



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

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 any subsequent questionnaires provided by us.

Such material information shall form part of this contract of Takaful between us and you. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

It is your duty to take reasonable care not to make any misrepresentation when answering the questions or amending any matter previously disclosed upon submission or renewal.

You must inform us of any change to the information provided to us 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 renewal/variation but before the Takaful Certificate is renewed or varied.

The following should be read in conjunction with the provisions in the Takaful Certificate document.

1. PROOF OF AGE

Proof of age is required prior to payment of claim if your age has not been admitted. Your Takaful Certificate document would state whether your age has been admitted. If it has not been admitted, please send a photocopy of your Identity Card or Birth Certificate to us for our record immediately.

2. PAYMENT OF TAKAFUL CONTRIBUTION

Takaful Contribution may be paid by Credit Card or Auto Debit.

Any deduction of Takaful Contribution payment for us as shown in your Credit Card or Bank Statement shall be deemed to be acknowledgement of the payment of Takaful Contribution by us. Hence, no receipt will be issued.

3. NOMINATION

Nomination can be made at the time of application or you may notify us in writing.

You should make further nomination if you wish to withdraw the nomination made earlier by changing the status of either the person or the designation of an executor or beneficiary, or fractional entitled to each nominee and inform this in writing to the Company.

4. SURRENDERING YOUR TAKAFUL CERTIFICATE

You can surrender your Takaful Certificate at any time after inception of the Takaful Certificate as long as your Takaful Certificate is in force, but your Takaful Certificate will have no further value. 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.

5. COOLING-OFF PERIOD (RIGHT OF CANCELLATION)

Within fifteen (15) days from the date of receipt of this Takaful Certificate, you may return the Takaful Certificate to the Company and the Company shall immediately refund the Takaful Contribution paid by you less any expenses incurred by the Company for your medical examination.

With the return of Takaful Certificate to the Company and cancellation by the Company, the Takaful Certificate is considered void and the Company's liability ceases from the Commencement Date.

6. ENQUIRY ON YOUR TAKAFUL CERTIFICATE

For immediate assistance on service and any enquiry, please call us at +603-2723 9999, contact our nearest branches or e-mail us at ikhlascare@takaful-ikhlas.com.my

7. CHANGE OF ADDRESS

In order for us to keep you informed of material information, you must make sure we have your latest correspondence address as well as the latest address of the nominee(s).

8. CLAIM SUBMISSION

If you need to make a claim, you must send a written notification to us at our address below within thirty (30) days from the event date. In the event of accidental death, immediate notice must be given to us.

Once we have received the notification, we will provide the appropriate documents to be completed in order to process your claim. If you need further assistance, you may call us at +603-2723 9696 during office hours.

9. COMPLAINTS

If there are any complaints against the Company, please forward them to:

Takaful Ikhlas Family Berhad
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
Website: www.takaful-ikhlas.com.my
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 Family Berhad
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 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 of Financial Services within six (6) months from the final decision of the Company. The address is as follows:

Ombudsman of 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.

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

GENERAL DEFINITIONS

1. **"Accident"** shall mean a sudden, unintentional, unexpected, unusual and specific event by external and visible means that happens 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. **"Activities of Daily Living"** shall mean:
 - i) Transfer – getting in and out of a chair without requiring physical assistance;
 - ii) Mobility – the ability to move from room to room without requiring any physical assistance;
 - iii) Continence – the ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
 - iv) Dressing – putting on and taking off all necessary items of clothing without requiring any assistance of another person;
 - v) Bathing/ Washing – the ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means;
 - vi) Eating – all tasks of getting food into the body once it has been prepared.
3. **"Commencement Date"** shall mean the date on which the Takaful coverage provided under this Takaful Certificate begins, as stated in the Takaful Certificate Information Page.
4. **"Cooling-Off Period"** shall mean the period or time given to the Takaful Participant to return the Takaful Certificate to the Company.
5. **"Crime"** shall mean an act or omission which constitute an offence and punishable by law.
6. **"Dengue"** is a mosquito-borne infection (typically by the *Aedes* mosquito) that causes a severe flu-like illness, and sometimes a potentially lethal complication.
7. **"Financial Year"** shall mean the period extending from 1st April of any calendar year to 31st March of the subsequent calendar year.
8. **"Hibah"** shall mean gift which is given without any consideration.
9. **"Maturity Date"** shall mean the date where the Takaful Certificate expires, as stated in the Takaful Certificate Information Page.
10. **"Person Covered"** shall mean the Takaful Participant or any other person in respect of whom the Takaful Participant enters the contract of Takaful and in respect of whom Takaful benefits are payable to the Takaful Participant or his beneficiaries as described in the Takaful Certificate Information Page on the occurrence of pre-agreed events under Takaful Certificate.
11. **"Physician"** shall mean 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 who is the Takaful Participant or the Person Covered himself/herself, the spouse, relative, business partner, colleague, associate or employee of/ or employer of the Takaful Participant or the Covered Person.
12. **"Pre-Existing Condition"** shall mean disabilities that is known to the Person Covered. A Person Covered may be considered to have reasonable knowledge of a pre-existing condition prior to the Commencement Date or Reinstatement Date of this Takaful Certificate, which is later, where the condition is one for which:
 - i) the Person Covered has received or is receiving treatment for; 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.
13. **"Qard"** shall mean interest free loan in the event of a deficit in the Risk Fund.
14. **"Reinstatement Date"** shall mean the date your application for reinstatement is approved by us.
15. **"Risk Fund"** shall mean a pool of fund based on the concept of Tabarru' providing mutual protection and indemnity among the Takaful Participants.
16. **"Sum Covered"** shall mean the amount of the sum covered for Takaful benefit as stated in the Takaful Certificate Information Page.
17. **"Supplementary Takaful Certificate"** shall mean additional benefits or coverage to the basic Takaful Certificate for additional Takaful Contribution approved by the Company and is effective only when incorporated in the Takaful Certificate Information Page or endorsed thereon and when so incorporated or endorsed form an integral part of the whole Takaful Certificate.
18. **"Tabarru'"** shall mean donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of the Company, Tabarru' will be allocated into the Risk Fund.
19. **"Takaful"** shall mean 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.
20. **"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.

21. **"Takaful Certificate"** shall refer to Takaful Certificate Information Page, Certificate Information Statement, all Certificate Provisions, Proposal Forms and all endorsements thereof.
22. **"Takaful Certificate Information Page"** shall mean the information page that contains the details of Takaful Participant and the Person Covered, the participation details, basic and supplementary benefits if any, Takaful Contributions, and the duration of the participation.
23. **"Takaful Contribution"** shall mean the money payable by the Takaful Participant to the Company for the Takaful coverage provided under this Takaful Certificate which includes any remuneration for the functions and duties assumed by the Company in the amount as stated in the Takaful Certificate Information Page.
24. **"Takaful Participant, you or your"** means 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:
- i) The Person Covered, if the Takaful Participant is the Person Covered as well;
 - ii) The lawful assignee; and
 - iii) The legal representative of the Takaful Participant.
25. **"the Company, we, us or our"** shall mean Takaful Ikhlas Family Berhad, its successors or assignees.
26. **"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.

GENERAL PROVISIONS

1. THE CONTRACT

- 1.1. This Takaful Certificate (as defined herein), proposal form, medical information and any declarations made by the Takaful Participant and/or the Person Covered and all Supplementary Takaful Certificate and endorsements, 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.
- 1.2. Due observance by the Takaful Participant of the terms, provisions, conditions and endorsements of this Takaful Certificate and Supplementary Takaful Certificates, if any, shall be condition precedent to any liability of the Company to make payments under this Takaful Certificate or Supplementary Takaful Certificates.
- 1.3. 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

- 2.1. 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. MISREPRESENTATION/ FRAUD

- 3.1. 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, statements or documents are submitted in support of the claim, then in any of such cases, this Takaful Certificate shall be void and unenforceable from the Commencement Date.
- 3.2. When this Takaful Certificate becomes void and unenforceable, no value will be refunded.

4. AGE AND GENDER

- 4.1. This Takaful Certificate is issued based on the age shown on the Takaful Certificate Information Page which is the Person Covered's age on the next birthday and based on his/her gender.
- 4.2. If there is any misstatement of age or gender, the Company shall adjust the Takaful Contribution accordingly based on the correct age and gender. The Company will also make one of the following adjustment:
 - i) If the total Takaful Contribution charged from the Commencement Date of this Takaful Certificate is higher than the total Takaful Contribution that should be charged based on the correct age and gender, then the Company shall pay the difference from the Risk Fund to the Takaful Participant.
 - ii) If the total Takaful Contribution charged from the Commencement Date of this Takaful Certificate is lower than the total Takaful Contribution that should be charged based on the correct age and gender, then the Company shall deduct the difference from the Takaful Benefit payable.
- 4.3. In addition to or instead of (a) or (b) above, the Company may vary the period of coverage of the Takaful Certificate to reflect the actual period of coverage based on the correct age and gender.
- 4.4. The Takaful Participant shall not dispute the Takaful Certificate if the Company exercises any of the options above and the terms of the Takaful Certificate is adjusted accordingly. The Company shall not avoid this Takaful Certificate or refuse a claim by reason only of a misstatement of age and gender of the Person Covered.
- 4.5. If at the correct age and gender the Person Covered is ineligible for Takaful coverage, the Takaful Certificate would be deemed void and all tabarru' deducted shall be paid from the Risk Fund to the Takaful Participant. Wakalah Fee will not be refunded.
- 4.6. Evidence of age of the Person Covered as stated in the Takaful Certificate must be submitted to the satisfaction of the Company. The Company reserves the right to demand and request for proof of age to be shown by the Takaful Participant at any time.

5. FREEDOM FROM RESTRICTIONS

- 5.1. This Takaful Certificate contains no restrictions on the Person Covered in respect of travelling, residence, or occupation unless specifically excluded in the Takaful Certificate.

6. CURRENCY

- 6.1. All amounts payable either to or by the Company shall be payable in Ringgit Malaysia at the Company's Head Office in Kuala Lumpur or at any other Authorized Office of the Company.

7. LAW AND INTERPRETATION

- 7.1. This Takaful Certificate shall be governed by and interpreted in accordance with the Laws of Malaysia.
- 7.2. The masculine gender shall include reference to the feminine gender and vice versa and the singular includes the plural, and vice versa.

8. NON-CONTESTABILITY

- 8.1. Where this Takaful Certificate has been in force for a period of more than two (2) years during the lifetime of the Person Covered, the Company 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 the Company shows 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 the Takaful Participant or the Person Covered.
- 8.2. "Material matter" or "material fact" means a matter or fact which, if known by the Company would have led to its refusal to issue this Takaful Certificate to the Takaful Participant or would have let it to impose terms less favourable to the Takaful Participant than those imposed in this Takaful Certificate.

9. PERIOD OF GRACE

- 9.1. A thirty one (31) days of grace from the renewal Takaful Contribution due date is given for the payment of a renewal Takaful Contribution and in case the Person Covered shall die within the said grace period before the renewal Takaful Contribution is paid, the Takaful Certificate shall be as valid and effective as if the renewal Takaful Contribution had been paid.

10. NOTICES

- 10.1. All notices shall be in writing and shall be sufficiently served to the Takaful Participant to the last known address provided to the Company.
- 10.2. Likewise, all notices shall be sufficiently served in writing to the Company's Head Office.
- 10.3. Any notice sent by post shall be deemed to have been duly received three (3) days after posting, irrespective whether the same has actually been received or not.

11. TAX

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

12. EXPENSES

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

PROVISIONS OF OWNERSHIP

1. THE TAKAFUL PARTICIPANT

- 1.1. The Takaful Participant is the person designated as such in the Takaful Certificate Information Page. Only the Takaful Participant who has attained the age of sixteen (16) years can 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. ASSIGNMENT

- 2.1. The Takaful Participant may at any time during the term of this Takaful assign this Takaful Certificate or the Takaful benefits either wholly or partly. The Company shall not be considered to have knowledge of an assignment unless a written notice is given to the Company and the original or a duplicate thereof is filed with the Company. The Company shall not be responsible for the verification of the authenticity, validity or sufficiency of any such assignment without limiting to the foregoing. The Supplementary Takaful Certificates shall not be assign either as whole or partly to any party.

3. THE NOMINEE

- 3.1. The Takaful Participant who has attained the age of sixteen (16) years may nominate an individual to receive the Takaful benefits that will be payable upon his death and designate the nominee either as an executor or as a beneficiary under a conditional hibah by notifying the Company 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, the Takaful Participant may direct specified apportionment to be paid to the nominees and in the absence of such direction the Company shall pay the nominees in equal portions. See clause 5 and 6 below.

4. CHANGE OF NOMINEE

- 4.1. The Takaful Participant 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 the Company.

5. THE BENEFICIARY UNDER A CONDITIONAL HIBAH

- 5.1. When the Takaful Participant designate 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 Takaful Participant. Such Takaful benefits transferred shall not form part of the estate of the deceased Takaful Participant.

6. EXECUTOR

- 6.1. Takaful Participant may designate a nominee to receive any portion of the Takaful benefits as an executor, such nominee shall distribute the benefits in the due course of administration of the estate of the deceased Takaful Participant in accordance with the will of the Takaful Participant or in accordance with the law relating to the distribution of the deceased's estate applicable to the Takaful Participant.

7. RECEIPT OF DISCHARGE

- 7.1. 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.

PROVISIONS OF FUND

1. RISK FUND

- 1.1 The balance of the Takaful Contribution (after deduction on Wakalah Fee and Takaful Certificate Charge) will be allocated into the Risk Fund as a Tabarru' (donation). It will be used to help all Takaful Participants in the event of misfortune.
- 1.2 The Risk Fund shall be invested by the Company and any profit arising out of this investment, if any, shall be allocated in full (100%) to the Risk Fund.
- 1.3 The Company will not charge a Surplus Administration Charge (SAC) on the surplus declared at the end of each Financial Year. The surplus from the Risk Fund will be allocated in full (100%) to the Risk Fund. Hence, surplus will not be distributed between the Takaful Participants and the Company.
- 1.4 If there is a deficit in the Risk Fund, the Shareholders of the Company shall give a sum that is needed to cover the deficit through Qard (Qard repayment will be done from surplus arising from the Risk Fund in the future).
- 1.5 If the deficit in the Risk Fund is due to the Company's negligence, then it is the responsibility of the Company to ensure that the Risk Fund is stable through outright transfer method and shall not be deemed as an advance through the Qard.
- 1.6 The Company will pay the Sum Covered according to the Takaful benefit as stated in the Takaful Certificate Information Page from the Risk Fund. The Company will not pay any surrender or maturity benefit under this Takaful Certificate from the Risk Fund.

PROVISIONS OF TAKAFUL CONTRIBUTION

1. PAYMENT OF TAKAFUL CONTRIBUTIONS

- 1.1. Takaful Contributions are payable on or before the due dates at the Company's principal office or at any of its branches in accordance with the Takaful Contribution Payment Frequency as specified in the Takaful Certificate Information Page.
- 1.2. After payment of the first Takaful Contribution, failure to pay a Takaful Contribution to the Company on its due date or within the period of grace will constitute a default in payment of Takaful Contribution.
- 1.3. No receipts will be issued for Takaful Contribution except those printed by the receipting machine or countersigned by the Company authorised signatory.

2. WAKALAH FEE

- 2.1. The Company shall charge a Wakalah Fee as stated under Fees and Charges section to manage the funds on behalf of the Takaful Participant.

3. CALCULATION AND TREATMENT OF TAKAFUL CONTRIBUTIONS

- 3.1. All Takaful Contributions after deduction of Wakalah Fee and Takaful Certificate Charge, will be allocated 100% into the Risk Fund on a Tabarru' (donation) basis and be used to help all Takaful Participants in times of misfortune.
- 3.2. The Takaful Contribution for each Person Covered shall be calculated based on age next birthday when the proposal was made, Sum Covered, coverage term and other underwriting requirements where applicable. The Company reserves the right to increase the Takaful Contribution in respect of any Person Covered whose life is other than standard or who engages in hazardous daily activities based on the Company's definitions.
- 3.3. The Takaful Contribution for new Takaful Certificates and for renewals may be increased to reflect any escalation in the risk charges. The risk charges will be monitored periodically and compared with the Company's experience and the retakaful risk rates, and may be reviewed as necessary.
- 3.4. The Takaful Contribution is not guaranteed and the Company reserves the right to review and revise the Takaful Contributions payable or withdraw the product by giving the Takaful Participant three (3) month notices prior to Takaful Certificate anniversary date.

4. TOP UP TAKAFUL CONTRIBUTIONS

- 4.1. Top up to the Takaful Contribution is not allowed for this Takaful Certificate.

PROVISIONS UPON NON-PAYMENT

1. UPON NON-PAYMENT

- 1.1. If at the expiration of the period of grace and the payment of any Takaful Contribution is in default, the Takaful Certificate shall lapse and be terminated immediately.
- 1.2. No Takaful Benefit will be payable after the Takaful Certificate has lapsed.

2. REINSTATEMENT OF TAKAFUL CERTIFICATE

- 2.1. If a renewal Takaful Contribution is in default beyond the grace period and the Takaful Certificate has lapsed, it may be reinstated at the Company's consent within twelve (12) months after the Takaful Certificate has lapsed subject to:
 - i) A written application for reinstatement of the Takaful Certificate;
 - ii) Takaful Participant to submit evidence of eligibility of coverage to the satisfaction of the Company if the Takaful Participant had failed to make any Takaful Contributions for more than one hundred and eighty (180) days; and
 - iii) Payment of all overdue renewal Takaful Contributions.
- 2.2. Evidence of eligibility of coverage shall include a health declaration form to be executed by the Takaful Participant which is acceptable to the Company. Any reinstatement shall be subjected to Reinstatement Fee as stated under section Fees and Charges.
- 2.3. 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.

- 2.4. Any health condition diagnosed or symptoms arising during the lapsation period will not be covered under this Takaful Certificate.
- 2.5. Any changes in health condition during the lapsation period should be notified to the Company by filing up the Health Declaration form before reinstatement.
- 2.6. No reinstatement is allowed after the period of twelve (12) months from the date of the lapsation of the Takaful Certificate.
- 2.7. Waiting Period shall be re-applied at reinstatement.

PROVISIONS OF BENEFIT

1. BENEFIT PAYABLE

- 1.1. In the event that the Person Covered dies or sustains Total and Permanent Disability due to natural causes before the Maturity Date of the Takaful Certificate, the Company shall pay the Sum Covered as specified in the Takaful Certificate Information Page to the Takaful Participant and thereafter the Takaful Certificate shall cease.
- 1.2. In the event that the Person Covered dies or sustains Total and Permanent Disability due to accidental causes before the Maturity Date of the Takaful Certificate, the Company shall pay the Sum Covered as specified in the Takaful Certificate Information Page to the Takaful Participant and thereafter the Takaful Certificate shall cease. Benefit under clause 1.1 above is not payable on top of this claim.
- 1.3. In the event that the Person Covered dies due to dengue before the Maturity Date of the Takaful Certificate, the Company shall pay the Sum Covered as specified in the Takaful Certificate Information Page to the Takaful Participant and thereafter the Takaful Certificate shall cease. Benefit under clause 1.1 and 1.2 above are not payable on top of this claim.
- 1.4. The Takaful benefit payment is guaranteed by the Risk Fund. In the event of deficiency in the Risk Fund, the Company shall rectify the deficit through Qard.

2. EXCLUSION ON DEATH BENEFIT

- 2.1. Should the Person Covered, whether sane or insane commit suicide, dies as a result of Human Immune Deficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or other sexually transmitted diseases, or under influence of alcohol or drugs other than in accordance with the direction of a Physician, no Takaful benefit shall be payable under this Takaful Certificate and the Takaful Certificate becomes void.

3. DEFINITION OF TOTAL AND PERMANENT DISABILITY (TPD)

- 3.1. TPD definitions as explained below is in accordance with "Any Occupation" definition only.
- 3.2. For Person Covered aged seventeen (17) to sixty (60) next birthday:
 - i) If the Person Covered is gainfully employed, TPD is defined as disability caused by accidental bodily injury, sickness or disease, and result in the complete and continuous inability of the Person Covered at the time of disability and at any time thereafter to engage in any business, occupation, work or profession of any or every kind for profit, compensation, wage or remuneration. It is further provided that such disability must last for not less than six (6) continuous months in duration.
 - ii) If the Person Covered is not gainfully employed but aged at least seventeen (17) years next birthday at the date of disability, then TPD is 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 continuous period of at least six (6) months, without the frequent attention of a third party, and in the opinion of the Company such disability will remain permanent.
 - iii) The following disabilities will also be regarded as satisfying the definition of TPD;
 - a) total and irrecoverable loss of sight of both eyes; or
 - b) loss by severance of two (2) limbs at or above wrist or ankle; or
 - c) total and irrecoverable loss of sight in one (1) eye and the loss by severance of one (1) limb at or above the wrist or ankle.
 - iv) 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.
- 3.3. For Person Covered older than age sixty (60) next birthday:
 - i) The Person Covered is totally unable by reasons of accident or sickness to perform independently at least three (3) of the Activities of Daily Living, either with or without the use of medical equipment, special devices or other aids and adaptations in use for disabled persons.
- 3.4. Notwithstanding anything to the contrary in this Takaful Certificate, the maximum amount of the TPD Sum Covered payable from 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).

4. EXCLUSIONS FOR TOTAL AND PERMANENT DISABILITY

4.1. Takaful Benefit under this Clause shall not be made for TPD caused directly or indirectly by any of the followings:-

- i) Self-inflicted injury or any attempt thereof while sane or insane;
- ii) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- iii) 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;
- iv) 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;
- v) Cause by or consequent upon suicide or attempted suicide or wilful self-injury or indulgence in alcohol or narcotics or drugs or insanity or arising from venereal disease;
- vi) Disability sustained by the Person Covered whilst entering, operating or servicing, ascending or descending from or with any aerial device or conveyance including sky diving, parachuting, bungee jumping, hang-gliding or ballooning except while the Person Covered is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- vii) Disability arising prior to inception of coverage;
- viii) Any breach of the law by the Person Covered or any assault provoked by him;
- ix) Involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- x) Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination;
- xi) HIV or Acquired immune deficiency syndrome (AIDS) and any AIDS related conditions;
- xii) Pre-Existing Condition.

4.2. Additional exclusion for Accidental TPD benefit:

- i) Illnesses of any kinds, fits, hernia, venereal disease.

5. TERMINATION OF TOTAL AND PERMANENT DISABILITY BENEFIT

5.1. This Provision for TPD Benefits in respect of any Takaful Participant or Person Covered shall automatically terminate:-

- i) on the Maturity Date shown in the Takaful Certificate Information Page; or
 - ii) upon death of the Person Covered; or
 - iii) upon surrender of the Takaful Certificate by the Takaful Participant; or
 - iv) upon payment of the TPD benefit to the Person Covered; or
 - v) when the Person Covered attained age seventy (70) years;
- whichever is earlier.

5.2. Termination of this Provision shall be without prejudice to any claim arising prior to such termination.

6. RENEWAL OF TAKAFUL CERTIFICATE

6.1. 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. The Company will issue new Takaful Certificate number and will provide a new Takaful Certificate to the Takaful Participant. The new Takaful Contribution will be at a rate determined by the Company at the renewal date and is not the same as the initial Takaful Contribution rate.

6.2. 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.

6.3. The Company will send a renewal notice to the Takaful Participant one (1) month before the maturity or expiry of the Takaful Certificate.

7. EXPIRY OF TAKAFUL CERTIFICATE

7.1. Upon survival of the Person Covered at the end of the Coverage Term as shown in the Takaful Certificate Information Page, the coverage shall cease and the Takaful Certificate has no further value.

8. LIEN

8.1. Not applicable.

PROVISIONS OF WITHDRAWAL

1. CASH WITHDRAWAL

- 1.1. Partial withdrawal is not applicable for this plan.

2. SURRENDER OF TAKAFUL CERTIFICATE

- 2.1. During the lifetime of the Person Covered, only the Takaful Participant may exercise his right to surrender the Takaful Certificate by giving a written notice to the Company. However, the Takaful Certificate has no surrender value. The Takaful Certificate will cease thereafter.
- 2.2. The effective date of surrender is on the next Takaful Contribution due date.

PROVISIONS OF CLAIMS

1. NOTICE OF CLAIM

- 1.1. Notification of claim must be given in writing to the Company within thirty (30) days after occurrence of any events that result in claim. In the event of accidental death, immediate notice thereof must be given to the Company. Such notice given by or on behalf of the claimant, as the case may be, to the Company at its office specified in the Takaful Certificate with the particulars sufficient to identify the Takaful Participant or the Person Covered shall be deemed to be notice to the Company.
- 1.2. 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

- 2.1. The Company, 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 the Company from requiring further documentation in respect of the loss as deemed fit by the Company. All such information and evidence must be furnished to the Company within ninety (90) days from the date of the events covered.

3. PAYMENT OF CLAIM

- 3.1. All payment of benefits for death/ TPD of the Person Covered is payable to the Takaful Participant. However, if the Takaful Participant dies before the Person Covered, the death benefit will be payable to the Nominee. In the event of death of both Person Covered and the Takaful Participant at the same time prior to the Maturity Date of the Takaful Certificate, benefits will be paid to 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.

4. FRAUDULENT AND MISREPRESENTATION

- 4.1. If the Takaful Participant or Person Covered give any information, particulars and declarations or make any claim knowing which is misleading, false or deceptive, whether fraudulent or otherwise or fraudulently conceal a material fact, Takaful protection under the Takaful Certificate will become invalid and void from the Commencement Date.

PROVISIONS OF TERMINATION OF TAKAFUL CERTIFICATE

1. This Takaful Certificate shall automatically terminate:
 - 1.1 upon death claim; or
 - 1.2 upon surrender of the Takaful Certificate by the Takaful Participant; or
 - 1.3 on the Maturity Date shown in the Takaful Certificate Information Page; or
 - 1.4 if the disability claim for the full Sum Covered of this Takaful Certificate has been paid; or
 - 1.5 upon lapsation of the Takaful Certificate;whichever is earlier.
2. Upon termination of the Takaful Certificate, no Takaful benefit will be payable. The payment or acceptance of any Takaful Contribution of this Takaful Certificate thereafter shall not create any liability but the Company shall refund any such Takaful Contribution in full less any indebtedness on the Takaful Certificate, if any. Termination is subject to Section 5, Clause 5.1 under the Provisions of Benefit.
3. Termination of this Takaful Certificate shall not prejudice any claim that has arisen prior to such termination.

FEES AND CHARGES

1. WAKALAH FEE : as per below table, based on Percentage of Takaful Contribution

Term	Takaful Certificate Year				
	1	2	3	4	5 and thereafter
5 and above	25.0%	22.0%	18.0%	15.0%	10.0%

2. TAKAFUL CERTIFICATE CHARGE

- 2.1. Takaful Certificate Charge of RM48 per Takaful Certificate will be imposed for each year. This fee is an additional to the Wakalah Fee.

3. TABARRU' CHARGE

- 3.1. Takaful Contribution after deduction of Wakalah Fee and Takaful Certificate Charge will be allocated into the Risk Fund as Tabarru' charge.

4. REINSTATEMENT FEE

- 4.1. Reinstatement fee is RM15, plus any other taxes, if applicable, at the prevailing rate.

5. STAMP DUTY

- 5.1. RM 10 stamp duty is imposed once at inception.

The Company reserves the right to review and revise all the fees and charges by giving the Takaful Participant ninety (90) days' notices prior to Takaful Certificate anniversary date.