



Direct Hospital Income Benefit Takaful Certificate



Takaful Ikhlas Family Berhad

Registration No. : (200201025412) (593075-U)

IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200, Kuala Lumpur.

Tel: 03 – 2723 9696 | Fax: 03 – 2723 9998 | Website: www.takaful-ikhlas.com.my

A member of :



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

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1. IMPORTANT INFORMATION THAT YOU NEED TO KNOW

Thank you for participating in Direct Hospital Income Benefit. We would like to highlight the important information that you need to know regarding your Takaful Certificate.

Your Direct Hospital Income Benefit Takaful Certificate is a contract between you and us and consists of the following:

- Takaful Certificate Information Page
- Certificate Information Statement
- All certificate Provisions
- Rider certificate(s) – if any
- Proposal form and any documents you provided with it
- Any future endorsement to your Takaful Certificate

Please read your Takaful Certificate to ensure you understand the details of the Takaful benefits and coverage, how to make a claim and other details about Direct Hospital Income Benefit.

If you have questions after reading this Takaful Certificate, you may directly contact us at +603-2723 9696 or email us at ikhilascare@takaful-ikhlas.com.my. We will be happy to assist you.

Certificate Information Statement

This Takaful Certificate is issued upon receiving full payment of Takaful Contribution as specified in the Takaful Certificate Information Page and pursuant to the answers provided by you in your proposal form or in any subsequent questionnaires provided by us.

Such material information shall form part of this contract of Takaful between you and us. It is your duty to take reasonable care not to make any misrepresentation when answering the questions or amending any information previously disclosed upon submission of the proposal or renewal.

You must inform us of any change to the information in your answers or in respect of any matter previously disclosed to us in relation to the Takaful Certificate if such changes had taken place after you have submitted the application for variation but before the Takaful Certificate is varied.

You may refer to the important information below to assist you in observing your obligations under your Takaful Certificate.

<p>1. Payment of Takaful Contribution</p>	<p>Takaful Contribution may be paid by credit card or debit card.</p> <p>Proof of payment shall be as stated in your credit card statement or bank statement. We shall not issue any receipt.</p>
<p>2. Nomination</p>	<p>Nomination is not required under this plan. All Takaful benefits will be payable to the Takaful Participant upon claim.</p>
<p>3. Proof of Age</p>	<p>Proof of age is required prior to any payment of claim of the Takaful Certificate. If age has not been admitted, please send a copy of your Identity Card or Birth Certificate or Passport to us for our records immediately.</p>

4. Cooling-off Period	You may request for cancellation of this Takaful Certificate by sending your request in writing to us within fifteen (15) days from the date of this Takaful Certificate is delivered to you. We shall cancel the Takaful Certificate and refund to you the Takaful Contribution less any expenses incurred for your medical examination.
5. Surrender Value	You can surrender your Takaful Certificate at any time after the inception of the Takaful Certificate, as long as your Takaful Certificate is in force. No amount will be payable when you surrender your Takaful Certificate. It may not be advantageous to surrender or replace an existing Takaful Certificate with a new one. You will lose all the benefits which you are entitled.
6. Enquiry	For assistance or enquiry on our products and services, please call us at +603-2723 9696, contact our nearest branches or e-mail us at ikhlascare@takaful-ikhlas.com.my
7. Changes of Occupation and Personal Details	To keep you informed of important information, you should immediately inform us of any change to your occupation and personal details (address, contact number or email address).
8. Claim Submission	<p>To make a claim, you must send a written notification with supporting documentation as listed in our website to us within thirty (30) days from the event date.</p> <p>Once we have received the notification with complete documentation, we shall process your claim. We may request for additional documents for the claim process.</p>
9. Complaints or Dispute	<p>If you wish to make a complaint, you may contact us at:</p> <p>Takaful Ikhlas Family Berhad (200201025412) Customer Relationship Management Department, IKHLAS Point, Tower 11A, Avenue 5, Bangsar South No 8, Jalan Kerinchi, 59200 Kuala Lumpur. Tel: +603-2723 9696 Fax: +603-2723 9998 E-mail: complaints@takaful-ikhlas.com.my</p> <p>For legal notices to be considered as properly served or any official correspondences, please send to:</p> <p>Takaful Ikhlas Family Berhad (200201025412) IKHLAS Point, 9th Floor, Tower 11A, Avenue 5, Bangsar South No 8, Jalan Kerinchi, 59200 Kuala Lumpur Attention to: President and Chief Executive Officer</p>

If you are dissatisfied with a claim decision, you may make an appeal to us. If you are still dissatisfied with our decision, you may, within one hundred and eighty (180) days of the Company's decision, refer your case to:

**Ombudsman for Financial Services
Co. No. 200401025885 (664393P)**

Level 14, Main Block
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.
Tel: +603-2272 2811
Fax: +603-2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

**Contact Centre (BNMTELELINK)
Laman Informasi Nasihat dan
Khidmat (LINK)**

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

TELEPHONE/FACSIMILE/E-MAIL

Tel : 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603-2174-1717)
Fax: +603-2174-1515
E-mail: bnmtelelink@bnm.gov.my

2. IMPORTANT TERMINOLOGIES AND ITS MEANING

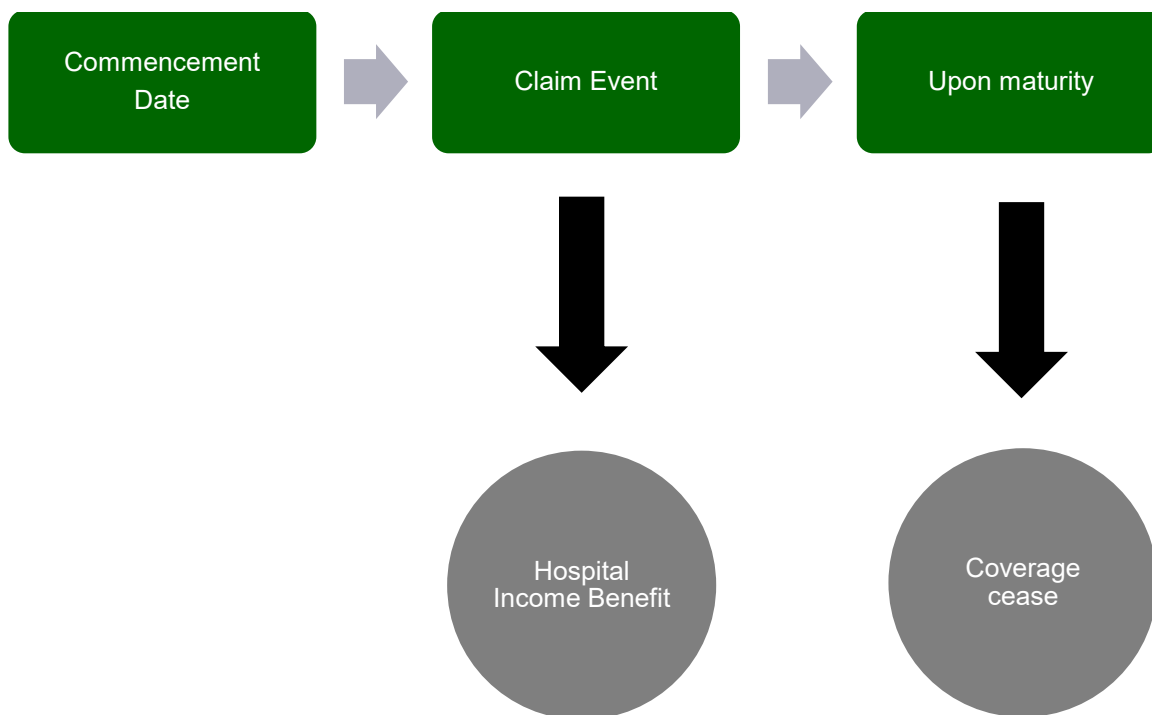
Please read and understand the important terminologies used throughout your Takaful Certificate as this will help you understand the benefit, terms and conditions of Direct Hospital Income Benefit Takaful Certificate.

1. Accident	a sudden, unintentional, unexpected, unusual and specific event by external and visible means that happened at an identifiable date, time and place which shall, independently of any other cause, be the direct cause of bodily injury of the Person Covered.
2. Commencement Date	the date on which the Takaful coverage provided under this Takaful Certificate begins, as stated in the Takaful Certificate Information Page.
3. Maturity Date	as stated in the Takaful Certificate Information Page shall mean the date where the Takaful Certificate expires.
4. Person Covered	the person who is covered under this Takaful Certificate as specified in the Takaful Certificate Information Page.
5. 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. The Tabarru' takes into effect when you contribute to the Risk Fund.
6. Takaful	an arrangement based on mutual assistance under which Takaful Participants agree to contribute to a common fund providing for mutual financial benefits payable to the Takaful Participants or their beneficiaries on the occurrence of pre-agreed events.
7. Takaful Business	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.
8. Takaful Certificate Information Page	the information page that contains the details of you, the participation details, basic and riders, if any, Takaful Contributions, and the duration of the participation.
9. Takaful Contribution	the money payable by you to us for the Takaful coverage provided under this Takaful Certificate as stated in the Takaful Certificate Information Page.
10. Takaful Participant, you or your	the person who has legal title and the holder of this Takaful Certificate and is named as such in the Takaful Certificate Information Page which includes: <ul style="list-style-type: none"> a) The Person Covered, if the Takaful Participant is the Person Covered; b) The lawful assignee; and c) The legal representative of the Takaful Participant.

11. the Company, we, us or our	Takaful Ikhlas Family Berhad or its successors.
12. Wakalah	a contract where a party, as principal (<i>muwakkil</i>) authorizes another party as his agent (<i>wakil</i>) 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 (<i>wakil</i>) to carry out the Takaful Business and Wakalah fee (<i>Ujrah</i>) to be paid to the Company.

3. SUMMARY OF YOUR BENEFITS

This section shows the summary of your main benefits for you to be aware of your coverage. You may refer to the Provisions of Your Benefits for further details.



You may claim your hospital income benefit subject to the following conditions:

- Your certificate has not been terminated for any reason listed in the Termination clause under the Provisions of Your Benefit.
- Your hospitalisation is not due to the exclusions on hospital income benefit as listed in the Exclusions on Hospital Income Benefit (HIB) clause under the Provisions of Your Benefit.

4. PROVISIONS OF YOUR BENEFIT

This section explains in detail your benefits, exclusions, terms and conditions applicable to those benefits.

<p>1. Hospital Income Benefit (HIB)</p>	<p>In the event that the Person Covered is hospitalised to any hospitals approved by us after the Waiting Period, we shall pay the daily Hospital Income Benefit (HIB) to you based on the Sum Covered shown on the Takaful Certificate Information Page.</p> <p>The HIB Sum Covered will only be payable if the Person Covered is hospitalised for more than six (6) hours (exclude day care treatment) in a Hospital on the recommendations and approval of a legally qualified physician or surgeon. The maximum number of days payable per year is limited to one-hundred and eighty (180) days.</p> <p>The maximum number of days payable is up to three-hundred and sixty-five (365) days in aggregate throughout the Takaful Certificate term. Once the maximum number of days payable has exhausted, Takaful Certificate will be terminated.</p> <p>The HIB Sum Covered is payable from the Risk Fund and this benefit is guaranteed.</p>
<p>2. Exclusions on Hospital Income Benefit (HIB)</p>	<p>The Hospital Income Benefit shall not be payable if the hospitalisation is caused directly or indirectly by any of the following:</p> <ul style="list-style-type: none"> i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war; or ii) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or iii) 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 threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or organization and/or to put the public, or any section of public in fear; or iv) Caused by or consequent upon attempted suicide or wilful self-injury or indulgence in alcohol or narcotics or drugs or insanity or arising from venereal disease; or v) Injury sustained by the Person Covered whilst entering, operating or servicing, ascending or descending from or any other activities relating to and including sky diving, parachuting, bungee jumping, hang-gliding or ballooning or any other aerial device, contraption, conveyance except while the Person Covered is in an aircraft operated by a commercial passenger airline on regular scheduled passenger trip over its established passenger route; or vi) Any breach of the law by the Person Covered or any assault provoked by him; or vii) Involvement in any underwater activity necessitating the use of artificial breathing apparatus; or viii) Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination; or

	<ul style="list-style-type: none"> ix) Any treatment or test in connection with AIDS or presence of any Human Immunodeficiency Virus infection and all sexually transmitted diseases; or x) Day Care Treatment, Cosmetic or plastic surgery, dental care and treatment, gender transformation and exploratory or experimental surgery; or xi) Relating to pregnancy or childbirth; or xii) Tests or treatment related to infertility, contraception, sterilization, circumcision or any abortion performed due to psychological or social reasons, and consequence thereof; or xiii) This Takaful Certificate shall not cover hospital confinements within Waiting Period except for Accidental causes. Any hospitalisation outside of Malaysia shall not be covered under this Takaful Certificate; or xiv) Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions; or xv) Specified illnesses occurring within the first one-hundred and twenty (120) days from the Commencement Date or last Reinstatement Date, whichever is later. However, if there is break in coverage prior to the expiry date of the said one-hundred and twenty (120) days, a fresh period of the said Waiting Period shall apply again from the Reinstatement Date; or xvi) Any pre-existing illness; or xvii) Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered disability or any treatment which is not medically necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain; or xviii) Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage or aroma therapy or other alternative treatment; or xix) Eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof; or xx) Private nursing, rest cures or sanitarium care, sterilisation, venereal disease and its sequelae, and any communicable diseases required quarantine by law; or xxi) Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations); or xxii) Hospitalisation for donation of any body organ by a Person Covered.
<p>3. Waiting Period</p>	<p>No hospital income benefit is payable if the hospitalisation existed or diagnosed within the Waiting Period which is the first thirty (30) days from the Takaful Certificate Commencement Date or Reinstatement Date, whichever is later except for any injuries arising from an accident.</p> <p>One-hundred and twenty (120) days waiting period from the Takaful Certificate Commencement Date or Reinstatement Date, whichever is later shall apply in respect of hospitalisation is due to the Specified Illnesses.</p> <p>“Specified Illnesses” shall mean disabilities and its related complications as mentioned below:</p> <ul style="list-style-type: none"> i) Hypertension, diabetes mellitus or cardiovascular disease; or ii) Growth of any kind including tumours, cancers, cysts, nodules, polyps; or

	<ul style="list-style-type: none"> iii) Stones of the urinary system and biliary system; or iv) Any disease of the ear, nose (including sinuses) or throat; or v) Hernias, haemorrhoids, fistulae, hydrocele or varicocele; or vi) Any disease of the reproductive system including endometriosis; or vii) Any disorder of the spine (including a slipped disc) or any knee conditions.
4. Endorsement option	No endorsement is applicable under this plan.
5. Maturity	Upon survival of the Person Covered on the Maturity Date as shown in the Takaful Certificate Information Page, the Takaful coverage shall cease and your Takaful Certificate has no further value.
6. Termination	<p>This Takaful Certificate shall automatically terminate:</p> <ul style="list-style-type: none"> i) on date of death of the Person Covered; or ii) on the Maturity Date shown in the Takaful Certificate Information Page; or iii) on the next Takaful Contribution due date upon surrender of the Takaful Certificate; or iv) upon lapsation of the Takaful Certificate; or v) upon reaching maximum number of days payable as stated under Hospital Income Benefit; <p>whichever is earlier.</p> <p>Termination of this Takaful Certificate shall not prejudice any claim arisen prior to such termination. The payment or acceptance of any Takaful Contribution subsequent to the termination of this Takaful Certificate shall not create any liability to us but we shall refund any such Takaful Contribution.</p>

Refer to the following terminology and its meaning which specifically used in this section:

1. Hospital	<p>a registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for :</p> <ul style="list-style-type: none"> • 24-hour nursing services by registered and graduate nurses; • Diagnostic and major surgery; and • Under the supervision of a Physician. <p>A Hospital is expressly NOT:</p> <ul style="list-style-type: none"> • Primarily a clinic; • A convalescent, nursing or rest home; • A rehabilitation centre for alcoholics or drug addicts; • A home for the elderly or infirmed; or • A Quarantine Centre or any equivalent.
2. Hospitalisation/ Hospitalised	<p>the admission to a Hospital as a registered inpatient for Medically Necessary treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.</p>

3. Pre-Existing Illness	<p>disabilities that the Person Covered has reasonable knowledge of before the Commencement Date. A Person Covered may be considered to have reasonable knowledge of a pre-existing condition prior to the Commencement Date or Reinstatement Date, which is later, where the condition is one for which:</p> <ul style="list-style-type: none"> i) the Person Covered had received or is receiving treatment; or ii) medical advice, diagnosis, care or treatment has been recommended; or iii) clear and distinct symptoms are or were evident; or iv) its existence would have been apparent to a reasonable person in the circumstance.
4. Reinstatement Date	<p>the date your application for reactivating the Takaful Certificate from lapse to in force is approved by us.</p>
5. Sum Covered	<p>the amount that you will receive as the Takaful benefit.</p>

5. PROVISIONS OF YOUR TAKAFUL CONTRIBUTION

This section explains your Takaful Contribution, what happens if you do not pay your Takaful Contribution and the options that you have.

<p>1. Takaful Contribution</p>	<p>Takaful Contribution is payable on or before the Contribution Due Date in accordance with the Takaful Contribution payment frequency as specified in the Takaful Certificate Information Page. This contribution is subject to Wakalah Fee as stated in Fees and Charges Imposed to Your Takaful Certificate section that will be used to manage this Takaful Certificate on behalf of you.</p> <p>We reserve the right to review and revise the Takaful Contribution by giving you thirty (30) days' notice.</p>
<p>2. Grace Period</p>	<p>You will be given a grace period of thirty-one (31) days from the Contribution Due Date to pay the next Takaful Contribution.</p> <p>In case the Person Covered make any claim within the grace period, the Takaful Certificate shall be as valid.</p>
<p>3. Lapsation of Takaful Certificate and Non-Payment of Contribution</p>	<p>If we do not receive Takaful Contribution on the Contribution Due Date and the grace period has expired, the Takaful Certificate shall lapse and has no further value.</p>
<p>4. Reinstatement of Takaful Certificate</p>	<p>If the Takaful Certificate has lapsed due to non-payment of takaful contribution for not more than one (1) year, you may reinstate the Takaful Certificate subject to:</p> <ul style="list-style-type: none"> i) A written application for reinstatement; and ii) Submission of health declaration form to the satisfaction of the Company; and iii) Payment of the Takaful Contribution that we determine at the time of reinstatement. <p>Any reinstatement shall be subjected to a Reinstatement Fee as stated in Fees and Charges Imposed to Your Takaful Certificate section.</p> <p>No Takaful coverage will be provided under this Takaful Certificate for the period between the date the Takaful Certificate is lapsed and the date the Company approved the reinstatement.</p> <p>Any health condition diagnosed or symptoms arising during the lapsed period will not be covered under this Takaful Certificate.</p> <p>No reinstatement is allowed after the period of one (1) year after the Takaful Certificate has lapsed.</p>
<p>5. Surrender</p>	<p>Only you may exercise your right to surrender the Takaful Certificate by giving a written notice and any other documents that we may require to us. The Takaful Certificate will cease thereafter and has no further value.</p>

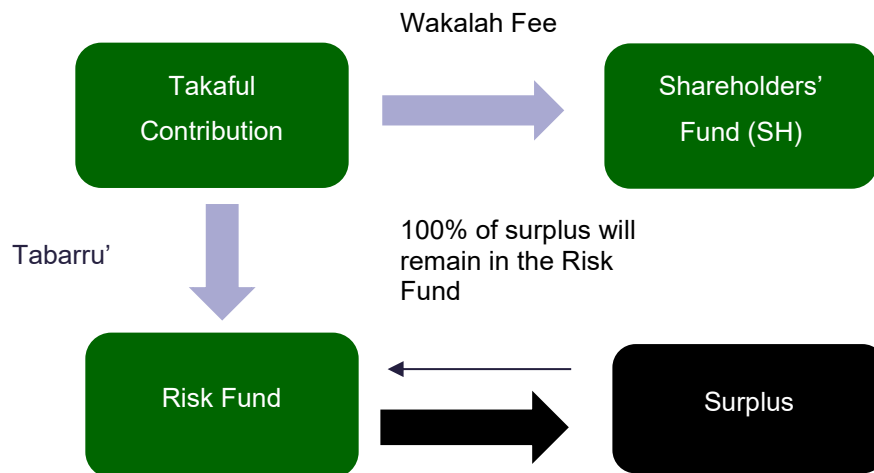
Refer to the following terminology and its meaning which specifically used in this section:

1. Contribution Due Date	the date on which your Takaful Contribution is due, according to the Takaful Contribution Payment Frequency as shown in the Takaful Certificate Information Page.
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6. PROVISIONS OF YOUR TAKAFUL CERTIFICATE FUND

In continuation of the previous section, this section explains further on the flow of your Takaful Contribution into the respective funds.

Diagram below illustrates the flow of your Takaful Contribution to the Risk Fund and Shareholder's Fund.



1. Risk Fund

Takaful Contribution after deduction of Wakalah Fee, will be pooled together with other Tabarru' Charge collected from other Takaful Participants in the Risk Fund.

Risk Fund is a pool of fund based on the concept of Tabarru' (donation) providing mutual protection and indemnity among the Takaful Participants and this fund is collectively owned by the pool of Takaful Participants.

We will invest and manage the fund in accordance with the Shariah principles and will not invest the fund in securities or assets prohibited by Shariah. We will rectify any loss arising in the fund if such loss is proven to have been caused solely by our negligence in managing the fund.

All costs, expenses, charges and levies for maintaining and investing the Risk Fund and any other related expenses shall be borne and paid from the Risk Fund.

The Takaful benefit as stated in the Takaful Certificate Information Page will be payable from the fund. No amount payable from the fund on surrender or maturity.

We are authorised to and may secure retakaful as we deem necessary in respect of the fund and Takaful coverage under this Takaful Certificate. The Takaful Contribution payable in respect of such retakaful shall be paid out of the fund. All the proceeds, if any, from the retakaful arrangement will be credited to the fund.

	<p>We will manage the fund and any surplus from the Risk Fund will remain in the Risk Fund and will not be distributed.</p> <p>If there is a deficit in the fund, the Shareholders of the Company shall give a sum that is needed to cover the deficit through Qard. The Qard will be repaid from the future surplus.</p>
2. Shareholder's Fund	<p>This fund belongs to us and consists of Wakalah Fee to cover for expenses.</p> <p>As explained under Risk Fund provision, in the event of deficit, Qard injection will be made to the Risk Fund from this Fund and will be repaid from the future surplus.</p>

Refer to the following terminologies and its meanings which specifically used in this section:

1. Qard	a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender.
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7. FEES AND CHARGES IMPOSED TO YOUR TAKAFUL CERTIFICATE

This section explains in detail the fees and charges imposed to your Takaful Certificate.

1. Wakalah Fee	The amount that will be deducted from the Takaful Contribution paid to carry out Takaful Business. The wakalah fees imposed to this Takaful Certificate is stated in the Takaful Certificate Information Page.
2. Tabarru' Charge	The Tabarru' Charge is the balance of Takaful Contribution paid after deduction of Wakalah Fee.
3. Certificate Charge	No Certificate charge is payable under this plan.
4. Reinstatement Fee*	No Reinstatement fee is payable under this plan.
5. Surrender Fee*	No Surrender fee is payable upon surrender of Takaful Certificate.

Notes:

1. We reserve the right to review and revise the fees and charges under this section by giving you thirty (30) days' notice.
2. * This fee may be subject to any taxes, levies or charges imposed by the relevant authorities in Malaysia at the prevailing rate unless otherwise stated.

Refer to the following terminologies and its meanings which specifically used in this section:

1. Contribution Year	one (1) full year of the regular contribution. A Contribution Year shall only be counted as one (1) Contribution Year upon payment of each one (1) full year of regular contributions.
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8. MAKING A CLAIM

This section guides you on how to make a claim and what you need to do.

<p>1. Notice of Claim</p>	<p>Notification of claim given by or on behalf of the claimant, as the case may be, to us at our office specified in the Takaful Certificate or to any of our authorized Representative with the particulars sufficient to identify you or the Person Covered shall be deemed to be notice to us.</p> <p>Failure to give notice within such time shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.</p>
<p>2. Proof of Claim</p>	<p>We, upon receipt of notice of claim, will furnish to the claimant the appropriate forms for filing proof of claim and shall notify the claimant of any other requirements. This shall not preclude us from requiring further documentation in respect of the loss as deemed fit by us. All such information and evidence must be furnished to us within thirty (30) days from the date of the events covered.</p>
<p>3. Payment of Claim</p>	<p>Payment of hospital income benefits are as stated under Provisions of Your Benefit.</p>

9. PROVISIONS OF OWNERSHIP OF YOUR TAKAFUL CERTIFICATE

This section explains the main people under your Takaful Certificate and their rights.

1. The Takaful Participant	The Takaful Participant (or you) is the person designated as such in the Takaful Certificate Information Page and during his lifetime exercise all rights, privileges and options provided under this Takaful Certificate.
2. Assignment	An assignment of the Takaful Certificate or the Takaful Benefits are not allowed under this plan.
3. Receipt of Discharge	Payment of any sum made by us shall be a valid discharge of liability to us and shall release us of all claims and demands whatsoever in respect thereof.

10. GENERAL PROVISIONS OF YOUR TAKAFUL CERTIFICATE

This section explains the important legal rights and obligations under your Takaful Certificate.

<p>1. The Contract</p>	<p>This Takaful Certificate shall constitute the entire contract between the Takaful Participants and the Company (“Contract”). Any subsequent provisions or endorsements herein made by the Company after the Commencement Date is deemed part of the terms of the Contract.</p> <p>Due observance by the Takaful Participant of the terms, provisions, conditions and endorsements of this Takaful Certificate shall be condition precedent to any liability of the Company to make payments under this Takaful Certificate.</p> <p>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 authorise the Company to engage with the third party for the purpose and benefit of participants and Takaful Business.</p>
<p>2. Amendment of Takaful Certificate</p>	<p>The provisions of this Takaful Certificate cannot be waived, amended, varied or changed except by a Takaful Certificate endorsement signed by the authorized persons of the Company.</p>
<p>3. Filing Proof of Loss</p>	<p>All information or evidence required by the Company in connection with any claim under this Takaful Certificate shall be furnished at the expense of the Takaful Participant and shall be in such form and of such nature as the Company may prescribed.</p> <p>All such information and evidence must be furnished to the Company within thirty (30) days from the date of the events covered. Though proof of the aforesaid events may have been accepted by the Company, the Company reserves the right to demand the Person Covered to be examined by Physicians nominated by the Company.</p>
<p>4. Misrepresentation</p>	<p>Failure to give answers that are fully accurate may result in avoidance of the Takaful Certificate, refusal or reduction of the claim(s), change of terms or termination of the Takaful Certificate.</p> <p>When this Takaful Certificate becomes void and unenforceable, no amount will be refunded and no Takaful benefit will be payable.</p>
<p>5. Fraud</p>	<p>If the Takaful Participant or the Person Covered shall give any inaccurate, false or misleading statements, particulars, declarations or answers on any matter which he knows or a reasonable person is expected to know to be relevant to the decision of the Company whether to accept the risk or not and the rates and terms to be applied or the same is suppressed or if any claim made shall be fraudulent or exaggerated or if any false declaration or shall be made in support of such claim, then in any of such cases, this Takaful Certificate shall be void and unenforceable from the Commencement Date.</p> <p>When this Takaful Certificate becomes void and unenforceable, no amount will be refunded and no Takaful benefit will be payable.</p>

6. Mismanagement or Negligence by the Company	In the event there is negligence or mismanagement by us resulting in loss to you, we will rectify your loss as appropriate.
7. Age	<p>This Takaful Certificate is issued based on the age provided in the proposal form, which is the Person Covered's age on the next birthday.</p> <p>If there is any misstatement of age, we may vary the period of coverage of the Takaful Certificate to reflect the actual period of coverage based on the correct age.</p> <p>We shall not avoid this Takaful Certificate or refuse a claim by reason only of a misstatement of age of the Person Covered. In the event that the age provided does not fit within the range of minimum and maximum entry age, the Company shall have the right to terminate the Takaful Certificate.</p> <p>Evidence of age of the Person Covered as stated in the Takaful Certificate must be submitted to the satisfaction of the Company. We reserve the right to demand and request for proof of age to be shown by you at any time.</p>
8. Freedom From Restrictions	This Takaful Certificate contains no restrictions on the Person Covered in respect of travelling, residence or occupation unless specifically excluded in the Takaful Certificate.
9. Currency	Any payment that you pay to us or we pay to you, shall be payable in Ringgit Malaysia.
10. Proper Law, Jurisdiction and Interpretation	<p>This Takaful Certificate shall be governed by and interpreted in accordance with the Laws of Malaysia.</p> <p>This Takaful Certificate shall where required, comply and fulfil the requirements of the Foreign Account Tax Compliance Act (FATCA) and any other similar laws (as amended from time to time) and any similar agreements entered into with or between the Malaysian authorities.</p> <p>Any action or suit against the Company shall only be instituted in a Malaysian court.</p> <p>If there are any changes in taxation, regulations or legislation that may affect this Takaful Certificate, we reserve the right to make the necessary adjustment.</p>
11. Non-Contestability	<p>Where this Takaful Certificate has been in force for a period of more than two (2) years during the lifetime of the Person Covered, we shall not avoid the Takaful Certificate on the ground that a statement made or omitted to be made in the proposal for Takaful or in a report of a doctor, referee or any other person or in a document leading to the issue of this Takaful Certificate was inaccurate or false or misleading unless we show that the statement was on a material matter or suppressed a material fact and that it was fraudulently made or omitted to be made by you or the Person Covered.</p> <p>"Material matter" or "material fact" means a matter or fact which, if known by us would have led to our refusal to issue this Takaful Certificate to you or would have let it to impose terms less favourable to you than those imposed in this Takaful Certificate.</p>

12. Notices	<p>All notices served to you shall be in writing and sufficiently served to you based on the last personal information provided to us. Likewise, all notices shall be sufficiently served to us to the Head Office in writing.</p> <p>Any notice sent to you shall be deemed to have been served based on the delivery date.</p> <p>We may give you notice by email, text message or any other method, if we feel circumstances are appropriate and it shall be treated as written notice. For general notification which is not specifically to just one Takaful Participant, it shall be a sufficient notification if the same is communicated through advertisement in major newspapers or through our website and/ or the Company's official social media (as deemed appropriate by us).</p>
13. Tax	Any fee and/or monies payable under this Takaful Certificate shall be exclusive of any taxes, levies or charges imposed by the relevant authorities in Malaysia.
14. Expenses	We shall bear all of our own operating expenses. Takaful Participants shall bear necessary expenses incurred for their benefits as allowed by the regulator.
15. Sanction Limitation	We are not deemed to provide cover and liable to pay any claim if it would expose us to any sanction, prohibition or restriction under United Nations resolutions 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, and/or any other applicable economic or trade sanction laws or regulations.
16. Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS)	In the event that you have U.S Indicia or a citizen from a country listed under the CRS and fail after request by us to provide such information, consent and/or assistance as we may from time to time reasonably require to allow us to comply with our contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of Information relating to you or people that are related to the Takaful Certificate, we reserve the right and shall be entitled to take necessary action which may include submitting the necessary reports, suspending the Takaful Certificate or account, withholding the necessary monies to be remitted and terminating this Takaful Certificate.

Refer to the following terminology and its meaning which specifically used in this section:

1. Physician	a fully registered medical practitioner or specialist pursuant to Section 14 of the Medical Act 1971 (Act 50), or in the case of a medical practitioner or specialist practicing outside Malaysia, registered under the relevant legislation of the country of practice but excluding a medical practitioner or specialist who is the Takaful Participant or the Person Covered, the spouse, relative, business partner, colleague, associate or employee of/ or employer of the Takaful Participant or the Person Covered.
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