



**TAKAFUL IKHLAS GENERAL BERHAD (1233870 - A)**  
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## **IKHLAS KEMBARA PLUS TAKAFUL CERTIFICATE**

### **SALAM SEJAHTERA AND THANK YOU**

For choosing Us as Your Travel cover Takaful provider.

### **INTRODUCTION**

The Takaful Participant and the Company hereby agree that:

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

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

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

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

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

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

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

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## **DEFINITIONS**

Under this Takaful Certificate:

1. **“Accident/ Accidental”** means an event or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the Takaful Participant.
2. **“Benefits”** means the amount the Company will pay for a legitimate claim under this Takaful Certificate based on the Benefits description in the Schedule.
3. **“Bodily Injury”** means Bodily Injury suffered by the Takaful Participant resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control.
4. **“Endorsement”** means written evidence of an agreed changed to the Takaful Certificate.
5. **“Event”** means accidental Bodily Injury suffered by the Takaful Participant resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control and results in death or permanent disablement.
6. **“General Risk Investment Account (GRIA)”** The account where initial remittance of the Takaful Participant’s Contribution for a General Takaful product is made.
7. **“the Takaful Participant, You, Your, Person Covered”** shall means the person or persons named in the Takaful Schedule as “the Participant”, the person or persons who is covered under this Takaful Certificate as per list lodged to the Company.
8. **“Proposal”** means the Proposal signed by the Takaful Participant and other information that the Takaful Participant or anyone acting on behalf of the Takaful Participant has given to the Company.
9. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
10. **“Qard”** shall mean a contract of lending money whereby the borrower is obliged to repay the equivalent amount to lender.
11. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
12. **“Schedule”** means the information page that contains the details of the Takaful Participant, the Benefits, Contribution and period of Takaful attached to this Takaful Certificate.
13. **“Tabarru”** means 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.
14. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the participants in case of need whereby the participants mutually agree to contribute for that purpose.
15. **“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.
16. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
17. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.

18. **“the Company, We, Us, Our”** means Takaful Ikhlas General Berhad, its successors or assigns including any subsidiaries wholly owned and associated with MNRB Holdings Berhad or any other appointed service providers.
19. **“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.

### **SCHEDULE OF BENEFITS**

BENEFITS	OUTBOUND		INBOUND	
	Self / Self & Spouse / Group	Family	Self / Self & Spouse / Group	Family
	Benefit Amount (RM) per person	Benefit Amount (RM) per family	Benefit Amount (RM) per person	Benefit Amount (RM) per family
Accidental Death / Permanent Disablement	100,000.00	100,000.00	150,000.00	150,000.00
Funeral Expense	5,000.00	12,500.00	4,000.00	8,000.00
Medical Expenses	15,000.00	30,000.00	1,000.00	2,000.00
Emergency Medical Evacuation	10,000.00	10,000.00	10,000.00	10,000.00
Follow-up Treatment	5,000.00	10,000.00	1,000.00	2,000.00
Hospital Income (150/day, up to maximum RM5,000)	150.00	300.00	80.00	200.00
Compassionate Visit	3,000.00	3,000.00	1,000.00	3,000.00
Dispatch of Medicine	1,000.00	3,000.00	1,000.00	1,000.00
Loss of Travel Documents	1,000	5,000	1,000	5,000
Loss or Damage of Luggage or Personal Effects	2,000	5,000	2,000	5,000
Travel or Flight Delay	Up to 2,000.00 150 per 6 hours	Up to 2,000.00 200 per 6 hours	Up to 1,000.00 50 per 6 hours	Up to 2,000.00 100 per 6 hours
Refund due to liquidation of Agency	4,500.00	4,500.00	5,000.00	5,000.00
Repatriation	5,000.00	5,000.00	5,000.00	5,000.00
Trip Cancellation	10,000.00	30,000.00	Not applicable for Inbound Plan	
Trip Curtailment	10,000.00	20,000.00		
Loss or Damage to Notebook	1,000.00	1,000.00		
Luggage delay	300.00	1,000.00		
Missed Departure	1,000.00	3,000.00		
Missed Travel Connection	250.00	1,000.00		
Travel Overbooked	250.00	1,000.00		
Additional Costs of Rental Car Return	1,000.00	1,000.00		
Personal Liability	1,000,000.00	1,000,000.00		
Hijacking	3,000.00	6,000.00		
Personal Money	500.00	1,000.00		
Home Care Benefit	1,000.00	1,000.00		

**Optional Additional Sum Covered \* (Subject to additional Takaful Contribution)**

BENEFITS	OUTBOUND		INBOUND	
	Self / Self & Spouse / Group	Family	Self / Self & Spouse / Group	Family
	Benefit Amount (RM) per person	Benefit Amount (RM) per family	Benefit Amount (RM) per person	Benefit Amount (RM) per family
Additional Sum Covered to Emergency Medical Evacuation	150,000.00	150,000.00	50,000.00	50,000.00
Additional Sum Covered to Repatriation	35,000.00	35,000.00	20,000.00	20,000.00

**BENEFITS DESCRIPTION**

**1. Accidental Death or Permanent Disablement**

In the event of death or permanent disablement of the Person Covered due to Accident during the trip, a proportion of the relevant benefit amount as specified in the Scale of Compensation below are payable per person.

The Benefits provided by this section are as per the amount described in the Schedule of Benefits.

**SCALE OF COMPENSATION**

EVENT	Accidental Bodily Injury suffered by the Person Covered resulting from an event or incident that occurs which is unforeseen and unexpected which resulting directly or indirectly from the deliberate actions or intentions of a person or persons over which the life had no control and result in death or permanent disablement.	
RESULT	DESCRIPTION	BENEFIT
1	Death	Amount stated as per Schedule of Benefits
2	Permanent Disablement resulting in:	
	1. Loss of two limbs 2. Loss of both hands or of all fingers and both thumbs 3. Total Loss of sight of both eyes 4. Total paralysis 5. Injuries resulting in being permanently bedridden 6. Any other injury causing permanent total disablement 7. Loss of arm at shoulder 8. Loss of arm between shoulder and elbow 9. Loss of arm at elbow 10. Loss of arm between elbow and wrist 11. Loss of hand of wrist 12. Loss of leg - at hip - between knee and hip - below knee 13. Eye: Loss of - whole eye sight	100%
	14. One sight of, except perception of light	50%
	15. Loss of four fingers and thumb of one hand	50%
	16. Loss of four fingers	40%
	17. Loss of thumb - both phalanges - one phalanx	25% 10%
	18. Loss of index finger - three phalanges - two phalanges - one phalanx	15% 8% 4%
	19. Loss of middle finger - three phalanges - two phalanges - one phalanx	10% 4% 2%

20. Loss of ring finger	-	three phalanges	8%
	-	two phalanges	4%
21. Loss of little finger	-	three phalanges	6%
	-	two phalanges	4%
	-	one phalanx	2%
22. Loss of metacarpal	-	first or second (additional)	3%
	-	third, fourth or fifth (additional)	2%
23. Loss of all toes	-	of one foot	18%
	-	two phalanges of great toe	6%
	-	one phalanx of great toe	3%
	-	any other toe	3%
24. Total and Loss of Hearing	-	both ears	75%
	-	one ear	15%
25. Total and Permanent Loss of Speech member			50%

**2. Medical Expenses**

A reimbursement of actual medical expenses incurred for treatment of a Bodily Injury during the travel period due to an Accident up to the specified amount as described in the Schedule of Benefits.

**3. Funeral Expense**

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

**4. Emergency Medical Evacuation**

Reimbursement of expenses incurred of transporting the Person Covered to the medical facility or Malaysia for medical treatment.

**5. Repatriation**

Reimbursement of expenses incurred to transport the Person Covered to the medical facility or Malaysia or pays for the cost of burial or cremation in the locality where death occurs or the expenses of transporting the remains back to Malaysia.

**6. Follow-up Treatment**

The necessary follow-up medical, hospital and treatment expenses (including the cost of a private ambulance or professional home-nursing fees) incurred by You in Malaysia for a maximum period of ninety (90) days after the initial treatment from an attending Medical Practitioner, such expenses having resulted from an Accident sustained overseas during Your trip. Where initial treatment for bodily injury or illness sustained by You during the Trip was not sought overseas, the reimbursement is limited to outpatient treatment up to a maximum of RM5,000 incurred within twenty four (24) hours after Your arrival in Malaysia.

**7. Hospital Income**

If the Person Covered is admitted into a Hospital overseas as Inpatient on the recommendation of a Medical Practitioner as a result of Injury sustained during the trip, We will pay to the Person Covered a benefit of RM150 for each complete twenty four (24) hours he/she is hospitalized (maximum RM5,000), provided a valid claim is payable under Item No. 2.

**8. Compassionate Care**

A reimbursement of expenses incurred for visitation or compassionate care (i.e. 1 economy return airfare ticket for close relative, for 1 person) if the Person Covered sustain serious injury within the travel period and hospital confinement of more than 5 days.

**9. Dispatch of Medicine**

Reimburse the Person Covered up to the amount specified in the Schedule of Benefits for expenses incurred to dispatch medicine for specific treatment due to accident whilst travelling, provided such prescription(s) is/are recommended by Certified Medical Practitioner.

**10. Loss of Travel Documents**

Reimbursement (up to the amount specified in the Schedule of Benefits) for cost of replacing travel documents (i.e. passport, IC), and additional covered expenses (i.e. travelling, accommodation, communication) incurred due to theft within travel period.

**11. Loss or Damage of Luggage or Personal Effects**

This coverage applies if a luggage or personal effect is lost or damaged by Accident or misfortune and indemnifies the Person Covered for the covered items up to the amount specified in the Schedule of Benefits. Subject to submission of police report and other documents as proof of loss or damage.

**12. Travel or Flight Delay**

The benefit compensates for conveyance delay from the Takaful Schedule departure time for each full six (6) hours delay. This will be subjected to the amount specified in the Schedule of Benefits. This benefit is applicable to common carrier delay only. Not chartered flight. In the event of claim, the Person Covered to furnish original ticket as proof of purchase.

**13. Refund due to liquidation of agency**

A compensation to cover expenses incurred up to the specified amount in the Schedule of Benefits if the trip is cancelled due to liquidation of the agency subject to the agency is not yet in liquidation at the point of purchase.

Reimbursement will also be carried out for deposits whether partially or in full of airfare or tour packages if the air ticket or tour package is cancelled or forfeited due to liquidation of the tour agency where the Person Covered bought the ticket or tour package subject to, the reimbursement be made within three (3) months from the date the ticket or tour package is purchased and subject to the agency is not yet in liquidation at the point of purchase.

**14. Trip Cancellation**

Reimbursement for your pre-paid and non-refundable accommodation and travel expenses incurred in the event of the cancellation of your journey due to death, illness or accidental bodily injury that requires hospitalization or compulsory confinement as certified by Medical Practitioner occurring to you, your family member or your travel partner, or due to fire or natural disasters happening to your home, or due to unexpected outbreak of strike, civil unrest, riot or commotion.

**15. Trip Curtailment**

Reimbursement (up to the amount specified in the Schedule of Benefits) for your pre-paid and non-refundable accommodation and travel expenses incurred in the event of the curtailment of your trip due to death, illness or accidental bodily injury that requires hospitalization occurring to you, your family member or your travel partner or unexpected outbreak of strike, civil unrest, riot or commotion, in proportion to the unused days paid in your home country.

Reimbursement for curtailment will be proportionate to that part of the holiday or journey forgone.

**16. Loss or Damage to Notebook**

Reimbursement up to the specified amount in the Schedule of Benefits for total loss/damage to your notebook (mobile computer).

**17. Luggage Delay**

Compensation for every six (6) consecutive hours of delay.

**18. Missed Departure**

Reimbursement up to the specified amount in the Schedule of Benefits for necessary accommodation and travel expenses incurred as a result of missed departure due to failure of public transport services to get you to the departure port on time.

**19. Missed Travel Connection**

Compensation up to the specified amount in the Schedule of Benefits for missed travel connection whereby the next transportation is only available more than six (6) hours later.

**20. Travel Overbooked**

Compensation up to the specified amount in the Schedule of Benefits for overbooking of your travel arrangement for every six (6) hours without alternative transportation made available to you.

**21. Additional Costs of Rental Car Return**

Reimbursement up to the specified amount in the Schedule of Benefits for additional rental car costs incurred as a result of you being unable to return a hired car due to accident or hospitalisation.

**22. Personal Liability**

This plan also covers legal liability for bodily injury or damage to property sustained by third party arising out of personal acts or activities undertaken during the tour subject to the specified amount in the Schedule of Benefits.

**23. Hijacking**

Subject otherwise to the terms of this Takaful Certificate, the cover shall continue whilst the Takaful Participant is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack. For the purposes of this Certificate, "Hijack" means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the Takaful Participant is traveling.

**24. Personal Money**

Reimbursement up to the specified amount in the Schedule of Benefits for loss of cash and travelers' cheques due to robbery or theft.

**25. Home Care Benefit**

Compensation up to the specified amount in the Schedule of Benefits for loss or damage to home contents in your home due to fire or burglary during your travel period.

**CONDITIONS**

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

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.

**1. DUTY OF DISCLOSURE**

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

**A. Consumer Takaful Contracts**

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

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

#### **B. Non-Consumer Takaful Contracts**

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

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

### **2. NOTICE**

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

### **3. AGE LIMIT**

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

For family plan, a child must be between 30 days to 21 years old who are primarily dependent upon the Parents for support and maintenance.

### **4. CONDITION PRECEDENT TO THE LIABILITY**

This Certificate shall be automatically null and void when:

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

### **5. CHANGES**

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

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

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

Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Takaful Certificate not limited to the Schedules or Proposal by giving the Takaful Participant sufficient days notice on such amendments and changes.



## **6. CLAIMS PROCEDURE**

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

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

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

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

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

All Takaful Certificates information and evidence required by the Company shall be furnished at the expense of the Takaful Participant or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Takaful Participant as often as required shall undergo medical examination at the own expense of the Takaful Participants in respect of any claim of Bodily Injury. In case of death of a Person Covered, reasonable notice shall be given to the Company before interment or cremation and the Company may require that the Company be represented at a post mortem examination on the body of the Person Covered. The Company shall have the right and opportunity to conduct an autopsy at its own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a Person Covered shall be given to the Company as soon as known to the Takaful Participant.

## **7. RECEIPT OF DISCHARGE**

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

## **8. CANCELLATION**

This Takaful Certificate may be cancelled at any time at the request of the Takaful Participant, however the Company will not refund the pro rata Takaful Contribution for the unexpired period of cover. This Takaful Certificate may also be cancelled for any reasons whatsoever at the option of the Company by sending fourteen (14) days' notice by registered letter to the Takaful Participant at his last known address, in which case the Company shall not be liable to repay for the losses incurred on the same basis as described earlier.

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

## **9. ARBITRATION**

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

such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

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

#### **10. CONTRIBUTION ALLOCATION**

Payment of the Takaful Contribution paid by the Takaful Participant as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with Shariah principles. The Company will charge up to 60% of the Takaful Contribution as an upfront Wakalah Fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help other Participants in time of misfortune.

#### **11. SURPLUS**

At each financial year-end, the Actuary will assess the surplus position of the Risk Fund, to preserve long term sustainability of the fund. The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising from the Risk Fund at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. If the amount due to Takaful Participant is less than the threshold, the amount shall either be retained in the Risk Fund or donated to charity on behalf of the Takaful Participants. Both the threshold and the treatment of such amount shall be as defined in the Surplus Management Policy.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund.

If there is a deficit in the Risk Fund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

#### **12. OBSERVANCE AND FULFILLMENT OF CONDITIONS**

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

#### **13. GOVERNING LAW**

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

#### **14. TIME**

Time wherever mentioned in this Takaful Certificate, shall be of the essence of the agreement.

## 15. ASSIGNMENT

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

## 16. TAX

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

## 17. EXPENSES

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

## EXCLUSIONS

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

1. Death or Disablement or any other loss caused directly or indirectly by:-
  - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising where the Person Covered directly or indirectly participates or is involved howsoever in such activities;
  - (b) any act of terrorism;  
  
For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
  - (c) insanity, suicide (whether sane or insane) or any attempt thereat by the Person Covered;
  - (d) pre-existing physical or mental defect or infirmity to the Person Covered;
  - (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered;
  - (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the Person Covered; except miscarriage due to bodily injury as a direct result of an accident;
  - (g) provoked murder or assault on the Person Covered;
  - (h) any breach of Civil or Shariah Law and principles by the Person Covered;
  - (i) pre-existing disablement or Bodily Injury to the Person Covered;
  - (j) from misuse or abuse of substance, alcohol and/or drugs by the Person Covered; unless the drug is taken in accordance with an authorized medical prescription;
  - (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
2. Death or Disablement or any other loss sustained by the Person Covered:-
  - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;

- (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
  - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft;
  - (d) while committing or attempting to commit any unlawful act.
3. Death or Disablement or any other loss consequent upon the Person Covered engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.
  4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
  5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
    - (a) ionisation radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
    - (b) nuclear weapons material.
  6. losses caused directly or indirectly, wholly or partly by:
    - (a) any other kind of disease;
    - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Takaful Certificate and performed within the time provided in this Takaful Certificate);
    - (c) while the Takaful Participant is under the influence of alcohol or drug abuse while driving;
    - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
  7. any Bodily Injury which shall result from hernia;
  8. claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
  9. if the Person Covered does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
  10. the Person Covered engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
  11. deliberate exposure to exceptional danger (except in an attempt to save human life), or own criminal act of the Person Covered.
  12. if the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the Takaful Participant first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.

13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
  - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
  - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
14. claims engage in following occupations:
  - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
  - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
  - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry, or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Person Covered is off-duty at the time of the Accident and the Bodily Injury does not arise in the course of the employment of the Person Covered or any activity related to employment of the Person Covered), or
  - (d) activities or work involving scaffolding, gondolas, ropes or cables.
15. arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
16. Consequential loss or damage of any kind.
17. claims caused or resulting
  - (a) the Person Covered is traveling on, or against medical advice, or when the trip is made solely;
  - (b) from mental and nervous disorders, including insanity.

### **CASH BEFORE COVER WARRANTY**

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

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

## **IMPORTANT NOTICE**

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

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

Tel: +603-27239696

Fax: +603-27239998

E-mail: [complaints@takaful-ikhlas.com.my](mailto:complaints@takaful-ikhlas.com.my)

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

**Takaful Ikhlas General Berhad,  
IKHLAS Point, 9<sup>th</sup> Floor, Tower 11A, Avenue 5, Bangsar South,  
No. 8 Jalan Kerinchi, 59200 Kuala Lumpur.**

**Attention to: President and Chief Executive Officer**

We will make sure that Your case is examined thoroughly. If You are still not satisfied with the decision of the Company, You may then refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows:

<b>Ombudsman for Financial Services (664393P)</b> 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: <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a> Website: <a href="http://www.ofs.org.my">www.ofs.org.my</a>	<b>Contact Centre (BNMTELELINK)</b> Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur Tel : 1-300-88-5465 (1-300-88-LINK) Fax : +603-2174-1515 E-mail: <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>
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