



## **FOREIGN WORKER HOSPITALIZATION AND SURGICAL TAKAFUL SCHEME(SKHPPA)**

**WHEREAS** the Takaful Participant / Person Covered by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Takaful Ikhlas General Berhad (hereinafter called "the Company") for the Takaful contained in this Takaful Certificate and has paid the Takaful Contribution stated in the Takaful Certificate Schedule as consideration for such Takaful for the period stated therein.

**NOW THIS TAKAFUL CERTIFICATE WITNESSETH** that if during the Period of Takaful, any sickness, disease illness or accidental injury necessitates the Person Covered to be confined to a Malaysian Government Hospital for treatment, the Company will subject to the terms, provisos, exclusions and conditions of and endorsed on this Takaful Certificate, pay to the Person Covered or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

Provided always that this Takaful Certificate shall become effective as of the date stated in the Takaful Certificate Schedule. This Takaful Certificate shall be issued for one (1) year and at the end of each period of Takaful may be renewed for another year subject to the consent of the Company.

### **DUTY OF DISCLOSURE**

#### **A. 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 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 Schedule 9 of the 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.

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

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution as specified in the Takaful Certificate Schedule and pursuant to the answers 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.

### **Definitions:**

**ACCIDENT** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

**ANY ONE DISABILITY** shall mean all of the periods of Disability arising from the same cause including any and all complications there from except that if the Person Covered completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice from the conditions) of the Disability for at least ninety (90) days following the latest date of discharge and subsequent Disability from the same cause shall be considered as though it were a new Disability.

**DISABILITY** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

**CONGENITAL CONDITIONS** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Person Covered was continuously covered under this Takaful Certificate.

**DAY** shall mean the definition of a charging day adopted by the Malaysian Government Hospital concerned.

**DAY SURGERY** shall mean a patient who needs the use of a recovery facility for a surgical procedure on a pre-planned basis at the hospital/specialist clinic (but not for overnight stay)

**DOCTOR or PHYSICIAN or SURGEON** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the Person Covered himself.

**HOSPITAL CONFINEMENT** shall mean the Person Covered being duly registered and admitted as an in-patient in a Malaysian Government Hospital for more than twelve (12) hours.

**HOSPITAL** shall mean an establishment duly constituted and registered as a non-corporatized Malaysian Government Hospital for the care and treatment of sick and injured persons, and which:-

- (a) has organized facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a Physician; and
- (d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home for the aged and similar establishment.

**MALAYSIAN GOVERNMENT HOSPITAL** shall mean a hospital which charges of services are subject to the Fees Act 1951 Fees (Medical) (Cost of Services) Order 2014 and/or its subsequent amendments

**SICKNESS, DISEASE OR ILLNESS** shall mean a physical condition marked by a pathological deviation from the normal healthy state.

**INJURY** shall mean bodily injury caused solely by Accident

**TAKAFUL PARTICIPANT** shall mean a person or corporate entity who has applied for this Takaful from the Company and who is an employer or bona fide foreign workers.

**PERSON COVERED** shall mean the Eligible Person having accepted by the Company to participate in the Scheme as described in the Takaful Certificate Schedule.

**ELIGIBLE PERSON** shall mean the present and future full-time foreign worker employees of the Takaful Participants who are between eighteen (18) to sixty (60) years of age and who are bona fide holders of valid work permits/Pas Lawatan Kerja Sementara issued by the relevant Malaysian government authority.

**INTENSIVE CARE UNIT** shall mean a section within the Malaysian Government Hospital which is designated as an Intensive Care Unit by the Malaysian Government Hospital and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Malaysian Government Hospital.

**OVERALL ANNUAL LIMIT** shall mean benefits payable in respect of expenses incurred for treatment provided to the Person Covered during the period of Takaful shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of type/types of disability. In the event the Overall Annual Limit having been paid, all Takaful for the Person Covered hereunder shall immediately cease to be payable for the remaining Takaful Certificate year.

**PRE-EXISTING ILLNESSES** shall be limited to disabilities which existed before the effective date of cover and for which the Person Covered should have reasonably been aware of. The Person Covered may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- (a) the Person Covered had received or is receiving treatment;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

**REASONABLE AND CUSTOMARY CHARGES** shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the medical condition of the Person Covered's medical condition.

**SPECIFIED ILLNESSES** shall mean the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days of coverage of the Person Covered:-

- (a) Cardiovascular disease;
- (b) All cancers.

**SURGERY** shall mean any of the following medical procedures:-

- (a) To incise, excise or electrocauterized any organ or body part, except for dental services.
- (b) To repair, revise, or reconstruct any organ or body part.
- (c) To reduce by manipulation a fracture or dislocation.
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder or urethra.

**TAKAFUL CERTIFICATE** shall mean this agreement together with any endorsements therein, signed by the Company, the Takaful Certificate Schedule attached hereto and the application form of the Person Covered all of which shall constitute the entire contract between the parties

**PERIOD OF TAKAFUL** shall mean the period of One (1) year specified in the Takaful Certificate Schedule and during which the Person Covered is in immediate employment of the Takaful Participant or until the cessation of the work/employment permit whichever is the earlier BUT EXCLUDING the period when the Person Covered returns to his/her home country. Cover ceases from the time he/she leaves Malaysia and resumes upon his/her return to Malaysia. The territorial limit of this Takaful Certificate is within Malaysia only.

**GENERAL RISK INVESTMENT ACCOUNT (GRIA)** - The account where initial remittance of the Takaful Participant's Takaful Contribution for General Takaful product is made.

**RISK FUND** means a pool of fund based on the concept of Tabarru' providing mutual protection and indemnity among the Takaful Participants.

**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.

**TAKAFUL** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.

**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.

**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.

### **Descriptions of Benefits**

#### **Daily Hospital Room and Board (Maximum up to thirty (30) days)**

Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Malaysian Government Hospital during the Person Covered's confinement, but in no event shall the benefit exceed, for any one (1) day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Person Covered will only be entitled to this benefit while confined to a Hospital as an Inpatient.

#### **Intensive Care Unit (Maximum up to fifteen (15) days)**

Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an in-patient in the Intensive Care Unit of the Malaysian Government Hospital. This benefit shall be payable equal to the actual charges made by the Malaysian Government Hospital subject to the maximum benefit for any one (1) day, and maximum number of days, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be

restricted to the standard Daily Hospital Room and Board rate. No Hospital Room and Board Benefits shall be paid for the same confinement period where the Daily Intensive Care Unit Benefits is payable.

### **Hospital Supplies and Services**

Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism test, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Person Covered is confined as an in-patient in a Malaysian Government Hospital, up to the amount stated in the Schedule of Benefits.

### **Operating Theatre**

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure not exceeding the limits as set forth in the Schedule of Benefits.

### **Surgical Fees**

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists during confinement in hospital. If more than one (1) surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

### **Anaesthetist Fees**

Reimbursement of the Reasonable and Customary Charges by the Anaesthetist for the Medically Necessary administration of anaesthesia not exceeding the limits as set forth in the Schedule of Benefits.

### **In-Hospital Physician Visits (Maximum up to thirty (30) days)**

Reimbursement of Reasonable and Customary Charges by a Physician for Medically Necessary visiting an in-paying patient while confined for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days and amount as set forth in the Schedule of Benefits.

### **In-Hospital Specialist Consultation Visits (Maximum up to thirty (30) days)**

Reimbursement of the Reasonable and Customary Charges for the consultation by a legally licensed and qualified Medical Specialist, which is recommended by a Physician because of illness or injury while confined in hospital. The total amount payable shall not exceed the maximum specified in the Schedule of Benefits for Any One Disability.

### **Ambulance Fees/Medical Reports Fees**

Reimbursement of Reasonable and Customary Charges incurred for necessary domestic ambulance service (inclusive of attendants) to and/or from the Malaysian Government Hospital. Payment will not be made if the Person Covered is not hospitalized and subject to the limits as set forth in the Schedule of Benefits. Under this benefit, the Company shall also reimburse the Person Covered the cost of obtaining medical report(s) but only if such reports are specifically required by the Company for its processing of claims.

### **Special Provisions**

#### **PERSON ELIGIBLE**

Eligible Persons for this Takaful Certificate are those present and future full-time foreign worker employees of Takaful Participant who are actively engaged at their usual work on the date the persons are eligible to join the Takaful Certificate.

Present foreign worker employees will be eligible to participate in the Takaful cover on the commencement date of the Takaful Certificate. Future foreign worker employees will be eligible to participate in the Takaful cover according to the date mentioned in the application form.

If a foreign worker employee is not actively engaged at his/her usual work on the date he/she would otherwise be eligible in accordance with the abovementioned requirement, his/her eligibility date will be deferred to the first (1st) day of the month immediately following his/her return to active full-time work.

#### **PERIOD OF COVER AND RENEWAL**

This Takaful Certificate shall become effective as for the date stated in the Schedule. The Takaful Certificate Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Takaful Certificate is renewable at the Takaful Contribution rates in effect at that time as notified by the Company.

This Takaful Certificate is renewable at the option of the Company. In relation to Takaful Certificate which will not be renewed, or for which the renewal is to be deferred, the Company shall notify the Takaful Participant / Person Covered of its decision to decline or defer renewal, together with reasons where appropriate, at least thirty (30) days before the Takaful Certificate anniversary date.

## **GEOGRAPHICAL TERRITORY**

All benefits provided in this Takaful Certificate are applicable within Malaysia only for twenty-four (24) hours a day.

## **LIMITATION OF BENEFITS**

All benefits provided in this Takaful Certificate are only payable in the event the Person Covered is confined in a non-corporatized Malaysian Government Hospital.

## **Exclusions**

This Takaful Certificate does not cover any hospitalization, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing illness. However, this exclusion is waived in the event the Person Covered passes the medical examination as confirmed by Fomema Sdn. Bhd. (FOMEMA) within thirty (30) days from the Person Covered arrival to Malaysia.
2. Specified illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
3. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.
4. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Takaful.
5. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immunodeficiency Syndrome) or ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.
6. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
7. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
8. Hospitalization primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
9. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
10. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.
11. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
12. Expenses incurred for donation of any body organ by a Person Covered and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
13. Investigation and treatment of sleep and snoring disorders, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage or aromatherapy or other alternative treatment.
14. Care or treatment for which payment is not required or to the extent which is payable by any other Takaful or indemnity covering the Person Covered and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Takaful Contract.
15. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).

16. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.
17. Sickness or Injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities.
18. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
19. Expenses incurred for sex changes.

### **General Conditions**

This Takaful Certificate and the Schedules shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Takaful Certificate or of the Schedule shall bear such specific 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.

### **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 Yourself/family/dependents, You had a duty to take reasonable care not to make any 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 take reasonable care in answering the questions may result in avoidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of the terms or termination of Your contract of Takaful in accordance with the remedies in Schedule 9 of the 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 provided 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 for the purpose of providing medical Takaful benefits to Your employees and their dependents, 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 the 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 provided in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.

### **NOTICE**

Every notice or communication to the Company shall be in writing and sent to the Company. No alteration in the terms of this Takaful Certificate or any endorsement thereon, will be held valid unless the same is signed or initiated by an authorized representative of the Company.

### **CONDITION PRECEDENT TO LIABILITY**

The due observance and the fulfillment of the terms, provisions and conditions of this Takaful Certificate by the Takaful Participant and the Person Covered and in so far as they relate to anything to be done or complied with by the Takaful Participant and Person Covered shall be conditions precedent to any liability of the Company.

### **MISREPRESENTATION/FRAUD**

If the proposal or declaration of the Person Covered is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this Takaful Certificate, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then in any of these cases, this Takaful Certificate shall be void.

## **TAKAFUL CONTRIBUTION**

During the Period of Takaful, the Takaful Contribution for this Takaful Certificate is not guaranteed. The Company shall have the right to change the rate at which Takaful Contributions shall be calculated, at the start of any Takaful Certificate Year, provided that the Company notifies the Person Covered at least ninety (90) days in advance of the date such Takaful Contribution is due.

## **CHANGE OF RISK**

The Takaful Participant / Person Covered shall give immediate notice in writing to the Company of any material change in his or her occupation, business, duties or pursuits and pay any additional Takaful Contribution that may be required by the Company.

## **CLAIM PROCEDURES**

- (a) The Takaful Participant / Person Covered shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Company stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- (b) The Person Covered shall immediately procure and act on proper medical advice and the Company shall not be held liable in the event a treatment or service becomes necessary due to failure of the Person Covered to do so.
- (c) Upon completion of submission of all relevant documents, the reimbursement of the claims shall be made within thirty (30) working days by the Company.

## **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.

## **CANCELLATION**

This Takaful Certificate may be cancelled by the Takaful Participant at any time by giving a written notice to the Company; and provided that no claims have been made during the current Takaful Certificate year, the Takaful Participant shall be entitled to a refund of the Takaful Contribution as follow:-

<b>Period Not Exceeding</b>	<b>Refund of Annual Takaful Contribution</b>
15days	90%
1month	80%
2months	70%
3months	60%
4months	50%
5months	40%
6months	30%
7months	25%
8months	20%
9months	15%
10months	10%
11months	5%
Period Exceeding 11 months	No Refund

## **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.

## **GOVERNING LAW**

This Takaful Certificate is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

## **LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover on this Takaful Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. If the Person Covered shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Takaful Certificate, the Person Covered may, within a grace period of one calendar year from the time that the written proof of loss was to be furnished, submit the relevant proof of loss to the Company with cogent reason(s) for the failure to comply with the Takaful Certificate terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Company. After such grace period has expired, the Company will not accept, for any reason whatsoever, such written proof of loss.

## **TERMINATION OF INDIVIDUAL TAKAFUL**

The Takaful cover of any one Persons Covered shall terminate on the earlier happening of the following events:-

- (a) upon expiration of the Person Covered's work permit or upon the termination of the employment contract between the Takaful Participant and the Person Covered named in the Schedule, or
- (b) from the date of the Immigration Department's Letter of Discharge, or
- (c) on the death of the Person Covered, or exhaustion of the Overall Annual Limit for that particular Person Covered, or
- (d) on the Takaful Certificate Anniversary immediately following the 60<sup>th</sup> birthday of the Person Covered, or
- (e) on the date when Takaful Contribution payments for the Person Covered are discontinued due to any cause, or
- (f) on the date of termination of the Takaful Certificate by either the Takaful Participant or the Company, or
- (g) at the mid-night standard Malaysian time on the last day of the Period of Takaful unless the Person Covered is confined to a Government Hospital at such time. If this being the case, the time of termination shall be extended to:
  - (i) the time the Person Covered is discharged from the Government Hospital; or
  - (ii) the time the Overall Annual Limit shall have been exhausted whichever is the first to occur.

## **ALTERATIONS**

The Company reserves the right to amend the terms and provisions of this Takaful Certificate by giving a thirty (30) day prior notice in writing by ordinary post to the Takaful Participant's last known address in the Company's records, and such amendment will be applicable from the next renewal of this Takaful Certificate. No alteration to this Takaful Certificate shall be valid unless Authorized by the Company and such approval is endorsed thereon. The Takaful operator should give thirty (30) days prior written notice to the Takaful Participant according to the last recorded address for any alterations made.

## **GRACE PERIOD**

Notwithstanding the Cash before Cover condition, a Grace period of fourteen (14) days from its due date will be allowed for payment of each Takaful Contribution after the first Takaful Certificate Year. During such fourteen (14) days, Company shall remain liable there under if by the last of such days, the Takaful Contribution is actually paid. If any Takaful Contribution is not paid in respect of this Takaful Certificate Contract before the end of the Grace period, this Takaful Certificate shall be deemed as terminated at the expiry date of the Takaful Certificate.

## **TAKAFUL CONTRIBUTION ALLOCATION**

Payment of the Takaful Contribution 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 25% of the Takaful Contribution as an upfront Wakalah Fee upfront and the balance will be dripped to the Risk Fund at inception for Tabarru' charges and be used to help other Takaful Participants in time of misfortune.



## **SURPLUS**

At each financial year-end, the Actuary will assess the surplus position of the Risk Fund. The Company shall charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where appropriate charge 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 will 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.

## **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.

### **IMPORTANT**

The Takaful Participant shall read this Takaful Certificate carefully and if any error or misdescription be found herein, or if the cover were not in accordance with the wishes of the Takaful Participant, advice should at once be given to the Company and the Takaful Certificate returned for attention

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

<b>Ombudsman of Financial Services (664393P)</b> Level 14, Main Block, Menara Takaful Malaysia 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>	<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>
---	--

**SCHEDULE OF BENEFITS (ANY ONE DISABILITY)**

ITEM	BENEFITS	AMOUNT (RM)
1(a)	Daily Hospital Room & Board (Maximum up to 30 days)	As charged – in accordance to charges consistent with third (3rd)
1(b)	Intensive Care Unit (Maximum up to 15 days)	Class Room & Board to a maximum
2.	Hospital Supplies and Services	Of RM160 per day, in a Non-Corporatized Malaysian
3.	Operating Theatre	Government Hospital in conformance to the charges specified under
4.	Surgical fees (Excluding organ transplantation)	Fees Act 1951, Fees (Medical) (Cost of Services) Order 2014 and/or
5.	Anaesthetist Fees	its subsequent amendments
6.	In-Hospital Physician Visits (Maximum up to 30 days)	
7.	In-Hospital Specialist Consultation Visits (Maximum up to 30 days)	
8.	Ambulance Fees/Medical Report Fees	
<b>Maximum Overall Annual Limit (item 1-8)</b>		<b>RM20,000.00</b>

**IMPORTANT NOTE:**

All benefits payable for any number of disabilities in any one given period of Takaful is subject to the Overall Annual Limit of RM20,000.00 per Person Covered.