

CERTIFICATE FOR
TAKAFUL *myCI* Cover

You as named in the e-Certificate Information Page (“e-CIP”) agree to participate in Takaful *myCI* Cover and pay the Contribution into the Participant Special Account (“PSA”) based on Tabarru’.

You authorize Us based on Wakalah to manage the PSA and allow Us to receive the Wakalah Fee.

You also agree that any surplus arising from the PSA will be kept in the PSA. If the PSA is in deficit, an interest-free loan will be provided by Us to the PSA based on Qard.

The cover shall take effect on the Effective Date subject to the terms, conditions and provisions of this Certificate and any amendment or endorsement or annexure included at issue or at a later date will form part of this Certificate.

1. DEFINITIONS

In this Certificate where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

- 1.1 **“YOU” or “YOUR”** means the Participant as stated in the e-CIP.
- 1.2 **“WE”, “US” or “OUR”** refers to Syarikat Takaful Malaysia Keluarga Berhad.
- 1.3 **“ACTIVITIES OF DAILY LIVING” or “ADL”** are as follows:
 - (a) Transfer
Getting in and out of a chair without requiring physical assistance.
 - (b) Mobility
The ability to move from room to room without requiring any physical assistance.
 - (c) Continence
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
 - (d) Dressing
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
 - (e) 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.
 - (f) Eating

All tasks of getting food into the body once it has been prepared.
- 1.4 **“AGE AT ENTRY”** means the Participant’s age next birthday determined from the Effective Date.
- 1.5 **“ASSESSMENT PERIOD”** means the period during which We will assess a condition before deciding whether or not the condition qualifies as being permanent. The assessment period will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months (provided all required evidence has been submitted).
- 1.6 **“CERTIFICATE ANNIVERSARY”** means the anniversary of the Effective Date.
- 1.7 **“CERTIFICATE YEAR”** means the one (1) year period including the Effective Date and immediately following that date. Each succeeding Certificate Year is the one (1) year period from the Certificate Anniversary to the next Certificate Anniversary.
- 1.8 **“CONTRIBUTION”** means the regular contribution to be paid by You as stated in the e-CIP in respect of this Certificate or in a subsequent endorsement or notification issued by Us.

- 1.9 **“COVERAGE TERM”** means the total period of cover of either 10 years or 20 years from the Effective Date as stated in the e-CIP.
- 1.10 **“EFFECTIVE DATE”** means the effective date stated in the e-CIP on which the Participant’s coverage under this Certificate has become effective.
- 1.11 **“EXPIRY DATE”** means the expiry date shown in the e-CIP on which the Participant’s coverage under this Certificate has ceased accordingly.
- 1.12 **“HIBAH”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this Certificate, the nominee may receive the benefits payable under this Certificate based on Hibah if the nominee is a beneficiary under conditional Hibah.
- 1.13 **“IRREVERSIBLE”** means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.
- 1.14 **“MEDICAL PRACTITIONER”** means a person who is 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 Participant.
- 1.15 **“NEUROLOGIST”** means a Medical Practitioner who is board certified in neurology and a Fellow of the Neurological Society in either the United Kingdom, the United States of America, Canada or Australia.
- 1.16 **“PARTICIPANT” or “PERSON COVERED”** refers to the person who is covered under this Certificate as named in the e-CIP.
- 1.17 **“PARTICIPANT SPECIAL ACCOUNT” or “PSA”** refers to a fund established to pool portion of Contributions paid by participants on the basis of Tabarru’ for the purpose of meeting claims associated with events or risks specified in this Certificate. This fund is collectively owned by the pool of participants.
- 1.18 **“PERMANENT”** means expected to last throughout the lifetime of the Participant.
- 1.19 **“PERMANENT NEUROLOGICAL DEFICIT WITH PERSISTING CLINICAL SYMPTOMS”** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Participant. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.
- 1.20 **“QARD”** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this Certificate, We will lend an amount of money to the PSA without interest if the PSA is in deficit.
- 1.21 **“REINSTATEMENT DATE”** means the date of Your application for reinstatement is approved by Us.
- 1.22 **“SUM COVERED”** means the amount of coverage in respect to the benefits provided under the e-CIP.
- 1.23 **“TABARRU”** means donation for charitable purposes. Under this Certificate, You donate a portion of the Contribution to the PSA based on Tabarru’ to help other participants. Tabarru’ takes into effect when You contribute to the PSA.
- 1.24 **“TAKAFUL”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of tabarru’ into a common fund to provide financial assistance payable to the participants, person covered or the beneficiaries on the occurrence of pre-defined events.

- 1.25 **“WAITING PERIOD”** means the first thirty (30) days from the Effective Date or Reinstatement Date, whichever is the later, for Critical Illnesses other than Cancer. For Cancer, the Waiting Period means the first sixty (60) days from the Effective Date or Reinstatement Date, whichever is later.
- 1.26 **“WAKALAH”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this Certificate, You authorize Us to manage the PSA based on Wakalah and in return, We will receive a Wakalah Fee.

2. DESCRIPTION OF CONTRIBUTION AND CHARGES

2.1 CONTRIBUTIONS

You shall pay the Contribution specified in e-CIP or in a subsequent endorsement issued by Us starting from the Effective Date up to and including the due date immediately prior to the Expiry Date.

All Contributions are to be paid in advance on the due date based on Coverage Term, Age At Entry and gender of the Participant. The Contribution payable will be credited into the PSA as Tabarru', subject to the terms and conditions of this Certificate.

The Tabarru' rates are not guaranteed. We may revise the Tabarru' rates in the future in the event of adverse claims experience. The revision of Tabarru' rates will apply to all Person Covered regardless of their claims experience. If there is any rate revision, You will be notified by Us at least thirty (30) days before it takes effect. The revised Tabarru' rates will only apply at the next Certificate Anniversary.

2.2 WAKALAH FEE

The Wakalah Fee chargeable under this Certificate is 30% of the Contribution. The Wakalah Fee will be deducted upfront upon payment of the Contribution.

3. EVENTS UPON WHICH THE BENEFITS ARE TO BE PAID

3.1 CRITICAL ILLNESS BENEFIT

While this Certificate is in force and subject to its terms, conditions and the Waiting Period, in the event the Participant is diagnosed with a Critical Illness as defined in Clause 3.2 below prior to the Expiry Date, We will pay the Sum Covered as shown in the e-CIP.

Provided that:

- 3.1.1 The Critical Illness for which a claim is made must be diagnosed by a Medical Practitioner and supported by acceptable clinical, radiological, histological and laboratory evidence satisfactory to Us.
- 3.1.2 The Participant survives for at least thirty (30) days following the diagnosis of the Critical Illness.
- 3.1.3 If a valid Critical Illness claim has been made under this Certificate, no future benefit will be payable for the same Critical Illness.
- 3.1.4 The aggregate amount of benefits paid under this Certificate taken together should not exceed a total of one hundred percent (100%) of the Sum Covered regardless of the number of Critical Illnesses that the Participant has suffered at any time.

3.2 DEFINITION OF CRITICAL ILLNESSES

3.2.1 HEART ATTACK - OF SPECIFIED SEVERITY

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (a) A history of typical chest pain;
- (b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- (c) Elevation of the cardiac biomarkers , inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:
Cardiac Troponin T or Cardiac Troponin I $> / = 0.5$ ng/ml.

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- (i) occurrence of an acute coronary syndrome including but not limited to unstable angina
- (ii) a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

3.2.2 STROKE – RESULTING IN PERMANENT NEUROLOGICAL DEFICIT WITH PERSISTING CLINICAL SYMPTOMS

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a Neurologist. A minimum Assessment Period of three (3) months applies.

For the above definition, the following are not covered:

- (a) Transient ischemic attacks
- (b) Cerebral symptoms due to migraine
- (c) Traumatic injury to brain tissue or blood vessels
- (d) Vascular disease affecting the eye or optic nerve or vestibular functions.

3.2.3 CANCER - OF SPECIFIED SEVERITY AND DOES NOT COVER VERY EARLY CANCERS

Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (a) All cancers which are histologically classified as any of the following:
 - pre-malignant
 - non-invasive
 - carcinoma in situ
 - having borderline malignancy
 - having malignant potential
- (b) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)
- (c) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)
- (d) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- (e) Chronic Lymphocytic Leukemia less than Rai Stage 3
- (f) All cancers in the presence of HIV
- (g) Any skin cancer other than malignant melanoma.

3.2.4 CORONARY ARTERY BY-PASS SURGERY

Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting.

For the above definition, the following are not covered:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;
- (c) keyhole procedures;
- (d) laser procedures.

3.2.5 SERIOUS CORONARY ARTERY DISEASE

The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.

3.2.6 ANGIOPLASTY AND OTHER INVASIVE TREATMENTS FOR CORONARY ARTERY DISEASE

The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.

Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of RM25,000. This covered event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the lump sum payment which may be payable.

3.2.7 CARDIOMYOPATHY – OF SPECIFIED SEVERITY

A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

The New York Heart Association Classification of Cardiac Impairment for Class III and Class IV means the following:

- (a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- (b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Cardiomyopathy directly related to alcohol or drug abuse is not covered.

3.2.8 HEART VALVE SURGERY

The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:

- (a) Repair via intra-arterial procedure
- (b) Repair via key-hole surgery or any other similar techniques.

3.2.9 SURGERY TO AORTA

The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- (a) angioplasty;
- (b) other intra-arterial or catheter based techniques;
- (c) other keyhole procedures;
- (d) laser procedures.

3.2.10 PRIMARY PULMONARY ARTERIAL HYPERTENSION – OF SPECIFIED SEVERITY

A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

- (a) Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- (b) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

3.2.11 MULTIPLE SCLEROSIS

A definite diagnosis of multiple sclerosis by a Neurologist. The diagnosis must be supported by all of the following:

- (a) Investigations which confirm the diagnosis to be Multiple Sclerosis;
- (b) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and
- (c) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

3.2.12 ALZHEIMER'S DISEASE / SEVERE DEMENTIA

Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of Irreversible organic brain disorders. The covered event must result in significant reduction in mental and social functioning requiring continuous supervision of the Participant. The diagnosis must be clinically confirmed by a Neurologist.

From the above definition, the following are not covered:

- (a) Non organic brain disorders such as neurosis;
- (b) Psychiatric illnesses;
- (c) Drug or alcohol related brain damage.

3.2.13 MOTOR NEURON DISEASE – PERMANENT NEUROLOGICAL DEFICIT WITH PERSISTING CLINICAL SYMPTOMS

A definite diagnosis of motor neuron disease by a Neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.

3.2.14 **PARKINSON'S DISEASE – RESULTING IN PERMANENT INABILITY TO PERFORM ACTIVITIES OF DAILY LIVING**

A definite diagnosis of Parkinson's Disease by a Neurologist where all the following conditions are met:

- (a) Cannot be controlled with medication;
- (b) Shows signs of progressive impairment; and
- (c) Confirmation of the permanent inability of the Participant to perform without assistance three (3) or more of the Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.

3.2.15 **ENCEPHALITIS – RESULTING IN PERMANENT INABILITY TO PERFORM ACTIVITIES OF DAILY LIVING**

Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The covered event must be certified by a Neurologist.

Encephalitis in the presence of HIV infection is not covered.

3.2.16 **BACTERIAL MENINGITIS - RESULTING IN PERMANENT INABILITY TO PERFORM ACTIVITIES OF DAILY LIVING**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.

The diagnosis must be confirmed by:

- (a) an appropriate specialist; and
- (b) the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

For the above definition, other forms of meningitis, including viral meningitis are not covered.

3.2.17 **BENIGN BRAIN TUMOR - OF SPECIFIED SEVERITY**

A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:

- (a) It is life threatening;
- (b) It has caused damage to the brain;
- (c) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
- (d) Its presence must be confirmed by a Neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.

The following are not covered:

- (i) Cysts
- (ii) Granulomas
- (iii) Malformations in or of the arteries or veins of the brain
- (iv) Hematomas
- (v) Tumours in the pituitary gland
- (vi) Tumours in the spine
- (vii) Tumours of the acoustic nerve.

3.2.18 BRAIN SURGERY

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy (surgical opening of skull) is performed.

For the above definition, the following are not covered:

- (a) Burr hole procedures
- (b) Transphenoidal procedures
- (c) Endoscopic assisted procedures or any other minimally invasive procedures
- (d) Brain surgery as a result of an accident.

3.2.19 MAJOR HEAD TRAUMA - RESULTING IN PERMANENT INABILITY TO PERFORM ACTIVITIES OF DAILY LIVING

Physical head injury resulting in permanent functional impairment verified by a Neurologist. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.

3.2.20 FULMINANT VIRAL HEPATITIS

A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:

- (a) A rapidly decreasing liver size as confirmed by abdominal ultrasound;
- (b) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- (c) Rapidly deteriorating liver functions tests; and
- (d) Deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

3.2.21 END-STAGE LIVER FAILURE

End-stage liver failure as evidenced by all of the following:

- (a) Permanent jaundice;
- (b) Ascites (excessive fluid in peritoneal cavity); and
- (c) Hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

3.2.22 END-STAGE LUNG DISEASE

End-stage lung disease causing chronic respiratory failure.

All of the following criteria must be met:

- (a) The need for regular oxygen treatment on a permanent basis;
- (b) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 liter during the first second;
- (c) Shortness of breath at rest; and
- (d) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

3.2.23 CHRONIC APLASTIC ANEMIA - RESULTING IN PERMANENT BONE MARROW FAILURE

Irreversible permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:

- (a) Regular blood product transfusion;
- (b) Marrow stimulating agents;
- (c) Immunosuppressive agents; or

(d) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

3.2.24 MUSCULAR DYSTROPHY

The definite diagnosis of a Muscular Dystrophy by a Neurologist which must be supported by all of the following:

- (a) Clinical presentation of progressive muscle weakness;
- (b) No central / peripheral nerve involvement as evidenced by absence of sensory disturbance; and
- (c) Characteristic electromyogram and muscle biopsy findings.

No benefit will be payable under this covered event before the Participant has reached the age of twelve (12) years next birthday.

3.2.25 KIDNEY FAILURE - REQUIRING DIALYSIS OR KIDNEY TRANSPLANT

End-stage kidney failure presenting as chronic Irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

3.2.26 BLINDNESS – PERMANENT AND IRREVERSIBLE

Permanent and Irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

3.2.27 DEAFNESS – PERMANENT AND IRREVERSIBLE

Permanent and Irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

3.2.28 LOSS OF SPEECH

Total, permanent and Irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.

All psychiatric related causes are not covered.

3.2.29 THIRD DEGREE BURNS – OF SPECIFIED SEVERITY

Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.

3.2.30 MAJOR ORGAN / BONE MARROW TRANSPLANT

The receipt of a transplant of:

- (a) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- (b) One of the following human organs: heart, lung, liver, kidney, pancreas that resulted from Irreversible end-stage failure of the relevant organ.

Other stem cell transplants are not covered.

3.2.31 **PARALYSIS OF LIMBS**

Total, permanent and Irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.

3.2.32 **COMA - RESULTING IN PERMANENT NEUROLOGICAL DEFICIT WITH PERSISTING CLINICAL SYMPTOMS**

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a Neurologist must be present.

The following is not covered:

- (a) Coma resulting directly from alcohol or drug abuse.

3.2.33 **SYSTEMIC LUPUS ERYTHEMATOSUS WITH SEVERE KIDNEY COMPLICATIONS**

A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.

For this definition , the covered event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only hematological or joint involvement are not covered.

WHO Lupus Classification:

Type III - Focal Segmental glomerulonephritis

Type IV - Diffuse glomerulonephritis

Type V - Membranous glomerulonephritis

3.2.34 **LOSS OF INDEPENDENT EXISTENCE**

Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.

3.2.35 **HIV INFECTION DUE TO BLOOD TRANSFUSION**

Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- (a) The blood transfusion was medically necessary or given as part of a medical treatment;
- (b) The blood transfusion was received in Malaysia or Singapore after the commencement of this Annexure;
- (c) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- (d) The Participant does not suffer from hemophilia; and
- (e) Participant is not a member of any high risk groups including but not limited to intravenous drug users.

3.2.36 **FULL-BLOWN AIDS**

The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the Participant must have a CD4 cell count of less than two hundred (200)/ μ L and one or more of the following criteria are met:

- (a) Weight loss of more than 10% of body weight over a period of six (6) months or less (wasting syndrome)

- (b) Kaposi Sarcoma
- (c) Pneumocystis Carinii Pneumonia
- (d) Progressive multifocal leukoencephalopathy
- (e) Active Tuberculosis
- (f) Less than one-thousand (1000) Lymphocytes/ μ L
- (g) Malignant Lymphoma

3.2.37 **OCCUPATIONALLY ACQUIRED HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION**

Infection with the Human Immunodeficiency Virus (only if the Participant is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to Us within thirty (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident.

“Medical Staff” is defined as doctors (general physicians and specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in a medical centre or hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.

3.2.38 **TERMINAL ILLNESS**

The conclusive diagnosis of a condition that is expected to result in death of the Participant within twelve (12) months. The Participant must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by the Our appointed doctor.

3.2.39 **MEDULLARY CYSTIC DISEASE**

A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

All benefits specified above will be payable from the PSA.

4. EXCLUSIONS

We will not be liable to pay any benefit under this Certificate for Critical Illness resulting directly or indirectly from any of the following causes:

- 4.1 Critical Illness which has existed at the Effective Date or at any Reinstatement Date, whichever is later.
- 4.2 Critical Illness for which:
 - 4.2.1 Any condition which existed or was diagnosed during the Waiting Period or after the expiry of the Waiting Period but which is related to a condition which existed or was diagnosed during the Waiting Period, except for Critical Illness contracted due to injury; or
 - 4.2.2 signs and symptoms existed before or during the Waiting Period which would prompt a reasonable person to seek medical care or attention, though the resulting diagnosis may occur before or after the expiry of the Waiting Period.
- 4.3 A claim for a Critical Illness described in 4.2.1 and/or 4.2.2 above will not be admissible only because notification of the said claim was given to Us after the expiry of the Waiting Period.
- 4.4 Any diseases directly or indirectly, caused by or contributed to by nuclear weapons material, ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion will include any self-sustaining process of nuclear fission.
- 4.5 Self-inflicted injuries, while sane or insane.

5. GENERAL PROVISIONS

5.1 THE CONTRACT

This Certificate, e-CIP, Proposal and Declaration Form and all relevant documentary declarations and/or statements that make up this Certificate together with any endorsement made by Us, will form the entire contract between You and Us. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by You is fraudulent, We can declare that the contract is void.

If there is any further change made to this Certificate, it has to be in writing, approved and signed by Our authorised officer.

5.2 MANAGEMENT OF FUND

Pursuant to the authorization given to Us by You and the rest of the participants, We will manage the PSA in accordance with Shariah and in a manner that preserve the interest of the participants. We have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

5.3 PERIOD OF COVER

The coverage under this Certificate will commence from the Effective Date and end on the Expiry Date provided that it is not terminated in accordance with provisions under 'Termination of this Certificate' clause below. On each Certificate Anniversary, this Certificate is subject to the payment of the Contribution at the rate in effect at that time as notified by Us.

5.4 TREATMENT OF SMALL PAYMENT AMOUNTS

For any amount due and payable to You resulting from a refund/ surrender/ maturity/ termination/ claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), We will donate to charity.

5.5 GEOGRAPHICAL TERRITORY

All benefits provided in this Certificate are applicable worldwide, twenty-four (24) hours a day.

5.6 MISREPRESENTATION/FRAUD

In the event of a misrepresentation by You or the Person Covered where e-CIP has been in force for a period of two (2) years or less, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

- (a) the e-CIP being voided and all claims refused; or
- (b) a variation of terms of the e-CIP; or
- (c) a change in the Contribution amount; or
- (d) any other options that are appropriate based on the misrepresentation.

5.7 MISSTATEMENT OF AGE

If Your age has been understated, the Sum Covered will be adjusted to an amount arrived after multiplying it with the amount of Contribution paid over the Contribution calculated based on Your true age at the Effective Date.

If Your age has been overstated, any difference in the Contribution paid and the Contribution arrived based on Your true age, as determined from the Effective Date up to the date of last Contribution receipt by Us (both dates inclusive), will be refunded without profit to You. Such excess amount of Contribution will be deducted from PSA.

If at the true age, You are not eligible to be covered under this Certificate, his coverage will be treated as void and Our liability will be limited to the refund of Contribution paid without profit.

5.8 MISSTATEMENT OF GENDER

If the Person Covered's gender has been misstated, any difference in the Contribution based on the actual gender of the Person Covered starting from the Effective Date will be paid to Us (in the case of understated Contribution) or refunded without profit to the Person Covered (in the case of overstated Contribution). Accordingly, adjustments will be made in the relevant funds to reflect the revisions in Contribution, allotted surplus and Tabarru'.

5.9 DISTRIBUTION OF SURPLUS

Any surplus arising from the PSA will be kept in the PSA to prepare and provide for any unfavourable claims experience.

5.10 DEFICIENCY & LOSS RECTIFICATION

If the PSA is in deficit, We will provide an interest-free loan to the PSA based on Qard to rectify the deficit.

Any profit arising from the loan will be owned by PSA (pool of participants) and the loan will be repaid when the PSA returns to surplus position. We may waive Our rights to receive the repayment of the loan.

If the PSA is in deficit or suffers loss due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss.

5.11 GRACE PERIOD

You must pay Contribution within thirty (30) days Grace Period from each of the Contribution due dates. Your Contribution will be deducted automatically on a monthly basis from the card account that You have authorised. If the Contribution remains unpaid after the Grace Period, this Certificate will lapse. If any claim arises during the Grace Period, any outstanding Contribution shall be deducted from the claim proceeds before the claim payment is made under this Certificate.

5.12 ALTERATION

We reserve the right to amend the terms and provisions of this Certificate by giving You thirty (30) days advance notice. Such alteration will be applicable from the next Certificate Anniversary immediately following the expiry of the thirty (30) days advance notice.

If an application is required for variation to this Certificate, We must be informed of any change to Your answers or any matter previously disclosed in Your application submitted before this Certificate is varied.

No alteration to this Certificate will be valid unless being approved, endorsed and signed by Our authorised officer.

5.13 INCONTESTABILITY

- 5.13.1 Other than the exclusions set out in Section 4, Section 5.13.2 or any other provisions set out in this Certificate and the e-CIP, the validity of the e-CIP will be indisputable after it has been in force for more than two (2) years from the Effective Date.
- 5.13.2 If the e-CIP has been in force for a period of more than two (2) years from the Effective Date, it will not be voided by Us based on the statement(s) made or which has not been made;
- (a) in the proposal stage; or
 - (b) in a report of a doctor referee, or any other person; or
 - (c) in a document leading to the issuance of the e-CIP that is inaccurate or false or misleading. However, the e-CIP may be voided if We are able to show that the statement was on a material matter or You or the Person Covered has suppressed a Material Fact (set out in Section 5.13.3) and that it was fraudulently made or suppressed by You or the Person Covered.
- 5.13.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by Us, would have led to Our refusal to issue the e-CIP or would have led to the e-CIP to be issued with terms less favourable to You or the Person Covered.

5.14 SURRENDER

You may request to surrender this Certificate by writing to Us to effect the surrender accordingly. You will not be entitled for refund of Contribution and Your coverage will cease on the next Contribution due date.

5.15 REINSTATEMENT

If this Certificate lapses because of non-payment of the Contribution, You may request to reinstate it within one (1) year from the date of lapse with Our approval. We will only cover You for incidents occurring after the Reinstatement Date.

The approval for reinstatement is subject to the receipt by Us of the following:

- (a) An application for reinstatement;
- (b) Any outstanding Contribution amount determined by Us; and
- (c) Evidence of health to Our satisfaction.

The effective date of the reinstatement will be determined by Us.

5.16 EVIDENCE OF HEALTH

Satisfactory evidence of Your health may be required whenever there is any request for increase in the benefits of this Certificate.

If the medical evidence proves to be unsatisfactory, We have the right to make a counter-offer or decline the request.

5.17 CHANGE IN RISK

You shall notify Us of any material change in Your occupation, business, duties or pursuits, and pay any additional contribution that We may require. Such notification will become effective only on the next Certificate Anniversary provided such change in risk has been approved by Us. Where Your occupation had changed to a higher class but such change was not notified Us until a claim is made, We shall be entitled to adjust the claim accordingly.

5.18 NOTICE

Any correspondence, notice, request or instruction required by Us must be in writing whether by written notice or via electronic means.

5.19 CURRENCY OF PAYMENT

All payments under this Certificate will be made in the legal currency of Malaysia.

5.20 LEGAL PROCEEDINGS

No action at law or in equity shall be brought to recover on this Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate . If the Person Covered shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this Certificate, the Person Covered may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Certificate terms and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of Us. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

5.21 TERMINATION OF THIS CERTIFICATE

This certificate shall automatically terminate upon occurrence of any of the following:

- (a) upon surrender of this Certificate by You; or
- (b) upon cancellation of this Certificate by You within the Free-Look Period; or
- (c) upon cancellation of this Certificate by Us; or
- (d) upon non-payment of contribution after the grace period; or
- (e) when there is fraud or misrepresentation of material fact during application; or
- (f) upon death or TPD of the Person Covered; or
- (g) when the certificate matures or expires.

If the termination is due to (b) and (e), We will refund to You the Contribution in full, which is inclusive of the Wakalah Fee.

If the termination is due to (a), (c), (d), (f) and (g), We will not refund to You the Wakalah Fee.

Any Contribution receipt by Us after the termination of this Certificate will not create any liability to Us but We will refund such Contribution to You without profit.

5.22 SANCTIONS EXCLUSION CLAUSE

We shall not be deemed to provide cover nor be liable to pay any claim or any benefit as contained in this Certificate to the extent that the provision of such cover, payment of such claim or such benefit would expose Us to:

- (a) any sanction, prohibition or restriction under United Nations resolutions; or
- (b) the trade or economic sanctions, laws or regulations of the:
 - i) European Union; or
 - ii) United –Kingdom; or
 - iii) United States of America; orany of the states of the above countries; or
- (c) any other locally applicable laws or regulations.

We may terminate this Certificate with immediate effect and shall not thereafter be required to transact any business with You in connection with this Certificate, including but not limited to, making or receiving any payments under this Certificate.

5.23 RIGHT TO TERMINATE DUE TO ANTI-MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

If We discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Certificate immediately. We shall deal with all Contributions paid and all Benefits or sums payable in respect of the Certificate in any manner which We deem appropriate, including but not limited to handing it over to the relevant authorities.

5.24 APPLICABLE LAW

This Certificate, and all rights, obligations and liabilities arising under this Certificate, shall be construed, determined and enforced in accordance with the Laws of Malaysia.

5.25 PERSONAL DATA PROTECTION ACT 2010

You may make inquiries or request for access to or correction of Your Personal Data or limit the processing of Your Personal Data at any time by submitting such inquiry or request to Us via email to csu@takaful-malaysia.com.my. We will retain Your personal information only for as long as necessary to fulfill the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

You have expressly acknowledged and consent to Your Personal Data to be stored, processed and disclosed by Us for the purposes and in accordance with Our Privacy Notice as published on Our website.

5.26 CUSTOMER SERVICE CHARTER

You may visit Our website to know more about Our [Customer Service Charter](#).

CERTIFICATE INFORMATION STATEMENT

1. **FREE-LOOK PERIOD**

If You are not satisfied with the e-CIP for any reason, You may return it to Us within fifteen (15) days from the date of delivery of the e-certificate. We will process the cancellation of Your Certificate and refund to You all Contributions paid, which is inclusive of the Wakalah Fee.

2. **PROOF OF AGE**

Proof of Your age will be required by Us before any benefit is payable under this Certificate unless this information has been previously verified and confirmed by Us to be correct.

3. **NOMINATION**

- (a) You who are also the Participant may nominate any natural person to receive benefits payable upon Your death, either as an executor or as a beneficiary under a conditional Hibah. You may from time to time revoke any such nomination and/or to name another nominee(s) with written notification duly received and registered by Us.
- (b) If You have nominated more than one nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of Your death in equal shares unless otherwise specified by You; and such payment shall be deemed as a valid discharge of Our liability under this Certificate.
- (c) Upon death of any nominee after Your death but prior to any payment of the benefits, We shall pay the benefits to:
 - (i) Your estate if the nominee is an executor; or
 - (ii) the estate of the deceased nominee if the nominee is a beneficiary under conditional Hibah.
- (d) If there is no effective nomination in force upon Your death, the benefits payable may be paid to Your lawful executor or administrator of Your estate. If there is no lawful executor or administrator estate at the time of payment of the benefits, We may pay to a proper claimant up to the maximum amount allowable under the Laws of Malaysia, and the balance, if any, will be paid to the person named as Your lawful executor or administrator estate in accordance with the court order received by Us subsequently.

4. **CHANGE OF ADDRESS**

It is important that You inform Us immediately of any change of Your address so that We can keep him informed of important information. You should also notify Us of any change in the address(es) of the nominee(s) in order to make it easier for payment of claims.

5. **FACILITIES OF PAYING CONTRIBUTION**

You can pay the Contribution by either credit card or debit card, of which the Contribution is only limited to annual mode.

6. CASH SURRENDER

This Certificate will not have any surrender value, but You may surrender it with the coverage ceases on the next Contribution due date. Please consider carefully as You will make a loss of certain benefits should You surrender the e-CIP. Please contact Us immediately if You are approached by someone encouraging to surrender any of the e-CIP.

7. INQUIRIES / COMPLAINTS HANDLING

If You have any inquiry or complaint pertaining to any matter related to Your certificate, You may refer to Our Customer Service Unit (CSU) at:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Keluarga Berhad
26th Floor, Annexe Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
P.O. Box 11483, 50746 Kuala Lumpur.

Tel: 1-300 88 252 385

E-mail: csu@takaful-malaysia.com.my

Website: takaful-malaysia.com.my

8. AVENUE OF CLAIM APPEAL

If You need further clarification or You are not satisfied with Our claim decision, please contact Our Customer Service Unit at 1-300-88-252-385 or email Us at csu@takaful-malaysia.com.my and We will provide Our response accordingly. For appeal cases, We will escalate the same to Our senior management for review and provide Our response once Your appeal has been decided / concluded by Us.

In the event that You are not satisfied with the final decision with regard to Your appeal, You may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM), at the following addresses within six (6) months from Our decision.

Ombudsman for 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

BNM Laman Informasi Nasihat dan Khidmat (LINK)

Ground Floor, Blok D, Bank Negara Malaysia
Jalan Dato' Onn,
50480 Kuala Lumpur.

Tel: 1-300-88-5465 (LINK)

Fax: 03-2174 1515

E-mail: bnmtelelink@bnm.gov.my

CLAIM GUIDELINES AND PROCEDURES

1. NOTICE OF CLAIM

A written notice of claim with particulars sufficient to identify You must be given to Us, within ninety (90) days from the date of occurrence or commencement of the claim. Failure to give such notice within the stated period shall not invalidate the claim if there is a valid reason acceptable to Us that it is not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.

2. PROOF OF CLAIM

Satisfactory proof of the claim together with fully completed claim forms furnished by Us must be submitted to Us within one (1) year from the date of occurrence or commencement of the claim. The list of supporting documents is made available in Our website at takaful-malaysia.com.my.

3. CERTIFICATE, INFORMATION AND EVIDENCE

All certificates, information and evidence as required by Us shall be furnished at Your expense, and in such a form that We may require. In any event, all notices, which We shall require You to give, must be in writing and addressed to Us. You shall, at Our request and expense, submit to Us a medical examination whenever such is deemed necessary.

4. PAYMENT OF CLAIM

Before We make any payment under this Certificate, We shall deduct any amount owed to Us. Such payment, if any, will be payable to You (if living) or to the named nominee according to the terms and conditions of this Certificate. After We have made the payment, Our responsibility will be fully discharged.

5. TERMS AND CONDITIONS

The claimant is responsible to ensure that the claim is for the benefits under this Certificate. Any difference in definition of scope of cover will strictly follow those as stated in this Certificate.

6. CLAIM FORM AND SUPPORTING DOCUMENTS (COPIES MUST BE CERTIFIED)

Critical Illness Claim

- (a) Claim form
- (b) Copy of NRIC/Birth Certificate of Participant
- (c) Medical Report
- (d) Copy of all labs and investigation report
- (e) Original Certificate of Takaful Plan