



IKHLAS Basic Term Takaful

Takaful Ikhlas Family Berhad (Registration No.: 200201025412)

IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200, Kuala Lumpur. Tel: 03 - 2723 9999 Fax: 03 - 2723 9998 IKHLAS Care: 03 - 2723 9696 Website: www.takaful-ikhlas.com.my

TABLE OF CONTENTS

IMPORTANT INFORMATION THAT YOU NEED TO KNOW	3
IMPORTANT TERMINOLOGIES AND ITS MEANING	6
SUMMARY OF YOUR BENEFITS	8
PROVISIONS OF YOUR BENEFIT	9
PROVISIONS OF YOUR TAKAFUL CONTRIBUTION	13
PROVISIONS OF YOUR TAKAFUL CERTIFICATE FUND	15
FEES AND CHARGES IMPOSED TO YOUR TAKAFUL CERTIFICATE	17
MAKING A CLAIM	18
PROVISIONS OF OWNERSHIP OF YOUR TAKAFUL CERTIFICATE	20
GENERAL PROVISIONS OF YOUR TAKAFUL CERTIFICATE	21

1. IMPORTANT INFORMATION THAT YOU NEED TO KNOW

Thank you for participating in *IKHLAS* Basic Term Takaful. We would like to highlight the important information that you need to know regarding your Takaful Certificate.

Your *IKHLAS* Basic Term Takaful Certificate is a contract between you and us and consists 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 *IKHLAS* Basic Term Takaful.

If you have questions after reading this Takaful Certificate, you may contact us at +603-2723 9696 or email us at <u>ikhlascare@takaful-ikhlas.com.my</u>. 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 and/or the Person Covered 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 observe your obligations under your Takaful Certificate.

1.	Payment of Takaful Contribution	Takaful Contribution may be paid by credit card or auto debit. Proof of payment shall be as stated in your credit card statement or bank statement. We shall not issue any receipt.
2.	Nomination	Nomination can be made at the time of application or you may notify us in writing. If you wish to change the nominee information including the designation of the nominee as an executor or beneficiary (under conditional hibah), or the portion payable to the nominee, you may submit the application to us in writing.

3. Proof of Age	Proof of age is required prior to any payment of claim, surrender or maturity 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.
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 product and services , please call us at +603- 2723 9696, contact our nearest branches or e-mail us at <u>ikhlascare@takaful-</u> <u>ikhlas.com.my</u>
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). You are also advised to notify us the latest address of the nominee(s) in order to facilitate any payment of the Takaful benefit.
8. Claim Submission	
8. Claim Submission	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. Once we have received the notification with complete documentation, we shall process your claim. We may request for additional documents for the claim
	process.
9. Complaints or	If you wish to make a complaint, you may contact us at:
Dispute	Takaful Ikhlas Family Berhad (200201025412)Customer Relationship Management Department,IKHLAS Point, Tower 11A, Avenue 5, Bangsar SouthNo 8, Jalan Kerinchi, 59200 Kuala Lumpur.Tel:+603-2723 9696Fax:+603-2723 9998E-mail:complaints@takaful-ikhlas.com.my
	For legal notices to be considered as properly served or any official correspondences, please send to:
	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

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** Contact Centre (BNMTELELINK) Co. No. 200401025885 (664393P) Laman Informasi Nasihat dan Level 14, Main Block Khidmat (LINK) Menara Takaful Malaysia Bank Negara Malaysia No. 4, Jalan Sultan Sulaiman P.O. Box 10922 50000 Kuala Lumpur. 50929 Kuala Lumpur. Tel: +603-2272 2811 Fax: +603-2272 1577 **TELEPHONE/FACSIMILE/E-MAIL** enquiry@ofs.org.my Tel: 1-300-88-5465 (1-300-88-LINK) Email: Website: www.ofs.org.my (Overseas: +603-2174-1717) Fax: +603-2174-1515 E-mail: bnmtelelink@bnm.gov.my

2. IMPORTANT TERMINOLOGIES AND ITS MEANING

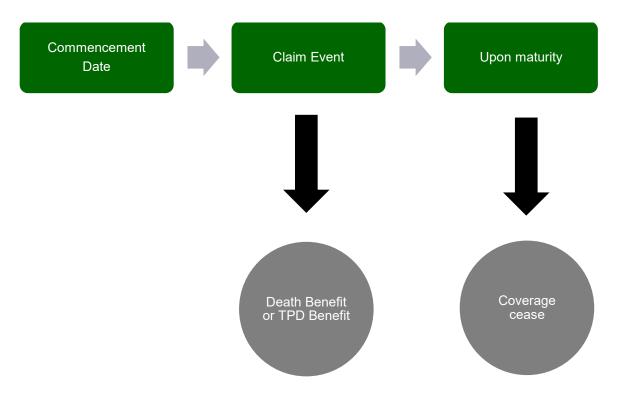
Please read and understand the important terminologies used throughout your Takaful Certificate as this will help you understand the benefit, terms and conditions of *IKHLAS* Basic Term Takaful Certificate.

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.	Rider	additional benefit or coverage. However, there is no rider available that can be added- on to this plan.
6.	Tabarru'	donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help all Takaful Participants in times of misfortune. The rates will be based on gender, attained age, occupational class rating and other factors. The Tabarru' takes into effect when you contribute to the Risk Fund.
7.	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.
8.	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.
9.	Takaful Certificate Information Page	the information page that contains the details of you and the Person Covered, the participation details, basic and riders, if any, Takaful Contributions, and the duration of the participation.
10.	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.

11. 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: 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.
12. the Company, we, us or our	Takaful Ikhlas Family Berhad or its successors.
13. 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/ your nominee may claim death/ TPD benefit subject to the following conditions:

- Your Takaful Certificate has not been terminated for any reason listed in the Termination clause under the Provisions of Your Benefit.
- Your death is not due to suicide within the first twelve (12) months as stated in the Exclusions on Death Benefit clause under the Provisions of Your Benefit.
- Your TPD is not due to the exclusions as listed under Exclusions on Total and Permanent Disability (TPD) Benefit 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.

1. Death Benefit	If the Person Covered dies whil will be payable.	e the Takaful Certificate is in fo	rce, the Death Benefit
	The Death Benefit is the Basi causes of death:	c Sum Covered and will be p	ayable depending on
	Cause of Death	Sum Covered Payable	
	Natural Death	100%	
	Accidental Death	200%	
	Death due to Dengue	150%]
	The Death Benefit is payable fi	rom Risk Fund and this benefit	is guaranteed.
2. TPD Benefit	If the Person Covered suffers Takaful Certificate is in force, t		
	The TPD Benefit is the Basic S causes of TPD:	Sum Covered and will be paya	ble depending on the
	Cause of TPD	Sum Covered Payable]
	Natural TPD	100%	-
	Accidental TPD	200%	-
	Coverage for TPD shall cease Covered's age next birthday is		ary when the Person
	The TPD Benefit is payable fro	m Risk Fund and this benefit is	s guaranteed.
3. TPD Definitions	1. The following disabilities wi	Il be regarded as satisfying the	e definition of TPD:
	b) loss by severance of toc) total and irrecoverable	loss of sight of both eyes; or wo (2) limbs at or above wrist o le loss of sight in one (1) e mb at or above the wrist or an	eye and the loss by
	complete and continuous in and at any time thereafter profession of any or every It is further provided that	ainfully employed, TPD is also ily injury, sickness or diseas ability of the Person Covered a to engage in any business, kind for profit, compensation, w such disability must last for ion ("Any Occupation" definitio	se, and result in the at the time of disability occupation, work or vage or remuneration. not less than six (6)
	:		

		 If the Person Covered is not gainfully employed, TPD is also defined as being totally unable by reason of accident or illness to perform independently at least three (3) of the six (6) Activities of Daily Living for a period of at least six (6)
		continuous months, without the frequent attention of a third party, and in the opinion of the Company such disability will remain Permanent.
		 4. "Activities of Daily Living" shall mean a) Transfer – the ability to get in and out of a bed or chair without requiring the physical assistance of another person; b) Mobility – the ability to move from one room to an adjoining room or from one side of a room to another without requiring the physical assistance of
		 another person; c) Continence – the ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene; d) Dressing – putting on and taking off all necessary items of clothing without
		 requiring any assistance of another person; e) Toileting – the ability to wash in the bath or shower, including getting in or out of bath or shower, transferring on or off the toilet and associated personal hygiene; and
		f) Eating – all tasks of getting food into the body once it has been prepared.
		5. Disability arising prior to the Commencement Date of the Takaful Certificate shall not be covered. This Takaful Certificate shall only cover disability occurs from the Commencement Date of the Takaful Certificate and/or before the termination of this Takaful Certificate.
		6. Any condition that the Company has reasonable grounds to expect can be reversed or improved by surgery or other treatment will not be considered to be a disablement covered by the TPD definition.
		7. Notwithstanding anything to the contrary in this Takaful Certificate, the maximum amount of TPD claim payable from Risk Fund for all Takaful Certificates written with the Company on the life of the same Person Covered shall not exceed Ringgit Malaysia Two Million (RM2,000,000) for adult or Ringgit Malaysia Five Hundred Thousand (RM500,000) for child age sixteen (16) and below.
4.	Exclusions on Death Benefit	The Death Benefit shall not be payable should the Person Covered dies directly or indirectly as a result of committing suicide whether sane or insane within twelve (12) months from the Takaful Certificate Date or Reinstatement Date whichever is later.
5.	Exclusions on Accidental Death Benefit	The Death Benefit shall not be payable should the Person Covered dies directly or indirectly by any of the following events:-
		i) Any violation of law or attempted violation of the law or resistance to arrest by
		 the Person Covered; ii) Participation in riot, civil commotion, insurrection, war (whether declared or not), revolution or any warlike operations, act of foreign enemies, any act of terrorism and chemical warfare;
		iii) suicide or any attempt threat or self-inflicted injury while sane or insane;

		 iv) accident occurring while or because the Person Covered is affected by the consumption of alcohol beyond the permitted limit or drug unless taken as prescribed by a qualified medical practitioner; v) any form of illness or disease due to non-accidental causes; vi) engaging in or taking part in hazardous sports, scuba diving, racing of any kind, aerial flights other than crew member of or as a fare-paying passenger on a licensed passenger-carrying commercial aircraft operating on a regular schedule route or any dangerous activities or sports (including bungee jumping, hang-gliding, ballooning, parachuting and skydiving); or vii) Any insect bite including mosquito bites and worm infestation.
6.	Exclusions on Total and Permanent Disability (TPD) Benefit	 The TPD Benefit shall not be payable if TPD caused directly or indirectly by any of the followings: - i) Attempted suicide or a self-inflicted injury act by the Person Covered while sane or insane; ii) Result of drug abuse or under influence of alcohol; iii) Participation in any criminal act, riot, civil commotion, insurrection, war (whether declared or not), revolution or any warlike operations, act of foreign enemies, any act of terrorism and chemical warfare; iv) Engaging in professional sports, scuba diving, racing or any kind aerial flights other than as a crew member of or as a fare-paying passenger on a licensed passenger-carrying commercial aircraft operating on a regular scheduled route or any dangerous activities or sports (including bungee jumping, hang-gliding, ballooning, parachuting and sky-diving), unless we agree in special endorsement; v) HIV or Acquired Immune Deficiency System (AIDS) and any AIDS related conditions. Additional exclusion for Accidental TPD Benefit: i) Illness of any kinds, fits, hernia and veneral disease.
7.	Endorsement option	You may request for endorsements but not limited to change Basic Sum Covered and Takaful Contribution after the Commencement Date of the Basic Takaful Certificate. The request will be subject to the Company's underwriting requirement and assessment. Endorsement Letter will be issued to reflect the new coverage upon approval of request.
8.	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.
9.	Termination	 This Takaful Certificate shall automatically terminate: i) on date of death of the Person Covered; or ii) on approval date of TPD of the Person Covered, unless the TPD Benefit is lower than the Death Benefit; or iii) on the Maturity Date shown in the Takaful Certificate Information Page; or iv) on the next Takaful Contribution due date upon surrender or lapse of the Takaful Certificate; whichever is earlier.

	Tabarru' Charge and Certificate Charge are not applicable after termination of this Takaful Certificate. 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.
10. Renewal of Takaful Certificate	At the Maturity Date, this Takaful Certificate may be renewed for another term of coverage that is identical to the term of coverage of the original Takaful Certificate as specified in the Takaful Certificate Information Page. Change of term of coverage is not allowed.
	The Takaful Certificate will be renewed automatically from the Maturity Date for the same term without further evidence of insurability, provided that the full payment of the applicable Takaful Contribution is made on or before the Maturity Date of the original Takaful Certificate. We will issue new Takaful Certificate number and will provide a new Takaful Certificate to you. The new Takaful Contribution will be at a rate determined by us at the renewal date and is not the same as the initial Takaful Contribution rate.
	The renewal term allowed for the automatic renewal is subject to a Person Covered not reaching the maximum age of eighty (80) years old. If the age at renewal plus the renewal term exceeds eighty (80) years old, the Takaful Certificate will not be renewed.
	We will send a renewal notice to you one (1) month before the maturity or expiry of the Takaful Certificate.

1.	Certificate Anniversary	the same date in each subsequent year as the Commencement Date.
2.	Dengue	a mosquito-borne infection (typically by the Aedes mosquito) that causes a severe flu-like illness, and sometimes a potentially lethal complication.
3.	Reinstatement Date	the date your application for reactivating the Takaful Certificate from lapse to in force is approved by us.
4.	Sum Covered	the amount that you or the nominees will receive as the Takaful benefit.

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.

1.	Takaful Contribution	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. We reserve the right to review and revise the Takaful Contribution by giving you thirty (30) days' notice.
2.	Grace Period	You will be given a grace period of thirty-one (31) days from the Contribution Due Date to pay the next Takaful Contribution. During this period, the Takaful Certificate will remain in force. In case the Person Covered dies within the grace period, the Takaful Certificate shall be as valid.
3.	Lapsation of Takaful Certificate and Non-Payment of Contribution	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.
4.	Reinstatement of Takaful Certificate	 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: A written application for reinstatement; and Submission of health declaration form to the satisfaction of the Company; and Payment of the Takaful Contribution that we determine at the time of reinstatement. Any reinstatement shall be subjected to a Reinstatement Fee as stated under Fees and Charges Imposed to Your Takaful Certificate section. 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. Any health condition diagnosed or symptoms arising during the lapsed period will not be covered under this Takaful Certificate. No reinstatement is allowed after the period of one (1) year after the Takaful Certificate has lapsed.

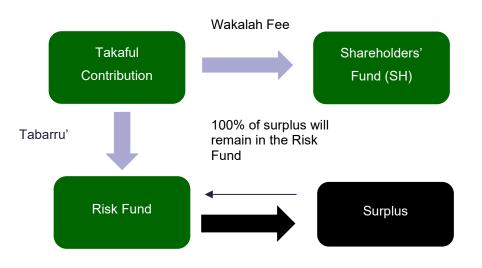
5.	Surrender	Only you may exercise your right to surrender the Takaful Certificate by giving a
		written notice and any other documents that we may require to us. The Takaful
		Certificate will cease thereafter and has no further value.

1.	Contribution	the date on which your Takaful Contribution is due, according to the Takaful
	Due Date	Contribution Payment Frequency as shown in the Takaful Certificate Information Page.

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 principles of Shariah 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.

	We will be managed the fund and any surplus from the Risk Fund will remain in the Risk Fund and will not be distributed.
	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.
2. Shareholder's Fund	This fund belongs to us and consists of Wakalah Fee and Certificate Charge to cover for commission and expenses.
	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.

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.

7. FEES AND CHARGES IMPOSED TO YOUR TAKAFUL CERTIFICATE

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

1.	Wakalah Fee	The amount that will be dedu Takaful Business. The wakal in the Takaful Certificate Info	ah fees imposed to this Takat	
2.	Tabarru' Charge	The Tabarru' Charge is the b of Wakalah Fee and Certifica	alance of Takaful Contributio ate Charge.	n paid after deduction
3.	Certificate Charge		imposed according to the pa e Takaful Contribution paid to	
		Payment Frequency	Certificate Charge (RM)	
		Annually	48	
		Semiannually	24	
		Quarterly	12	
		Monthly	4	
		This fee is an additional to th	ne Wakalah Fee.	
4.	Reinstatement Fee*	RM15 will be imposed in ad for reinstatement of Takaful (ution due as a charge
5.	Surrender Fee*	Surrender fee is not applicab	le upon surrender of Takaful	Certificate.
6.	Stamp Duty	RM10 stamp duty is imposed, additional to the first Takaful Contribution.		

Notes:

- 1. We reserve the right to review and revise the fees and changes 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.

8. MAKING A CLAIM

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

1.	Notice of Claim	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. 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.
2.	Proof of Claim	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.
3.	Payment of Claim	 Payment of Takaful benefits are as stated under Provisions of Your Benefit. However, if you passed away before the Person Covered or both Person Covered and you passed away at the same time prior to the Maturity Date of the Takaful Certificate, the death benefit will be payable to the Nominee. In the absence of a named Nominee, payment will be made in accordance with Schedule 10 of the Islamic Financial Services Act 2013. If Nominee is nominated and later the Takaful Certificate has been assigned, payment will be made to the assignee. Payment in respect of claims not involving a loss of life shall be payable to you.

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. This is subject to the rights of an assignee, if any.
2.	Permissible Takaful Interest	Takaful Participant if other than Person Covered shall have a permissible takaful interest in the Person Covered at the time of commencement of the Takaful Certificate and when the benefits are payable.
		You shall be deemed to have a permissible takaful interest in the Person Covered if the Person Covered is:
		 i) your spouse or child; ii) your ward under the age of majority at the time the Person Covered entered into the Takaful Certificate; iii) your employee; or
		iv) a person on whom he is wholly or partly dependent for maintenance or education at the time he entered into the Takaful Certificate.
		If we become aware that you do not have the required permissible takaful interest in a Person Covered, we will apply remedies in accordance to the provision under Islamic Financial Services Act 2013. This may mean that we may pay you an amount of money specified by the act, and when we make that payment, your Takaful Certificate will be deemed to be terminated.
3.	Assignment	You may at any time during the term of this Takaful assign this Takaful Certificate or the Takaful benefits either wholly or partly. We shall not be considered to have knowledge of an assignment unless a written notice is given to us and the original or a duplicate thereof is filed with us. We shall not be responsible for the verification of the authenticity, validity or sufficiency of any such assignment without limiting to the foregoing.
4.	The Nominee	You may nominate an individual to receive the Takaful benefits that will be payable upon death of the Person Covered and designate the nominee either as an executor or as a beneficiary under a conditional hibah by notifying us in writing or by filling up and submitting the Nomination Form. The nomination can be done at the time the Takaful Certificate is issued or at any time subsequently. If there is more than one nominee nominated, you may direct specified apportionment to be paid to the nominees. In the absence of such direction, we shall pay the nominees in equal portions. See clause 6 (The Beneficiary Under a Conditional Hibah) and clause 7 (Executor) below.
5.	Change of Nominee	You may by a subsequent nomination revoke the nomination of the nominee named, and appoint other nominee or nominees or change the shares of the nominees and in such event the revocation will be deemed to be effective from the date of receipt of the written notice by us.

6.	The Beneficiary under a Conditional Hibah	If the Takaful Participant and the Person Covered are the same person, and when Takaful Participant designates a nominee as a beneficiary under a conditional hibah, such designation has the effect of transferring ownership, and shall transfer ownership of the portion of Takaful benefits payable to that nominee upon the death of the Person Covered. Such Takaful benefits transferred shall not form part of the estate of the deceased Takaful Participant. Otherwise, we will apply remedies in accordance to the provision under Islamic Financial Services Act 2013.
7.	Executor	You may designate a nominee to receive any portion of the Takaful benefits as an executor, such nominee shall distribute the Takaful benefits in the due course of administration of the estate of the deceased of the Person Covered in accordance with your will or in accordance with the law relating to the distribution of the deceased's estate applicable to you.
8.	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.

1. Conditional
Hibahtransfer of ownership of an asset from a donor to a recipient contingent upon a certain
condition or event in the future.

10. GENERAL PROVISIONS OF YOUR TAKAFUL CERTIFICATE

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

1.	The Contract	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.
		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.
		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.
2.	Amendment of Takaful Certificate	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.
3.	Filing Proof of Loss	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.
		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.
4.	Misrepresentation	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.
		When this Takaful Certificate becomes void and unenforceable, the remedies will be in accordance to the provision under Islamic Financial Services Act 2013.
5.	Fraud	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.
		When this Takaful Certificate becomes void and unenforceable, the remedies will be in accordance to the provision under Islamic Financial Services Act 2013.

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 and Gender	This Takaful Certificate is issued based on the age and gender which provided in the proposal form, which is the Person Covered's age on the next birthday and gender.
		If there is any misstatement of age and gender, the following shall be referred to:
		a) If the age misstated is greater than the correct age as shown by the proof, we may vary the sum covered or reduce the Takaful Contribution to an amount calculated. We shall pay the difference, if any, by refunding any excess Tabarru' amount from the Risk Fund and any excess Wakalah Fee payable from the Shareholder's Fund; and
		b) If the age misstated is lesser than the correct age as shown by the proof, we may vary the sum covered to an amount calculated on the Takaful Contribution that would be payable if the Takaful Certificate had been issued based on the correct age.
		In addition to or instead of (a) or (b) above, we may vary the period of coverage of the Takaful Certificate to reflect the actual period of coverage based on the correct age.
		We shall not avoid this Takaful Certificate or refuse a claim by reason only of a misstatement of age of the Person Covered.
		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.
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	This Takaful Certificate shall be governed by and interpreted in accordance with the Laws of Malaysia.
		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.
		Any action or suit against the Company shall only be instituted in a Malaysian court.
		If there are any changes in taxation, regulations or legislation that may affect this Takaful Certificate, we reserve the right to made necessary adjustment.

11. Non- Contestability	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. "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.
12. Notices	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.
	Any notice sent to you shall be deemed to have been served based on the delivery date.
	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).
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.

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.