



INDIVIDUAL CERTIFICATE FOR Group Term Family Takaful



1. WHAT MAKES UP THIS INDIVIDUAL CERTIFICATE

The General Definitions in the Master Certificate shall apply to this Individual Certificate, unless otherwise mentioned.

WHEREAS You (“the Participant”) as named in the e-Certificate Information Page (“e-CIP”) agree to participate in Group Term Family Takaful and pay the Contribution via the Master Certificate Owner where We will then credit the Contribution to the Group Family Takaful Account (“GFTA”) based on Tabarru’. You authorize Us based on Wakalah to manage the GFTA and allow us to receive the Wakalah Fee. You also agree that any surplus arising from the GFTA will be kept in the GFTA and if the GFTA is in deficit, an interest-free loan will be provided by Us to the GFTA based on Qard.

This Individual Certificate reflects the key terms and conditions of the Master Certificate which is applicable for this contract of Takaful as agreed between You and Us. Please read this Individual Certificate and e-CIP (hereinafter jointly referred to as “Your Certificate”) carefully and should any of the details on Your Certificate be incorrect, or change is required, please inform Us immediately.

It is hereby declared and confirmed that the answers and any other disclosures given by You in Your application shall form part of this contract of Takaful between You and Us. The Takaful coverage to any Person Covered will be void if information provided is untrue. Your Certificate is issued in consideration of Your application and payment of the necessary Contribution.

Your Certificate shall be read and construed as part of the Master Certificate and therefore is subject to the terms and conditions of the Master Certificate. Your Certificate is valid only if the Master Certificate is valid.

You should read and understand all the terms and conditions in the Master Certificate. You are advised to contact Us directly for further information on Your Certificate.



2. GENERAL PROVISIONS WHICH APPLY TO YOUR CERTIFICATE

2.1 CONTRIBUTION AND WAKALAH FEE

All Contributions under Your Certificate must be paid and received by Us before any benefit is payable under Your Certificate. In the event the Contribution is not received within the time stated above, We shall have the right to terminate Your Certificate forthwith.

We will deduct a percentage of the Wakalah Fee upfront from the Contribution paid. The Wakalah Fee percentage is shown in the e-CIP.

2.2 PARTICIPATION AND ELIGIBILITY REQUIREMENTS

2.2.1 For any third party application covering a Person Covered who is under nineteen (19) years next birthday, such application must be accompanied with satisfactory evidence of Permissible Takaful Interest between You and the Person Covered before the person is accepted for Takaful coverage under this Individual Certificate. For avoidance of doubt, We reserve the right to reject any third party application in the event We are not satisfied with the evidence available to validate the existence of Permissible Takaful Interest between You and the Person Covered under this Individual Certificate.

2.2.2 If You cease to have any interest in a Person Covered, all rights and privileges of the Takaful coverage will be automatically transferred to the Person Covered.

2.3 MISSTATEMENT OF AGE

If the age of a Person Covered has been understated, the Sum Covered will be adjusted, by multiplying with the factor arrived from the amount of Contribution paid over the Contribution calculated based on the Person Covered's true age at the Effective Date.

If the age of a Person Covered has been overstated, any difference in the Contribution paid and the Contribution arrived based on the Person Covered's true age, as determined on the Effective Date will be refunded without profit to You.

If at the true age, the Person Covered is not eligible to be covered under this Individual Certificate, his coverage will be treated as void and Our liability will be limited to the refund of Contribution paid without profit.

2.4 MANAGEMENT OF FUND

Pursuant to the authorization given to Us by You and the rest of the participants, We will manage the GFTA in accordance with Shariah and in a manner that preserve the interest of the participants. We have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

2.5 DISTRIBUTION OF SURPLUS

Any surplus arising from the GFTA will be kept in the GFTA to prepare and provide for any unfavourable claims experience.



2.6 DEFICIENCY & LOSS RECTIFICATION

If the GFTA is in deficit, We will provide an interest-free loan to the GFTA based on Qard to rectify the deficit.

Any profit arising from the loan will be owned by GFTA (pool of participants) and the loan will be repaid when the GFTA returns to surplus position. We may waive Our rights to receive the repayment of the loan.

If the GFTA is in deficit or suffers loss due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss.

2.7 TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to You resulting from a refund/ surrender/maturity/termination/claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), We will donate to charity as approved by Us.

2.8 NOTICE

Any correspondence, notice, request or instruction required by Us must be in writing via electronic means or in writing by ordinary post to Your last known address in Our records.

2.9 INCONTESTABILITY

2.9.1 Other than the exclusions set out in Clause 5, Clause 2.9.2 or any other provisions set out in Your Certificate or the Master Certificate, the validity of Your Certificate will be indisputable after it has been in force for more than two (2) years from the Effective Date of the first e-CIP issued to You.

2.9.2 If Your Certificate has been in force for a period of more than two (2) years from the Effective Date of the first e-CIP issued to You, it will not be voided by Us based on the statement(s) made or which has not been made;

(a) in the proposal stage;

(b) in a report of a doctor referee, or any other person; or

(c) in a document leading to the issuance of Your Certificate

that is inaccurate or false or misleading. However, Your Certificate may be voided if We are able to show that the statement was on a material matter or You and/or the Person Covered has suppressed a Material Fact (set out in Clause 2.9.3) and that it was fraudulently made or suppressed by You and/or the Person Covered.

2.9.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by Us, would have led to Our refusal to issue Your Certificate or would have led to Your Certificate to be issued with terms less favourable to You and/or the Person Covered.

2.10 MISREPRESENTATION/FRAUD

In the event of a misrepresentation by You and/or the Person Covered where Your Certificate has been in force for a period of two (2) years or less from the Effective Date of the first e-CIP issued to You, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

(a) Your Certificate being voided and all claims refused;

(b) a variation of terms of Your Certificate;

(c) a change in the contribution amount; or

(d) any other options that are appropriate based on the misrepresentation.



2.11 CONDITION PRECEDENT TO LIABILITY

Due observance and fulfilment by You, the Person Covered and the Master Certificate Owner of the terms, conditions and Endorsements of the Master Certificate and this Individual Certificate that relate to anything to be done or complied with by You, the Person Covered and the Master Certificate Owner and the truth of the statements and answers in Your and the Master Certificate Owner’s application and claim form made, will be conditions precedent to any of Our liability to make payment under the Master Certificate and this Individual Certificate.

2.12 CHANGE IN RISK

You or the Master Certificate Owner must immediately inform Us in writing if there is any material change in the occupation, business or duties of the Person Covered and pay any additional Contribution as determined by Us.

2.13 CHANGE OF PLAN TYPE

Any request for downgrading and upgrading of plan type can only be done on the next renewal of the Individual Certificate. Any upgrading of plan type shall be treated as a new application and subject to underwriting by Us.

2.14 SURRENDER

In the event of surrender where the Contribution has been fully paid and that no claim has been made during the current Individual Certificate Year, You will be entitled for a refund of Contribution (after net of Wakalah Fee) calculated on pro-rate basis from the surrender date to the Expiry Date.

In the event of surrender where the Contribution has been fully paid and that claim has been made during the current Individual Certificate Year, You will not be entitled for any refund regardless of claim lesser than the pro-rate contribution.

The entitlement of the surrender benefit shall follow the below matrix:

Payment Mode	No Claim	With Claim
Monthly	Not entitled	Not entitled*
Annual	Entitled	Not entitled

*The final benefit payout shall be after the deduction of outstanding Contribution for the remaining months of the current Individual Certificate Year .

Any refund will be payable from the GFTA.

Please note that You will lose all benefits under Clause 3 of Your Certificate if You surrender before the Expiry Date.

2.15 TERMINATION OF THE COVERAGE

The coverage on any Person Covered under Your Certificate will automatically terminate when any one (1) of the following events occurs:

- (a) upon cancellation of Your Certificate by You within the Free-Look Period;
- (b) upon cancellation of the Master Certificate by Us/Master Certificate Owner as provided under Clause 2.19 of the Master Certificate;
- (c) upon surrender of Your Certificate by You;
- (d) upon death or TPD of the Person Covered;



- (e) upon claim admission of Critical Illness Benefit (Accelerated) where the aggregate amount of benefits payable under this and all other claims paid is equal to the Sum Covered on Death Benefit due to Natural Death;
- (f) when the Person Covered attains the age of eighty (80) years next birthday on any renewal of the Individual Certificate;
- (g) when the Person Covered's coverage expires at the end of the Individual Certificate Year; or
- (h) when there is fraud or misrepresentation of material fact or false declaration / statement during application and/or claim.

If the termination is due to (a) and (h), We will refund to You the Contribution in full, which is inclusive of the Wakalah Fee.

If the termination is due to (b), the Person Covered's cover will cease at the end of the Individual Certificate Year.

If the termination is due to (c), We will refund to You the pro-rated Contribution, which is inclusive of the pro-rated Wakalah Fee.

If the termination is due to (d), (e), (f) and (g), We will not refund to You the Wakalah Fee.

Any Contribution paid or accepted after the termination of Your Certificate will not create any liability but We will refund such Contribution without profit.

2.16 SANCTIONS EXCLUSION

We shall not be deemed to provide cover nor be liable to pay any claim or any benefit as contained in the Master Certificate or Your Certificate to the extent that the provision of such cover, payment of such claim or such benefit would expose Us to:

- 2.16.1 any sanction, prohibition or restriction under United Nations resolutions; or
- 2.16.2 the trade or economic sanctions, laws or regulations of the:
 - 2.16.2.1 European Union;
 - 2.16.2.2 United –Kingdom;
 - 2.16.2.3 United States of America; orany of the states of the above countries; or
- 2.16.3 any other locally applicable laws or regulations.

We may terminate the Master Certificate and/or Your Certificate with immediate effect and shall not thereafter be required to transact any business with You in connection with the Master Certificate or Your Certificate, including but not limited to, making or receiving any payments under the Master Certificate and/or Your Certificate.

2.17 RIGHT TO TERMINATE DUE TO ANTI –MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If we discover, or have justified suspicion, that the Master Certificate and/or Your Certificate is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Master Certificate and/or Your Certificate immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Master Certificate and/or Your Certificate in any manner which we deem appropriate, including but not limited to handing it over to the relevant authorities.

2.18 LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on the Master Certificate and/or Your Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with



the requirements of the Master Certificate and Your Certificate. If You / Your nominee / Your lawful executor / Your administrator of estate shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of the Master Certificate and Your Certificate, he may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the terms and conditions of the Master Certificate and Your Certificate. The acceptance of such proof of loss shall be at the sole and entire discretion of Us. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

2.19 TAX

We reserve the right to levy any applicable taxes allowable under the Laws of Malaysia. All taxes, including but not limited to any sales and service tax, and/or other forms of goods or consumption tax whether currently in force or implemented after the date of issuance of the Master Certificate or Your Certificate will be charged in accordance with the applicable legislation at the prevailing rate. Such applicable taxes payable shall be paid in addition to the applicable contributions and other charges.

2.20 PERSONAL DATA PROTECTION ACT 2010

You may make inquiries or request for access to or correction of Your or the Person Covered's Personal Data or limit the processing of Your or the Person Covered's Personal Data at any time by submitting such inquiry or request to Us via email to csu@takaful-malaysia.com.my. We will retain Your or the Person Covered's personal information only for as long as necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

You have expressly consented for Your or the Person Covered's Personal Data to be collected and processed by Us for the purposes and in accordance with Our Privacy Notice as published on Our website.

2.21 APPLICABLE LAW

The Master Certificate, Your Certificate, and all rights, obligations and liabilities arising under the Master Certificate and Your Certificate, shall be construed, determined and enforced in accordance with the Laws of Malaysia.

2.22 CUSTOMER SERVICE CHARTER

You may visit Our website to know more about Our [Customer Service Charter](#).



3. WHAT YOUR CERTIFICATE COVERS

While the Master Certificate and Your Certificate are in force, and subject to the terms and conditions, We will provide the following benefits provided that such benefits are covered under Your Certificate according to the Plan Type as shown in Your e-CIP.

3.1 DEATH BENEFIT

Upon death of the Person Covered, We will pay

- I. the Sum Covered on Death Benefit due to Natural Causes in respect of the Person Covered, if the cause of death is other than an Accident;

or

- II. the Sum Covered on Death Benefit due to Accidental Cause, in respect of the Person Covered, if the cause of death is resulted from an Accident,

in one lump sum.

Provided that:

3.1.1 The aggregate amount of benefits payable to any Person Covered under Death Benefit, TPD Benefit, and Critical Illness Benefit (Accelerated) taken together should not exceed a total of one hundred percent (100%) of the Sum Covered on Death Benefit due to Natural Causes, if the cause of death is other than an Accident.

3.1.2 The aggregate amount of benefits payable to any Person Covered under Death Benefit, TPD Benefit and Critical Illness Benefit (Accelerated) taken together should not exceed a total of one hundred percent (100%) of the Sum Covered on Death Benefit due to Accidental Cause, if the cause of death is resulted from an Accident.

3.1.3 We receive the notification of death accompanied by the documentary evidence of death.

3.1.4 The aggregate amount of accidental death benefit payable to all Persons Covered while travelling together in a Conveyance shall be limited to Ringgit Malaysia Five Million (RM5,000,000) hereinafter referred to as "Per Conveyance Limit" under this Master Certificate. If the aggregate claims exceed the Per Conveyance Limit, We shall settle the claims payable to each of the Persons Covered ("A1") based on the proportion arrived from his claim amount ("C1") to the aggregate claims amount ("TC1") of all Persons Covered, multiply with the Per Conveyance Limit ("L1"). Details of the calculations as specified below:

$$A1 = C1 \div TC1 \times L1$$

3.2 TOTAL AND PERMANENT DISABLEMENT BENEFIT

In the event the Person Covered suffers TPD prior to the Individual Certificate Renewal on which he attains the age of sixty-five (65) years next birthday, We will pay

- I. the Sum Covered on TPD Benefit due to Natural Causes in respect of the Person Covered, if the cause of TPD is other than an Accident;

or

- II. the Sum Covered on TPD Benefit due to Accidental Cause in respect of the Person Covered, if the cause of TPD is resulted from an Accident,

in one lump sum.

Provided that:

3.2.1 The aggregate amount of benefits payable to any Person Covered under TPD Benefit and Critical Illness Benefit (Accelerated) taken together should not exceed a total of one hundred percent (100%) of the Sum Covered on TPD Benefit due to Natural Causes, if the cause of TPD is other than an Accident.



3.2.2 The aggregate amount of benefits payable to any Person Covered under TPD Benefit and Critical Illness Benefit (Accelerated) taken together should not exceed a total of one hundred percent (100%) of the Sum Covered on TPD Benefit due to Accidental Cause, if the cause of TPD is resulted from an Accident.

3.2.3 We receive satisfactory proof of TPD on the Person Covered.

3.2.4 The aggregate amount of accidental TPD benefit payable to all Persons Covered while traveling together in a Conveyance shall be limited to Ringgit Malaysia Five Million (RM5,000,000) hereinafter referred to as "Per Conveyance Limit" under this Master Certificate. If the aggregate claims exceed the Per Conveyance Limit, We shall settle the claims payable to each of the Persons Covered ("A2") based on the proportion arrived from his claim amount ("C2") to the aggregate claims amount ("TC2") of all Persons covered, multiply with the Per Conveyance Limit ("L2"). Details of the calculations are as specified below:

$$A2 = C2 \div TC2 \times L2$$

3.3 CRITICAL ILLNESS

3.3.1 CRITICAL ILLNESS BENEFIT (ACCELERATED)

In the event the Person Covered is diagnosed of having a Critical Illness as defined below after the Waiting Period, We will pay the Sum Covered on Critical Illness Benefit (Accelerated) in respect of the Person Covered.

Provided that:

- (a) The Critical Illness for which a claim is made must be diagnosed by a registered Medical Practitioner and supported by acceptable clinical, radiological, histological and laboratory evidence satisfactory to Us.
- (b) If the Person Covered is diagnosed to be suffering from more than one (1) Critical Illness at the same time, only one (1) time Critical Illness Benefit (Accelerated) will be payable.
- (c) If a valid Critical Illness claim has been made by the Person Covered under Your Certificate, no future benefit under the same Critical Illness will be payable for the same Person Covered.
- (d) A claim made under Critical Illness Benefit (Accelerated) will result in the same amount of reduction in the Sum Covered of the Death Benefit (except Sum Covered on Death Benefit due to Accidental Cause) and TPD Benefit (except Sum Covered on TPD Benefit due to Accidental Cause).
- (e) The aggregate amount of benefits payable to any Person Covered under Critical Illness Benefit (Accelerated) and TPD Benefit taken together should not exceed a total of one hundred percent (100%) of the Sum Covered on Critical Illness Benefit (Accelerated).

3.3.2 DEFINITION OF CRITICAL ILLNESS

3.3.2.1 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:

- (a) A history of typical chest pain;
- (b) 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
- (c) 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:
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:

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

3.3.2.2 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:

- (a) Transient ischemic attacks
- (b) Cerebral symptoms due to migraine
- (c) Traumatic injury to brain tissue or blood vessels
- (d) Vascular disease affecting the eye or optic nerve or vestibular functions.

3.3.2.3 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 leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (a) All cancers which are histologically classified as any of the following:
 - pre-malignant
 - non-invasive
 - carcinoma in situ
 - having borderline malignancy
 - having malignant potential
- (b) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)
- (c) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)
- (d) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- (e) Chronic Lymphocytic Leukemia less than Rai Stage 3
- (f) All cancers in the presence of HIV
- (g) Any skin cancer other than malignant melanoma.

3.3.2.4 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:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;



- (c) keyhole procedures;
- (d) laser procedures.

3.3.2.5 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.

3.3.2.6 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 (1) 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 Ringgit Malaysia Twenty-Five Thousand (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 lump sum payment which may be payable.

3.3.2.7 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's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

The New York Heart Association Classification of Cardiac Impairment for Class III and Class IV means the following:

- (a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- (b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

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

3.3.2.8 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:

- (a) Repair via intra-arterial procedure
- (b) Repair via key-hole surgery or any other similar techniques.



3.3.2.9 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:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;
- (c) other keyhole procedures;
- (d) laser procedures.

3.3.2.10 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 New York Heart Association (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:

- (a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- (b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

3.3.2.11 MULTIPLE SCLEROSIS

A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:

- (a) Investigations which confirm the diagnosis to be Multiple Sclerosis;
- (b) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and
- (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

3.3.2.12 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:

- (a) Non organic brain disorders such as neurosis;
- (b) Psychiatric illnesses;
- (c) Drug or alcohol related brain damage.



3.3.2.13 MOTOR NEURON 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.

3.3.2.14 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:

- (a) Cannot be controlled with medication;
- (b) Shows signs of progressive impairment; and
- (c) 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.

3.3.2.15 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.

3.3.2.16 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:

- (a) an appropriate specialist; and
- (b) 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.

3.3.2.17 BENIGN BRAIN TUMOR - OF SPECIFIED SEVERITY

A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:

- (a) It is life threatening;
- (b) It has caused damage to the brain;
- (c) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and



- (d) 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
- (vii) Tumours of the acoustic nerve.

3.3.2.18 BRAIN SURGERY

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy (surgical opening of skull) is performed.

For the above definition, the following are not covered:

- (a) Burr hole procedures
- (b) Transphenoidal procedures
- (c) Endoscopic assisted procedures or any other minimally invasive procedures
- (d) Brain surgery as a result of an accident.

3.3.2.19 MAJOR HEAD TRAUMA - RESULTING IN PERMANENT INABILITY TO PERFORM ACTIVITIES OF DAILY LIVING

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 (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.

5.3.2.20 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:

- (a) A rapidly decreasing liver size as confirmed by abdominal ultrasound;
- (b) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- (c) Rapidly deteriorating liver functions tests; and
- (d) 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.

3.3.2.21 END-STAGE LIVER FAILURE

End-stage liver failure as evidenced by all of the following:

- (a) Permanent jaundice;
- (b) Ascites (excessive fluid in peritoneal cavity); and
- (c) Hepatic encephalopathy.

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



3.3.2.22 END-STAGE LUNG DISEASE

End-stage lung disease causing chronic respiratory failure.

All of the following criteria must be met:

- (a) The need for regular oxygen treatment on a permanent basis;
- (b) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) liter during the first second;
- (c) Shortness of breath at rest; and
- (d) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

3.3.2.23 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:

- (a) Regular blood product transfusion;
- (b) Marrow stimulating agents;
- (c) Immunosuppressive agents; or
- (d) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

3.3.2.24 MUSCULAR DYSTROPHY

The definite diagnosis of a Muscular Dystrophy by a Neurologist which must be supported by all of the following:

- (a) Clinical presentation of progressive muscle weakness;
- (b) No central / peripheral nerve involvement as evidenced by absence of sensory disturbance; and
- (c) 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.

3.3.2.25 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.

3.3.2.26 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.

3.3.2.27 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.



3.3.2.28 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.

3.3.2.29 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.

3.3.2.30 MAJOR ORGAN / BONE MARROW TRANSPLANT

The receipt of a transplant of:

- (a) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- (b) 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.

3.3.2.31 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.

3.3.2.32 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:

- (a) Coma resulting directly from alcohol or drug abuse.

3.3.2.33 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 hematological or joint involvement are not covered.

WHO Lupus Classification:

Type III - Focal Segmental glomerulonephritis

Type IV - Diffuse glomerulonephritis

Type V - Membranous glomerulonephritis



3.3.2.34 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.

3.3.2.35 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:

- (a) The blood transfusion was medically necessary or given as part of a medical treatment;
- (b) The blood transfusion was received in Malaysia or Singapore after the commencement of this Annexure;
- (c) 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;
- (d) The Person Covered does not suffer from hemophilia; and
- (e) The Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.

3.3.2.36 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)/ μ L and one (1) or more of the following criteria are met:

- (a) Weight loss of more than ten percent (10%) of body weight over a period of six (6) months or less (wasting syndrome)
- (b) Kaposi Sarcoma
- (c) Pneumocystis Carinii Pneumonia
- (d) Progressive multifocal leukoencephalopathy
- (e) Active Tuberculosis
- (f) Less than one-thousand (1000) Lymphocytes/ μ L
- (g) Malignant Lymphoma

3.3.2.37 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.



3.3.2.38 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 the Our appointed doctor.

3.3.2.39 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 anemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

All benefits specified under this Clause 3 will be payable from the GFTA.

4. SCHEDULE OF BENEFITS

The coverage applicable to the Person Covered under Your Certificate will depend on the Plan Type participated as stated in Your e-CIP, subject to the terms and conditions of the Master Certificate and Your Certificate.

Benefit	Plan Type/Sum Covered			
	Silver	Gold	Platinum	Diamond
Death Benefit due to Natural Causes	RM 50,000	RM 100,000	RM 200,000	RM 300,000
Death Benefit due to Accidental Cause	RM 100,000	RM 200,000	RM 400,000	RM 600,000
Total and Permanent Disablement Benefit due to Natural Causes	RM 50,000	RM 100,000	RM 200,000	RM 300,000
Total and Permanent Disablement Benefit due to Accidental Cause	RM 100,000	RM 200,000	RM 400,000	RM 600,000
Critical Illness Benefit (Accelerated)	RM 50,000	RM 100,000	RM 200,000	RM 300,000



5. WHAT ARE NOT COVERED IN YOUR CERTIFICATE

5.1 TPD BENEFIT DUE TO NATURAL CAUSES

We will not be liable to pay any benefit under the Master Certificate or Your Certificate for TPD of the Person Covered which has existed prior to or on the Effective Date, or which is resulting directly or indirectly from any of the following causes:-

- 5.1.1 attempted suicide or self-inflicted injuries, while sane or insane;
- 5.1.2 aviation, gliding or any other form of aerial flight other than a pilot, cabin crew or fare paying passenger of a recognized airline or charter service;
- 5.1.3 war (whether war be declared or not), revolution or any warlike operation; or
- 5.1.4 any violation of law by the Person Covered or any assault or felony as committed, attempted or provoked by him.

5.2 CRITICAL ILLNESS BENEFIT (ACCELERATED)

We will not be liable to pay any benefit under the Master Certificate or Your Certificate for Critical Illness of the Person Covered which is resulting directly or indirectly from any of the following causes:

- 5.2.1 Pre-existing Illness; or
- 5.2.2 Any condition which existed or was diagnosed:
 - 5.2.2.1 during the Waiting Period; or
 - 5.2.2.2 after the expiry of the Waiting Period but which is related to a condition existed or was diagnosed during the Waiting Period.except for Critical Illness contracted due to Injury.

5.3 DEATH BENEFIT DUE TO ACCIDENTAL CAUSE / TPD BENEFIT DUE TO ACCIDENTAL CAUSE

We will not be liable to pay any of the above-stated benefits under the Master Certificate or Your Certificate for Accident which is resulting directly or indirectly from any of the following causes:

- 5.3.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
- 5.3.2 war (whether war be declared or not), revolution or any warlike operation;
- 5.3.3 any violation of law by the Person Covered or any assault or felony as committed, attempted or provoked by him;
- 5.3.4 aviation, gliding or any other form of aerial flight other than as a pilot, cabin crew or fare paying passenger of a recognized airline or charter service; or
- 5.3.5 participation in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition.



CERTIFICATE INFORMATION STATEMENT

1. FREE-LOOK PERIOD

If You are not satisfied with Your Certificate for any reason, You may return it to Us within fifteen (15) days from the date of receipt of Your Certificate. Upon cancellation of Your Certificate, We will refund to You all Contribution paid, which is inclusive of the Wakalah Fee.

2. PROOF OF AGE

Proof of age of the Person Covered will be required by Us before any benefit is payable under the Master Certificate or Your Certificate unless this information has been previously verified and confirmed by Us to be correct.

3. NOMINATION

- (a) Where You and the Person Covered are the same person, who is eighteen (18) years and above, You may nominate any natural person to receive benefits payable in the event of Your death, either as an executor or as a beneficiary under a conditional Hibah. Such nomination shall be witnessed by a person other than the nominee himself and who is of sound mind and has attained the age of eighteen (18) years.
- (b) You may from time to time revoke any such nominations and/or to name another nominee(s) with written notification duly received and registered by Us.
- (c) If You have nominated more than one (1) nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of Your death in equal shares unless otherwise specified; and such payment shall be deemed as a valid discharge of Our liability with respect to You under the Master Certificate and Your Certificate.
- (d) Upon death of any nominee after Your death but prior to any payment of the benefits, We shall pay the benefits to:
 - (i) Your estate if the nominee is an executor; or
 - (ii) the estate of the deceased nominee if the nominee is a beneficiary under conditional Hibah.
- (e) If there is no effective nomination in force upon Your death, the benefits payable may be paid to Your lawful executor or Your administrator of estate. If there is no lawful executor or administrator of estate at the time of payment of the benefits, We may pay to a proper claimant up to the maximum amount allowable under the Laws of Malaysia, and the balance, if any, will be paid to the person named as Your lawful executor or Your administrator of estate in accordance with the court order received by Us subsequently.

4. CHANGE OF ADDRESS

It is important that You inform Us immediately of any change of address so that We can keep You informed of important information. You should also notify Us of any change in the address(es) of Your nominee(s) in order to make it easier for payment of claims.

5. INQUIRIES / COMPLAINTS HANDLING

If You have any inquiry or complaint pertaining to any matter related to Your Certificate, You may refer to Our Customer Service Unit (CSU) at:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Keluarga Berhad [198401019089 (131646-K)],
14th Floor, Annexe Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,



50000 Kuala Lumpur
P.O. Box 11483, 50746 Kuala Lumpur.

Tel: 1-300 88 252 385
Email: csu@takaful-malaysia.com.my
Website: takaful-malaysia.com.my

6. AVENUE OF CLAIM APPEAL

If You need further clarification or You are not satisfied with Our claim decision, please contact Our Customer Service Unit at 1-300 88 252 385 or email Us at csu@takaful-malaysia.com.my and We will provide Our response accordingly. For appeal cases, We will escalate the same to Our senior management for review and provide Our response once Your appeal has been decided / concluded by Us.

In the event that You are not satisfied with the final decision with regard to Your appeal, You may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM), at the following addresses within six (6) months from Our decision.

Ombudsman for Financial Services (664393P)

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

Tel: 603 2272 2811
Fax: 603 2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

BNM Laman Informasi Nasihat dan Khidmat (LINK)

Ground Floor, Blok D, Bank Negara Malaysia
Jalan Dato' Onn,
50480 Kuala Lumpur.

Tel: 1-300 88 5465 (LINK)
Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my



CLAIM GUIDELINES AND PROCEDURES

1. NOTICE OF CLAIM

A written notice of claim with particulars sufficient to identify the Person Covered must be given to Us within ninety (90) days from the date of occurrence or commencement of the claim.

Failure to give such notice within the stated period shall not invalidate the claim if there is a valid reason acceptable to Us that it is not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.

2. PROOF OF CLAIM

Satisfactory proof of the claim together with fully completed claim forms furnished by Us must be submitted to Us within one (1) year from the date of occurrence or commencement of the claim.

3. CERTIFICATE, INFORMATION AND EVIDENCE

All certificates, information, medical reports and evidence as required by Us shall be furnished at Your or the Person Covered's expense, and in such a form that We may require. In any event, all notices, which We shall require You or the Person Covered to give, must be in writing and addressed to Us. You or the Person Covered shall, at Our request and expense, submit to Us a medical examination whenever such is deemed necessary.

4. PAYMENT OF CLAIM

Before We make any payment under Your Certificate, We shall deduct any amount owed to Us, inclusive of any outstanding Contribution due for the current Individual Certificate Year. For any benefit payout under Clause 3.1, such payment will be payable to Your nominee / Your lawful executor / Your administrator of estate according to the terms and conditions of the Master Certificate and Your Certificate. For any benefit payout under Clause 3.2 and Clause 3.3, such payment will be payable to You according to the terms and conditions of the Master Certificate and Your Certificate. After We have made the payment, Our responsibility will be fully discharged.

We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:

- 4.1 the existence of Permissible Takaful Interest between You and the Person Covered under Your Certificate; or
- 4.2 the circumstance of the loss.

If any claim is fraudulent or of any fraudulent means, including false declaration or statement, inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain benefits under Your Certificate, We will not pay the claim and all cover under Your Certificate will be forfeited.

5. TERM AND CONDITION

The claimant is responsible to ensure that the claim is for the benefits under Your Certificate. Any difference in definition of scope of cover will strictly follow those as stated in Master Certificate.



6. **CLAIM FORM AND SUPPORTING DOCUMENTS (COPIES MUST BE CERTIFIED)**

Death Claim

Documents required for Death Claim:

- (a) Claim form
- (b) Death certificate duly certified
- (c) Deceased's NRIC duly certified
- (d) Nominee's NRIC duly certified
- (e) Nominee's bank account details (to be completed in the claim form under Part 4)
- (f) Burial permit

Additional documents required for Accidental Death as follows:

- (a) Police report duly certified
- (b) Port mortem report/ autopsy report duly certified, if applicable

Additional documents for Overseas Death as follows:

- (a) Letter of confirmation of death by National Registration Department (JPN)
- (b) Certificate for foreign death duly certified

Total and Permanent Disablement Claim

Documents required for Total & Permanent Disability Claims:

- (a) Claim form
- (b) Medical Certification -To be completed by the attending physician in the claim form under Appendix 2 (after 6 months from the disability date*)
- (c) Claimant's/Nominee's NRIC duly certified
- (d) Claimant's/Nominee's bank account details (to be completed in the claim form under Part 4)
- (e) Police report duly certified (accidental cause)

* Not applicable for clear cut TPD claims such as amputation, end stage kidney failure, etc.

Critical Illness Benefit (Accelerated) Claim

Documents required for Critical Illness Claims:

- (a) Claim form
- (b) Medical Certification -To be completed by the attending physician in the claim form under Appendix 1
- (c) Claimant's NRIC duly certified
- (d) Claimant's bank account details (to be completed in the claim form under Part 4)
- (e) Medical report according to the specific type of the critical illness claim
- (f) Copy of all relevant test results, hospital reports, CR/MRI scan, x-ray, biopsy/histopathology report.

Note:

The above information only serves as a guide. We reserve the right to request for other relevant documents and information whenever necessary.