and reasonable and customary for the disability.

**“Member”** means a person who is introduced by the Participant to Us and who is eligible to participate under this Certificate.

**“Misrepresentation”** means the definition ascribed to it under the Islamic Financial Services Act 2013 and which includes innocent, reckless or deliberate misrepresentation.

**“Mudharabah”** means We act as an entrepreneur (*Mudharib*) that manages the collected funds based on an investment mandate with a set of predefined ethical guidelines and Participant as capital provider (*Rabbul Mal*). In return, We will share the profit with the Participant on the investment return based on pre-agreed ratio. Meanwhile, any investment Loss shall be borne by Participant as the capital provider (*Rabbul Mal*) up to the capital value provided that such loss is not due to Our misconduct (*Ta`addi*), negligence (*Taqsir*) or breach of specified terms (*Mukhalafah al-Shurut*).

**“Panel Hospital”** means a registered government Hospitals including University Hospitals and hospital built for the arms forces.

**“Person Covered”** means a Covered Member in respect of whom coverage under this Certificate / the Takaful Certificate has been effected.

**“Period of Coverage”** means the twelve (12) months period which starts on the Effective Date or the twelve (12) months period following renewal for the respective Person Covered.

**“Plan A”**, **“Plan B”** or **“Plan C”** means the type of plan offered under this Certificate as specified in the Schedule of Benefits.

**“Pre-Existing Illness”** means any illness or disability in which a Person Covered has reasonable knowledge of, prior to the Effective Date. A Person Covered may be considered to have reasonable knowledge of a Pre-existing Illness where the condition is one for which:-

- (a) the Person Covered had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

**“Qard”** means an interest-free loan provided by Us in the event of deficit in the *Tabarru’* Fund. The *Qard* is repayable from the future Underwriting Surplus of the *Tabarru’* Fund.

**“Specified Illnesses”** means the following disabilities and its related complications, occurring within the first 120 days from the Effective Date. However, if there is a break in coverage prior to the expiry of the said 120 days, a fresh period of 120 days shall apply again. The 120 days period shall not be re-applied upon renewal of the same plan with Hospitalisation Benefit or upon participation of a different plan with Hospitalisation Benefit. For participation in a new plan with Hospitalisation Benefit plan which was not applicable in the previous plan participated, a fresh 120 days period will be applicable:-

- (a) Hypertension, diabetes mellitus or cardiovascular disease;
- (b) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
- (c) All ear, nose (including sinuses) or throat conditions, excluding flu and sore-throat;
- (d) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;
- (e) Disease of the reproduction system including endometriosis; and
- (f) Vertebro-spinal disorders (including disc) and knee conditions.

**“Sum Covered”** means the amount of coverage for which the *Tabarru’* Fund is at risk. The amount of coverage as at the Effective Date is as notified by Us to the Person Covered.

**“Survival Period”** means the Person Covered survives at least for seven (7) days from the date of diagnosis of any Covered Event before the benefit becomes payable.

**“Tabarru”** means a portion of Contribution allocated into the *Tabarru’* Fund as donation that You willingly relinquish in order to help and provide assistance to fellow Participants in need.

**“Tabarru’ Fund”** means a pool of funds established for the purpose of solidarity and cooperation among the participants that is used to help all participants in the event of misfortunes.

**“Takaful Certificate”** means the Certificate issued to the Participant for the protection of the Person Covered subject to the terms and conditions of this Certificate.

**“Takaful Coverage”** means this yearly renewable group term Takaful coverage and such other Takaful coverage as may be extended to a Person Covered.

**“Takaful Operator”, “Our”, “Us” or “We”** means Great Eastern Takaful Berhad 201001032332 (916257-H).

**“Total and Permanent Disability” or “TPD”** means a state of incapacity which:

- (a) becomes total and permanent at all times on or after occurrence of such condition, there is not any work, occupation or profession that the Person Covered can ever sufficiently do or follow to earn or obtain any wages, compensation or profit; or
- (b) is caused by any of the following:
  - (i) total and irrecoverable loss of sight of both eyes;
  - (ii) total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
  - (iii) total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle; or
- (c) renders the Person Covered disabled to such an extent as to be totally and permanently unable to perform at least three (3) of the listed Activities of Daily even with the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

For the purpose of this benefit, the word “permanent” shall mean beyond the hope of recovery with current medical knowledge and technology. The resultant permanent functional impairment is to be verified by a Registered Medical Practitioner and duly concurred by Our medical officer.

**“TPD Continuation Period”** means TPD in respect of any Person Covered must be certified by a Medical Practitioner appointed by Us, to have continued for at least six (6) consecutive months from the date of disability.

**“Type I Waiting Period”** which is only applicable to Category I Covered Events means the first sixty (60) days from the Effective Date.

**“Type II Waiting Period”** which is only applicable to Category II Covered Events means the first thirty (30) days from the Effective Date.

**“Underwriting Surplus”** means the surplus arising from the *Tabarru’* Fund after claims payable and a suitable amount is held back for contingency purposes, if any.

**“Waiting Period”** is defined as follows:-

- (a) The **Waiting Period** for Death or TPD Benefit refers to the first thirty (30) days from the Effective Date for non-accidental death or TPD.
- (b) The **Waiting Period** for Hospitalisation Benefit refers to the first thirty (30) days from the Effective Date for non-accidental Hospitalisation.
- (c) The **Waiting Period** for any Covered Event refers to Type I Waiting Period if the Covered Event is classified under Category I Covered Events or Type II Waiting Period if the Covered Event is classified under Category II Covered Events.

The Waiting Period shall not be re-applied upon renewal of the same plan or upon participation of a different plan with the same benefit. For participation in a new plan with a different benefit which was not applicable in the previous plan participated, a fresh Waiting Period for that benefit will be applicable. **“Wakalah”** means the contract of agency based on principle of **Wakalah bi al-ujrah** (or **“Upfront Charge”** or **“Unallocated Contribution”**) where the charge imposed upfront according to the percentage of Contribution paid as Participant appoints Us to manage *Tabarru’* Fund. The amount will be deducted from *Tabarru’* Fund.

**“Participant”**, **“You”** or **“Your”** means the Participant named in the Takaful Certificate.

If not specifically provided, the following interpretations will apply to this Certificate:

- 1.1 Any reference to a “business day” is to a day (not being a Saturday, Sunday or a Public Holiday in Kuala Lumpur, Malaysia) on which Our Head Office is open for business in Malaysia and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar.
- 1.2 All schedules attached to this Certificate form part of this Certificate. If there is any conflict between the schedules, annexures or attachments of this Certificate with the endorsement or Privileges and Conditions, the endorsement or Privileges and Conditions (whichever is applicable), will prevail. Where there is any conflict or discrepancy between the endorsement and the Privileges and Conditions, the endorsement shall prevail.
- 1.3 Any reference to the masculine form shall include the feminine, and likewise, the singular word shall include the plural and vice versa unless otherwise prescribed.

## **GENERAL PROVISIONS (Clause 2)**

### **2. BASIS OF CERTIFICATE**

- 2.1 Prior to the Certificate Commencement Date, You shall furnish to Us all information and proof which We may require with regard to any matter pertaining to the application of a Takaful Coverage. All documents furnished to the Participant by any Person Covered in connection with the application of Takaful Coverage, and all records and documentation as may have a bearing on this Certificate shall at all times be made available by the Participant for Our inspection.
- 2.2 Eligible Member and the Participant shall furnish Us with all statements and information as may be required by Us. All such statements and information, applications by You and/or the Person Covered, individual proposal form, medical reports, supplementary questionnaires together with all statements contained in such documents, and all other statements or information already furnished and to be furnished to You by the Person Covered from time to time giving any variations to their particulars, statement, or information (to the extent that such variations have any bearing on the Takaful Coverage) shall be the basis of this Certificate. We shall not be liable for any error or omission on its part arising solely from any error or omission from any statement, information or evidence so furnished.
- 2.3 This Certificate is issued in consideration of the Contribution payment received by Us and according to:
  - 2.3.1 the answers provided by You in the application or any subsequent questionnaires provided by Us on any matters relating to the Takaful application and any disclosures made by You between the time of submission and the time this Takaful Coverage takes effect; and
  - 2.3.2 any other reports and questionnaires;  
(collectively referred to as “Material Information”)and such Material Information shall form part of this contract of Takaful between Us and the Participant and the Person Covered. However, in the event of any pre-contractual Misrepresentation made in relation to such Material Information, the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.
- 2.4 It is Your duty to take reasonable care not to make any Misrepresentation when answering the questions or confirming or amending any matter previously disclosed before this Certificate is renewed or varied.
- 2.5 You must inform Us of any changes to the information provided in Your answers or in respect of any matter previously disclosed to Us if such changes had taken place after You have submitted the application for renewal or variation but before this Certificate is renewed or varied.
- 2.6 All Contributions due and payable under this Certificate shall be paid in Malaysian Ringgit by You directly to Us.

- 2.7 You shall pay the Contribution to Us by mode of payment as determined by Us. If a Covered Member is no longer a Member, the Takaful Coverage of that Covered Member will be terminated. We reserve the right to terminate the Takaful Coverage of a Person Covered if the mode of payment as stated in this Clause 2.7 or as determined by Us from time to time, is not adhered to by the Person Covered.
- 2.8 The Takaful Coverage effected under this Certificate shall be expressed in Malaysian Ringgit. Any benefits payable under this Certificate shall be paid to You, subject to the terms and conditions of this Certificate. A discharge and/or receipt given to Us by:
- 2.8.1 You;
- 2.8.2 any person duly authorised in writing by You to act on Your behalf; or
- 2.8.3 any person which We deem, pursuant to the provisions of the Islamic Financial Services Act 2013, to be entitled to any payment due under this Certificate;
- shall be a good, valid and sufficient discharge to Us in respect of any payment made by Us under this Certificate. A list of the Participant's and/or the Person Covered's authorised signatories shall, if necessary, be furnished to Us and be updated when required.
- 2.9 No agent or broker is authorised to make or to modify this Certificate, to extend the time for payment of Contributions, to waive any lapse or forfeiture, to waive any of Our rights or requirements, or to bind Us by making any promise or by accepting any representation or information in respect of this Certificate. This Certificate cannot be varied except in writing by the Chief Executive Officer or some other person(s) duly appointed by Our Board of Directors for the purpose.
- 2.10 The Participant shall deliver the original Certificate to Us upon Our request to do so, whether the same is necessary for, inter alia, making any endorsements, stamping, reference purpose or otherwise.

### **GENERAL CONDITIONS (Clause 3 - 7)**

#### **3. ELIGIBILITY**

- 3.1 Only Eligible Member aged between nineteen (19) years next birthday and fifty-five (55) years next birthday may be eligible to be covered under the Takaful Coverage.
- 3.2 Any variation of the foregoing shall be determined by Us.

#### **4. DATA REQUIRED**

- 4.1 No Takaful Coverage or benefits in respect of any Person Covered shall take effect under this Certificate, unless notification has been duly made and We have intimated acceptance of the risk in writing.
- 4.2 Evidence of health may be required by Us before acceptance of Takaful Coverage or benefits. Any variation or waiver of the foregoing shall be determined by Us.
- 4.3 Documentary evidence of age of the Person Covered and such other evidence to Us shall be required before any benefit in respect of his Takaful Coverage is payable under this Certificate. In the absence of a birth Certificate, an identity card shall be acceptable evidence.
- 4.4 If the Person Covered's true entry age falls outside the age range as stated in Clause 3.1 above, no Takaful Coverage shall be provided under this Certificate and the Contribution paid in respects of the Person Covered shall be refunded.
- 4.5 The Participant shall furnish Us with all information and proof which We may reasonably require with regards to any matters pertaining to the Certificate. All document furnished to the Participant by any Person Covered in connection with the coverage and other records as may have been bearing on the coverage under this Certificate, shall open for inspection by Us at all reasonable times.

#### **5. TAKAFUL BENEFIT LEVEL**

- 5.1 Every eligible Person Covered shall be entitled to the Takaful Coverage under this Certificate, with reference to the Schedule of Contribution as stated in this Certificate, and subject to the terms and conditions of this Certificate.

- 5.2 No reinstatement of a lapsed or terminated Takaful Coverage is allowed. A Person Covered whose Takaful Coverage is terminated due to any reason and who re-applies for Takaful Coverage shall be considered as a new Member under this Certificate.

## **6. WHEN A TAKAFUL COVERAGE BECOMES EFFECTIVE**

The Takaful Coverage in respect of each Person Covered shall become effective only when the following requirements are met:-

- 6.1 The acceptance by Us in writing of his proposal for Takaful Coverage; and  
6.2 We have received the Contribution for his Takaful Coverage under this Certificate.

## **7. WHEN A TAKAFUL COVERAGE BECOMES PAYABLE**

Any benefit payable under this Certificate shall only be paid if the Takaful Coverage of the Person Covered is valid and in force at the time of the occurrence of the event giving rise to the claim and subject to the terms and conditions of this Certificate.

## **CONTRACTUAL RELATIONSHIP BETWEEN YOU AND US (Clause 8)**

### **8. WAKALAH**

- 8.1 You agreed to appoint and authorise Us to manage this Takaful plan. We are authorised to implement the Takaful business in accordance with Shariah principles, legal and regulatory requirements as well as the terms stated herein. In return for the tasks to be carried out and based on *Wakalah bi al-ujrah* principles, You agreed to pay the Upfront Charge to Us.
- 8.2 Upon circumstances that would be deemed as mismanagement, negligence or breach of specified terms, We shall be liable and shall compensate for loss or damage including any actual cost suffered by You.
- 8.3 The *Wakalah* contract shall dissolve upon maturity, termination due to surrender or any circumstances as specified under Clauses 13 and 24 below. We are entitled to the Upfront Charge for the services rendered.
- 8.4 For the avoidance of doubt, mismanagement and negligence may include but not limited to the following:
- 8.4.1 poor disclosure of the investment risk that is borne by You;
- 8.4.2 non-compliance with the investment strategy or improper execution against approved policies;
- 8.4.3 investment strategy adopted by Us is inconsistent with the strategy that had been agreed with You at the point of entering into the Certificate; and
- 8.4.4 misleading information disclosed in the Product Disclosure Sheet.

## **RATES AND CHARGES (Clauses 9 - 13)**

### **9. CONTRIBUTION**

- 9.1 The Contribution will be allocated into the *Tabarru'* Fund.
- 9.2 The Contribution in respect of the Takaful Coverage for a Person Covered shall be calculated with reference to the Schedule of Contribution or any endorsement issued by Us.
- 9.3 We reserve the right to impose any additional Contribution on a Person Covered's Takaful Coverage which it deems appropriate from time to time. The quantum of the additional Contribution to be imposed shall be determined by Us.
- 9.4 Any amount of the Contribution received by Us that does not correspond to the actual Plan applied for by You/the Person Covered and approved by Us, shall be refunded in which case no Takaful Coverage in respect of the Person Covered shall be effected. Any failure to refund or any delay in refunding such Contribution by Us shall not be construed an acceptance of application of Takaful Coverage by Us.
- 9.5 If for any reason Contribution is paid for a terminated Takaful Coverage, the receipt by Us of the same shall not constitute an acceptance of the Contribution by Us nor a continuation of the Takaful Coverage but the Contribution so paid shall be refunded, and We shall be under no liability

in respect of such Takaful Coverage. However, any failure to refund or any delay in refunding such Contribution by Us shall not operate as a waiver, and the same shall not constitute an acceptance of the Contribution by Us nor a continuation of the Takaful Coverage.

## 10. UPFRONT CHARGE

- 10.1 The Upfront Charge is the amount deducted upfront from the *Tabarru'* Fund (as a percentage of Contribution less Service Tax and/or other taxes, if any) and is used to meet Our direct distribution cost and management expenses.
- 10.2 Management expenses include stamp duty of Ringgit Malaysia ten (RM10) per Master Certificate, payable by Us. Stamp duty is paid only once per Master Certificate.
- 10.3 The Upfront Charge in percentage of Contribution paid under this Certificate varies by each plan as follows:

Upfront Charge in % by Plan	Plan A	Plan B	Plan C	Plan A <sup>+</sup>	Plan B <sup>+</sup>	Plan C <sup>+</sup>
	37.36%	44.92%	38.00%	34.99%	40.03%	38.97%

## 11. TABARRU'

- 11.1 The *Tabarru'* amount shall be the balance of the Contribution paid after deducting the Upfront Charge.
- 11.2 The *Tabarru'* in respect of the Takaful Coverage for a Person Covered shall be calculated with reference to the Schedule of *Tabarru'* or any endorsement issued by Us.

## 12. VARIATION OF CONTRIBUTION, TABARRU' RATES AND OTHER CHARGES

We may vary the Contribution, *Tabarru'* Rates and other charges ("Rates and Charges") under this Certificate by giving at least thirty (30) days advance written notice ("Notice Period") to You in accordance with "Notices and Correspondence" Clause. Any revision whether to increase or decrease the Rates and Charges will take effect on the Certificate Anniversary immediately following the expiry of the Notice Period, unless and otherwise you disagree in writing and inform us within the Notice Period of your intention to surrender or terminate this Certificate.

## 13. GRACE PERIOD

- 13.1 You are allowed up to thirty (30) days from each of the Contribution due dates to pay for Your subsequent Contributions under this Certificate ("the Grace Period").
- 13.2 If any claim occurs during the Grace Period, any amount of indebtedness under this Certificate will be deducted from the claim proceeds payable to You.
- 13.3 Upon expiry of the Grace Period, this Certificate will lapse.

## TAKAFUL FUNDS PROVISIONS (Clauses 14 - 16)

### 14. TABARRU' FUND

- 14.1 Based on the Shariah concept of *Tabarru'*, You will donate a portion of Contribution into the *Tabarru'* Fund for the purpose of mutual help. *Tabarru'* Fund is owned by a pool of Participants and managed by Us for the purpose of claims payment on the events covered under this Certificate.
- 14.2 Based on the Shariah contract of *Mudharabah*, You as capital provider appoint Us as entrepreneur to undertake Shariah-compliant investment activities for the *Tabarru'* Fund on Your behalf. In return, We will share a predetermined percentage share of the investment profit while any investment loss will be borne by You. We as an entrepreneur cannot guarantee the principal amount and expected profit from the investment.
- 14.3 In the event that there is a deficit or loss in the *Tabarru'* Fund due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss, where applicable.

## 15. INVESTMENT PROFIT/LOSS

- 15.1 Any Investment Profit or Investment Loss, from the *Tabarru'* Fund shall be calculated and distributed annually, after each financial year.
- 15.2 Any Investment Profit from the *Tabarru'* Fund based on *Mudharabah* concept, will be shared between You and Us in the proportion of 50% and 50% respectively. Person Covered's allocated amount will be credited into Person Covered's bank account.
- 15.3 Any Investment Loss in *Tabarru'* Fund will be carried forward and accounted for before arriving at Underwriting Surplus (or deficit) in the following year.

## 16. UNDERWRITING SURPLUS

- 16.1 The Underwriting Surplus shall be calculated and distributed annually, after each financial year.
- 16.2 Any Underwriting Surplus that is distributable from the *Tabarru'* Fund will be determined after a suitable proportion of it is held back for contingency purpose before it is shared between You and Us in the proportion of 50% and 50% respectively. We are entitled to Underwriting Surplus based on the *Ju'alah* contract. The Person Covered's share to the Underwriting Surplus will be credited into Person Covered's bank account.
- 16.3 Any unutilised amount of Underwriting Surplus held back for contingency purpose, will be included in the calculation of the Underwriting Surplus in the following financial year.
- 16.4 The Underwriting Surplus (if any) will not be distributed if in Our judgement, the surplus should remain in the *Tabarru'* Fund to maintain the ability to meet future liabilities or to meet the Person Covered's reasonable expectations not specifically provided for in Our actuarial valuation.
- 16.5 In the event of any deficit from the *Tabarru'* Fund, there will be no Underwriting Surplus distribution for the respective financial year. Under such circumstance, the deficit will first be funded by the amount allocated for contingency purposes. If the *Tabarru'* Fund is still in deficit, the *Qard* will be arranged. The *Qard* will be carried forward to the following financial year and any surplus will be used to pay off *Qard* (if any) to Us before it is being distributed.

## **BENEFITS PROVISION (Clauses 17 - 20)**

### 17. BENEFITS

#### 17.1 DEATH BENEFIT

- 17.1.1 Where Plan A<sup>+</sup>, Plan B<sup>+</sup> or Plan C<sup>+</sup> is chosen, while this Certificate is in force and subject to the terms and conditions of this Certificate, in the event of death of the Person Covered, the Death Benefit will be payable after the applicable Waiting Period.
- 17.1.2 The benefit will be payable in one lump sum from the *Tabarru'* Fund and is guaranteed.
- 17.1.3 The Death Benefit is equivalent to Ringgit Malaysia five thousand (RM 5,000).
- 17.1.4 The fulfilment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 17.1.5 All Certificates, information and evidence required by Us will be furnished by You or Your personal representative(s) and in such a form as We may require.
- 17.1.6 The payment of any benefit pursuant to this Clause 17.1.1 shall be subject to the following:
  - 17.1.6.1 notification of death must be accompanied by documentary evidence of death;
  - 17.1.6.2 the amount of any indebtedness under this Certificate will be deducted from the claim proceeds payable; and
  - 17.1.6.3 the Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

#### 17.2 TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

- 17.2.1 Where Plan A<sup>+</sup>, Plan B<sup>+</sup> or Plan C<sup>+</sup> is chosen, while this Certificate is in force and subject to the terms and conditions of this Certificate, if the Person Covered suffers TPD, the TPD Benefit will be payable after the applicable Waiting Period.
- 17.2.2 The benefit will be payable in one lump sum from the *Tabarru'* Fund and is guaranteed.
- 17.2.3 The TPD Benefit is equivalent to Ringgit Malaysia five thousand (RM 5,000).

- 17.2.4 The fulfilment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 17.2.5 All Certificates, information and evidence required by Us will be furnished by You or Your personal representative(s) and in such a form as We may require.
- 17.2.6 The payment of any benefit pursuant to this Clause 17.2.1 shall be subject to the following:
  - 17.2.6.1 TPD Continuation Period;
  - 17.2.6.2 the amount of any indebtedness under this Certificate will be deducted from the claim proceeds payable; and
  - 17.2.6.3 the Takaful Certificate will be terminated when the Person Covered suffers TPD and all benefits and rights under it shall cease.

### 17.3 ACCIDENTAL DEATH BENEFIT

- 17.3.1 Where Plan A, Plan B or Plan C is chosen, while this Certificate is in force and subject to the terms and conditions of this Certificate, in the event of death of the Person Covered resulting from an Accident, the Accidental Death Benefit will be payable upon receipt of due proof that the death of the Person Covered occurs within ninety (90) days from the date of the Accident.
- 17.3.2 The benefit will be payable in one lump sum from the *Tabarru'* Fund and is guaranteed.
- 17.3.3 The Accidental Death Benefit is equivalent to Ringgit Malaysia five thousand (RM 5,000).
- 17.3.4 The fulfilment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 17.3.5 Written notice of the Accident with full particulars must be provided to Us immediately upon death.
- 17.3.6 All Certificates, information and evidence required by Us will be furnished by You or Your personal representative(s) and in such a form as We may require.
- 17.3.7 The payment of any benefit pursuant to this Clause 17.3.1 shall be subject to the following:
  - 17.3.7.1 the Accident must occur during the Period of Coverage;
  - 17.3.7.2 there shall be receipt of due proof that the death of the Person Covered due to an Accident occurs during the Period of Coverage;
  - 17.3.7.3 notification of death must be accompanied by documentary evidence of death; and
  - 17.3.7.4 the Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

### 17.4 HOSPITALISATION BENEFIT

- 17.4.1 Where Plan A/A<sup>+</sup> or Plan C/C<sup>+</sup> is chosen, while this Certificate is in force and subject to its terms and conditions, the Person Covered is confined to a Panel Hospital due to Illness or Injury at least overnight, where the date of discharge from hospital must not be the same and must be later than the date of admission to the hospital, and for the whole period of confinement, We will pay a daily Hospitalisation Benefits ("Daily Benefit") for the duration of his Hospitalisation upon receipt and approval of due proof such as discharge note, discharge summary and/or other evidence to Us, after the applicable Waiting Period.
- 17.4.2 The benefit will be payable in one lump sum (per claim) from the *Tabarru'* Fund and is guaranteed.
- 17.4.3 The amount of Daily Benefit payable is equivalent to Ringgit Malaysia fifty (RM 50) and the total Daily Benefit payable shall be limited to the maximum amount of Ringgit Malaysia seven hundred (RM 700) annually.
- 17.4.4 The benefit shall be renewed annually upon payment of the renewal Contribution, and will only cease upon expiry of the Takaful coverage.

### 17.5 CRITICAL ILLNESS BENEFIT

- 17.5.1 Where Plan B/B<sup>+</sup> or Plan C/C<sup>+</sup> is chosen, while this Certificate is in force and subject to its terms and conditions, upon occurrence of a Covered Event to the Person Covered and receipt confirmation from the medical practitioner or other evidence to Us that the Person

Covered is diagnosed with a Covered Event after the Waiting Period, We will pay the Critical Illness Benefit upon receipt and approval of due proof such as original bills, receipts and/or other evidence to Us.

- 17.5.2 The benefit will be payable in one lump sum (per claim) from the *Tabarru'* Fund and is guaranteed.
- 17.5.3 The Critical Illness Benefit is equivalent to Ringgit Malaysia five thousand (RM 5,000) and is only payable once over the lifetime of the Person Covered.
- 17.5.4 The Covered Event must be certified by a Doctor from a Panel Hospital where treatment is sought.
- 17.5.5 No benefit will be payable for any Covered Event for which:
  - 17.5.5.1 any condition existed or was diagnosed:
    - 17.5.5.1.1 during the Waiting Period; or
    - 17.5.5.1.2 after the expiry of the Waiting Period but which is related to a condition which existed or was diagnosed during the Waiting Period; or
  - 17.5.5.2 the Person Covered passes away before the end of the Survival Period.
- 17.5.6 A claim for a Covered Event described in Clause 17.5.1 above will not be admissible only because notification of the said claim was submitted to Us after the expiry of the Waiting Period or after the end of the Survival Period.
- 17.5.7 The definitions of Covered Event under this Certificate are as follows:

- (1) "Alzheimer's Disease / Severe Dementia" : Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The Covered Event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The diagnosis must be clinically confirmed by a neurologist.

From the above definition, the following are not covered:

- (i) non organic brain disorders such as neurosis;
- (ii) psychiatric illnesses; and
- (iii) drug or alcohol related brain damage.

- (2) "Angioplasty and Other Invasive Treatments for Coronary Artery Disease" : The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.

Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of RM25,000. This Covered Event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Amount of Benefit which may be payable.

- (3) "Apathic Syndrome (i.e. Persistent Vegetative State (PVS))" : Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant neurologist holding such an appointment at an approved hospital. This condition has to be medically documented for at least one (1) month.

- (4) "Bacterial Meningitis – resulting in permanent inability to perform Activities of Daily Living" : Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.

The diagnosis must be confirmed by:

- (i) an appropriate specialist; and
- (ii) the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

For the above definition, other forms of meningitis, including viral meningitis are not covered.

- (5) “Benign Brain Tumour – of specified severity” : A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:
- (i) it is life threatening;
  - (ii) it has caused damage to the brain;
  - (iii) it has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
  - (iv) its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques

The following are not covered:

- (i) cysts;
- (ii) granulomas;
- (iii) malformations in or of the arteries or veins of the brain;
- (iv) hematomas;
- (v) tumours in the pituitary gland;
- (vi) tumours in the spine; and
- (vii) tumours of the acoustic nerve.

- (6) “Blindness – Permanent and Irreversible” : Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

- (7) “Brain Surgery” : The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

For the above definition, the following are not covered:

- (i) burr hole procedures;
- (ii) transphenoidal procedures;
- (iii) endoscopic assisted procedures or any other minimally invasive procedures; and
- (iv) brain surgery as a result of an accident.

- (8) “Cancer – of specified severity and does not cover very early cancers” : Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) all cancers which are histological classified as any of the following:
  - (a) pre-malignant;
  - (b) non-invasive;
  - (c) carcinoma in situ;
  - (d) having borderline malignancy;
  - (e) having malignant potential;
- (ii) all tumours of the prostate histologically classified as T1N0M0 (TNM classification);
- (iii) all tumours of the thyroid histologically classified as T1N0M0 (TNM classification);

- (iv) all tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);
- (v) chronic Lymphocytic Leukemia less than RAI Stage 3;
- (vi) all cancers in the presence of HIV; and
- (vii) any skin cancer other than malignant melanoma;

(9) "Cardiomyopathy – of specified severity" : A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

Cardiomyopathy directly related to alcohol or drug abuse is not covered.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.

Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

(10) "Chronic Aplastic Anemia – resulting in permanent Bone Marrow Failure" : Irreversible permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:

- (i) regular blood product transfusion;
- (ii) marrow stimulating agents;
- (iii) immunosuppressive agents; or
- (iv) bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

(11) "Chronic Relapsing Pancreatitis" : More than three (3) attacks of pancreatitis resulting in permanent pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The diagnosis must be made by a consultant gastroenterologist and confirmed by Endoscopic Retrograde Cholangiopancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol or drug use is excluded.

(12) "Coma – resulting in permanent neurological deficit with persisting clinical symptoms" : A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.

The following is not covered:  
Coma resulting directly from alcohol or drug abuse.

(13) "Coronary Artery By-Pass Surgery" : Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.

For the above definition, the following are not covered:

- (i) angioplasty;
- (ii) other intra-arterial or catheter based techniques;
- (iii) keyhole procedures; and
- (iv) laser procedures.

- (14) "Creutzfeldt-Jakob Disease (Mad Cow Disease)" : The occurrence of Creutzfeldt-Jacob Disease or Variant Creutzfeldt-Jacob Disease where there is an associated neurological deficit, which is solely responsible for the Person Covered's permanent inability to perform at least three (3) of the listed Activities of Daily Living. These conditions have to be medically documented for at least six (6) months and confirmed by a consultant neurologist with appropriate testing such as conclusive Electroencephalography (EEG) and Cerebrospinal Fluid (CSF) findings as well as Computerized Tomography (CT) scan and Magnetic Resonance Imaging (MRI).
- "Sickness" caused by human growth hormone treatment is excluded.
- (15) "Deafness – Permanent and Irreversible" : Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.
- (16) "Ebola Haemorrhagic Fever" : The infection with the Ebola virus causing fever and internal or external bleeding.
- All of the following criteria must be met:
- (i) Presence of the Ebola virus has been confirmed by laboratory testing;
  - (ii) Mucosal or gastrointestinal bleeding has occurred; and
  - (iii) The Diagnosis of Ebola Hemorrhagic Fever must be confirmed by an infectious disease specialist.
- (17) "Elephantiasis" : Elephantiasis is the result and complication of filariasis, characterized by massive swelling in the tissues of the body as a result of permanent obstructed circulation in lymphatic vessels, resulting in permanent inability of the Person Covered to perform at least three (3) of the listed Activities of Daily Living.
- Unequivocal "Diagnosis" of Elephantiasis must be clinically confirmed by a "Specialist" in infectious disease or "Specialist" in the relevant field, including laboratory confirmation of microfilariae.
- Lymphoedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities are excluded.
- (18) "Encephalitis – resulting in permanent inability to perform Activities of Daily Living" : Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The Covered Event must be certified by a neurologist.

Encephalitis in the presence of HIV infection is not covered.

(19) "End-Stage Liver Failure"

: End-stage liver failure as evidenced by all of the following:  
(i) permanent jaundice;  
(ii) ascites (excessive fluid in peritoneal cavity); and  
(iii) hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

(20) "End-Stage Lung Disease"

: End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:  
(i) the need for regular oxygen treatment on a permanent basis;  
(ii) permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) liter during the first second;  
(iii) shortness of breath at rest; and  
(iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

(21) "Full-Blown AIDS"

: The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the Person Covered must have a CD4 cell count of less than two hundred (200)/ $\mu$ L and one (1) or more of the following criteria are met:  
(i) weight loss of more than ten percent (10%) of body weight over a period of six (6) months or less (wasting syndrome);  
(ii) Kaposi Sarcoma;  
(iii) Pneumocystis Carinii Pneumonia;  
(iv) progressive multifocal leukoencephalopathy;  
(v) active Tuberculosis;  
(vi) less than one-thousand (1000) Lymphocytes/ $\mu$ L; or  
(vii) Malignant Lymphoma.

(22) "Fulminant Viral Hepatitis"

: A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:  
(i) a rapidly decreasing liver size as confirmed by abdominal ultrasound;  
(ii) necrosis involving entire lobules, leaving only a collapsed reticular framework;  
(iii) rapidly deteriorating liver functions tests; and  
(iv) deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

(23) "Heart Attack – of specified severity"

: Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

(i) a history of typical chest pain;  
(ii) new characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and

- (iii) elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:
  - a) Cardiac Troponin T or Cardiac Troponin I > / = 0.5 ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- occurrence of an acute coronary syndrome including but not limited to unstable angina; and
- a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

- (24) "Heart Valve Surgery" : The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:

- (i) repair via intra-arterial procedure; and
- (ii) repair via key-hole surgery or any other similar techniques.

- (25) "HIV Infection Due To Blood Transfusion" : Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- (i) the blood transfusion was medically necessary or given as part of a medical treatment;
- (ii) the blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate;
- (iii) the source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- (iv) the Person Covered does not suffer from haemophilia; and
- (v) the Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.

- (26) "Kidney Failure – requiring dialysis or kidney transplant" : End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

- (27) "Loss of Independent Existence" : Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.

- (28) "Loss of Speech" : Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.

All psychiatric related causes are not covered.

- (29) "Major Head Trauma – resulting in permanent inability to perform" : Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least three

- Activities of Daily Living” (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.
- (30) “Major Organ / Bone Marrow Transplant” : The receipt of a transplant of:  
 (i) human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or  
 (ii) one of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.  
  
 Other stem cell transplants are not covered.
- (31) “Medullary Cystic Disease” : A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.
- (32) “Meningeal Tuberculosis” : Meningitis is caused by tubercle bacilli, resulting in permanent neurological deficit for at least a continuous period of six (6) months. The Diagnosis must be confirmed by a neurologist and supported by analysis of cerebrospinal fluid by lumbar puncture.
- (33) “Motor Neurone Disease – permanent neurological deficit with persisting clinical symptoms” : A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.
- (34) “Multiple Sclerosis” : A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:  
 (i) investigations which confirm the diagnosis to be Multiple Sclerosis;  
 (ii) multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and  
 (iii) well documented history of exacerbations and remissions of said symptoms or neurological deficits.
- (35) “Muscular Dystrophy” : The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:  
 (i) clinical presentation of progressive muscle weakness;  
 (ii) no central/ peripheral nerve involvement as evidenced by absence of sensory disturbance; and  
 (iii) characteristic electromyogram and muscle biopsy findings.  
  
 No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.
- (36) “Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection” : Infection with the Human Immunodeficiency Virus (only if the Person Covered is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to Us within thirty (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident.

“Medical Staff” is defined as doctors (General Physicians and Specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in a medical centre or hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.

- (37) “Paralysis of Limbs” : Total, permanent and irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.
- (38) “Parkinson’s Disease – resulting in permanent inability to perform Activities of Daily Living” : A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:  
(i) Cannot be controlled with medication;  
(ii) Shows signs of progressive impairment; and  
(iii) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living.  
  
Only idiopathic Parkinson’s Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.
- (39) “Poliomyelitis” : The occurrence of Poliomyelitis where the following conditions are met:  
(i) Poliovirus is identified as the cause,  
(ii) Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.
- (40) “Primary Pulmonary Arterial Hypertension – of specified severity” : A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the NYHA classification of cardiac impairment.  
  
Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.  
  
The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:  
Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.  
Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- (41) “Progressive Scleroderma” : A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.  
The following are excluded:  
(i) Localised scleroderma (linear scleroderma or morphea);  
(ii) Eosinophilic fasciitis; and  
(iii) CREST syndrome.

- (42) "Rabies" : An infection by Rabies virus associated with all of these following signs and symptoms of Rabies, namely muscle fasciculations, delirium, psychosis, seizures and aphasia.
- This benefit will not be payable if the Person Covered undergoes only the prophylactic post exposure vaccination, without having developed the aforementioned symptoms.
- (43) "Serious Coronary Artery Disease" : The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non- invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This Covered Event is payable regardless of whether or not any form of coronary artery surgery has been performed.
- (44) "Severe Eisenmenger's Syndrome" : Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.
- All of the following criteria must be met:
- (i) Presence of permanent physical impairment classified as NYHA IV;
  - (ii) The Diagnosis of Eisenmenger's Syndrome and the level of physical impairment must be confirmed by a cardiologist.
- The NYHA classification of cardiac impairment for Class III and Class IV means the following:-
- Class I: No limitation of physical activity. Ordinary physical does not cause undue fatigue, dyspnea, or anginal
  - Class II: Slight limitation of physical activity. Ordinary physical results in symptoms.
  - Class III: Marked limitation of physical activity. Comfortable less than ordinary activity causes symptoms.
  - Class IV: Unable to engage in any physical activity without c Symptoms may be present even at rest.
- (45) "Severe Haemophilia" : The Person Covered must be suffering from severe hemophilia A (VIII deficiency) or hemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than one percent (1%). Diagnosis must be confirmed by a qualified haematologist. The coagulation-disease other than hemophilia A (VIII deficiency) or hemophilia B (IX deficiency) are not covered.

- (46) "Stroke – resulting in permanent neurological deficit with persisting clinical symptoms" : Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.
- For the above definition, the following are not covered:
- (i) transient ischemic attacks;
  - (ii) cerebral symptoms due to migraine;
  - (iii) traumatic injury to brain tissue or blood vessels; and
  - (iv) vascular disease affecting the eye or optic nerve or vestibular functions.
- (47) "Surgery to Aorta" : The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.
- For the above definition, the following are not covered:
- (i) angioplasty;
  - (ii) other intra-arterial or catheter based techniques;
  - (iii) other keyhole procedures; and
  - (iv) laser procedures.
- (48) "Systemic Lupus Erythematosus with Severe Kidney Complications" : A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.
- For this definition, the Covered Event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only haematological or joint involvement are not covered.
- WHO Lupus Classification:  
 Type III: Focal Segmental glomerulonephritis  
 Type IV: Diffuse glomerulonephritis  
 Type V: Membranous glomerulonephritis
- (49) "Terminal Illness" : The conclusive diagnosis of a condition that is expected to result in death of the Person Covered within twelve (12) months. The Person Covered must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by Our appointed doctor.
- (50) "Third Degree Burns – of specified severity" : Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.

## 18. EXCLUSIONS

### 18.1 Exclusion on Death Benefit

The death benefit under this Certificate shall not be payable if it is directly or indirectly caused from suicide, attempted suicide or self-inflicted injuries, while sane or insane, within one (1) year from the Effective Date.

### 18.2 Exclusions on TPD Benefit

No benefit will be payable for any Disability of the Person Covered is directly or indirectly caused by or in connection with:

- 18.2.1 has existed prior to or on the Effective Date or on the date of any reinstatement, whichever is the later;
- 18.2.2 is caused directly or indirectly by self-inflicted injuries, while sane or insane;
- 18.2.3 is caused by bodily injury sustained as a result of parachuting or skydiving, or engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
- 18.2.4 is resulted from the Person Covered committing, attempting or provoking an assault or a felony or from any violation of law by Person Covered; or
- 18.2.5 is resulted from war, whether declared or undeclared.

### 18.3 Exclusions on Accidental Death Benefit

No benefit will be payable for any Injury resulting in Loss suffered due to an Accident of the Person Covered is directly or indirectly caused by or in connection with:

- 18.3.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
- 18.3.2 bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infections, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
- 18.3.3 any Accident caused by mosquito bites, worm infestations such as "Hookworms" and allergic reaction to insect bites;
- 18.3.4 war or any act of war, declared or undeclared, criminal activities, active duty in any armed forces, direct participation in strike, riots and civil commotion or insurrection;
- 18.3.5 from the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict;
- 18.3.6 engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
- 18.3.7 as a result of the Person Covered committing, attempting or provoking an assault or a felony, or from any violation or attempted violation of law by the Person Covered or resistance to arrest;
- 18.3.8 while under the influence of alcohol or drugs unless taken as prescribed by a Medical Practitioner. For the avoidance of doubt, a person is considered as under the influence of alcohol if the breath, blood or urine test result is over the prescribed limit under the Road Transport Act 1987;
- 18.3.9 Injury arising from racing of any kind (except for foot racing), hazardous sports or activities that involve speed, height, high level of physical exertion, highly specialized gear or spectacular stunts such as but not limited to bungee jumping, parachuting, scuba diving, sky-diving, water skiing, underwater activities requiring breathing apparatus, winter sports, Professional Sports and illegal activities. For the avoidance of doubt, "Professional Sports" means engaging in any physical activity in a professional capacity or where the Person Covered would or could earn income or remuneration from engaging in such activity;
- 18.3.10 from childbirth, pregnancy and/or any complications thereof;
- 18.3.11 Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material; or
- 18.3.12 from the Person Covered engaging in commando or bomb disposal duties/training.

### 18.4 Exclusions on Hospitalisation Benefit

No benefit will be payable in respect of Hospitalisation of the Person Covered if the cause of hospitalisation is directly or indirectly caused by or in connection with:

- 18.4.1 any Pre-Existing Illness which has been originated before the Effective Date. However, subject to Waiting Period, provisions, limitations and exclusions, We will pay benefits under this Certificate with respect to any claim arising from such Disability provided that:
  - 18.4.1.1 up to the date when the claim is incurred, the Person Covered has been covered under this Certificate or any previous Certificate providing the same benefits without break in Takaful for a period of at least twelve (12) consecutive months; and
  - 18.4.1.2 the period as determined from the latest date when the Person Covered is discharged from any Hospitalisation, up to the date when the claim is incurred should not be less than twelve (12) consecutive months.
- 18.4.2 Specified Illnesses;
- 18.4.3 any medical or physical conditions arising within the Waiting Period;

- 18.4.4 plastic/cosmetic surgery, circumcision, eye examination, glasses, lens (except monofocal intraocular lenses in cataract surgery) and refraction or surgical correction of nearsightedness and farsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof;
- 18.4.5 dental conditions including dental treatment or oral surgery, except as necessitated by Accidental Injury to sound natural teeth occurring in any Period of Coverage and performed by Dentist. In addition, expenses arising from placement of denture and prosthetic services such as bridges, implants and crowns or their replacement will not be payable;
- 18.4.6 private nursing, rest cures or sanatoria care, illegal drugs, intoxication (including but not limited to alcohol and drugs), sterilization, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases;
- 18.4.7 any treatment or surgical operation for Congenital Conditions or deformities including hereditary conditions;
- 18.4.8 pregnancy and its complication, child birth (including surgical delivery and any surgical or non surgical procedure of the female reproductive system during surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization;
- 18.4.9 Hospitalisation primarily for investigatory purposes, diagnosis, x-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain;
- 18.4.10 treatment for injuries sustained while committing a crime or felony, or while under the influence of alcohol, narcotics, or mind altering substance, or suicide, attempted suicide or intentionally self-inflicted injury while sane or insane;
- 18.4.11 war or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection;
- 18.4.12 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material;
- 18.4.13 expenses incurred for donation of any body organ by Person Covered and cost of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications;
- 18.4.14 investigations and treatment of sleep and snoring disorders, hyperhidrosis treatment, hormone replacement therapy, stem cell therapy, positron emission tomography (PET) scan and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage, hyperbaric oxygen therapy or aromatherapy or other alternative treatment;
- 18.4.15 psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations);
- 18.4.16 costs/expenses of services of a non-medical nature, such as television, telephones, telex services, broadband services, electricity bills for hand phone charging, radios or similar facilities, admission kit/pack and other ineligible non-medical items;
- 18.4.17 sickness or Injury arising from racing of any kind (except foot racing), hazardous sports or activities that involve speed, height, high level of physical exertion, highly specialized gear or spectacular stunts such as but not limited to parachuting, sky-diving, scuba-diving, bungee jumping, water skiing, underwater activities requiring breathing apparatus, winter sports, Professional Sports and illegal activities. For the avoidance of doubt, "Professional Sports" means engaging in any physical activity in a professional capacity or where the Person Covered would or could earn income or remuneration from engaging in such activity;
- 18.4.18 engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
- 18.4.19 expenses incurred for gender change;

- 18.4.20 any Outpatient treatment not related to Inpatient treatment, except as provided under this Certificate; or
- 18.4.21 charges which are not Reasonable and Customary Charges, or any surgery or treatment which is not Medically Necessary, or charges in excess of Reasonable and Customary Charges, or charges which are incurred for Hospitalisation, pre-Hospitalisation and/or post-Hospitalisation after the end of Period of Coverage.

**18.5 Exclusions on Critical Illness Benefit**

- 18.5.1 No benefit will be payable if the cause of the Person Covered's Covered Event diagnosis is directly or indirectly caused by or in connection with:
- 18.5.1.1 Covered Event that has existed prior to or on the Effective Date;
- 18.5.1.2 any treatment or surgical operation for congenital anomalies;
- 18.5.1.3 is caused directly or indirectly by self-inflicted injuries while sane or insane (except in an attempt to save human life);
- 18.5.1.4 is resulted from the Person Covered committing, attempting or provoking an assault or a felony or from any violation of the law by the Person Covered; or
- 18.5.1.5 is resulted from war, whether declared or undeclared.
- 18.5.2 In addition, this Certificate shall also not cover any Covered Event as listed under List A in Table 1 below if the Person Covered has previously been diagnosed with or has undergone surgery for a corresponding Covered Event specified under List B:

Item	List A	List B
1	Any of the following illnesses: (i) Cancer; (ii) Heart Attack; (iii) Stroke; (iv) End Stage Kidney Failure; (v) Fulminant Viral Hepatitis; (vi) Coronary Artery By-Pass Surgery; (vii) Major Organ/Bone Marrow Transplant; (viii) Angioplasty and Other Invasive Treatments for Coronary Artery Disease; (ix) Severe Cardiomyopathy.	Any one of the Covered Event or a related illness which may lead to the Covered Event set out in item (1) of List A, which shall be determined on a case by case basis.
2	Coronary Artery By-Pass Surgery	Heart Attack
3	Heart Attack	Coronary Artery By-Pass Surgery
4	Coronary Artery By-Pass Surgery or Heart Attack	Heart Transplant or Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease or Severe Cardiomyopathy
5	Heart Transplant or Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease or Severe Cardiomyopathy	Coronary Artery By-Pass Surgery or Heart Attack
6	Fulminant Viral Hepatitis	Liver Transplant
7	End Stage Liver Failure	Liver Transplant

**19. CONDITIONS OF PAYMENT OF CLAIMS**

- 19.1 The due observance and fulfilment of the terms and conditions of this Certificate by the parties concerned shall be a condition precedent to Our liability to make any payment under this Certificate.
- 19.2 Any benefit payable under this Certificate shall be paid to affected Person Covered, or to any person entitled through him, provided that:
- 19.2.1 there has been no breach of any of the terms and conditions of this Certificate; and
- 19.2.2 We and/or this Certificate have not been terminated for any reason.
- 19.2.3 All payments made by Us in the manner stated in this Clause 19.2 shall provide Us with a good and valid discharge of the same.

- 19.3 Prior to payment of any claims payable under the Takaful Coverage, the amount of any indebtedness on Us shall first be deducted from the benefits payable.
- 19.4 The Person Covered shall give immediate written notice to Us of any change in the Person Covered's occupation, habits, pursuits, country or residence, and shall pay any additional Contribution that may be required by Us.
- 19.5 Written notice shall be sent to Our Head Office or to any of Our branch offices within ninety (90) days from the date on which a claim event occurs. For claim on TPD, you must notify Us in writing of any claim as soon as it is practicable. In any case, You must produce proof of TPD of the Person Covered on forms furnished by Us within one hundred eighty (180) days from the date of commencement of the TPD.
- 19.6 The TPD for which the claim is made must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Us; all such medical evidence must be furnished by the claimant at own expense, and in such form that We may require.
- 19.7 If required by Us, the Person Covered must undergo medical examination(s) by a Medical Practitioner appointed by Us in connection with the TPD for which the claim is made.
- 19.8 All Certificates, information and evidence required by Us in connection with any claim under any Takaful Coverage shall be furnished at the expense of the Person Covered and shall be in such form and of such nature as We may prescribe.
- 19.9 Unless prohibited by law, We may examine the body and conduct an autopsy before making any payment under this Certificate.

## **20. FRAUDULENT CONDUCTS OR CLAIMS**

You have a duty to act in utmost good faith in all dealings in connection with this Certificate at all times. In the event of any fraudulent conduct, misrepresentation, concealment of material facts, and/or submission of a fraudulent claim, the claim shall be rejected and the Certificate shall be void ab initio or terminated at Our option. All benefits paid under the Certificate shall be immediately returned to Us, failing which any amounts to be refunded under this Certificate shall be less any indebtedness due to Us.

## **OTHER PROVISIONS (Clause 21 - 29)**

### **21. INDISPUTABILITY**

- 21.1 We will not dispute the validity of this Certificate after it has been in force during the lifetime of the Person Covered for a period of more than two (2) years from the Effective Date based on the statement(s) made or which has not been made in the proposal for takaful or in a report of a doctor, referee, or any other person, or in a document leading to the issuance of Your Certificate. However, if We are able show that the statement was on a material matter or suppressed a material fact and that it was fraudulently made or omitted to be made by You or the Person Covered. We shall have the right to void the Certificate and refuse all claims, in which case We shall refund the moneys due under the Certificate as per Clause 21.2 below. For clarification purpose, "material matter" or "material fact" means a matter or fact which, if known by Us, would have led to Our refusal to issue Your Certificate or would have led it to Your Certificate to be issued with terms less favourable to You or the Person Covered.
- 21.2 In the event that this Certificate is voided (except for the reason specified under Clause 18.1 above) Our liability shall be limited to the refund of unearned Upfront Charge provided by You less any expenses which may have been incurred for the medical examination of the Person Covered as well as any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.

### **22. REMEDIES FOR MISREPRESENTATION**

- 22.1 This Clause shall only apply if the duration of this Certificate is two (2) years or less from the Effective Date.
- 22.2 Any pre-contractual Misrepresentation made by the Person Covered under this Certificate will be classified as:
  - 22.2.1 deliberate or reckless; or

- 22.2.2 careless or innocent.
- 22.3 If the statement and/or declaration from the Person Covered is inaccurate, false or misleading and that such statement and/or declaration was of material matter and suppressed material fact or was fraudulently made or omitted to be made, We may:
- 22.3.1 void this Certificate and refuse all claims under deliberate or reckless Misrepresentation, in which event, Our liability shall be limited to the refund of the unearned Unallocated Contribution less any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
- 22.3.2 for careless or innocent Misrepresentation, We may:
- 22.3.2.1 void the Certificate and refuse all claims, in which event We will return the following, if any:
- 22.3.2.1.1 unearned Upfront Charge;
- 22.3.2.1.2 *Tabarru'* (excluding Underwriting Surplus, if any); and
- 22.3.2.1.3 Investment Profit;
- less any indebtedness under this Certificate. Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
- 22.3.2.2 enter into or renew this Certificate on different terms.
- 22.4 All rights under this clause shall be exercised in line with the applicable laws, regulatory and Shariah principles.

### **23. ALTERATION OF CERTIFICATE CONDITIONS**

- 23.1 We may amend or change the terms and conditions of this Certificate at any time by giving thirty (30) days' advance written notice to the Participant, as the case may be. The changes to the terms and conditions of this Certificate do not require any consent of the Person Covered.
- 23.2 Upon expiry of the said thirty (30) days' advance written notice, any such amendment shall be binding on the Participant and all Person Covered whether covered under this Certificate prior to or on or after the Effective Date of such amendment.
- 23.3 The Participant shall undertake the responsibility to inform the Person Covered of any such amendments or changes. Any amendment or changes to this Certificate shall be binding on all Person Covered, notwithstanding the date the Person Covered receives the notification of such amendment or changes.

### **24. TERMINATION**

- 24.1 We shall be entitled to terminate this Certificate at any time by giving thirty (30) days' advance written notice to the Person Covered, in any of the following events:-
- 24.1.1 if there is any breach by You, of any terms and conditions of this Certificate;
- 24.1.2 if any information or documents furnished by You to Us under Clause 2.2 above is found to be inaccurate or untrue;
- 24.1.3 in any circumstance where breach of terms and conditions of this Certificate or provision of inaccurate or untrue information involved or has been committed by the Person Covered, We shall be entitled to terminate the Takaful Coverage in respect of the Person Covered by giving immediate written notice to You, as the case may be; or
- 24.1.4 if We decide to cancel the portfolio as a whole if We decide to discontinue underwriting this Takaful product at the time of renewal.
- 24.2 We reserve the right, to treat this Certificate as closed for future applications at any time by giving three (3) months' advance written notice to the Participant. No application received by Us upon expiry of the said three (3) month notice period will be processed or accepted by Us.
- 24.3 Upon termination of this Certificate, the Takaful Certificate shall automatically be terminated and shall have no further effect on the parties.
- 24.4 The Takaful Certificate shall be terminated immediately upon occurrence of any of the following events,
- 24.4.1 upon expiry of a Period of Coverage;
- 24.4.2 upon death of the Person Covered;
- 24.4.3 upon TPD of the Person Covered;
- 24.4.4 upon expiry of a Period of Coverage;
- 24.4.5 when the Person Covered's attained age next birthday on any renewal of a Period of Coverage is fifty-six (56) years next birthday;

- 24.4.6 if We receive the request for termination in writing; or
  - 24.4.7 when this Certificate or the Takaful Certificate is terminated in accordance with the terms and conditions of this Certificate.
- 24.5 No benefit shall be payable under this Certificate for any event giving rise to a claim under this Certificate takes place after the date of termination of Takaful Coverage.

## **25. ACCEPTANCE OF INSTRUCTIONS**

We will only accept instructions, requests or notices when such forms, documents, information and consent as required by Us, are received.

## **26. RESIDENCE, OCCUPATION AND TRAVEL**

This Certificate is free from restrictions as regards to residence, occupation and travel.

## **27. NOTICES AND CORRESPONDENCE**

- 27.1 Any notice, request, instruction or correspondence to Us and the Participant or under the name of the Person Covered's shall be in writing. Person Covered's mailing address, email address or handphone number will be as stated in the proposal for Family Takaful unless there is notification of any change to Us by the You.
- 27.2 Any notice, request, instruction or correspondence given by Us to You shall be conclusively deemed to have been received as follows:
  - 27.2.1 for personal delivery, on the day of delivery;
  - 27.2.2 for ordinary post, or pre-paid registered post, seven (7) days after the date of posting, if posted to an address in Malaysia, and fourteen (14) days, if posted outside of Malaysia;
  - 27.2.3 for delivery via email or short messages service, on the day of delivery;
  - 27.2.4 for publishing in a local daily newspaper, on the day of publishing; or
  - 27.2.5 for electronic posting on Our official website or other website, the later of the day of electronic posting or the day of delivery of a separate notification to Person Covered of such electronic posting via any effective means provided under the above Clauses 27.2.1, 27.2.2, 27.2.3, or 27.2.4 respectively, as determined by Us from time to time.
- 27.3 With the conditions as stated in Clauses 27.1 and 27.2 above, in the case that any notice, request, instruction or correspondence is returned undelivered to You after We have at least two (2) consecutive attempts at delivery, We may, and at Your own risk, withhold all subsequent notice, request, instruction or correspondence until We have been notified by You of the new mailing address or email address or hand phone number.

## **28. GOVERNING LAW**

- 28.1 This Certificate shall be governed by the Laws of Malaysia and the Courts of Malaysia shall have exclusive jurisdiction for any dispute arising out of or in relation to this Certificate.
- 28.2 We shall have the right at any time, by giving advance written notice You, in accordance with the 'Notices and Correspondence' Clause, to amend the terms and conditions of this Certificate in compliance with any legislative changes, statutory modifications or amendments which may be enacted from time to time.

**29. SANCTION LIMITATION AND EXCLUSION**

We shall not be deemed to provide cover, nor be liable to pay any claim, refund any contribution, surrender or cancellation payments, or provide any benefit if, in Our opinion, such provision may expose Us or Our related entities to the risk of or result in any breach or violation of, or non-compliance with, any sanction, prohibition, restriction, or regulation now and from time to time imposed by any competent authority, whether domestic or international. We reserve the right to take any necessary action to mitigate such risk. Participant/Person Covered, whichever applicable, shall indemnify and hold Us harmless against all losses, liabilities, costs, or expenses, including legal fees, arising from or in connection with any such breach or exposure.

\*\*\*END OF PAGE\*\*\*

SAMPLE

TO BE ATTACHED TO AND READ AS PART OF THE  
MASTER CERTIFICATE

**SCHEDULE OF CONTRIBUTION**

Mode of Contribution Payment	Contribution by Plan (RM)					
	Plan A	Plan B	Plan C	Plan A <sup>+</sup>	Plan B <sup>+</sup>	Plan C <sup>+</sup>
Monthly	4.20	4.20	7.50	6.25	6.25	10.00
Quarterly	12.50	12.50	22.50	18.75	18.75	30.00
Half-Yearly	25.00	25.00	45.00	37.50	37.50	60.00
Annually	50.00	50.00	90.00	75.00	75.00	120.00

**SCHEDULE OF TABARRU'**

Mode of Contribution Payment	Tabarru' by Plan (RM)					
	Plan A	Plan B	Plan C	Plan A <sup>+</sup>	Plan B <sup>+</sup>	Plan C <sup>+</sup>
Monthly	2.63	2.31	4.65	4.06	3.75	6.10
Quarterly	7.83	6.88	13.95	12.19	11.24	18.31
Half-Yearly	15.66	13.77	27.90	24.38	22.49	36.62
Annually	31.32	27.54	55.80	48.76	44.98	73.24

**SCHEDULE OF BENEFITS**

Description	Benefit Payable (RM)		
	Plan A/A <sup>+</sup>	Plan B/B <sup>+</sup>	Plan C/C <sup>+</sup>
<b>Accidental Death Benefit (This is only available under Plan A/B/C)</b> This will be payable in the event of death of the Person Covered due to Accidental causes during the coverage period.	5,000	5,000	5,000
<b>Death/TPD Benefit (This is only available under Plan A<sup>+</sup>/B<sup>+</sup>/C<sup>+</sup>)</b> This will be payable in the event of death or TPD (subject to TPD Continuation Period) of the Person Covered during the coverage period.	5,000	5,000	5,000
<b>Hospitalisation Benefit</b> A daily benefit will be payable, up to a maximum of 14 days per year or RM 700 per year, upon hospitalisation of the Person Covered in a Panel Hospital during the coverage period. The hospitalisation must be at least overnight, where the date of discharge must not be the same and must be later than the date of admission.	50 daily benefit	-	50 daily benefit
<b>Critical Illness Benefit</b> This will be payable in the event of any one of the Covered Critical Illnesses of the Person Covered during coverage period. Diagnosis of Critical Illness must be certified by a Doctor from a Panel Hospital where treatment is sought. This benefit is only payable once over the lifetime of the Person Covered, where the Critical Illness Benefit shall cease upon payment of the Covered Event claim and the Person Covered can no longer participate in a new Critical Illness coverage under this plan. However, the same Person Covered can still participate in Plan A or A <sup>+</sup> .	-	5,000	5,000

Note:

We reserve the right to vary the contribution in accordance with Clause 12 of this Master Certificate.

\*\*\*END OF PAGE\*\*\*