

# TAKAFUL IKHLAS GENERAL BERHAD 201701019705 (1233870-A)

5th Floor, Bangunan Malaysian Re, No. 17, Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur **T:** +603-2723 9696 **F:** +603-2723 9998 **Website:** www.takaful-ikhlas.com.my (Licensed under Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia)

### **IKHLAS SECURE TRAVEL TAKAFUL CERTIFICATE**

#### SALAM SEJAHTERA AND THANK YOU

For choosing Us as Your Travel cover Takaful provider.

#### INTRODUCTION

The Takaful Participant and the Company hereby agree that:

- The Proposal shall be incorporated and be the basis of the Takaful Certificate.
- 2. The Takaful Participant agrees to pay the Takaful Contribution in accordance with the Schedule.
- 3. The Proposal Form completed fully and faithfully shall be a condition precedent to any liability of the Company.
- 4. The Takaful coverage is subjected to the terms of this Takaful Certificate including provisions in respect of territorial limits and the Period of Takaful coverage specified in the Schedule.
- 5. The Schedule shows the coverage plan You have chosen, Your sum covered and any special terms that apply to Your Takaful Certificate. Please read the Takaful Certificate and Schedule carefully to ensure that it covers Your need.
- 6. The relationship between the Company and the Takaful Participant in this Takaful Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

### For Consumer Takaful Contracts (Takaful wholly for purposes unrelated to Your trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution specified in the Takaful Certificate Schedule and pursuant to the answers provided in Your Proposal Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of your Proposal Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of Takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures provided by You, only the remedies in Takaful Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us.

## For Non - Consumer Takaful Contracts (Takaful for purposes related to Your trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution as specified in the Takaful Certificate Schedule and pursuant to the answers given in Your Proposal Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures given by You shall form part of this contract of Takaful between You and Us. Any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of the terms or termination of Your contract of Takaful.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us.

### **Notification of PIDM's Protection**

The benefits payable under eligible Takaful Certificate are protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Takaful Ikhlas General Berhad or PIDM (visit <a href="https://www.pidm.gov.my">www.pidm.gov.my</a>).

#### **DEFINITIONS**

Under this Takaful Certificate:

- "Accident/ Accidental" means an event or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the Person Covered.
- 2. "Benefits" means the amount the Company will pay for a legitimate claim under this Takaful Certificate based on the Benefits description in the Schedule.
- 3. "Bodily Injury" means injury caused solely and directly by Accidental means and shall exclude injury caused by sickness, disease or medical disorder.
- **4.** "Burglary" means theft following forcible and violent entry or exit from the premises.
- 5. "Cancellation Expenses" means loss of irrecoverable deposits or charges for advance payments for travel or accommodation or other charges which are forfeited pursuant to provisions of the related contract for which proof of such forfeiture should be provided.
- 6. "Common Carrier" means any land, inland waterways, sea or air conveyance operated under a license for the transportation of fare paying passengers and which has fixed and established routes only. It does not include taxis, helicopters and limousine services nor does it mean any such carrier if chartered or arranged as part of a tour even if such services are regularly scheduled.
- 7. "Child, Children" means Your natural or step or legally adopted unmarried child or children that are not in full time employment, aged between thirty (30) days to seventeen (17) years of age [or under twenty-three (23) years old if still studying full-time in a recognised institution of higher learning] on the Effective Date of Takaful.

IKHLAS Secure Travel Takaful Certificate (ENG) 0324 v2.0 website



- 8. "Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
  - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.
- 9. "Critical Medical Condition" means a medical condition suffered by the Person Covered as a result of Bodily Injury or Illness, which is determined to be life-threatening at the absolute discretion of a Medical Practitioner designated by Us.
- **10. "Curtailment"** means abandonment to return to a place of residence in Malaysia of the planned Trip after arrival at the booked destination as shown on the booking invoice due to:
  - a) Serious Bodily Injury or Serious Illness of the Person Covered (excluding COVID-19 and pre-existing illness);
  - b) Death, Serious Bodily Injury or Serious Illness of a Family (excluding COVID-19 and pre-existing illness);
  - c) Hijacking of the aircraft in which the Person Covered is on board as a passenger;
  - d) Natural disasters which prevent the Person Covered from continuing with their planned Trip;
  - e) Act of Terrorism; or
  - f) A fire or natural disaster resulting in serious damage to Your place of residence in Malaysia.

A medical report must be obtained from the Medical Practitioner treating the Person Covered or the Family confirming the Serious Bodily Injury or Serious Illness.

- **11. "Each Day of Hospital Confinement"** is defined as a day when the Hospital makes a charge for room and board to the Person Covered for admission as an in-patient for a minimum period of twenty-four (24) hours on the recommendation of a Medical Practitioner.
- 12. "Effective Date of Takaful" means the Effective Date on the Takaful Certificate and/or Schedule.
- **"Endorsement"** means a written alteration or amendment to the information, terms and conditions of this Certificate. Endorsement to this Certificate must be issued by Us.
- 14. "Family" means the Spouse of Person Covered, parent, parent-in-law, grandparent, Child(ren), brother or sister, who are residing in Malaysia.
- 15. "Hijack" means unlawful seizure and control of a Common Carrier from the regular crew by use or threatened use of violent means.
- **16.** "Home" means Your usual place of residence in Malaysia.
- 17. "Home Contents" means household furniture, fixtures, fittings and furnishings, clothing and personal effects contained in Your Home excluding antiques, artifacts, paintings, objects of art or intrinsic value, manuscripts, financial securities of any kind, money, stamps, travel document, credit cards, bonds, coupons, negotiable instruments, title deeds, driving license and identity cards.
- **18. "Hospital"** means a registered institution under supervision of physicians, established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for:
  - a) Twenty-four (24) hours nursing services by registered and graduate nurses; and
  - b) Diagnostic and major surgery.

## A Hospital is not:

- a) Primarily a clinic;
- b) A convalescent, nursing or rest home;
- c) A rehabilitation center for alcoholics or drugs addicts; or
- d) A home for the elderly or infirmed.
- **19. "Hospital Confinement"** means an admission of the Person Covered to a Hospital as a registered in-patient for treatment for Accident or Illness upon recommendation of a Medical Practitioner. The Person Covered must be required to physically stay in the Hospital for the duration of Hospital Confinement.
- 20. "In-patient" means a person who stays one or more nights in a hospital in order to receive medical care.
- 21. "Illness / Sickness" means any sudden and unexpected deterioration of health due to a medical condition contracted, commencing or manifesting during the trip which requires the treatment by a certified Medical Practitioner'.
- 22. "Loss of Hearing" means total, permanent and irreversible loss of hearing as a result of Accident to the extent that the loss is greater than 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.
- **23.** "Loss of Limb" means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or the total and permanent functional disability of an entire hand, arm, foot or leg.
- **24.** "Loss of Sight" means total, permanent and irreversible loss of sight as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in one (1) eye or both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.



- 25. "Loss of Speech" means total and irrecoverable loss of speech which is beyond remedy by surgical or other treatment.
- **"Medical Practitioner"** means a doctor, consultant physician, surgeon, or specialist, who is registered to practice western medicine, who in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice where the treatment is provided. The attending Medical Practitioner cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.
- 27. "Out-patient" a patient who is not hospitalized overnight but who visits a hospital, clinic, or associated facility for diagnosis or treatment.
- **28.** "Proposal" means the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
- 29. "Period of Takaful" means the period of Takaful shown in the Schedule.
- **30.** "Plan(s)" means the coverage indicated in the Takaful Certificate:
  - a) Individual Plan means a plan for the Person Covered named in the Takaful Certificate and who is aged between eighteen (18) and seventy (70) years,
  - b) Senior Citizen Plan means a plan for the Person Covered named in the Takaful Certificate and who is aged between seventy-one (71) and eighty (80) years,
  - c) Family Plan means the Certificate covers You, Your Spouse and Your Child(ren), who are named as Person Covered in the Takaful Certificate. The Family Plan applies to children aged between thirty (30) days and seventeen (17) years (extended to 23 years old for full time students, up to maximum 5 children) and adults aged between eighteen (18) years and seventy (70) years,
  - d) **Group Plan** means a plan for the Person Covered named in the Takaful Certificate and who is aged between thirty (30) days and seventy (70) years. Benefit payable for Group Plan is based on Individual Plan.
- **31.** "Pre-existing Illness" means an Illness about which the Person Covered is considered to have a reasonable knowledge, based on any of the following occurring before the Effective Date of Takaful:
  - 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) The condition would have been apparent to a reasonable person in such circumstances.
- 32. "Qard" shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
- 33. "Risk Fund" means a pool of fund based on the concept of Tabarru' providing mutual protection and indemnity among the Takaful Participants.
- **34.** "Schedule" means the information page that contains the details of the Takaful Participant, the Benefits, Takaful Contribution and period of Takaful attached to this Takaful Certificate.
- 35. "Schedule Carrier" means scheduled aircraft, train or sea vessel where the aircraft, trains and sea vessels are listed with the relevant authorities in the countries in which the aircraft, train or sea vessel is registered and holds a certificate, license or similar authorisation for scheduled transportation and in accordance with such authorisation, maintains and publishes schedules and tariffs for passenger service between named airports, train stations and ports at regular and specific times. For all intended purposes, chartered carriers are not to be construed as scheduled carriers.
- **36.** "Serious Bodily Injury or Serious Illness" whenever applied to the Person Covered, is one which requires treatment by a Medical Practitioner and which results in the Person Covered being certified by that Medical Practitioner as unfit to travel or continue with the planned Trip. When applied to the Family, it shall mean Bodily Injury or Illness certified by a Medical Practitioner as being dangerous to the life of the Family and which results in the discontinuation or cancellation of the planned Trip.
- 37. "Specified Cause" means:
  - a) The Person Covered dying or becoming ill (excluding illness and/or incidences arising from COVID-19 and pre-existing illness) or sustaining Bodily Injury rendering them unfit to travel in the opinion of a Medical Practitioner;
  - b) The death of Family or Bodily Injury and/or Illness of Family (excluding illness and/or incidences arising from COVID-19 and pre-existing illness) necessitating a Hospital Confinement;
  - c) Compulsory quarantine other than quarantine related to any contagious or communicable disease, jury service, subpoena or kidnapping of the Person Covered;
  - d) Cancellation of scheduled Common Carrier services consequent upon strike, riot or civil commotion;
  - e) Following the first announcement, advice, warning, restriction and/or declaration issued by any governmental bodies of the Malaysian government, and/or the government of any destination country(ies) including UN, WHO, and/or any other global authorities declaring it unsafe, hazardous, precarious and/or dangerous for any travel to be undertaken until such announcement, advice, warning, restriction and/or declaration fully and/or completely and/or effectively uplifted and/or removed; All or any other and/or subsequent announcement, advice, warning, restriction and/or declaration shall not be considered as a separate and distinct event from the first announcement;
  - f) Natural disasters which prevent the Person Covered from continuing with their planned Trip; or
  - g) The Person Covered's residence becoming uninhabitable following fire, storm, or flood occurrence such that the Person Covered's presence is required on the premises on the scheduled departure date as stated on the travel ticket,

where, for paragraphs (a) to (f), the events mentioned occur within thirty (30) days before the scheduled departure date as stated on the travel ticket, and for paragraph (g) the event occurs within seven (7) days before the scheduled departure date as stated on the travel ticket.

**38. "Tabarru"** refers to donation by Takaful participants contributed in the Risk Fund, for the purpose of providing mutual financial benefit payable to the takaful participants or their beneficiaries on the occurrence of pre-agreed events.



- **39. "Takaful"** means an arrangement based on mutual assistance under which takaful participants agree to contribute to a common fund providing for mutual financial benefits payable to the takaful participants or their beneficiaries on the occurrence of pre-agreed events.
- **40. "Takaful Business"** means the business relating to the administration, management and operation of a Takaful Fund for its Takaful Participants which involve elements such as investments, savings and claims and Retakaful business and a reference to carrying on Takaful Business shall include all or any of the activities set out in paragraph 5(4)(a) of the Islamic Financial Services Act 2013.
- **41. "Takaful Certificate"** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
- 42. "Takaful Contribution" means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
- 43. "Terrorism" means an act or acts, of any person or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.
- **44. "the Takaful Participant, You, Your, Person Covered"** shall means the person or persons named in the Takaful Schedule as "the Participant", the person or persons who is covered under this Takaful Certificate as per list lodged to the Company.
- **45. "the Company, We, Us, Our"** means Takaful Ikhlas General Berhad, its successors or assigns including any subsidiaries wholly owned and associated with MNRB Holdings Berhad or any other appointed service providers.
- **46.** "Trip means:
  - a) International (to Area of Travel under Area 2, 3 or 4)
    - Journey commencing six (6) hours prior to the booked departure time for a direct journey to the place of embarkation in Malaysia and ceases on whichever of the following occurs first:
    - a) Six (6) hours after booked arrival time at the final destination in Malaysia;
    - b) Immediate upon arrival at Your Home of residence in Malaysia; or
    - c) The expiry of the Period of Takaful specified in the Takaful Certificate.
  - b) Domestic (Area of Travel within Malaysia)
    - Journey commencing from the Effective Date of Takaful at 12:01 am Malaysian time and ceases on whichever of the following occurs first:
    - a) Immediate upon arrival at Your Home of residence in Malaysia; or
    - b) The expiry of the Period of Takaful at 11:59 pm Malaysian time, on the date specified under the Takaful Certificate.

The duration under "Per Trip" shall not exceed:

- a) Thirty (30) consecutive days for travelling within Area of Travel under Area 1; or
- b) Ninety (90) consecutive days for travelling to and within Area of Travel under other than Area 1;

from the commencement date of such Trip.

One way trip is not allowed.

**47. "Wakalah"** refers to a contract where a party, as principal *(muwakkil)* authorizes another party as his agent *(wakil)* to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of the Company, We are appointed as an agent *(wakil)* to carry out the Takaful Business and a Wakalah fee *(Ujrah)* to be paid to the Company.

#### TRAVEL AREA

Travel Area	Countries			
1	Malaysia (Domestic)			
2	Australia, Brunei, Cambodia, China, Hong Kong, Macau, India, Indonesia, Japan, South Korea, Laos, Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam			
3	Worldwide excluding USA & Canada			
4	Worldwide including USA & Canada			



	SCHEDULE OF BENEFITS Sum Covered (RM)						
Section	Benefit (per any one incident / accident, per trip)	Domestic	Diamond				
Α	Personal Accident Benefits	Domestic	Silver	Gold	Platinum	Diamond	
	Accidental Death or Permanent Disability						
A1	a. Adult	75,000	100,000	300,000	500,000	1,000,000	
	b. Child	15,000	20,000	60,000	100,000	200,000	
_	c. Family – maximum payable under Family plan	225,000 Due to accident	300,000	900,000	1,500,000	3,000,000	
В	Medical & Other Related Benefits	only	Due to accident or liness				
		75,000 / person	100,000 / person	300,000 / person	500,000 / person	1,000,000 / person	
B1	Medical Expenses (up to)	187,500	250,000	750,000	1,250,000	2,500,000	
		(overall family	(overall family	(overall family	(overall family	(overall family	
		limit)	limit)	limit)	limit)	limit)	
		7,500 / person	10,000 / person	30,000 / person	50,000 / person	100,000 / person	
B2	Follow Up Treatment (up to)	18,750	25,000	75,000	125,000	250,000	
		(overall family	(overall family	(overall family	(overall family	(overall family	
		limit)	limit)	limit) 500 / person	limit) 500 / person	limit) 500 / person	
			Not covered	1,250	1,250	1,250	
B3	Alternative Medical Treatment (up to)	Not covered		(overall family	(overall family	(overall family	
				limit)	limit)	limit)	
	Compassionate Care (up to)		5,000 / person 5,000	7,500 / person	10,000 / person 10,000	15,000 / person	
B4		Not covered	(overall family	7,500 (overall	(overall family	15,000 (overall	
			limit)	family limit)	limit)	family limit)	
			3,000 / person	5,000 / person	10,000 / person	15,000 / person	
B5	Child Guard Benefit (up to)	Not covered	3,000 (overall family	5,000 (overall	10,000 (overall family	15,000 (overall	
			limit)	family limit)	limit)	family limit)	
	Hospital Allowance (maximum 30 days)	75 per day /	100 per day /	200 per day /	300 per day /	350 per day /	
		person	person	person	person	person	
B6		6,750 (overall family	9,000 (overall family	18,000 (overall family	27,000 (overall family	31,500 (overall family	
		limit)	limit)	limit)	limit)	limit)	
		,	,	1,000 / person	1,500 / person	2,000 / person	
			Not covered	4.000	4.500	2.000	
B7	Dispatch of Medicine (up to)	Not covered		1,000 (overall family	1,500 (overall family	2,000 (overall family	
	. , ,			limit)	limit)	limit)	
С	Emergency Medical Evacuation & Repatriation	Due to accident only	Due to accident or illness				
	Repatriation Expenses (up to)	Not covered	500,000 /	1,000,000 /	1,500,000 /	2,000,000 /	
C1			person 1,500,000	person 3,000,000	person 4,500,000	person 6,000,000	
Ci			(overall family	(overall family	(overall family	(overall family	
			limit)	limit)	limit)	limit)	
	Emergency Medical Evacuation (up to)	Net covered	500,000 /	1,000,000 /	1,500,000 /	2,000,000/	
C2			person 1,500,000	person 3,000,000	person 4,500,000	person 6,000,000	
62		Not covered	(overall family	(overall family	(overall family	(overall family	
			` limit)	limit)	limit)	limit)	
	Funeral Expenses	2,000 / person	2,500 / person	5,000 / person		10,000 / person	
C3		6,000 (overall family	7,500 (overall family	15,000 (overall family	22,500 (overall family	30,000 (overall family	
		limit)	limit)	limit)	limit)	limit)	
D	Travel Inconvenience	7	,	7	7	, ,	
	Travel Delay (for every 6 hours)	100 / Charrer :	100 / 05	200 / 65	200 / 05	200 / 05	
D4	a. Individual plan	100 / 6hour up to 1,000	100 / 6hour up to 1,500	200 / 6hour up to 3,000	200 / 6hour up to 5,000	to 10,000	
D1		300 / 6hour up to	300 / 6hour up	600 / 6hour up	600 / 6hour up	600 / 6hour up	
	b. Family plan	3,000	to 4,500	to 9,000	to 15,000	to 30,000	
		2,220	5,000 / person		25,000 / person		
D2	Travel Cancellation (up to)	Not covered	15,000	45,000	75,000	105,000	
	caronanon (up to)	110.0076160	(overall family	(overall family	(overall family	(overall family	
			limit)	limit)	limit)	limit)	



			I = 000 /	L = 000 /	la= aaa /	la= 000 /
			5,000 / person		25,000 / person	
D3	Travel Curtailment (up to)	Not covered	15,000 (overall family	45,000 (overall family	75,000 (overall family	105,000 (overall family
			limit)	limit)	limit)	limit)
			400 / person	500 / person	600 / person	700 / person
D4	Troval Missannaction	Not covered	1,200	1,500	1,800	2,100
D4	Travel Misconnection	Not covered	(overall family	(overall family	(overall family	(overall family
			limit)	limit)	limit)	limit)
				1,000 / person	5,000 / person	10,000 / person
D5	Missed Departure (up to)	Not covered	Not covered	3,000 (overall family	15,000 (overall family	30,000 (overall family
				limit)	limit)	limit)
				2,000 / person		10,000 / person
D0	Transl Overther dead (see to)	Natarana	Not seven d	6,000	15,000	30,000
D6	Travel Overbooked (up to)	Not covered	Not covered	(overall family	(overall family	(overall family
				limit)	limit)	limit)
		1,000 / person	1,500 / person	3,000 / person		10,000 / person
D7	Loss of Travel Deposit due to Insolvency of Travel	3,000	4,500	9,000	15,000	30,000
	Agent (up to)	(overall family limit)	(overall family limit)	(overall family limit)	(overall family limit)	(overall family limit)
		250 / person	500 / person	1,000 / person	1,500 / person	2,000 / person
D0	Paggaga Dalay	750	1,500	3,000	4,500	6,000
D8	Baggage Delay	(overall family	(overall family	(overall family	(overall family	(overall family
		limit)	limit)	limit)	limit)	limit)
		250 / person	500 / person	1,000 / person	1,500 / person	2,000 / person
D9	Rental Car Excess Cover (up to)	250 (overall family	500 (overall family	1,000 (overall family	1,500 (overall family	2,000 (overall family
		(overall family limit)	limit)	limit)	limit)	limit)
		iiiriity	iii iii ii	iii iii ii	mint)	miney
				10,000 /	25,000 /	50,000 / person
D40	Hijadia harana isana (attan 04 haran)	Natarana	Not seven d	person	person	150,000
D10	Hijacking Inconvenience (after 24 hours)	Not covered	Not covered	30,000 (overall family	75,000 (overall family	(overall family
				limit)	limit)	limit)
			\ \			
			2,500 / person	5,000 / person	7,500 / person	10,000 / person
D44	T 15 17 17	<b>N</b> 1 /	7,500	15,000	22,500	30,000
D11	Travel Fraud (up to)	Not covered	(overall family	(overall family	(overall family	(overall family
			limit)	limit)	limit)	limit)
E	Losses of Personal Belongings					
		1,000 / person	2,500 / person	5,000 / person	7,500 / person	10,000 / person
	Loss or Damage to Luggage & Personal Effects (up to)	2,500	6,250	12,500	18,750	25,000
E1	Loss of Damage to Euggage & Personal Effects (up to)	(overall family	(overall family	(overall family	(overall family	(overall family
		limit)	limit)	limit)	limit)	limit)
		400 / person	1,000 / person	2,000 / person	3,000 / person	4,000 / person
	a. Baggage	1,000 (overall family	2,500 (overall family	5,000 (overall family	7,500 (overall family	10,000 (overall family
		limit)	limit)	limit)	limit)	limit)
		600 / person	1,500 / person	3,000 / person	4,500 / person	6,000 / person
	b. Personal Effects - limited to RM500 for any one	1,500	3,750	7,500	11,250	15,000
	article or a pair or a set of articles:	(overall family	(overall family	(overall family	(overall family	(overall family
		limit)	limit)	limit)	limit)	limit)
		500 / person 1,250	1,000 / person 2,500	2,500 / person 6,250	5,000 / person 12,500	7,500 / person 18,750
E2	Loss of Travel Documents (up to)	(overall family	(overall family	(overall family	(overall family	(overall family
		limit)	limit)	limit)	limit)	limit)
		200 / person	500 / person	500 / person	1,000 / person	2,000 / person
E3	Loss of Personal Money (up to)	500	1,250	1,250	2,500	5,000
	2000 of 1 croomal Money (up to)	(overall family	(overall family	(overall family	(overall family	(overall family
		limit)	limit)	limit)	limit)	limit)
	Home Care - limited to RM500 for any one article or a		1,000 / person 1,000	2,000 / person 2,000	3,000 / person 3,000	4,000 / person 4,000
E4	pair or a set of articles (up to)	Not covered	(overall family	2,000 (overall family	(overall family	(overall family
□4			, ·	limit)	limit)	limit)
L4	pair of a set of articles (up to)		l limit)			
E4	pail of a set of articles (up to)		iiiiiii)			7,500 / person
E4	pail of a set of articles (up to)		iiiiit)	2,500 / person	5,000 / person	7,500 / person 7,500
		Not covered		2,500 / person 2,500	5,000 / person 5,000	7,500 / person 7,500 (overall family
E5	Loss of Credit Card (up to)	Not covered	Not covered	2,500 / person 2,500 (overall family	5,000 / person 5,000 (overall family	7,500 / person 7,500
		Not covered		2,500 / person 2,500	5,000 / person 5,000	7,500 / person 7,500 (overall family

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F	Personal Liability						
F1	Personal Liability	200,000 / person 500,000 (overall family limit)	250,000 / person 625,000 (overall family limit)	1,000,00 perso 2,500,0 (overall fa limit)	n per 000 3,75 amily (overa	0,000 / rson 0,000 II family nit)	2,000,000 / person 5,000,000 (overall family limit)
G	Other Benefits						
G1	Badal Hajj	Not covered	3,500 / person 3,500 (overall family limit)				
G2	Waqf		A percentage	of Sum Co	vered Upon D	eath	
Н	COVID-19 (Add On Coverage)						
H1	Death due to COVID-19 Adult Child Family – maximum payable under Family plan	Not Covered	100,000 20,000 300,000	300,00 60,00 900,00	0 100	0,000 0,000 0,000	1,000,000 200,000 3,000,000
H2	Trip Cancellation due to COVID-19 (up to)	Not covered	5,000 / person 15,000 (overall family limit)				
H3	Medical Expenses overseas due to COVID-19 (up to)	Not covered	300,000 / person 750,000 (overall family limit)				
H4	Emergency Medical Evacuation and Repatriation due to COVID-19 (up to)	Not covered	100,000 / person 250,000 (overall family limit)				
H5	Repatriation Expenses of Death due to COVID-19 (up to)	Not covered	100,000 / person 250,000 (overall family limit)				
H6	Funeral Expenses due to COVID-19	Not covered	10,000 / person 50,000 (overall family limit)				
ı	Other Benefits (Add On Coverage)						
I1	Adventurous Activities Note: Section A and B	Not covered		vailable	Available	,	Available
12	Loss of Electronic Devices (up to)	Not covered	6,250 (overall (ove	12,500	7,500 / person 18,750 (overall family limit)	15,0	000 / person 37,500 all family limit)

Takaful

IKHLAS®



### **BENEFITS DESCRIPTION**

#### **SECTION A - PERSONAL ACCIDENT BENEFITS**

#### A1. Accidental Death or Permanent Disablement

The occurrence of any specific loss for which indemnity is payable under Section A1(1) to Section A1(5) shall at once terminate all cover under this Certificate, but such termination shall be without prejudice to any other claim originating from the same Accident causing such loss. The maximum Benefit paid under Section A is restricted to 100% of the Benefit Amount as specified in the Schedule of Benefits and any Benefits on partial disability is not payable.

### Limit of Compensation

- when more than one (1) form of permanent disablement results from one (1) accident the percentages are added together, but We/ the Company will not pay more than 100% of the sum covered stated in Section A of the schedule of benefits
- The coverage in respect of You as the Person Covered will lapse upon payment of 100%.
- if a claim is payable for loss of or loss of use, of a whole part of the body, a claim for any component cannot be made. Person Covered will be deemed dead for the purpose of this Certificate if his/her body is not found within 1 year as a result of sinking or wreckage of the common carrier in which You were a fare-paying passenger and onboard at the time of the accident.
- e) any payment made for disappearance will be collected back by Us/the Company from Person Covered, if We are made aware that You are alive for which the claim is made in respect of this benefit.
- for family plan, the Company's liability in respect of child will be limited to 20% of the sum covered stipulated in the schedule of benefits.

Case	Description of Permanent Disablement Case	Proportional of Benefit Amount
1	Loss of both hands or both feet or sight of both eyes	100%
2	Loss of one hand and one foot	100%
3	Loss of either hand or foot and sight of one eye	100%
4	Total paralysis (from the neck down)	100%
5	Permanent quadriplegia (loss or permanent total loss of use of four limbs)	100%
6	Loss of one hand or one foot	50%
7	Loss of four fingers and thumb in one hand	50%
8	Loss of hearing of both ears	50%
9	Loss of speech	50%
10	Loss of sight of one eye	50%
11	Loss of all toes in one foot	50%

#### **SECTION B - MEDICAL & OTHER RELATED BENEFITS**

We will pay up to the limit of the benefit amount as specified in the Schedule of Benefits for the following necessary and reasonably incurred expenses within Period of Takaful that gives rise to the claim resulting from Bodily Injury or Illness (excluding any pre-existing illness) during your trip.

In respect of Domestic trip, this Medical Expenses Benefits is only applicable to Accidental causes.

#### **B1. Medical Expenses**

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits in respect of necessary and reasonably incurred expenses for medical treatment including but not limited to cost of emergency dental treatment during the Trip.

In the event of Hospital Confinement (for international plan), any in-patient medical expenses incurred which directly related to the Bodily Injury or illness (excluding any pre-existing illness) during Your Trip will be based on cashless admission.

Any out-patient medical expenses claim for an amount not exceeding Ringgit Malaysia Three Thousand (RM 3,000) for any one Accident / incident will be on a reimbursement basis.

## B2. Follow-up Treatment in Malaysia

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for the necessary follow-up medical, Hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees if recommended by Your attending doctor) incurred by You in Malaysia within three (3) months after returning from the Trip.

### **B3.** Alternative Medical Treatment

Reimbursement up to the limit of Benefit Amount as specified in the Schedule of Benefits for reasonable alternative treatment expenses, having resulted from Accident or Illness (excluding any pre-existing illness) during the Trip, incurred by You in Malaysia within three (3) months after returning from the Trip.

The treatment must be carried out by a registered traditional medicine practitioner, osteopath, physiotherapist and/or chiropractor provided treatment is first sought from a Medical Practitioner in the first instance. This Benefit excludes treatment prescribed by someone who is You Yourself, Your Spouse, Your businesss partner, Your employer, Your employee, Your agent or a person who is related to You in any way by blood, marriage or adoption.

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#### **B4.** Compassionate Care

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for additional expenses (i.e additional accommodation, communication, round trip economy class air ticket, travel expenses) incurred for one (1) person required to travel due to the following reason:

- 1. due to Your Hospitalization at the medical advice of the treating physician, or
- 2. as a result of Your death during the Trip (international plans only),

provided no adult member of Your Family is present during the Trip.

### **B5.** Child Guard Benefit

Reimbursement up to the limit of Benefit Amount as specified in the Schedule of Benefits for additional expenses (i.e additional accommodation, communication, round trip economy class air ticket, travel expenses) between Malaysia and the place of loss, and meals incurred by one (1) person to take care of and/or accompany the Person Covered's Child(ren), below eighteen (18) years old, back to Malaysia due to Your Hospitalisation, where no adult member of Your Family is present during the Trip (international plans only).

#### **B6.** Hospital Allowance

If You, whilst on a Trip, is subject to Hospital Confinement, We will pay a daily Hospital Allowance up to the limit of Benefit Amount as specified in the Schedule of Benefits for every complete day of Hospital Confinement, provided a valid claim is payable under Section B1. Payment for such Benefit should not exceed thirty (30) days of such Hospital Confinement.

### **B7.** Dispatch of Medicine

A reimbursement of expenses incurred to the Person Covered up to the specified amount as described in the Schedule of Benefits to dispatch medicine for specific treatment due to accident whilst travelling, provided such prescription is recommended by a certified Medical Practitioner.

### **Exclusions applicable to Section B**

We shall not pay for claims in respect of:

- 1. Experimental, elective or investigative procedures or non-emergency medical check-ups, vaccinations and their complications;
- 2. Cosmetic or plastic surgery apart from reconstructive surgery required by a covered Accident;
- 3. Cures (including follow up) of any kind not resulting from an Accident or Illness, psychoanalytical treatment, rest cures, physiotherapy and detoxification:
- 4. Ophthalmological care, eye glasses, contact lenses, eye examinations, refractive surgery, hearing aids, prostheses, dental care, dental treatment, oral surgery and dentures, unless prescribed by a Medical Practitioner for the treatment of Bodily Injury;
- 5. Any congenital condition which includes any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth;
- 6. Any communicable and/or contagious disease including COVID-19;
- 7. Treatments for weight reduction or gain;
- 8. Any investigation and treatment of sleep and snoring disorders and hormone replacement therapy;
- 9. Any circumcision or expenses incurred for sex change;
- 10. Any donation of any body organ including costs of acquisition and donation;
- 11. Any external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses and prescription thereof;
- 12. Any costs and expenses which are of non-medical nature;
- 13. Private nursing, rest cures, sanitaria care or detoxification;
- 14. Any medical expenses incurred overseas after We are of the opinion that You are fit for return to Malaysia but You have refused;
- 15. Any medical expenses incurred overseas which We are of the opinion can be delayed for treatment upon return to Malaysia; and
- 16. When You are not fit to travel or are travelling against the advice of a Medical Practitioner or for the purpose of seeking medical attention.

#### **SECTION C - EMERGENCY MEDICAL EVACUATION & REPATRIATION**

#### C1. Repatriation Expenses

In the event of death due to Injury or Illness (excluding pre-existing illness) of the Person Covered while on a Trip, Our authorised service provider will make the necessary arrangement for transporting the Person Covered's mortal remains or ashes back to Malaysia.

We will pay the reasonable expenses for burial or cremation in the locality where death occurs to Our authorised service provider directly. All arrangements for the repatriation must be approved and arranged through Our authorised service provider unless the arrangements through Our authorised service provider were not possible in the circumstances due to reasons beyond Your control and deemed reasonable by Us.

#### Note:

If You suffer from a disability while on a Trip and as a result die, Our Authorised service provider will arrange for your repatriation back to your place of residence in Malaysia. We will reimburse the reasonable and necessary expenses incurred overseas or within Malaysia (applicable for domestic trip only) for services and supplies provided by the mortician or undertaker, including but not limited to the cost of a basic casket, embalmment and cremation, if so elected. This will not include expenses related to religious ceremony or rites. All arrangements for the evacuation and repatriation must be done via Authorised service provider unless the arrangements were beyond Your control and deemed reasonable by us. For arrangements done by You, We will reimburse the reasonable and necessary expenses to You for an amount that would have been incurred if Authorised Service provider had made the arrangements.



#### C2. Emergency Medical Evacuation

When the Person Covered suffers Injury or Illness (excluding pre-existing illness) while on a Trip and if in the opinion of Our authorised service provider, it is judged medically appropriate to move the Person Covered who has a Critical Medical Condition to the nearest Hospital where appropriate care and facilities are available, Our authorised service provider will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the Person Covered's condition.

The means of evacuation arranged by Our authorised service provider may include air ambulance, surface ambulance, regular air transportation and the final destination will be made by Our authorised service provider and will be based solely on medical necessity.

We will pay the necessary expenses for such evacuation to Our authorised service provider directly. Such expenses shall include expenses incurred for the Person Covered's transportation, medical services and medical supplies necessarily incurred as a result of the emergency medical evacuation.

#### C3. Funeral Expenses

A lump sum amount as specified in the Schedule of Benefits is payable for funeral expense in the event of an Accidental death of the Person Covered.

### **SECTION D - TRAVEL INCONVENIENCE**

## D1. Travel Delay

We will pay You up to the limit as specified in the Schedule of Benefits for the delay period if a disruption to Your journey arises from strike or industrial action, adverse weather conditions, mechanical breakdown or derangement or structural defect of the Common Carrier for which confirmation would have to be rendered only by the Scheduled Carrier providing details particularizing the cause for the delay and the actual departure time of the Scheduled Carrier.

If the Common Carrier provides alternative means of transportation, at no additional cost, which will influence and assist continuing the scheduled journey, the alternative schedule must be accepted and any consequential cost would not constitute a claim.

#### D2. Travel Cancellation

We shall reimburse You in respect of Cancellation Expenses incurred up to the limit of Benefit Amount as specified in the Schedule of Benefits if You are forced to cancel Your Trip, as a direct and necessary result of the Specified Cause, prior to the commencement of that Trip. Provided always that this coverage is effective only if this Certificate is taken up before You become aware of any circumstances which could lead to the disruption of Your Trip.

You can only claim under either Section D2 or Section D3 arising out of the same event.

### **Exclusions applicable to Section D2**

We shall not pay for claims arising directly or indirectly from, in respect of, or due to Government regulation or Statute, delay or amendment of the booked Trip (including error, omission or default) by the provider of any service forming part of the booked Trip as well as the agent or tour operator through whom the Trip was booked, or failure to obtain the necessary documents to travel.

#### D3. Travel Curtailment

We shall reimburse You up to the limit of Benefit Amount as specified in the Schedule of Benefits for the irrecoverable prepaid cost of the planned Trip in respect of relevant travelling expenses which to be calculated proportionately based on the unutilized portion of the planned Trip including any additional hotel and repatriation costs to Malaysia necessarily and reasonably incurred by reason of the said Trip Curtailment. This coverage is effective only if the Certificate is taken up before You become aware of any circumstances which could lead to the disruption of the planned Trip.

You can only claim under either Section D2 or Section D3 arising out of the same event.

### Exclusions applicable to Section D3

We shall not pay for claims arising directly or indirectly from, in respect of, or due to Government regulation or Statute, delay or amendment of the booked Trip (including error, omission or default) by the provider of any service forming part of the booked Trip as well as the agent or tour operator through whom the Trip was booked, or failure to obtain the necessary documents to travel.

### **D4. Travel Misconnection**

We will pay You the Benefit Amount as specified in the Schedule of Benefits if your confirmed onward connecting scheduled aircraft, train or sea vessel is missed at any single transfer point due to the late arrival of the incoming scheduled aircraft, train or sea vessel and no alternative onward or transportation is made available to You for at least six (6) hours from the actual arrival time of your incoming scheduled aircraft, train or sea vessel.

You must obtain a written confirmation from the Scheduled Carrier showing the scheduled departure time and the actual departure time of the flight, journey or sailing to claim this Benefit.

### **D5. Missed Departure**

If the Person Covered misses a scheduled departing Common Carrier while on a Trip, as a result of mechanical breakdown of Common Carrier to get the Person Covered to the departure port, airport or train station as stated in the Person Covered's travel ticket, We will reimburse the additional travel and accommodation expenses necessarily and reasonably incurred in returning to Malaysia, up to the maximum amount specified in the Schedule of Benefits. The Person Covered must obtain confirmation of the mechanical breakdown in writing from the Common Carrier or their handling agent (international plans only).



#### D6. Travel Overbooked

Reimbursement for additional expenses incurred due to the Person Covered being denied from boarding of a scheduled air common carrier due to over-booking including hotel accommodation if there is a delay in departure and no alternative onward transportation is made available for at least six (6) hours from the scheduled departure time (international plans only).

### D7. Loss of Travel Deposit due to Insolvency of Travel Agent

Reimbursement up to the specified amount in the Schedule of Benefits for irrecoverable travel and accommodation expenses paid in advance if the trip is cancelled prior to departure from Malaysia as a result of the insolvency of the travel agent.

#### D8. Baggage Delay

We will pay You the Benefit Amount as specified in the Schedule of Benefits if Your accompanying checked-in baggage is delayed for at least six (6) hours from the time of arrival at the destination abroad till the time You received Your baggage. It does not cover delay of Your baggage upon returning to Malaysia.

In respect of domestic trip, We will pay You the Benefit Amount if Your accompanying checked-in baggage is delayed for at least six (6) hours from the time of arrival at Your planned destination in Malaysia. It does not cover delay of Your baggage upon returning to Your Home.

You must obtain a written confirmation from the Scheduled Carrier on the actual date and time of baggage delivery.

You can only claim under either Section D8 or Section E1 arising out of the same event and of the same item.

#### D9. Rental Car Excess Cover

Reimbursement up to the specified amount in the Schedule of Benefits for any excess/ deductible which the Person Covered becomes legally liable in respect of loss or damage to the rental car.

#### D10. Hijacking Inconvenience

We shall pay You the Benefit Amount as specified in the Schedule of Benefits in the event that the common carrier is hijacked (international plan only) after full 24 hours. Subject otherwise to the terms of this Takaful Certificate, the cover shall continue whilst the Person Covered is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack.

Any claims under this Section must be accompanied by a police report or a report issued by the Common Carrier, confirming that You were a victim of Hijack and the duration of such Hijack.

#### D11. Travel Fraud

Reimbursement up to the specified amount in the Schedule of Benefits for irrecoverable travel and accommodation expenses paid in advance which the Person Covered is unable to board the aircraft or use the accommodation due to the act of fraud committed by the registered travel agent.

## Exclusions applicable to Section D11:

We shall not pay for claims in respect of:

- 1. The travel agent does not have any business license for Tourism Operation
- 2. The travel agent license already suspended prior to the purchased date of coverage of takaful
- 3. Travel arrangement on scheme or coupon business

## **SECTION E - LOSSES OF PERSONAL BELONGINGS**

## E1. Loss or Damage to Luggage & Personal Effects

We will pay You up to the limit of Benefit Amount as specified in the Schedule of Benefits, less any excess, for loss of or damage to baggage and personal effects on a Trip, which are taken, or purchased on a Trip and owned by You due to the negligence of the Common Carrier or theft.

Personal effects being articles of a personal use designed to be worn or carried, belonging to You including clothing, personal effects, trunks, suitcases and the like.

#### Conditions applicable to Section E1

- 1. We shall not pay more than the limit amount as specified in the Schedule of Benefit in the event of loss or damage to the following items:
  - i) Baggage
- ii) Personal Effects limited to Ringgit Malaysia Five Hundred (RM500) for any one article or a pair or a set of articles
- 2. Jewellery, and watches must be worn or kept in personally attended baggage at all times except when in a hotel safe;
- 3. The loss or damage must be reported to the police or relevant authority, having jurisdiction where the loss or damage occurred within twenty-four (24) hours from the incident. Any claims for indemnity under this Section must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss or damage:
- 4. The submission of a claim under this Section shall preclude any claim from being made under Section D8 arising out of the same event and of the same item; and
- 5. In the event You are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance/takaful against the events covered under this Section, We shall only be liable for the excess of the amount recoverable from such other source or insurance/takaful.



#### **Exclusions applicable to Section E1**

We shall not pay for the costs of replacement, repair, or otherwise related to the loss or damage due to/to:

- 1. Your failure to take due and reasonable care and precautions to safeguard and secure the baggage and personal effects;
- 2. Loss of data recorded on tapes, cards, drives and discs or otherwise including the cost of reproducing the data;
- 3. Motorized conveyances;
- 4. Sports items or equipment's;
- 5. Perishable and consumable items;
- 6. Antiques, artifacts, paintings, objects of art or any object with intrinsic value;
- 7. Manuscripts, financial securities or instruments of any kind currency notes or travellers cheques;
- 8. Stamps, travel documents, credit cards, title deeds, driving license and identity cards;
- 9. External prosthetic appliances or devices which includes but is not limited to artificial limbs, hearing aids, implanted pacemakers, contact lenses, lenses, glasses, artificial teeth and dental bridges;
- 10. Musical instruments;
- 11. Fragile items;
- 12. Hired or leased equipment;
- 13. Loss to baggage sent in advance, mailed or shipped separately;
- 14. Loss of business goods or samples or equipment of any kind;
- 15. Loss in respect of shortage due to error, omission, exchange transactions or depreciation in value;
- 16. Electronic items, laptop, tablet and camera whether checked-in or not checked-in with the Common Carrier;
- 17. Jewellery that is checked-in with the Common Carrier;
- 18. Mysterious disappearance;
- 19. Wear & tear and/or scratching and/or denting and/or any damage and/or loss that does not impair the functionality of the baggage; and
- 20. The first Ringgit Malaysia One Hundred (RM100) for any claim made.

#### E2. Loss of Travel Documents

Reimbursement up to the amount specified in the Schedule of Benefits, less any excess, for loss of Your Travel Documents (passport or visas) that is sustained whilst on a Trip due to theft or by force, violence, or threat of violence.

The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours after the incident. Any claim must be accompanied by a copy of a police report, or a report issued by the relevant authority evidencing such loss.

You must take every possible safeguard to ensure the security of Your Travel Documents.

## Exclusions applicable to Section E2

The first Ringgit Malaysia One Hundred (RM100) for any claim made.

### E3. Loss of Personal Money

Reimbursement up to the amount specified in the Schedule of Benefits, less any excess, for loss of Your Personal Money (coins, bank notes, postal money orders or travellers' cheques) that is sustained whilst on a Trip due to theft or by force, violence, or threat of violence.

The loss must be reported to the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours after the incident. Any claim must be accompanied by a copy of a police report evidencing such loss.

You must take every possible safeguard to ensure the security of Your Personal Money.

## Exclusions applicable to Section E3

We shall not pay for claims in respect of:

- 1. Loss due to confiscation or detention by customs or any other authority;
- 2. Loss of postal money orders or travellers' cheques not immediately reported to the local branch or agent of the issuing authority;
- 3. Devaluation of currency or shortage due to errors or omissions during any transactions involving money; and
- 4. The first Ringgit Malaysia One Hundred (RM100) for any claim made.

#### E4. Home Care

Reimbursement up to the amount specified in the Schedule of Benefits against physical loss or damages to your Home Contents as a result of Burglary or fire to Your Home while it is left vacant during Your Trip.

We shall not be liable for more than Ringgit Malaysia Five Hundred (RM500) in respect of any one article or pair or set of articles.

The loss must be reported to the police as soon as possible upon arrival in Malaysia. Any claim must be accompanied by a report issued by the police or relevant authorities and provided that losses are not recoverable from any other sources.

We will not pay for any loss or damage occasioned through your wilful act or involvement.



### E5. Loss of Credit Card

If the Person Covered suffers financial Loss as a direct result of fraudulent use of the Person Covered's credit card(s) following theft while on a Trip, We will pay for such Loss incurred during the Trip up to the maximum amount specified in the Schedule of Benefits.

Provided that such claim must be accompanied by a report issued by the card issuing bank evidencing the Loss. Section E5 shall applicable to International Plans only.

### **SECTION F - PERSONAL LIABILITY**

#### F1. Personal Liability

We shall indemnify You up to the Benefit Amount specified in the Schedule of Benefits in respect of legal liability occurring during the Period of Takaful as a result of Bodily Injury (including Death) to, or Accidental loss of or damage to property of any third party, including third party costs and expenses recoverable from You and costs and expenses incurred, with Our prior written consent.

#### Conditions applicable to Section F1

- 1. Save and except Our prior written consent and confirmation, no Person Covered shall admit any liability and/or give any representation and/or any other undertaking with respect to such liability which has the effect of binding him/her; and
- 2. We shall reserve Our rights to take over the conduct all proceedings arising out of or in connection thereto initiated against You including appointing solicitors of Our own choice to reasonably act and defend on Your behalf.

#### **Exclusions applicable to Section F1**

We shall not pay for claims arising out of, in respect of, or consequent upon:

- 1. Liability to any person who is a member of Your Family and/or Your employer and/or Your employee;
- 2. Accidental loss or damage to property belonging to, held in trust or in the custody or control of You and/or Your employer and/or Your employees and/or any member of Your Family and/or their respective household;
- 3. Pursuit of any trade, business and/or profession;
- 4. Ownership or occupation of land or buildings (other than occupation only of any temporary residence);
- 5. Ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance;
- 6. Legal costs resulting from any criminal proceedings;
- 7. Liability attaching under an express term of a contract, unless liability would attach whether the express term existed or not;
- 8. Liability arising directly or indirectly by or through or in connection with any loss or damage to property due to act of animals belonging to, held in trust or in the custody or control of You and/or Your employer and/or Your employees and/or any member of Your Family and/or their respective household:
- 9. Sexual molestation, physical or mental abuse;
- 10. Any form of punitive including aggravated or exemplary damages awarded by any courts;
- 11. Any non-pecuniary losses; and
- 12. Liability for which payment should be more specifically claimed under any other contract of Insurance/Takaful in Your name

#### **SECTION G - OTHERS**

## G1. Badal Hajj

Compensation to cover for Badal Haji on behalf of the Person Covered in the event of death or permanent disablement of the Person Covered due to accident. The compensation shall be on top of the sum covered amount payable upon death of the Person Covered. For non-Muslim participants, the beneficiary is encouraged to use benefit for charity on behalf of the Person Covered.

Badal Haji will be arranged by the Person Covered's beneficiary. Takaful Ikhlas General Berhad will not involve on any arrangements with third parties regarding Badal Haji.

#### G2. Waqf

Person Covered is given the option to participate in the Waqf program by specifying the intention in the Hibah section of the proposal form. The waqf shall be taken from a portion of the sum covered amount upon death of the Person Covered due to accident and limited to 1/3 of the death sum covered.

## SECTION H - ADD ON COVERAGE COVID- 19

## H1. Death due to COVID-19

If the Person Covered has been diagnosed with laboratory confirmation of infection with COVID-19 whilst on his/her trip resulting in death within the Period of Takaful, We will pay the amount as stated in the Schedule of Benefits.

If a claim is paid under this Section, no other benefits under Section A shall be payable, and shall forthwith terminate this Certificate.

#### H2. Trip Cancellation due to COVID-19

We shall reimburse You in respect of Cancellation Expenses incurred up to the limit of Benefit Amount as specified in the Schedule of Benefits when You have to unavoidably cancel Your Trip due to the listed specified reasons below, which occur within 10 days prior to the commencement of that Trip.

- 1. Your death due to COVID-19;
- 2. The death of Your travel companion (for Family Plan) due to COVID-19.

This coverage is effective only if this Certificate is taken up before You become aware of any circumstances which could lead to cancellation of the Trip and provided this Certificate is taken up at a minimum of fourteen (14) days prior to the commencement of that Trip.



### **Exclusions applicable to Section H2**

We shall not pay for claims:

- 1. If the Issue Date of Your Certificate is less than fourteen (14) days before the start of Period of Takaful;
- 2. If You cancelled Your Trip due to Your disinclination and/or reluctance consequent upon Your own fear and/or distress and/or fright to undertake the planned Trip out of Your own volition when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure:
- 3. If an airline, hotel, travel agent or any other provider of travel and/or accommodation has offered any form of refund whether in cash or inkind including issuance of voucher and/or credit and/or re-booking in lieu of refund or compensation for the Trip cancellation.

#### H3. Medical Expenses overseas due to COVID-19

Reimbursement up to the limit of Benefit Amount specified in the Schedule of Benefits for medical, Hospital and treatment expenses necessarily and reasonably incurred if You are diagnosed with positive COVID-19 and related complications during the Trip.

In the event of Hospital Confinement, any in-patient medical expenses incurred during Your Trip will be based on cashless admission.

#### H4. Emergency medical evacuation and repatriation due to COVID-19

Reasonably incurred expenses arising out of and/or in consequence of any medical necessity for emergency transportation and medical care en route, to move You whilst in Critical Medical Condition as a result of COVID-19 to the nearest Hospital where appropriate care and facilities are available.

In the event of such an emergency, the 24-Hours Travel and Medical Assistance Helpline must be contacted immediately to approve emergency transportation. In dire emergencies in remote or primitive areas, where the 24-Hours Travel and Medical Assistance Helpline cannot be contacted in advance, the emergency transportation must be reported as soon as possible.

We retain the right to decide if it is medically appropriate to move the Person Covered to the nearest Hospital where appropriate medical care is available.

In the event You are hospitalized abroad as a direct result of COVID-19 and it is medically necessary for You to be repatriated back to Malaysia, We will pay the reasonable and necessary repatriation costs. We retain the right to decide whether emergency medical repatriation is required or not.

### H5. Repatriation expenses of death due to COVID-19

If the death of a Person Covered occurs as a direct result of COVID-19 sustained overseas during an overseas Trip, We will pay for the reasonable charges up to the benefit limit for burial or cremation in the place where the death occurred, including the reasonable costs of transportation of the body or ashes to the Person Covered's place of residence in Malaysia.

## H6. Funeral Expenses due to COVID-19

A lump sum amount up to the limit of Benefit Amount as specified in the Schedule of Benefits is payable for funeral expense in the event of death of a Person Covered during the trip due to Covid-19.

#### **Exclusions applicable to Section H**

- 1. For adult Person Covered, You are not fully vaccinated as per the requirement of both Malaysia and the arrival country:
- 2. You are travelling against a medical practitioner's or doctor's advice, or any claim arising from You acting in a way that goes against the advice of a medical practitioner or doctor (including, but not limited to, travelling with COVID-19 symptoms);
- 3. Travelling to a country, specific area or event when the government or regulatory authority in a country to/from which You are travelling has advised against travelling;
- 4. You have notice and/or are aware and/or ought to be aware and/or reasonably expected to have knowledge of the presence of any circumstances which would give rise to a claim under this Certificate prior to issuance of Certificate and/or undertaking any planned trip;
- 5. Your failure to fulfil all the requirements which has been set by the Government/Immigration before You depart for the trip;
- 6. Your failure to obtain any mandatory vaccines, inoculations or prescribed medications prior to the trip;
- 7. Your disinclination and/or reluctance consequent upon Your own fear and/or distress and/or fright to undertake the planned Trip out of Your own volition when the destination is in fact safe for travel and there has been no travel warning issued by the government of such destination and/or no airport closure;
- 8. Any expenses incurred related to compulsory quarantine or stay-at-home requirements imposed by a foreign government;
- 9. Any expenses incurred for COVID-19 testing, mandatory COVID-19 diagnostic tests required by an official government or health authority that You are required to take for the trip, such as pre-departure tests and post-arrival tests;
- 10. Non pandemic/COVID-19 related claims;
- 11. Expenses incurred without Our prior approval.

### SECTION I - ADD ON COVERAGES - OTHERS

### I1. Adventurous Activities

### Note: Section A and B

This is an optional Benefit and is only applicable if You have paid an additional Contribution for this Benefit. Notwithstanding General Exclusion 3, this Certificate is extended to cover the Person Covered in respect of Section A – Personal Accident Benefits and Section B – Medical and Expenses Benefits which may be sustained resulting from engaging in or practicing for:

- 1. Abseiling;
- 2. Bungee jumping;
- Sky diving;
- 4. Hang-gliding;
- 5. Helicopter rides for sightseeing;
- 6. Hot air ballooning;

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- 7. Ultra-marathon;
- 8. Motorcycle convoy;
- 9. Water sports jet skiing, rowing, yachting, parasailing, surfing, windsurfing (boardsailing);
- 10. Mountaineering at mountains below the height of three thousand (3,000) metres above sea level necessitating the use of ropes and other climbing equipment;
- 11. Rock climbing necessitating the use of ropes and other climbing equipment;
- 12. Skiing or snowboarding all within official approved areas of a ski resort;
- 13. Canoeing or white water rafting with a qualified guide and up to Grade 3 (of International Scale of River Difficulty); and
- 14. Underwater activities involving artificial breathing apparatus for diving up to a maximum depth of thirty (30) metres with a qualified diving instructor and with recognised diving certification,

Provided always that the above activities are done on an amateur basis and for leisure purpose with a licensed operator during your journey. All other terms, conditions and exclusions of this Certificate continue to apply.

Note: The benefit is subject to deductible of RM250.00 for Death and Medical Expenses Benefits.

#### 12. Loss of Electronic Devices

We will pay You up to the limit of Benefit Amount as specified in the Schedule of Benefits, less any excess, for loss of electronic devices on a Trip, which are taken and owned by You due to the negligence of the Common Carrier or theft.

Electronic devices shall be limited to handphone, tablet and camera only.

The loss or damage must be reported to the police or relevant authority, having jurisdiction where the loss occurred within twenty-four (24) hours from the incident. Any claims for indemnity under this Section must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss.

In the event You are entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance/takaful against the events covered under this Section, We shall only be liable for the excess of the amount recoverable from such other source or insurance/takaful.

#### Exclusions applicable to Section 12

We shall not pay for the costs of replacement, repair, or otherwise related to the loss due to/to:

- 1. Your failure to take due and reasonable care and precautions to safeguard and secure the electronic devices;
- 2. Loss of data recorded on tapes, cards, drives and discs or otherwise including the cost of reproducing the data;
- 3. Motorized conveyances;
- 4. Electronic items, that is checked-in with the Common Carrier;
- 5. Mysterious disappearance;
- 6. The first Ringgit Malaysia One Hundred (RM100) for any claim made.

### CONDITIONS

The Proposal including all future or subsequent Proposal or Takaful Schedule thereof shall be read together and shall form as an integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of the Proposal, in the Takaful Schedule, or the Certificate shall bear such meaning wherever it may appear.

#### 1. DUTY OF DISCLOSURE

The duty of disclosure is different for a Consumer Takaful Certificate and for a Non-Consumer Takaful Certificate. They are separately outlined below:

### A. Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal Form (or when You applied for this Takaful) i.e. You should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of Takaful has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.

### B. Non-Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of Takaful.

You also have a duty to tell Us immediately if at any time after your contract of Takaful has been entered into, varied or renewed with Us any of the information given in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.



#### 2. NOTICE

Every notice or communication to be given or made under this Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No changes in this Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.

#### 3. AGE LIMIT

Takaful Participant shall not be less than 18 years old or more than 80 years old at the time of the application.

#### 4. CONDITION PRECEDENT TO THE LIABILITY

This Certificate shall be automatically null and void when:

- a) If the Proposal or Declaration of the Takaful Participant is found untrue in any respect, or if any material fact on the Takaful Participant be incorrectly stated therein or omitted therefrom;
- b) if this Takaful Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

#### 5. CHANGES

The Takaful Participant shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the Takaful Participant has become affected.

All notices required to be given by the Takaful Participant to the Company must be in writing addressed to the Company and neither alteration in terms of this Takaful Certificate nor endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.

The Takaful Participant shall give notice to the Company of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against the Accident and/or incapacity.

#### 6. CLAIMS PROCEDURE

In the case of death or permanent disablement to which this Takaful Certificate relates:-

- (a) The Takaful Participant shall always act upon medical or surgical advice within the time periods as may be required for action by such medical practitioner:
- (b) written notice must be given to the Company within fourteen (14) days of the date of the accident causing such injury.

Failure to give notice within the time provided in this Takaful Certificate shall not summarily invalidate the claim if it shall be shown by the Takaful Participant that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

In the event of non-payment of contribution, the outstanding contribution will be deducted from the amount of settlement of which the benefit amount shall be lesser than the sum covered stipulated in the Schedule.

No action at law or in equity shall be brought to recover the compensation under this Takaful Certificate prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. No such action shall be brought after the expiration of one year from the time written proof of loss is required to be furnished.

All information and evidence required by Us shall be furnished at Your or Your legal personal representative expense and shall be in such form and of such nature as prescribed by Us. You as and when required shall undergo medical examination at Your own expense in respect of any claim of Permanent Disablement. In case of Your death, reasonable notice shall be given to Us before interment or cremation and We may require to be represented at a post mortem examination on Your body. We shall have the right and opportunity to conduct an autopsy at our own expense where it is permitted by law.

#### 7. RECEIPT OF DISCHARGE

Payment of any amount paid or made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.

#### 8. CANCELLATION

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover provided that there is no claim made under this Takaful Certificate. The company may also cancel the Takaful Certificate (provided it is necessary, reasonable and justifiable) by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall not be liable to repay for the losses incurred on the same basis as described earlier.



Per Trip Plan: If the effective date of cancellation is after the commencement of the Trip, there is no refund of Contribution would be allowed.

Annual Plan: In the event of Takaful Contribution having been paid for any period beyond the date of termination of this Certificate, the relevant proportion thereof shall be refunded to You subject that no claim has been made during the Period of Takaful.

Note: A handling fee of RM10.00 will be charged in the event of cancellation made by the Takaful Participant.

#### 9. ARBITRATION

All differences arising out of this Takaful Certificate shall be referred to the decision of a single Arbitrator appointed in writing by the parties or if cannot be agreed upon within thirty (30) days from the date of disagreement, two Arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do by either of the parties. In case where the parties or the Arbitrators deem it expedient, the Arbitrators may agree to appoint an Umpire before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs and other costs in connection with the arbitration shall be in accordance with the finding of the Arbitrators or Umpire. However, all initial costs for the appointment and reference shall be borne and paid forthwith by the Takaful Participant. If the Company shall disclaim liability to the Takaful Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

In no case whatever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

#### 10. CONTRIBUTION ALLOCATION

Takaful Contribution allocated by the Takaful Participant as shown in the Schedule shall be placed in the Ta'awuni Account Pool (TAP) at inception to pay Wakalah Fee to Shareholders' Fund and Tabarru' to Risk Fund. The Company will manage the TAP according to the Wakalah principle as defined by the Company and in accordance with the Shariah principles.

The Company will charge up to 45% of the Takaful Contribution as an upfront Wakalah Fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help all Participants in time of misfortune.

Should you have any inquiries on the actual Wakalah fee charged, please contact the Company (Tel: 03-2723 9696 @ e-mail: <u>ikhlas.care@takaful-ikhlas.com.my</u>), for details.

#### 11. SURPLUS

The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the Risk Fund at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. Upon Takaful Certificate expiry, if the amount due to Takaful Participants is less than RM10, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful participants as an act of good deed. The threshold, method and time of settlement of the surplus distribution shall be defined in the Surplus Management Policy. The threshold is not applicable if the Takaful Participants provided their banking information to the Company.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund. If there is a deficit in the Risk Fund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

### 12. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfillment of the terms, conditions and endorsements of this Certificate in so far as they relate to anything to be done or complied with by the Participant or the Participant and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

## 13. GOVERNING LAW

This Certificate including all its Proposals and Takaful Schedules is subject to Bank Negara Malaysia guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

#### 14. TIME

 $\label{thm:continuous} \mbox{Time wherever mentioned in this Takaful Certificate, shall be of the essence of the agreement.}$ 



### 15. ASSIGNMENT

No assignment of interest under this Takaful Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the original Certificate is furnished to the Company at the head Office.

#### 16. TAX

Any contributions, fees and/or monies payable under this Takaful Certificate are subject to any taxes, levies, or charges imposed by the relevant authorities in Malaysia unless otherwise stated.

#### 17. EXPENSES

The Company shall bear all its own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.

#### 18. THIRD PARTY ENGAGEMENT

In carrying out the mandate conferred on it by the Takaful Participants, the Company, may find it necessary to avail itself the services of third parties, therefore the Takaful Participants hereby authorize the Company to engage with the third party for the purpose and benefit of participants and Takaful Business.

#### **GENERAL EXCLUSIONS**

This Takaful Certificate is not intended to and does not cover:

- 1. Death or Disablement or any other loss caused directly or indirectly by:-
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the Person Covered directly or indirectly participates or is involved howsoever in such activities:
  - (b) any act of terrorism;

For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;

- (c) insanity, suicide (whether sane or insane) or any attempt thereat by the Person Covered;
- (d) pre-existing physical or mental defect or infirmity to the Person Covered;
- (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered;
- (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the Person Covered; except miscarriage due to bodily injury as a direct result of an accident;
- (g) provoked murder or assault on the Person Covered;
- (h) any breach of Civil or Shariah Law and principles by the Person Covered;
- (i) pre-existing disablement or Bodily Injury to the Person Covered;
- (j) from misuse or abuse of substance, alcohol and/or drugs by the Person Covered, unless the drug is taken in accordance with an authorized medical prescription;
- (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
- 2. Death or Disablement or any other loss sustained by the Person Covered:-
  - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes (unless You have taken up Adventurous Activities as an Add On Coverage);
  - (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
  - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft;
  - (d) while committing or attempting to commit any unlawful act.



- 3. Death or Disablement or any other loss consequent upon the Person Covered engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games (unless such sports and activities have been covered under the Adventurous Activities (Add on Coverage) that You have participated).
- 4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- 5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) ionization radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
  - (b) nuclear weapons material.
- 6. losses caused directly or indirectly, wholly or partly by:
  - (a) any other kind of disease;
  - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Takaful Certificate and performed within the time provided in this Takaful Certificate):
  - (c) while the Takaful Participant is under the influence of alcohol or drug abuse while driving;
  - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
- 7. Any Bodily Injury which shall result from hernia.
- 8. Claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
- 9. If the Person Covered does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
- 10. The Person Covered engaging in air travel except as passenger in a properly licensed multi-engine aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
- 11. Deliberate exposure to exceptional danger (except in an attempt to save human life), or own criminal act of the Person Covered.
- 12. If the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Takaful Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
- 13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
  - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
- 14. Claims engage in following occupations:
  - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
  - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
  - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Person Covered is off-duty at the time of the Accident and the Bodily Injury does not arise in the course of the employment of the Person Covered or any activity related to employment of the Person Covered), or
  - (d) activities or work involving scaffolding, gondolas, ropes or cables.
- 15. Arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
- 16. Consequential loss or damage of any kind.
- 17. Travel in, to or through countries or regions which are subject to war, conflict, or quarantine for contagious disease.
- 18. Travel in, to or through Belarus, Cuba, Democratic Republic of Congo, Iran, Iraq, North Korea, Israel, Syria, Somalia, Sudan, South Sudan, Ukraine or Zimbabwe.



- 19. COVID-19 (except You have participated in COVID-19 Benefit under Add On Coverage and subject to Terms, Conditions and Exclusion thereto).
- 20. For any travel related cost which becomes un-claimable in the event of an Airline, Local/Foreign travel agent or any other travel intermediaries, hotels/stay services provider(s) or other related Third Parties Travel service provider becoming bankrupt/ruined or insolvent.
- 21. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 22. Any pre-existing illness condition of the person covered.

#### **CLAUSES / WARRANTIES (APPLICABLE TO THIS CERTIFICATE)**

#### 1. DISAPPEARANCE CLAUSE

Disappearance of the Person Covered after a period of one (1) year has elapsed and the Company has examined all evidence available and shall have no reason to suppose other than an Accident has occurred. It is further agreed that if at any time after payment has been made and the Person Covered is found to be living any sum paid by the Company in settlement of the claim shall be refunded to the Company by the Person Covered forthwith.

#### 2. STRIKE, RIOT AND CIVIL COMMOTION CLAUSE

Strike, riot and civil commotion provided that the Person Covered is not directly or indirectly participating in or howsoever involved in such activities.

#### 3. EXPOSURE CLAUSE

Exposure to the elements provided that in the event of death of the Person Covered, his Death is determined as death resulting from exposure after an Accident by a properly constituted Judicial Enquiry.

## 4. ACCIDENTAL DROWNING CLAUSE

Notwithstanding anything contained to the contrary it is hereby declared and agreed that if the Person Covered shall sustain bodily injury as defined in the certificate due to accidental drowning, the Company will pay the amount of compensation as specified in the schedule to the Participant and/ or his/her legal representative. Subject otherwise to the terms and conditions of this Certificate.

#### 5. SANCTION LIMITATION AND EXCLUSION

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

### 6. AGGREGATE LIMIT OF LIABILITY CLAUSE

The Aggregate Limit of Liability or Limit per Conveyance to be borne by Us shall be Ringgit Malaysia Eighteen million (RM18 million) per Certificate. We shall not liable for any amount in excess of the stated Aggregate Limit of Liability or Limit per Conveyance.

In the event that the total sum covered for all the Persons Covered exceeds the said Limit, the Company shall settle the claims of the respective Persons Covered on a proportionate basis.

#### 7. AUTOMATIC EXTENSION OF PERIOD OF TAKAFUL CLAUSE

If You, as a ticket holding passenger on a scheduled Common Carrier is being prevented from completing the return leg of a planned Trip within the Period of Takaful, the Period of Takaful shall be automatically extended without additional Contribution for up to thirty (30) days if You suffer Serious Bodily Injury or Serious Illness (excluding pre-existing illness or illness and/or incidences arising from COVID-19) subject to relevant documentary evidence of such event being provided to Us.

## 8. CASH BEFORE COVER WARRANTY

- It is a fundamental and absolute special condition of this Takaful Certificate that the Takaful Contribution due must be paid and received by the Company before cover commences. If this condition is not complied with then this Takaful Certificate is automatically null and void.
- Where the Takaful Contribution payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be
  deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was
  received by a person, including a Takaful agent, who was not authorized to receive such Takaful Contribution shall lie on the Takaful operator.
- Subject otherwise to the terms and conditions of this Takaful Certificate.

THIS TAKAFUL CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE TAKAFUL PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE TAKAFUL PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE TAKAFUL PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TAKAFUL CERTIFICATE.



### **IMPORTANT NOTICE**

We care about the service that We provide for Our customers, and Our staff makes every effort to maintain as high a standard as possible. In the event that We do not meet Your expectations and You are dissatisfied in some way, We would like to know and would ask You to write to Our:

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

> Tel: +603-27239696 Fax: +603-27239998 E-mail: complaints@takaful-ikhlas.com.my

For legal notices to be considered as properly served or any official correspondences, please send to:

Takaful Ikhlas General Berhad, 5<sup>th</sup> Floor, Bangunan Malaysian Re No.17, Lorong Dungun, Damansara Heights 50490 Kuala Lumpur

Attention to: President and Chief Executive Officer

If you are not satisfied with the rejection or offer of settlement of a claim, you may appeal to the Company. If you are still not satisfied with the decision of the Company, you may then refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows:

Ombudsman for Financial Services (664393P)

Level 14, Main Block Menara Takaful Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur Tel: +603-2272 2811 Fax: +603-2272 1577

E-mail: enquiry@ofs.org.my

Website: www.ofs.org.my

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)

Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur

Tel: 1-300-88-5465 (1-300-88-LINK)

Fax: +603-2174-1515

E-mail: bnmtelelink@bnm.gov.my

