

**CERTIFICATE FOR
TAKAFUL *myTerm***

You as named in the e-Certificate Information Page (“e-CIP”) have applied to participate in Takaful myTerm managed by Us with the payment of the necessary Contributions. 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 of this Certificate as stated in the e-CIP.
- 1.2 **“WE”, “US” or “OUR”** refers to Syarikat Takaful Malaysia Keluarga Berhad.
- 1.3 **“AGE AT ENTRY”** means the Person Covered’s age next birthday determined from the Effective Date.
- 1.4 **“CERTIFICATE ANNIVERSARY”** means the anniversary of the Effective Date.
- 1.5 **“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.
- 1.6 **“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.
- 1.7 **“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 issued by Us.
- 1.8 **“EFFECTIVE DATE”** means the effective date stated in the e-CIP on which the Person Covered’s coverage under this Certificate has become effective.
- 1.9 **“EXPIRY DATE”** means the expiry date shown in the e-CIP on which the Person Covered’s coverage under this Certificate has ceased accordingly.
- 1.10 **“HIBAH”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration.
- 1.11 **“PARTICIPANT SPECIAL ACCOUNT” or “PSA”** means Your holding account into which the Contribution after the deduction of any fee payable to Us under this Certificate shall be credited. All benefits as specified in this Certificate and the cancellation proceeds shall be payable from this account.

If PSA is insufficient for benefits payment, We will arrange for Qardh. The Qardh will be repaid when PSA returns to surplus position
- 1.12 **“PARTICIPANT” or “PERSON COVERED”** refers to the person who is covered under this Certificate as named in the e-CIP.
- 1.13 **“SUM COVERED”** means the amount of coverage in respect to the benefits provided under the e-CIP.

- 1.14 **"TABARRU"** means a donation for the purpose of which is not commercial and is used to help other participants in times of misfortune for the purpose of solidarity, brotherhood and cooperation among the participants.
- 1.15 **"TAKAFUL"** refers to a mutual assistance scheme for all participants which is based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) on the basis of Tabarru' into a risk fund for providing financial aid and assistance to the person covered, the participant or the beneficiary on the occurrence of pre-defined events.
- 1.16 **"TOTAL AND PERMANENT DISABILITY" or "TPD"** refers to a state of incapacity arising from any one of the following conditions:
- (i) For a gainfully employed Person Covered, a disability caused by injury or disease which totally and permanently prevents the Person Covered from performing his/her normal activities that is, engaging in any business, occupation, profession or performing any work, for wages, compensation or profit. Such disability must continue uninterrupted for a period of six (6) months and verified by Our appointed Medical Practitioner; or
 - (ii) For a non-gainfully employed Person Covered, a disability caused by injury or disease which will require the Person Covered, for the remainder of his/her natural life, to be subjected to constant medical care and attention and to be confined to a home, to a hospital or to a similar institution. Such disability must continue uninterrupted for a period of six (6) months and verified by Our appointed Medical Practitioner; or
 - (iii) Upon occurrence of any of the following to the Person Covered:
 - (a) Total and irrecoverable loss of sight of both eyes; or
 - (b) Total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
 - (c) Total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle.
- For avoidance of doubt, a Person Covered is considered "Gainfully Employed" if he/she is working for others or being self-employed either on full time or part time basis, for wages, compensation or profit. In addition, any Person Covered whose age next birthday on the date of TPD occurrence is below 18 years shall be considered as non-gainfully employed Person Covered.
- 1.17 **"WAKALAH"** refers to a Shariah contract where You appoint Us to carry out transactions on Your behalf to invest and manage the Contribution in the PSA. As a return, You allow Us to deduct 30% of total contribution as Wakalah Fee for the services rendered.

2. DESCRIPTION OF CONTRIBUTION

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 Person Covered. The Contribution payable after deducting Wakalah Fee, if any, will be credited into the PSA as Tabarru', subject to the terms and conditions of this Certificate.

The Contribution rates are not guaranteed. We may revise the Contribution rates in the future in the event of adverse claims experience. The rates revision will apply to all Persons 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 Contribution rates will only apply at the next Certificate Anniversary.

3. BENEFITS

While this Certificate is in force and subject to the terms and conditions, We will pay the following benefits, upon occurrence of the following events during the Coverage Term:

3.1 DEATH

Upon death of the Person Covered, We will pay the Sum Covered as shown in the e-CIP, provided that We receive the notification of death accompanied by the documentary evidence of death.

3.2 TOTAL AND PERMANENT DISABILITY

In the event the Person Covered, suffers TPD prior to the Certificate Anniversary on which he attains the age of sixty-five (65) years next birthday, We will pay the Sum Covered as shown in the e-CIP, provided that We receive satisfactory proof of TPD on the Person Covered.

4. EXCLUSIONS

We will not be liable to pay any benefits under this Certificate due directly or indirectly, wholly or partially, by any one (1) of the following occurrences:

4.1 DEATH

We will not be liable to pay any benefit under this Certificate for death of the Person Covered due to suicide, while sane or insane, within the first (1) year from the Effective Date or any Reinstatement Date, whichever is later.

4.2 TOTAL AND PERMANENT DISABILITY

We will not be liable to pay any benefits under this Certificate for TPD for the Person Covered which has existed on the Effective Date or Reinstatement Date, whichever is the later, or which is resulting directly or indirectly from any of the following causes:

- Attempted suicide or self-inflicted injuries, while sane or insane;
- Aviation, gliding or any other form of aerial flight other than as a pilot, cabin crew or fare paying passenger of a recognized airline or charter service; or
- War (whether war be declared or not), revolution or any warlike operation; or
- Any violation of law by the Person Covered or any assault or felony as committed, attempted or provoked by him; or
- Acquired Immunodeficiency Syndrome (AIDS), infection by Human Immunodeficiency Virus (HIV) or related conditions.

5. GENERAL PROVISIONS

5.1 THE CONTRACT

This Certificate, 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 the Person Covered and Us. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by You or the Person Covered 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 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.

5.3 GEOGRAPHICAL TERRITORY

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

5.4 MISREPRESENTATION/FRAUD

This Certificate will be void if information provided in Your proposal or declaration is untrue in any respect or if any material fact affecting the risk be incorrectly stated or omitted, or if the coverage will have been accepted through any misstatement, misrepresentation or suppression, or any fraudulent or exaggerated claim, or any false declaration or statement been made.

5.5 MISSTATEMENT OF AGE

If the Person Covered's 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 the Person Covered's true age at the Effective Date.

If the age of the Person Covered has been overstated, any difference in the Contribution paid and the Contribution arrived based on the Person Covered's 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, the Person Covered is 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.

5.6 MISREPRESENTATION/FRAUD

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 and Tabarru'.

5.7 INVESTMENT AND DISTRIBUTION OF SURPLUS UNDER PSA

We will invest and manage PSA in accordance with the Shariah.

Any surplus arising from PSA will not be distributed to any party. Such surplus shall first be applied to settle any Qardh owing to Us and the balance, if any, shall be kept in PSA to protect against any unfavorable claim experience.

5.8 GRACE PERIOD

You must pay Contribution within thirty (30) days Grace Period from each of the Contribution due dates. If the Contribution remains unpaid after the Grace Period, this Certificate will lapse.

5.9 ALTERATION

We reserve the right to amend the terms and provisions of this Certificate by giving You ninety (90) days advance notice. Such alteration will be applicable from the next Certificate Anniversary immediately following the expiry of the ninety (90) 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.

5.10 CANCELLATION

You may request to cancel this Certificate by writing to Us to effect the cancellation accordingly. You will not be entitled for refund of Contribution and Your coverage will cease on the last day of the Certificate Year of which the Contribution has been made.

5.11 REINSTATEMENT

If this Certificate lapses because of non-payment of the Contribution, You may request to reinstate it within six (6) months from the date of lapse with Our approval. We will only cover the Person Covered for incidents occurring after the Reinstatement Date.

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

- (a) A written application for reinstatement;
- (b) Any outstanding Contribution amount determined by Us; and
- (c) Produce evidence of insurability to Our satisfaction.

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

5.12 CURRENCY OF PAYMENT

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

5.13 LEGAL PROCEEDINGS

You or the Person Covered cannot bring up a legal action before the expiry of sixty (60) days after written proof of loss has been provided in accordance with the requirements of this Certificate. If You fail to supply the necessary proof of loss within a grace period of one (1) year from the date the written proof of loss is to be provided, You may submit the proof of loss to Us with convincing reasons for failing to comply with the terms and conditions of this Certificate. The acceptance of such proof of loss will be at Our discretion. We will not accept any written proof of loss after the expiry of the grace period.

5.14 **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this Certificate, or the breach, termination or invalidity of it, will be decided by Arbitration in accordance with the Rules of Arbitration of the Kuala Lumpur Regional Centre for Arbitration. The making of an award shall be conditioned precedent to any right of action against Us. If We disclaim liability to any claim arising under this Certificate and such claim is not within twelve (12) calendar months from the date of such disclaimer referred to Arbitration, then the claim shall for all purposes be deemed to have been abandoned and shall no longer be recoverable under this provision.

5.15 **TERMINATION OF THIS CERTIFICATE**

The coverage under this Certificate will terminate automatically when one (1) of the following events occurs:

- (a) upon cancellation or surrender of this Certificate; or
- (b) upon death or TPD of the Person Covered; or
- (c) on the Expiry Date; or
- (d) upon non-payment of contribution after the grace period; or
- (e) when there is fraud or misrepresentation of material fact during application.

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.

5.16 **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 to the above countries; or
- (c) any other locally applicable laws or regulations.

5.17 **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.

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 in Our website.

CERTIFICATE INFORMATION STATEMENT FOR TAKAFUL *myTERM*

1. FREE LOOK PERIOD

If the Person Covered is not satisfied with the e-CIP for any reason, the Person Covered may write to Us within fifteen (15) days from the date of receipt of the e-CIP with Your approval of such request. We will cancel the coverage of the Person Covered and refund to the Person Covered Single Contribution paid less any expense incurred for medical examination in relation to the issuance of the coverage in the e-CIP.

2. PROOF OF AGE

Proof of age of the Person Covered 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) The Person Covered who is sixteen (16) years and above may nominate any natural person to receive benefits payable in the event of his death, either as an executor or as a beneficiary under a conditional Hibah. Such nomination shall be witnessed by a person other than the nominee himself and who is of sound mind and has attained the age of eighteen (18) years.
- (b) The Person Covered 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.
- (c) If the Person Covered has nominated more than one nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of the Person Covered's death in equal shares unless otherwise specified by the Person Covered; and such payment shall be deemed as a valid discharge of Our liability with respect to the Person Covered under this Certificate.
- (d) Upon death of any nominee after the Person Covered's death but prior to any payment of the benefits, We shall pay the benefits to:
 - (i) the estate of the Person Covered if the nominee is an executor; or
 - (i) the estate of the deceased nominee if the nominee is a beneficiary under conditional Hibah.
- (e) If there is no effective nomination in force upon death of the Person Covered, the benefits payable may be paid to the lawful executor or administrator of the Person Covered's estate. If there is no lawful executor or administrator of the Person Covered's 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 the lawful executor or administrator of the Person Covered's 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 address of the Person Covered so that We can keep him informed of important information. You or the Person Covered 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 the Person Covered may surrender it with the coverage ceases on the last day of the Certificate Year of which the Contribution has been made. Please consider carefully as You or the Person Covered will make a loss of certain benefits should You or the Person Covered surrender the e-CIP. Please contact Us immediately if You or the Person Covered 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,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
P.O. Box 11483,
50746 Kuala Lumpur.

Tel: 1-300 88 252 385

Fax: 603 - 2274 0237

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 to 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 the Person Covered 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.

3. CERTIFICATE, INFORMATION AND EVIDENCE

All certificates, information and evidence as required by Us shall be furnished at Your or the Person Covered's expense, and in such a form that We may require. In any event, all notices, which We shall require You or the Person Covered to give, must be in writing and addressed to Us. A Person Covered 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/ the Person Covered (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)

Death Claim

- (a) Claim form
- (b) Copy of death certificate
- (c) Copy of burial permit (If death certificate is not available at all)
- (d) Copy of identity card of deceased
- (e) Copy of identity card of claimant or nominee
- (f) Police report if death is due to accidental cause
- (g) Medical report (optional unless requested by Us)

Total and Permanent Disability Claim

- (a) Claim form
- (b) Copy of identity card of claimant
- (c) Copy of termination letter from the employer (optional unless requested by Us)
- (d) Medical Board Panel Report
- (e) Police report if disability is due to accidental cause
- (f) Medical Report from the attending specialist doctor