

CERTIFICATE FOR

Takaful *myMabrur*

[This page is intentionally left blank]

Takaful does not cover You against everything that can happen.

*Please **read Your Certificate** carefully to make sure You understand what it covers, the terms and conditions applicable and make sure You are satisfied with this Takaful.*

You as named in the **Schedule** agree to participate in Takaful myMabrur and pay a portion of the **Contribution** into the **General Takaful Fund ("GTF")** based on **Tabarru'**.

You authorise **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

The **Participant** agrees that any distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participants based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as a performance incentive based on **Ju'alah**. If the **GTF** is in deficit, an interest-free loan will be provided by **Us** to the **GTF** based on **Qard**.

This **Certificate** is issued in consideration of the payment of a portion of the **Contribution** as specified in the **Schedule** and/or the **Endorsement** issued by **Us** and shall take effect within the dates stated under the **Period of Takaful**. This **Certificate** reflects the terms and conditions of the contract of **Takaful** as agreed between **You/the Person Covered** and **Us**.

This **Certificate**, **Schedule** and any **Endorsement** shall be read together to reflect the terms and conditions of the contract of **Takaful** as agreed between the **You/the Person Covered** and **Us**.

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM's Takaful and Insurance Benefits Protection System (**TIPS**) Brochure or contact Takaful Malaysia or PIDM (visit www.pidm.gov.my/en).

PART A: 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. **"Accident"** means 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**.
2. **"Act of Terrorism"** means an act, including but not limited to the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization or government(s) which is committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. **"Airlines"** means the licensed operator of an aircraft operating only between established and recognised commercial airports for fare paying passengers and which has schedule, fixed and established routes only.
4. **"Alternative Medical Treatment"** means medical treatment by registered traditional medicine practitioner, osteopath, physiotherapist and/or chiropractor excluding **You/the Person Covered**.

5. **"Bodily Injury"** means bodily injury caused solely and directly by an **Accident**, occurring whilst the coverage of the **Person Covered** under this **Certificate** is in force. This is extended to cover bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, naturally occurring condition or degenerative process.
6. **"Certificate"** means **Your Takaful** contract which consists of this **Certificate** Wording, **Schedule**, any **Endorsement** and any amendment to it, issued by **Us**.
7. **"Child/Children"** means **Your** unemployed and unmarried child or children aged between thirty (30) days and eighteen (18) years (both ages inclusive) or up to twenty-three (23) years, if he/she is studying full-time in a recognized institution of higher learning.
8. **"Common Carrier"** means any land, water or air conveyance operated under a license for the transportation of fare paying passengers and which has fixed and established routes only. It does not include taxis, helicopters and limousine services.
9. **"Contribution"** refers to the amount payable as stated in the **Schedule** or in any subsequent **Endorsement** issued by **Us**.
10. **"COVID-19"** refers to the coronavirus disease which is an infectious disease caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) as defined by the World Health Organization (WHO).
11. **"Curtailement"** means abandonment of the planned **Trip** as shown on the booking invoice or cutting down on the duration of the **Trip** to return to Malaysia.
12. **"Damage"** means harm to property, resulting in **Loss** of value or the impairment of its usefulness.
13. **"Effective Date"** refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under the **Certificate** has become effective as stated in the **Schedule**.
14. **"Endorsement"** refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to the **Certificate**.
15. **"Expiry Date"** refers to the last day on which coverage of the **Person Covered** under the **Certificate** will cease as stated in the **Schedule**.
16. **"Family"** means **You, Your** legal spouse and **Your** legal **Child/Children** up to a maximum of five (5) **Children** as named in the **Schedule** issued by **Us**. If **You** opted to cover **Your Family** under **Your Schedule**, a **Family** limit shall apply as stated in the Schedule of Benefits.
17. **"Fully Vaccinated"** refers to the **Person Covered's** complete doses of the **COVID-19** vaccine(s) as recommended, prescribed and approved by the Ministry of Health, Malaysia (MOH) or World Health Organisation (WHO) on the date **You** applied for this **Certificate**.
18. **"General Takaful Fund"** or **"GTF"** refers to a fund established to pool a 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.

19. **"Golf Equipment"** means golf clubs used to hit a golf ball in a game of golf.
20. **"Hibah"** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**. The Nominee may receive the benefit payable under this **Certificate** if the **Nominee** is a beneficiary under conditional **Hibah**.
21. **"Home"** means **Your** usual place of residence in Malaysia throughout the **Period of Takaful**.
22. **"Home Contents"** means household furniture and furnishing, clothing and personal effects belonging to the **Person Covered** or to the **Person Covered's Family** or domestic servants permanently residing with the **Person Covered** and fixtures and fittings that the **Person Covered** owns (or for which the **Person Covered** is responsible) not being landlord's fixtures and fittings excluding jewellery, gem stones, deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash or currency notes.
23. **"Hospital"** means only an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured person as paying bed-patients, and which:
 - a) has facilities for diagnosis and major surgery;
 - b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
 - c) is under the supervision of a physician; and
 - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.
24. **"Illness"** means a physical condition marked by a pathological deviation from the normal healthy state manifesting itself and shall exclude any **Pre-Existing Conditions**.
25. **"Immediate Family Member"** means **Your Family**, parent, parent-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.
26. **"In-Patient"** means necessarily and continuously confined to a **Hospital**, under the care of a **Medical Practitioner** for more than twenty-four (24) hours, confinement being certified as necessary by the attending **Medical Practitioner**.
27. **"Insolvency"** means the inability of an individual or entity to pay its debts when they are due and resulting in the total cessation with or without the filing of a bankruptcy/winding up petition.
28. **"Ju'alah"** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for **Our** achievement in managing the **GTF** which results in the surplus.
29. **"Loss"** means any unrecoverable and unanticipated and non-recurring removal of, or decrease in, the **Person Covered's** property or belonging sustained by the **Person Covered**.
30. **"Loss of Use"** means permanent total loss of use for a period of six (6) months and beyond any hope of recovery as verified by a **Medical Practitioner** or permanent total loss by psychical severance as verified by a **Medical Practitioner**.

31. **"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 excluding the **Person Covered** and his **Immediate Family Member** or relatives.
32. **"Mountain Sickness"** also known as Acute Mountain Sickness (AMS), altitude **Illness**, hypobaropathy, or soroche, is a pathological effect of high altitude on humans, caused by acute exposure to low partial pressure of oxygen at high altitude.
33. **"Nominee"** means the person(s) that the **Person Covered** has nominated to receive the **Takaful** benefit payable under this **Certificate** upon the **Person Covered's** death. The nomination must be registered with **Us**.
34. **"Overseas Travel"** means travel outside of Malaysia for leisure or business purpose to **Region of Travel** selected by **You** or the **Person Covered**.
35. **"Participant"** means the individual to whom or the business entity/company to which the **Schedule** is issued to. For avoidance of doubt, a **Participant** may also be a **Person Covered**.
36. **"Period of Takaful"** means the coverage period from the **Effective Date** until the **Expiry Date** (both dates inclusive).
37. **"Personal Money"** means bank and currency notes, cash or cash equivalents, cheque, postal and money orders or travellers cheques held for personal purposes.
38. **"Person Covered"** means person(s) eligible for the cover as named in the **Schedule** issued by **Us**. The **Person Covered** must be:
- a) a Malaysian citizen;
 - b) a permanent resident of Malaysia;
 - c) a Muslim with valid Hajj/Umrh visa;
 - d) a holder of Malaysian employment pass and/or work permit throughout the **Period of Takaful**; and
 - e) age between thirty (30) days until eighty (80) years.
39. **"Plan"** refers to type of plans selected and stated in the **Schedule** issued by **Us**:
- a) **Individual Plan** means a plan for the **Person Covered** named in the **Schedule** and any **Endorsement** and who is aged between thirty (30) days until eighty (80) years;
 - b) **Family Plan** means a plan which covers **You, Your Spouse** and **Your Child/Children**, who are named as **Person Covered** in the **Schedule** and any **Endorsement**; or
 - c) **Single Trip Plan** covers one **Trip** (two-ways), subject to a maximum period of fifty-nine (59) days.
40. **"Pre-Existing Conditions"** means conditions that the **Person Covered** has reasonable knowledge prior to the Effective Date of the **Certificate**. A **Person Covered** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one (1) 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.

41. **"Property Irregularity Report"** refers to a report issued by a baggage tracing agent or **Common Carrier** following a delay, loss, missing items or any damage caused to the checked-in baggage (including the personal effects inside the baggage) with the said **Common Carrier**.
42. **"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 **GTF** without interest if the **GTF** is in deficit.
43. **"Region of Travel"** means either one of the following:
 - a) Region 2: Worldwide excluding Malaysia, USA, Canada and sanctioned countries*;
**Sanctioned countries: Afghanistan, Belarus, Cuba, Iran, North Korea, Russia, Syria, Ukraine, and Venezuela.*
44. **"Schedule"** means a document **We** issue to **You** after **You** have applied **Your** coverage with **Us**. It shall be read together with the terms and conditions in **Your Certificate**.
45. **"Serious Injury"** or **"Serious Illness"** whenever applied to the **Person Covered**, is one which requires treatment by a **Medical Practitioner** in a **Hospital** and which results in the **Person Covered** being certified by that **Medical Practitioner** as unfit to travel or continue with the **Person Covered's Trip**. When applied to the **Person Covered's Immediate Family Member**, it shall mean **Bodily Injury** or **Illness** certified as being dangerous to life by a **Medical Practitioner** and which results in discontinuation or cancellation of the **Person Covered's Trip**.
46. **"Sum Covered"** in respect of each **Plan** means the sum as specified in the Schedule of Benefits which is the maximum amount **We** will pay in the event of claim(s).
47. **"Tabarru'"** means donation for charitable purposes. Under this **Certificate, You** donate a portion of the **Contribution** to the **GTF** based on **Tabarru'** to help other participants. **Tabarru'** takes into effect when **You** contribute to the **GTF**.
48. **"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 **Participant, Person Covered** or the beneficiary on the occurrence of pre-defined events.
49. **"Total Permanent Disablement"** refers to a state of incapacity arising from a disability caused by **Bodily Injury** which totally and permanently prevents the **Person Covered** from performing his 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 beyond any hope of recovery as verified by a **Medical Practitioner**.
50. **"Travel Agency"** means a **Travel Agency** duly licensed and registered in Malaysia with the relevant authorities.
51. **"Trip"** means a journey from **Your Home** to the **Region of Travel** which shall include a journey **You** return to **Your Home**.
 - a) **For Overseas Travel**
The journey commencing from the time the **Person Covered** leaves his **Home** for a direct journey to the place of embarkation in Malaysia to commence travel for Hajj/Umrah; such

time must not be more than six (6) hours before the time scheduled for departure from Malaysia and terminate on whichever of the following occurs first;

- (i) six (6) hours after scheduled arrival time at the final destination in Malaysia;
- (ii) upon death of the **Person Covered**;
- (iii) upon expiry of the **Period of Takaful** as stated in the **Schedule** at 23:59 pm Malaysia time; or
- (iv) upon the **Person Covered**'s return to his **Home** in Malaysia.

52. **“Wakalah”** refers to a contract where a party, as principal authorises 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** authorise **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.
53. **“We/Our/Us or Takaful Malaysia”** means Syarikat Takaful Malaysia Am Berhad [Registration No. 201701032316 (1246486-D)].
54. **“You/Your”** means the **Participant** as named in the Schedule and to whom **Your Certificate** is issue for. For avoidance of doubt, a **Participant** may also be a **Person Covered**.

[This section is intentionally left blank]

PART B: BENEFITS

We agree to cover the **Person Covered** against any **Bodily Injury, Illness, Accident, Loss** and/or **Damage** (where applicable) while on a **Trip** up to the **Sum Covered** in accordance with the terms, conditions, exclusions and limitations contained herein. The amount of benefits stated in the Schedule of Benefits below is determined by the **Plan** that **You** have selected and stated in **Your Schedule**.

All benefits specified below will be payable from the **GTF**.

Section	Schedule of Benefits / Plan	Limit per	Sum Covered (RM)		
			Bronze	Silver	Gold
1	Personal Accident Benefits				
A	Accidental Death or Permanent Disablement				
	▪ Up to 70 years	Individual	100,000	300,000	500,000
	▪ 71 – 80 years	Individual	50,000	150,000	250,000
	▪ Per Child	Individual	25,000	75,000	100,000
	▪ Per Family ¹	Family	300,000	900,000	1,500,000
B	Child Education Fund	Event	Nil	5,000	10,000
2	Medical and Other Related Benefits				
A	Medical Expenses				
	▪ Up to 70 years	Individual	100,000	300,000	500,000
	▪ 71 – 80 years	Individual	50,000	150,000	250,000
	▪ Per Family ¹	Family	300,000	900,000	1,500,000
B	Follow-up Treatment in Malaysia ²				
	▪ Up to 70 years	Individual	10,000	20,000	30,000
	▪ 71 – 80 years	Individual	5,000	10,000	15,000
	▪ Per Family ¹	Family	30,000	60,000	90,000
C	Compassionate Visitation Benefit ²	Individual Family	5,000 15,000	7,500 22,500	10,000 30,000
D	Child Guard Benefit ²	Event	5,000	7,500	10,000
E	Alternative Medical Treatment ²	Individual Family	Nil	500 1,500	1,000 3,000
F	Hospital Allowance ²	Day	150	250	350
		Individual	3,000	5,000	10,500
		Family	9,000	15,000	31,500
3	Emergency Medical Evacuation & Repatriation Benefits ³				
A	Funeral Expenses in Malaysia	Individual Family	2,500 7,500	5,000 15,000	7,500 22,500
B	Medical Evacuation	Individual Family	Unlimited	Unlimited	Unlimited
C	Medically Supervised Repatriation				

D	Repatriation of Mortal Remains	Individual Family			
4	Travel Inconvenience & Other Related Benefits				
A	Damage or Loss of Baggage and Personal Effects (<i>up to RM500 per article</i>)	Individual Family	2,500 7,500	5,000 15,000	7,500 22,500
B	Loss of Travel Documents	Individual Family	2,500 7,500	5,000 15,000	7,500 22,500
C	Loss of Personal Money	Individual Family	500 1,500	1,000 3,000	1,500 4,500
D	Baggage Delay (<i>RM200 for every 6-hours delay</i>)	Individual Family	400 1,200	800 2,400	1,200 3,600
E	Travel Delay (<i>RM200 for every 6-hours delay</i>)	Individual Family	1,000 3,000	2,000 6,000	3,000 9,000
F	Travel Cancellation	Individual Family	5,000 15,000	15,000 45,000	25,000 75,000
G	Travel Curtailment	Individual Family	5,000 15,000	15,000 45,000	25,000 75,000
H	Travel Misconnection (<i>at least 6-hours delay</i>)	Individual Family	400 1,200	500 1,500	600 1,800
I	Missed Departure	Individual Family	Nil	1,000 3,000	2,000 6,000
J	Travel Overbooked (<i>RM200 for every 6-hours delay</i>)	Individual Family	Nil	2,000 6,000	3,000 9,000
K	Loss of Deposit/Full Payment due to Insolvency of Travel Agency or Airlines	Individual Family	Nil	3,000 9,000	5,000 15,000
L	Golf Equipment Cover (<i>up to RM500 per golf club</i>)	Event	Nil	2,000	5,000
M	Loss of Credit Card	Individual Family	Nil	2,000 6,000	5,000 15,000
N	Rental Car Excess Cover	Event	Nil	500	1,000
O	Home Protection	Event	1,000	3,000	5,000
P	Personal Liability	Individual Family	250,000 750,000	500,000 1,500,000	1,000,000 3,000,000
Q	Travel Assistance Services	Event	Included	Included	Included
5	COVID-19 Coverage (optional)				
A	Travel Cancellation due to COVID-19	Individual Family	5,000 15,000	5,000 15,000	5,000 15,000
B	Travel Disruption due to COVID-19	Individual Family	5,000 15,000	5,000 15,000	5,000 15,000
C	Overseas Medical Expenses due to COVID-19				
	▪ Up to 70 years	Individual	200,000	200,000	200,000
	▪ 71 – 80 years	Individual	100,000	100,000	100,000
	▪ Per Family ¹	Family	600,000	600,000	600,000

D	Medical Evacuation and Repatriation due to COVID-19	Individual Family	100,000 300,000	100,000 300,000	100,000 300,000
E	Repatriation of Mortal Remains due to COVID-19	Individual Family	100,000 300,000	100,000 300,000	100,000 300,000

Notes:

1. The **Sum Covered** for **Person Covered** whose age is between 71 – 80 years old is fifty percent (50%) from the **Sum Covered** of those age ≤ 70 years old.
2. Total amount payable under Section 2 is subject to maximum **Sum Covered** under Section 2A – Medical Expenses.
3. Please contact **Our** authorised service provider twenty-four (24) hours hotline number at **+603-7628 3905** for emergency medical assistance.
4. All benefits under Sections 1 to 4 are automatically covered and provided under the basic cover of the **Plan** while the **COVID-19 Coverage** under Section 5 only applies if it is included in **Your Schedule** upon **Your** request, subject to additional **Contribution**.
5. The aggregate amount payable under this **Certificate** in respect of accidental death or permanent disablement or other covered event(s) for any one **Person Covered** is Ringgit Malaysia Five Million (RM5,000,000).

SECTION 1 – PERSONAL ACCIDENT BENEFITS

SECTION 1A – Accidental Death or Permanent Disablement

If the **Person Covered** involved in an **Accident** while on a **Trip** which results in death or permanent disablement, **We** will pay based on the percentage that corresponds to the conditions stated in the table below:

SECTION 1A – ACCIDENTAL DEATH OR PERMANENT DISABLEMENT	PERCENTAGE (%) OF SUM COVERED
Accidental Death	100%
Total Permanent Disablement	100%
Permanent loss of two (2) or more limbs	100%
Permanent loss of sight in both eyes	100%
Permanent loss of one (1) limb	50%
Permanent loss of sight in one (1) eye	50%
Permanent loss of hearing of both ears and loss of speech	100%
Permanent loss of hearing of both ears	75%
Permanent loss of hearing of one (1) ear	25%
Permanent loss of speech	50%

Provided that:

- a) such death or permanent disablement occurs within twelve (12) months from the date of the **Accident**; and
- b) the maximum amount of all benefits payable under Section 1 of Part B for one or more injuries sustained by the **Person Covered** during the **Period of Takaful** shall not exceed the **Sum Covered** stated in the Schedule of Benefits.

Loss of any limb(s) means loss by physical severance or total **Loss of Use** of a hand at or above the wrist or of a foot at or above the ankle as a result of an **Accident**.

Loss of sight means total blindness and irrecoverable loss of sight without perception of light as a result of an **Accident**.

Loss of hearing means total, permanent and irrecoverable loss of hearing as a result of **Accident** to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in one or 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.

Loss of speech means permanent, total and irrecoverable loss of speech due to an **Accident** resulting in the inability to articulate any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

SECTION 1B – Child Education Fund

We will pay an additional lump sum amount as stated in the Schedule of Benefits for the surviving **Child/Children** if the **Person Covered**, at the date of the **Accident**, has any surviving **Child/Children** provided that a valid claim is also payable to the **Person Covered** under Section 1A - Accidental Death Part B.

[This section is intentionally left blank]

SECTION 2 – MEDICAL AND OTHER EXPENSES BENEFITS

We will reimburse up to the **Sum Covered** as stated in the Schedule of Benefits for the necessary expenses or benefit which incurred within **Period of Takaful** resulting from **Bodily Injury** or **Illness** during **Your Trip**.

SECTION 2A – MEDICAL EXPENSES

We will reimburse the expenses for the necessary medical, surgical and/or **Hospital** treatment expenses (including cost of emergency dental treatment for the alleviation of sudden pain but excluding dentures and crowns) incurred as a direct result of **Bodily Injury** or **Illness** sustained by the **Person Covered** while on a **Trip**.

If the **Person Covered** is entitled to a reimbursement of all or part of the medical expenses from any other source, **We** will only pay the balance of expenses that is not reimbursed, subject to the applicable limits under this Section 2 of Part B.

SECTION 2B – FOLLOW-UP TREATMENT IN MALAYSIA

We will reimburse the expenses incurred for the necessary follow-up medical, surgery and/or **Hospital** treatment expenses (including the cost of a private ambulance or professional home nursing fees) incurred by the **Person Covered** in Malaysia for a maximum period of ninety (90) days after the initial treatment from the attending **Medical Practitioner** in overseas, provided such expenses are resulted from a **Bodily Injury** or **Illness** sustained by the **Person Covered** which occurred during his **Trip**.

Where initial treatment for **Bodily Injury** or **Illness** was not sought overseas, the reimbursement is limited to outpatient treatment up to a maximum of Ringgit Malaysia Five Hundred (RM500) incurred within twenty-four (24) hours after the **Person Covered**'s arrival in Malaysia.

SECTION 2C – COMPASSIONATE VISITATION BENEFIT

We will reimburse any one of the following additional travel and accommodation expenses incurred by one person for:

1. taking care of the **Person Covered** while he is admitted as an **In-Patient** in an overseas **Hospital** for more than three (3) consecutive days and upon medical advice from the **Medical Practitioner**; or
2. assisting with repatriation and burial or cremation upon death of the **Person Covered**, provided no adult member is present with the **Person Covered** during the **Trip**.

Only one claim is payable under either Section 2C (1) or Section 2C (2) of Part B for any one **Trip**.

SECTION 2D – CHILD GUARD BENEFIT

We will reimburse the additional travel and accommodation expenses incurred by one person required to accompany and take care of the **Person Covered**'s **Child/Children** (as a result of the **Person Covered**'s hospitalisation) while in overseas and return to Malaysia.

SECTION 2E – ALTERNATIVE MEDICAL TREATMENT

We will reimburse expenses incurred for the necessary **Alternative Medical Treatment** if the **Person Covered** suffers **Bodily Injury** or **Illness** while on a **Trip** provided that treatment for such **Bodily Injury** or **Illness** is, in the first instance, sought from a **Medical Practitioner**. The claim must be accompanied with an original official payment receipt.

SECTION 2F – HOSPITAL ALLOWANCE

We will pay a daily cash benefit for each continuous and complete twenty-four (24) hours the **Person Covered** is admitted to a **Hospital** as an **In-Patient** as a result of **Bodily Injury** or **Illness** sustained by the **Person Covered** on the recommendation of the attending **Medical Practitioner** while on a **Trip**, up to the maximum amount specified in the Schedule of Benefits provided a valid claim is payable under Section 2A of Part B.

The total amount payable pursuant to Section 2 of Part B shall not exceed the **Sum Covered** stipulated under Section 2A of Part B.

**SECTION 3 – EMERGENCY MEDICAL EVACUATION & REPATRIATION
BENEFITS****SECTION 3A – FUNERAL EXPENSES IN MALAYSIA**

In the event of death due to **Bodily Injury** or **Illness** of the **Person Covered** while on a **Trip**, We will reimburse the reasonable expenses for burial or cremation in Malaysia up to the maximum amount specified in the Schedule of Benefits.

SECTION 3B - MEDICAL EVACUATION

When the **Person Covered** suffers **Bodily Injury** or **Illness** while on a **Trip** and if in the opinion of **Our** authorised service provider, it is judged as medically appropriate and necessary to move the **Person Covered** who has a critical medical condition to the nearest **Hospital** where appropriate care and facilities are available, **Our** authorised service provider will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the **Person Covered's** condition.

The means of evacuation arranged by **Our** authorised service provider may include air ambulance, surface ambulance, regular air transportation and the final destination will be made by **Our** authorised service provider and will be based solely on medical necessity.

We will pay the necessary expenses for such evacuation to **Our** authorised service provider directly. Such expenses shall include expenses incurred for the **Person Covered's** transportation, medical services and medical supplies necessarily incurred as a result of the emergency medical evacuation.

SECTION 3C – MEDICALLY SUPERVISED REPATRIATION

After the consultation with the local attending **Medical Practitioner**, if it is medically necessary for the **Person Covered** to be repatriated to Malaysia to continue treatment following stabilisation of the **Person Covered**, **Our** authorised service provider will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by **Our** authorised service provider, and will be based solely upon medical necessity and all assessed facts and circumstances of which **Our** authorised service provider is aware at the relevant time.

We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost of one qualified medical attendant accompanying the **Person Covered** to **Our** authorised service provider directly.

SECTION 3D – REPATRIATION OF MORTAL REMAINS

In the event of death due to **Bodily Injury** or **Illness** of the **Person Covered** while on a **Trip**, **Our** authorised service provider will make the necessary arrangement for transporting the **Person Covered**'s mortal remains or ashes back to Malaysia or to the **Person Covered**'s home country.

We will also pay the reasonable expenses for burial or cremation incurred in overseas to **Our** authorised service provider directly in the event the **Person Covered**'s mortal remains or ashes is not repatriated back to Malaysia or to the **Person Covered**'s home country.

All arrangements under this Section must be approved and arranged through **Our** authorised service provider unless the arrangements through **Our** authorised service provider were not possible in the circumstances due to reasons beyond the **Person Covered**'s control and deemed reasonable by **Us**.

CONDITIONS APPLICABLE TO SECTIONS 3B, 3C AND 3D

In the event of emergency which require such evacuation or repatriation under Sections 3B, 3C or 3D of Part B, please contact **Our** authorised service provider twenty-four (24) hours hotline number at **+603 -7628 3905** and provide the following information:

- a. the **Person Covered**'s full name, MyKad/passport/employment pass/working permit number and travelling dates;
- b. the name of the place and telephone number where **Our** authorised service provider can reach the **Person Covered** or the **Person Covered**'s representative; and
- c. a brief description of the emergency and the nature of assistance required.

Any call charges to **Our** twenty-four (24) hours hotline number for medical evacuation or repatriation services will be reimbursed when the **Person Covered** submit the itemised bill to **Us** within ninety (90) days from the claim event date.

EXCLUSIONS APPLICABLE TO SECTIONS 2 AND 3

We will not pay for claims in respect of:

1. medical, surgery or **Hospital** treatment, which in the opinion of the attending **Medical Practitioner**, can be reasonably delayed until the **Person Covered** returns to Malaysia (except as specifically provided for in Section 2B of Part B);
2. the additional cost of single or private room accommodation at a **Hospital**, clinic or nursing home, except, where the attending **Medical Practitioner** deems it necessary for the **Person Covered** to occupy such accommodation;
3. emergency medical evacuation and repatriation not approved and arranged by **Our** authorised service provider; and/or
4. emergency medical evacuation and repatriation due to any form of **Mountain Sickness**.

[This section is intentionally left blank]

SECTION 4 – TRAVEL INCONVENIENCE AND OTHER RELATED BENEFITS**SECTION 4A - DAMAGE OR LOSS OF BAGGAGE AND PERSONAL EFFECTS**

If the **Person Covered**'s baggage and/or personal effects are lost or damaged while on a **Trip**, **We**, at **Our** sole discretion, will either:

1. reimburse for the purchase cost of the lost item subject to the submission of an original purchase receipt of the lost item;
 2. if the **Person Covered** fail to submit an original purchase original receipt as mentioned under item 1 above, reimbursement will be based on the depreciation value assessed by **Us** and solely at **Our** discretion; or
 3. reimburse the repair cost of the damaged item;
- up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- a. for **Loss** or **Damage** due to **Common Carrier**'s negligence, the baggage must be checked-in with the **Common Carrier** and a copy of **Property Irregularity Report** must be submitted to **Us** to substantiate the claim;
- b. for **Loss** of jewellery, the jewellery must be worn by the **Person Covered** at the time of **Loss** and taken by force;
- c. for **Loss** of watches, furs, electronic items including but not limited to hand-held mobile telephone, cameras (including digital), video cameras, binoculars, computers and computer related products, such item(s) must be carried by the **Person Covered** at the time of **Loss**;
- d. for **Loss** occurring in a hotel room, including the items listed in (c) above, there must be a physical evidence of breaking in the hotel room; and/or
- e. for **Loss** or **Damage** due to fire, theft, robbery or burglary during the **Trip**, a report must be lodged at the nearest police station where the incident took place within twenty-four (24) hours after the incident and a copy thereof must be obtained from the police to substantiate the claim.

For **Loss** or **Damage** due to the **Common Carrier** or hotel, the claim should be made against the **Common Carrier** or hotel first prior to **Us** making any payment under this Section 4A. Such claims must be submitted with proof of compensation received from the **Common Carrier** or hotel or if such compensation is denied, proof of such denial.

We shall NOT be liable for more than Ringgit Malaysia Five Hundred (RM500) in respect of any one article or pair or set of articles.

EXCLUSIONS APPLICABLE TO SECTION 4A

We will not pay for claim(s) in respect of:

1. **Loss** of travel documents, **Personal Money**, financial securities or instrument of any kind;
2. **Loss** or **Damage** of antiques, artifacts, paintings, objects of art or any object with intrinsic value;
3. **Loss** or **Damage** to stamps, documents, contact or corneal lenses, dentures, glass, marble, earthenware, tortoise shell, bulbs, valves, or fragile articles;
4. **Loss** or **Damage** of hired or leased equipment;
5. **Loss** of baggage sent in advance, mailed or shipped separately;
6. **Loss** or **Damage** to baggage left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered**'s failure to take due care and precautions for the safeguard and security of such property;
7. **Loss** or **Damage** of business goods, samples or equipment of any kind;
8. **Loss** or **Damage** to data recorded on tapes, cards, discs or otherwise;
9. **Loss** or **Damage** to perishable and consumable items;

10. **Loss or Damage** caused by wear and tear, gradual deterioration, moths, vermin, inherent vice, mechanical or electrical breakdown or derangement, or **Damage** sustained due to any process initiated or while actually being work upon resulting in such **Loss or Damage**;
11. **Loss or Damage** arising from confiscation or detention by customs or other officials;
12. **Loss or Damage** from mysterious disappearance of such property; and/or
13. **Loss** not reported to relevant authority immediately upon discovery of the **Loss**.

SECTION 4B - LOSS OF TRAVEL DOCUMENTS

If the **Person Covered** losses his travel documents such as passport, travel ticket and/or visa due to theft while on a **Trip**, **We** will reimburse the reasonable and necessary expenses incurred for:

1. the replacement of such travel documents; and
2. any additional travel and accommodation incurred while in overseas to replace such loss travel documents;

up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- a. the travel documents were at all times kept with the **Person Covered** or in a hotel safe; and
- b. a report was lodged at the nearest police station where the incident took place within twenty-four (24) hours after the incident and a written statement must be obtained from the police to substantiate the claim.

SECTION 4C - LOSS OF PERSONAL MONEY

If the **Person Covered** losses his **Personal Money** due to theft while on a **Trip**, **We** will reimburse the amount of loss stated in the police report, up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- a. the **Personal Money** was at all times kept with the **Person Covered** or in a hotel safe; and
- b. a report was lodged at the nearest police station where the incident took place within twenty-four (24) hours after the incident and a written statement must be obtained from the police to substantiate the claim.

EXCLUSIONS APPLICABLE TO SECTIONS 4B & 4C

We will not pay for claim(s) in respect of:

1. **Loss** arising from confiscation or detention by customs or other officials;
2. **Loss** or theft of the travel documents and/or **Personal Money** left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered**'s failure to take due care and precautions for the safeguard and security of the travel documents and/or **Personal Money**;
3. **Loss** that is otherwise reimbursable by the hotel, where the travel documents and/or **Personal Money** were kept in a hotel safe; and/or
4. **Loss** from mysterious disappearance of such property.

SECTION 4D - BAGGAGE DELAY

If the **Person Covered**'s checked-in baggage is delayed, misdirected or temporarily misplaced by the **Common Carrier** (by flight only) from the time of his arrival at the scheduled destination, **We** will pay Ringgit Malaysia Two Hundred (RM200) for every six (6) complete hours, up to the maximum amount specified in the Schedule of Benefits.

The period of delay shall be calculated from the time of arrival at the baggage pick-up point until the receipt of baggage by the **Person Covered**.

EXCLUSIONS APPLICABLE TO SECTION 4D

We will not pay for claim(s) in respect of:

1. confiscation or detention by customs or other officials;
2. baggage delay on the **Person Covered**'s return journey to his **Home**; and/or
3. the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** (by flight only) or their handling agent on the actual date and time of baggage delivery.

The **Person Covered** can only claim under either Section 4A or 4D of Part B for any one **Trip**.

SECTION 4E - TRAVEL DELAY

If the original scheduled departure or arrival of the **Common Carrier** in which the **Person Covered** has arranged to travel is delayed while on a **Trip**, **We** will pay Ringgit Malaysia Two Hundred (RM200) for each six (6) complete hours of delay at arrival or departure up to the maximum amount specified in the Schedule of Benefits.

The delay must be verified in writing by the operator(s) of the **Common Carrier** or their handling agent(s) on the number of hours delayed.

The **Person Covered** can only claim under either Section 4E or 4I of Part B for any one **Trip**.

EXCLUSIONS APPLICABLE TO SECTION 4E

We will not pay for claim(s) arising directly or indirectly from, in respect of, or due to:

1. the **Person Covered**'s failure to check in within the stipulated time as specified in his travel ticket;
2. the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** or their handling agent of the number of hours of delay and the reason for such delay;
3. any delay which the **Person Covered** is made aware of twenty-four (24) hours or more prior to the original scheduled departure time as stated in the **Person Covered**'s travel document or ticket;
4. the **Person Covered**'s late arrival at the **Common Carrier** terminal after check-in or booking-in time (except for the late arrival due to strike or industrial action); and/or
5. strike, riot or industrial action which was publicly known at the time the **Person Covered** booked the **Trip** or participated in this certificate; whichever is earlier.

SECTION 4F - TRAVEL CANCELLATION

1. Cancellation

We will reimburse the irrecoverable travel and accommodation deposits or expenses paid in advance for the **Person Covered**'s **Trip**, up to the maximum amount specified in the Schedule of Benefits, only in the event of necessary and unavoidable cancellation by the **Person Covered** due to any of the following unexpected events before the departure date of the **Trip**:

- a. the **Person Covered**'s death or death of his **Immediate Family Member**. A death certificate must be provided to **Us**;
- b. confinement of the **Person Covered** or his **Immediate Family Member** in a **Hospital** arising from **Serious Injury** or **Serious Illness**. A written advice by the attending **Medical Practitioner** treating the **Person Covered** or his **Immediate Family Member** confirming the advisability to cancel the **Trip** due to **Serious Injury** or **Serious Illness** must be provided to **Us**;
- c. cancellation of scheduled **Common Carrier** services consequent upon the unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond the **Person Covered**'s control at the planned destination of visit;

- d. witness summons, which were not made known to the **Person Covered** prior to taking up of the **Certificate**;
- e. natural disasters at the planned destination which prevent the **Person Covered** from commencing the **Trip**; and/or
- f. serious **Damage** to the **Person Covered**'s residence in Malaysia caused by fire, flood or similar natural disaster occurring within one (1) week before the commencement date of the **Trip** and the **Person Covered**'s presence is required on the premises on the commencement date of the **Trip**.

For the purposes of events (a) to (e) above, it must occur within thirty (30) days before the **Trip** departure date.

2. Deferments or Postponement

If the **Person Covered**'s **Trip** is deferred or postponed which is as a result of the above causes stated in Section 4F(1)(a) to (f) of Part B, **We** will reimburse the additional charges levied in relation to any prepaid charges paid by the **Person Covered**, due to amendment of the travel dates, up to the maximum amount specified in the Schedule of Benefits.

The **Person Covered** can only claim under either Section 4F(1) or 4F(2) of Part B for any one **Trip**.

EXCLUSIONS APPLICABLE TO SECTION 4F

We will not pay for any **Loss** if this **Certificate** is participated in less than seven (7) days prior to the commencement of the scheduled **Trip**.

SECTION 4G – TRAVEL CURTAILMENT

We will reimburse the unused and irrecoverable travel and accommodation expenses which are paid in advance for the **Person Covered**'s **Trip**, subject to the maximum amount specified in the Schedule of Benefits, only in the event of occurrence any of the following necessarily and unavoidably event causing the **Person Covered** to be unable to continue his **Trip** and which require the **Person Covered** to return directly to Malaysia due to:

- a. the **Person Covered**'s **Serious Injury** or **Serious Illness** occurring after the commencement of **Person Covered**'s **Trip** and upon medical advice. A written advice from the attending **Medical Practitioner** treating the **Person Covered** confirming the advisability to return to Malaysia due to his **Serious Injury** or **Serious Illness** must be provided to **Us**;
- b. the death of the **Person Covered**'s **Immediate Family Member** occurring after the commencement of the **Person Covered**'s **Trip**. A death certificate must be provided to **Us**;
- c. **Serious Injury** or **Serious Illness** of the **Person Covered**'s **Immediate Family Member** occurring after the commencement of the **Person Covered**'s **Trip** and which requires hospitalisation for more than forty-eight (48) hours;
- d. hijacking of the aircraft in which the **Person Covered** is on board as a passenger;
- e. natural disasters which prevent the **Person Covered** from continuing the scheduled **Trip**; and/or
- f. the unexpected outbreak of strike, riot or civil commotion occurring during the **Trip** which is beyond the **Person Covered**'s control at the planned destination of visit that will put the **Person Covered**'s life in danger.

The **Person Covered** can only claim under either Section 4F or 4G of Part B for any one **Trip**.

EXCLUSION APPLICABLE TO SECTIONS 4F AND 4G

We will not pay for claim(s):

1. due to the **Person Covered**'s failure to notify **Travel Agency**/tour operator or provider of transport/**Airlines** or accommodation immediately it is found necessary to cancel or curtail the travel arrangement; and/or
2. if the **Person Covered** becomes aware of any circumstances which could lead to the cancellation or disruption of the **Trip** before the **Certificate** is participated.

SECTION 4H – TRAVEL MISCONNECTION

If the **Person Covered** misses a scheduled connecting **Common Carrier** (by flight only) at the transit point while on a **Trip** due to the delay of an incoming confirmed connecting scheduled **Common Carrier** (by flight only) and no alternative transportation is made available to the **Person Covered** within six (6) hours from the scheduled departure time, **We** will pay the amount specified in the Schedule of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 4H

We will not pay for claim(s):

1. due to the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** (by flight only) or their handling agent showing the travel misconnection details; and/or
2. if the incoming **Common Carrier** (by flight only) was scheduled to arrive after the stated check-in time required by the connecting **Common Carrier** (by flight only).

SECTION 4I – MISSED DEPARTURE

If the **Person Covered** misses a scheduled departing **Common Carrier** while on a **Trip**, as a result of mechanical breakdown of the **Common Carrier** to get the **Person Covered** to the departure port, airport or train station as stated in the **Person Covered**'s travel ticket, **We** will reimburse the additional travel and accommodation expenses necessarily and reasonably incurred in returning to Malaysia, up to the maximum amount specified in the Schedule of Benefits.

The **Person Covered** must obtain confirmation of the mechanical breakdown in writing from the **Common Carrier** or its handling agent.

SECTION 4J – TRAVEL OVERBOOKED

If the **Person Covered** has a confirmed booking seat and is denied boarding on a scheduled **Common Carrier** (by flight only) while on a **Trip**, and no alternative transportation is made available to the him/her within six (6) complete hours from the actual departure time, **We** will pay Ringgit Malaysia Two Hundred (RM200) for each six (6) complete hours of delay of the scheduled departure time up to the maximum amount specified in the Schedule of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 4J

We will not pay for claim(s):

1. due to the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** (by flight only) or their handling agent showing the overbooked flight details; and/or
2. if the **Trip** is arranged through an unlicensed travel agency.

SECTION 4K – LOSS OF TRAVEL DEPOSIT DUE TO INSOLVENCY OF TRAVEL AGENCY/ AIRLINES

If the **Person Covered** unable to proceed with his **Trip** due to a planned **Trip** being cancelled prior to the departure date of a planned **Trip** because of **Insolvency** of the **Travel Agency** or **Airlines** from whom the **Person Covered** purchased the tour package or air ticket, **We** will reimburse for **Loss** of irrecoverable travel and accommodation charges paid in advance by the **Person Covered**, up to the maximum amount specified in the Schedule of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 4K

We will not pay for any **Loss**:

1. if the **Trip** is arranged through an unlicensed travel agency;
2. where the air tickets purchased from non-scheduled flights;
3. caused directly or indirectly by government regulations or control; and/or
4. due to **Insolvency** which occurred or for which bankruptcy was filed before this **Certificate** is participated.

The **Person Covered** can only claim under either Section 4F or 4K of Part B for any one **Trip**.

SECTION 4L - GOLF EQUIPMENT COVER

In the event of **Loss** or **Damage** to **Golfing Equipment** owned by (and not hired by or loaned or entrusted to) the **Person Covered** occurring in a public place and is due to circumstances beyond the **Person Covered**'s control, **We** will pay, up to the maximum amount specified in the Schedule of Benefits, for:

1. the replacement or repair cost of the lost or damaged **Golf Equipment**, whichever is lower, up to a maximum of Ringgit Malaysia Five Hundred (RM500) per club; and/or
2. the cost for hiring replacement **Golf Equipment** up to a maximum of Ringgit Malaysia Five Hundred (RM500) per club.

If as a result of any **Damage**, the **Golf Equipment** is proven to be beyond economical repair, **We** will treat a claim under this **Certificate** as if the article had been lost.

We may make payment or at **Our** option reinstate or repair the **Golf Equipment**, subject to due allowance for wear and tear and depreciation.

The **Person Covered** can only claim under either under Section 4A or 4L of Part B for any one **Trip**.

SECTION 4M – LOSS OF CREDIT CARD

If the **Person Covered** suffers financial **Loss** as a direct result of fraudulent use of the **Person Covered**'s credit card(s) following theft while on a **Trip**, **We** will pay for such **Loss** incurred during the **Trip** up to the maximum amount specified in the Schedule of Benefits. Provided that such claim must be accompanied by a report issued by the card issuing bank evidencing the **Loss**.

EXCLUSIONS APPLICABLE TO SECTION 4M

We will not pay for any **Loss**:

1. if the theft of the **Person Covered**'s credit card is not reported to the credit card issuing company within three (3) hours from the time of theft; and/or
2. such **Loss** is recoverable from any other source.

SECTION 4N – RENTAL CAR EXCESS COVER

We will reimburse any excess or deductible, which the **Person Covered** becomes legally liable to pay in respect of **Loss** or **Damage** caused by an **Accident** to the rented car while on a **Trip** up to the maximum amount specified in the Schedule of Benefits.

Provided that:

the **Person Covered** must hold a valid license(s) to drive the rented car at the country of visit and is named as the named driver or co-driver of the rental car;

- a. the rental car must be rented from a licensed rental agency;
- b. the **Person Covered** must take a comprehensive motor takaful/insurance against any **Loss** or **Damage** to the rented car during the rental period; and
- c. the **Person Covered** must comply with all requirements of the rental agency under the rental agreement and of the takaful operator /insurer under such motor takaful/insurance certificate/policy of the rented car as well as the laws, rules and regulations of the country.

EXCLUSIONS APPLICABLE TO SECTION 4N

We will not pay for **Loss** or **Damage**:

1. arising from operation of the rental car in violation of the terms of the rental agreement;
2. which occurs beyond the limit if any public roads or in the violation of laws, rules and rules and regulations of the country; and/or
3. arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

SECTION 4O – HOME PROTECTION BENEFIT

We will, by payment or at **Our** option by reinstatement or repair, indemnify the **Person Covered** against physical **Loss** or **Damage** to the **Person Covered's Home Contents** from his **Home** that was left vacant for the full duration of the **Trip**, caused by burglary or fire; up to the maximum amount specified in the Schedule of Benefits.

EXCLUSIONS APPLICABLE TO SECTION 4O

We will not pay for:

1. any **Loss** or **Damage** arising directly or indirectly from, in respect of, or due to through the **Person Covered's** wilful act and/or with his connivance;
2. losses recoverable from any other takaful/insurance taken by the **Person Covered** to cover his/her **Home Contents**; and/or
3. any **Loss** or **Damage** not reported to the police and in respect of which a police report is not obtained within twenty-four (24) hours of the **Person Covered** becoming aware of such incidence of **Loss** or the **Person Covered's** return back to his residence, whichever occurs first.

SECTION 4P - PERSONAL LIABILITY

We will indemnify the **Person Covered** for legal liability to a third party arising during the **Trip** as a result of:

1. accidental **Bodily Injury** (including death) to any third party; or
2. accidental **Loss** or **Damage** to property of any third party.

This shall include the amount that the **Person Covered** is held liable for to the third party and the expenses incurred on the defence of the claim with **Our** prior written approval; up to the maximum amount specified in the Schedule of Benefits.

Provided that the **Person Covered** must not:

- a. make or attempt to make any offer of settlement;
- b. promise of payment;
- c. admit liability to any party; or
- d. engage/involve in any litigation without **Our** prior written approval.

We shall be entitled to conduct all proceedings arising out of or in connection with the claim in the **Person Covered**'s name and to instruct solicitors of **Our** own choice for this purpose.

EXCLUSIONS APPLICABLE TO SECTION 4P

We will not pay for claim(s) arising out of, in respect of or consequent upon:

1. employer's liability, contractual liability or liability to a **Family** member of the **Person Covered**;
2. property belonging to the **Person Covered**, or, in his care custody or control;
3. any wilful, malicious or unlawful act;
4. pursuit of trade, business or profession;
5. ownership or occupation of land or buildings (other than occupation only of any temporary residence);
6. ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance;
7. legal costs resulting from any criminal proceedings;
8. the influence of intoxicants, mountaineering, winter sports of any descriptions, contact sports of any description, riding or driving in races or rallies or the use of firearms; and/or
9. judgments that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

SECTION 4Q – TRAVEL ASSISTANCE SERVICES

The **Person Covered** may call **Our** authorised service provider twenty-four (24) hours hotline number **+603 -7628 3905** from anywhere in the world to obtain the assistance on pre-Trip information as well as assistance while on a **Trip** such as:

1. Inoculation/ Vaccination and Visa Information

Our authorised service provider will assist to provide information concerning inoculation/ vaccination and visa requirements of the foreign countries as specified by the World Health Organisation and/ or according to each country's published immigration upon request by the **Person Covered**.

2. Foreign Exchange, Weather and Flight Information

Our authorised service provider will provide information to the **Person Covered** regarding the exchange rate of major foreign currencies, weather forecast and flight information his travel destination(s). Where applicable, the information will only be available for the present day, the date before and the date after the **Person Covered**'s enquiry.

3. Emergency Travel Assistance

Our authorised service provider will assist the **Person Covered** in making reservation for air ticket or hotel accommodation on an emergency basis while he is travelling. If payment is required to confirm the reservation(s), **Our** authorised service provider will provide the **Person Covered** with the necessary information for the **Person Covered** to pay directly to the travel agency/ booking platform/ airline/ hotel.

4. Lost Items/ Personal Belongings

Our authorised service provider will assist the **Person Covered** who has lost their luggage, documents and/or personal belongings while traveling by referring the **Person Covered** to the appropriate authorities involved.

5. Embassy Referral

Our authorised service provider will provide the address, telephone number and operating hours of the nearest appropriate consulate and/ or embassy to the **Person Covered**.

6. Referral to Interpreter/ Translator

In the event the **Person Covered** requires translation assistance, **Our** authorised service provider will refer the **Person Covered** to an interpreter/ translator, where available.

All services under this Section 4Q of Part B shall be provided purely on a referral arrangement and coordination basis. Any costs and expenses shall be solely the **Person Covered's** responsibility.

SECTION 5 – COVID-19 COVERAGE (OPTIONAL)

The terms and conditions for the **COVID-19** Coverage will be subjected to the same terms and conditions of **Your Certificate** unless otherwise stated under this Section 5. This Section is applicable to **Your Certificate** only if it is indicated in **Your Schedule**.

SECTION 5A – TRAVEL CANCELLATION DUE TO COVID-19

We will reimburse the irrecoverable travel and accommodation deposits or expenses paid in advance for the **Person Covered's Trip**, up to the maximum amount specified in the Schedule of Benefits in the event of necessary and unavoidable cancellation by the **Person Covered** due to any of the following unexpected events which occur within seven (7) days prior to the departure date of the **Trip**:

- a. the **Person Covered's** death or death of the **Person Covered's Immediate Family Member** due to **COVID-19**. A death certificate of the **Person Covered** or the **Person Covered's Immediate Family Member** must be provided to **Us**;
- b. confinement of the **Person Covered** or his **Immediate Family Member** in a **Hospital** due to **COVID-19**. A written advice from the attending **Medical Practitioner** treating the **Person Covered** or his **Immediate Family Member** confirming the advisability to cancel the **Trip** due to **COVID-19** must be provided to **Us**;
- c. cancellation of scheduled **Common Carrier** due to **COVID-19**;
- d. an outbreak of **COVID-19** at the planned destination and the declaration was not issued before the **Person Covered's Trip** which prevents the **Person Covered** from commencing the **Trip**; or
- e. airspace or airport closure at the planned destination due to **COVID-19**.

The coverage for events (a) and (b) above is effective only if **Your Certificate** is taken up at a minimum of seven (7) days prior to the departure date of the scheduled **Trip** and before the diagnosis of **COVID-19** of the **Person Covered** or his/her **Immediate Family Member**.

EXCLUSIONS APPLICABLE TO SECTION 5A

We will not pay for any claim(s) if **Your Certificate** is participated in less than seven (7) days prior to the commencement of the scheduled **Trip**.

SECTION 5B – TRAVEL DISRUPTION DUE TO COVID-19

We will reimburse the following expenses as incurred by **You** up to the maximum amount specified in the Schedule of Benefits:

1. unused and irrecoverable travelling and accommodation expenses which are paid in advance for the **Person Covered's Trip**;
2. necessary and reasonably incurred additional and unplanned accommodation and meal expenses for the **Person Covered**; and/or
3. costs of return ticket for the **Person Covered** to return to Malaysia,

if the **Person Covered** is unable to continue his/her **Trip** in the event of necessary and unavoidable cancellation due to any of the following unexpected events:

- a. the **Person Covered** or the **Person Covered's Immediate Family Member** who is travelling with the **Person Covered** in the same **Trip** is diagnosed positive with **COVID-19** after the commencement of the **Trip** and certified unfit to continue with the **Trip** in the opinion of the **Medical Practitioner**;
- b. the **Person Covered's** death or death of the **Person Covered's Immediate Family Member** due to **COVID-19** after the commencement of the **Trip**;
- c. cancellation of the **Common Carrier** due to **COVID-19**;
- d. an outbreak of **COVID-19** at the planned destination and the declaration was not issued before the **Person Covered's Trip** which prevents the **Person Covered** from continuing with the **Trip** and the **Person Covered** has to unavoidably incur additional accommodation costs to extend the **Person Covered's** stay; or
- e. airspace or airport closure at the planned destination due to **COVID-19**.

Coverage is provided if the **Person Covered** is diagnosed positive with **COVID-19** after the commencement of the **Trip** and the benefit will be payable up to fourteen (14) days from the **Expiry Date** or up to maximum amount specified in the Schedule of Benefits, whichever occur first.

The **Person Covered** can only claim under either Section 5A or 5B of Part B for any one **Trip**.

SECTION 5C – OVERSEAS MEDICAL EXPENSES DUE TO COVID-19

In the event the **Person Covered** is hospitalised as **In-Patient** abroad as a direct result of **COVID-19** including **COVID-19** related complications contracted during the **Trip**, **We** will reimburse the medical, hospital and/or treatment expenses necessarily and reasonably incurred up to the maximum amount specified in the Schedule of Benefits.

If the **Person Covered** is entitled to a reimbursement of all or part of the medical expenses from any other source(s), **We** will only pay the balance of expenses that is not reimbursed, subject to the applicable limits specified in the Schedule of Benefits.

For avoidance of doubt, any follow up medical expenses incurred in Malaysia after returning from **Trip** are not covered under this Section 5C of Part B.

SECTION 5D – MEDICAL EVACUATION AND MEDICALLY SUPERVISED REPATRIATION DUE TO COVID-19

When the **Person Covered** suffers **COVID-19** during the **Trip** and if in the opinion of **Our** authorised service provider, it is judged medically appropriate to move the **Person Covered** who has a critical medical condition to the nearest **Hospital** where appropriate care and facilities are available, **Our** authorised service provider will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the **Person Covered's** condition.

After the consultation with the local attending **Medical Practitioner**, if it is medically necessary for the **Person Covered** to be repatriated to Malaysia to continue treatment following stabilisation of the **Person Covered**, **Our** authorised service provider will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by **Our** authorised service provider, and will be based solely upon medical necessity and all assessed facts and circumstances of which **Our** authorised service provider is aware at the relevant time.

We will pay the reasonable and necessary evacuation and repatriation costs including the reasonable transportation cost of one qualified medical attendant accompanying the **Person Covered** to **Our** authorised service provider directly up to the maximum amount specified in the Schedule of Benefits.

SECTION 5E – REPATRIATION OF MORTAL REMAINS DUE TO COVID-19

If the death of a **Person Covered** occurs as a direct result of **COVID-19** sustained during the **Trip**, **Our** authorised service provider will make the necessary arrangement for transporting the **Person Covered**'s mortal remains or ashes back to Malaysia or the **Person Covered**'s home country.

We will also pay the reasonable expenses for burial or cremation in overseas to **Our** authorised service provider directly in the event the **Person Covered**'s mortal remains or ashes is not repatriated back to Malaysia or to the **Person Covered**'s home country.

All arrangements for the repatriation under Section 5D and/or 5E of Part B must be approved and arranged through **Our** authorised service provider unless the arrangements through **Our** authorised service provider were not possible in the circumstances due to reasons beyond **Your** control and deemed reasonable by **Us**.

CONDITIONS APPLICABLE TO SECTIONS 5D AND/OR 5E

In the event of emergency which require such evacuation or repatriation under Sections 5D or 5E of Part B, please contact **Our** authorised service provider at **Our** twenty-four (24) hours hotline number at **+603 -7628 3905** and provide the following information:

- a. the **Person Covered**'s full name, MyKad/passport/employment pass/working permit number and travelling dates;
- b. the name of the place and telephone number where **Our** authorised service provider can reach the **Person Covered** or the **Person Covered**'s representative; and
- c. a brief description of the emergency and the nature of assistance required.

Any call charges to **Our** twenty-four (24) hours hotline number for medical evacuation or repatriation services will be reimbursed when the **Person Covered** submit the itemised bill to **Us** within ninety (90) days from the claim event date.

EXCLUSIONS APPLICABLE TO ALL BENEFITS UNDER SECTION 5

We will not pay for claim(s) in the event of the following:

1. the **Person Covered** is not **Fully Vaccinated**, except for **Child/Children** who is/or less than eighteen (18) years old;
2. upon the failure to submit the Antigen Rapid Test Kit (RTK-Ag) or Polymerase Chain Reaction (PCR) test result certified by **Medical Practitioner** to substantiate the claim;
3. the **Person Covered** is travelling against a **Medical Practitioner**'s advice, or any claim arising from the **Person Covered** acting in a way that goes against the advice of a **Medical Practitioner** (including, but not limited to, travelling with **COVID-19** symptoms);
4. the **Person Covered** is travelling to a country, specific area or event when the government or regulatory authority in such country to/from which the **Person Covered** is travelling has advised against travelling;
5. the **Person Covered** is aware and/or ought to be aware and/or reasonably expected to have knowledge of the presence of any circumstances which would give rise to a claim under **Your** certificate prior to issuance of **Your** certificate and/or undertaking any planned **Trip**;
6. the **Person Covered**'s failure to fulfil all the requirements which has been set by the government before departure for the **Trip**;
7. any expenses incurred related to compulsory quarantine or stay-at-home requirements imposed by a foreign government;

8. any expenses incurred for **COVID-19** testing, mandatory **COVID-19** diagnostic tests required by an official government or health authority that are required to take for the **Trip**, such as pre-departure tests and post-arrival tests;
9. any long **COVID-19** or post-**COVID-19** condition which is defined as the continuation or development of new symptoms three (3) months after the initial SARS-CoV-2 infection, with these symptoms lasting for at least two (2) months with no other explanation. The symptoms include but not limited to fatigue, shortness of breath and cognitive dysfunction; or
10. expenses incurred without **Our** prior approval.

PART C: GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We will not pay for claim(s):

1. Directly or indirectly caused or resulting:
 - a. from any **Pre-Existing Condition**;
 - b. due to the **Person Covered** travelling on, or against medical advice, or where the **Trip** is made solely for the purpose of obtaining treatment;
 - c. by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal or unlawful acts;
 - d. by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
 - e. directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related **Illness** including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
 - f. from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to **Bodily Injury** as a direct result of an **Accident**; and/or
 - g. mental and nervous disorders, including insanity.
2. Directly or indirectly occasioned by, happening through, or in consequence of:
 - a. engaging in sports or games in a professional capacity or where **Person Covered** would or could earn income or remuneration from engaging in such sports or games;
 - b. **Accidents** and sickness whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes and guides), rock climbing, and hiking/trekking in remote areas unless with licensed guides, pot-holing, and any activity involving the **Person Covered** being airborne (whether suspended or not) not limiting to parachuting, hand gliding, bungee jumping, sky diving, high diving, hot air balloon.
 - c. epidemics and/or Pandemics as declared by the World Health Organization or any governmental authority in Malaysia. This exclusion is not applicable if **Your Trip** is extended with **SECTION 5 – COVID-19** Coverage of Part B is indicated in **Your Schedule**.
3. Arising from:
 - a. air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft;
 - b. any illegal activities, **Loss** resulting directly or indirectly from action taken by government authorities including confiscation, seizure, destruction and restriction;
 - c. **Loss** of or **Damage** to hired or leased equipment, including any kind of conveyance;
 - d. employment on merchant vessels or as a manual labor; naval, military or air force service or operations, regular or temporary, military or police duties; overseas secondment as part of **Person Covered**'s occupation; manual work in connection with any trade, employment or profession;

- e. offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives;
- f. survey of offshore installations or facilities under construction including survey from aerial conveyance;
- g. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or **Damage** to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media, or political violence and armed conflict to achieve economic, geographic, nationalistic, political, racial, or religious ends;
- h. ionizing radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
- i. radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
- j. consequential **Loss or Damage** of any kind;
- k. the **Person Covered**'s direct participation in terrorist acts; and/or
- l. any terrorism attack using substance of Nuclear, Biological and Chemical.

[This section is intentionally left blank]

PART D: GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

We reserve the right to levy any applicable taxes allowable under the laws of Malaysia. All taxes, including but not limited to any sales and service tax, and / or other forms of goods or consumption tax whether currently in force or implemented after the date of **Your Certificate** will be charged in accordance with the applicable legislation at the prevailing rate. Such applicable taxes payable shall be paid in addition to the applicable **Contribution** and other charges.

The **Person Covered** must comply with the following conditions to have the full protection of the coverage under this **Certificate**:

1. Consumer Takaful Contract

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this plan wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make any misrepresentation in answering the questions when **You** apply for this plan. **You** must answer the questions fully and accurately. Failure to take reasonable care in answering the questions 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**. The above duty of disclosure shall continue until the time **Your** contract of **Takaful** is entered into, varied or renewed with **Us**. In addition to answering the questions when **You** apply for this plan, **You** are required to disclose any other matter that **You** know 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 when **You** applied for this plan is inaccurate or has changed.

2. The Contract

Your Certificate and **Schedule** shall be read together and any word or expression to which a specific meaning has been attached in any part of this **Certificate** Wording, **Schedule** and the **Endorsement** (if any) shall bear such meaning wherever it may appear.

3. Observance

Our liability shall be conditional upon the **Person Covered**'s observance of the terms, conditions and limits set under this **Certificate** and the **Endorsement** (if any) attached to or issued pursuant to this **Certificate**.

4. Reasonable Care

The **Person Covered** shall act in a prudent manner and exercise reasonable care for the safety and supervision of the **Person Covered**'s property as if such property is not covered by any takaful/insurance coverage and to prevent any **Loss, Damage** or **Accident**.

5. Fraud

If the **Person Covered**, or anyone acting for the **Person Covered**, makes a claim under this **Certificate** knowing the claim to be false or fraudulently inflated, **We** will not pay the claim and all cover under this **Certificate** will be forfeited.

6. Misrepresentation

In the event of a misrepresentation by **You** or the **Person Covered**, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

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

7. Payment Of Contribution – Cash Before Cover

You must pay **Us** the **Contribution** before the coverage under this **Certificate** is effective.

8. Cancellation(a) Cancellation by **You**

You may cancel this **Certificate** at any time by giving **Us** written notice either by email to csu@takaful-malaysia.com.my or by post to **Our** office.

Cancellation before the **Effective Date** is allowed with full **Contribution** refund provided that no claim is made. However, no cancellation is allowed on or after the **Effective Date** of **Your Certificate**.

(b) Cancellation by **Us**

We may also cancel this **Certificate** by giving **You** fourteen (14) days' notice in writing by registered post and/or email to **Your** last address/email address known to **Us**.

9. Alterations

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

10. Determination of Age

In any claim, the **Person Covered**'s age will be determined as at the date of **Bodily Injury** or **Illness** with reference to the birth date.

11. Automatic Extension of Period of Takaful

In the event of delay beyond the control of the **Person Covered** as a direct result of:

- a. an **Accident** or **Serious Illness** sustained by the **Person Covered**, or
- b. the scheduled **Common Carrier** in which the **Person Covered** is travelling being unavoidably delayed, which occur during the **Period of Takaful** and preventing the completion of the return **Trip** before the expiry of the **Period of Takaful**.

We shall extend the coverage for up to thirty (30) days without additional **Contribution**, provided that either one of the above events is admissible under this **Certificate** in the first instance, for such period is reasonably necessary for the completion of the **Trip**.

12. Claims Notification, Procedure and Settlement

If any **Accident, Illness, Loss** or **Damage** occurs which may give rise to a claim, the **Person Covered** must advise **Us** in writing as soon as possible but in any event not later than thirty (30) days after the expiry of this **Certificate** or upon return to Malaysia, whichever is earlier.

We shall be entitled to:

- a. request from the **Person Covered**, at the **Person Covered**'s expense, or at the expense of any person representing the **Person Covered**, to provide **Us** with medical report/certificates, information and other documents (including where necessary, a certified translation of the said documents(s)) as **We** may reasonably require;
- b. request an examination by a medical referee appointed by **Us** for a non-fatal **Bodily Injury**;
- c. the right to negotiate, settle or defend any such claim in the **Person Covered**'s name and on the **Person Covered**'s behalf;
- d. use any legal right of recovery which the **Person Covered** possesses;
- e. request an autopsy and/or post-mortem examination in the event of death due to an **Accident**; and/or
- f. choose to make payment, reinstate or repair the lost or damaged property at **Our** option.

Our liability is limited solely to the payment of the benefits stipulated under this **Certificate**, the **Schedule** and/or the **Endorsement**. No liability is assumed by **Us**, for the availability, quality or results of any medical treatment or other service, or the **Person Covered**'s failure to obtain any treatment or service covered by the terms and conditions under this **Certificate**.

13. Payment of Benefits

All benefits payment will be made to the **Participant** or **Person Covered**. In the event of the **Person Covered**'s death, **We** shall pay the claims proceed to his named **Nominee(s)** if applicable or to his estate. Upon payment, **We** will be fully discharged of **Our** liability under this **Certificate**.

In the event the costs and expenses for emergency medical treatment are guaranteed to be paid to the **Hospital** by **Us** or **Our** authorised service provider, indemnities shall be payable directly to **Our** authorised service provider.

For Section 4 – Emergency Medical Evacuation and Repatriation of Part B, the claim proceed will be paid directly to **Our** authorised service provider(s). For Section 6E – Personal Liability of Part B, the claim proceed will be payable directly to whom the **Person Covered** is legally liable to.

All benefits payable under this **Certificate** are in Ringgit Malaysia.

14. Subrogation

We reserve the right to undertake in **Your** name and **Your** behalf:

- (a) the full conduct, control and settlement of any proceedings; and/or
- (b) recover compensation or secure indemnity from any third party in respect of anything covered by this **Certificate**, at **Our** own expense and benefit.

15. Right of Recovery

In the event authorisation for payment and/or payment is made by **Us** or **Our** authorised service provider for a medical claim for which certificate liability is not engaged, **We** or **Our** authorised service provider reserves the right to recover against **You/Person Covered** for the full sum which **We** or **Our** authorised service provider is liable to the medical institution to which the **Person Covered** was admitted.

16. Duplication of Cover

We will not pay any claim if any **Loss, Damage** or liability covered under this **Certificate** is also covered wholly or in part under any other takaful/insurance except in respect of any excess beyond the amount which would have been covered under such other takaful/insurance had this **Certificate** not been effected.

For avoidance of doubt, the **Person Covered** can only be covered under one certificate in any one **Period of Takaful**. In the event of dual or multiple cover participated for the same risk, **We** reserve the right to pay for claims under any one of the certificate and forthwith cancel and refund to **You/Person Covered** (where applicable) the contribution(s) paid in respect of the remaining certificate (s). Where the **Person Covered** has more than one certificate with **Us** for different takaful coverage, with overlapping benefits, claim(s) can only be made under one of the certificates (at the **Person Covered**'s option) and there will be no refund or cancellation of other certificate (s).

17. Automatic Termination

The coverage provided to the **Person Covered** will automatically terminate when any one (1) of the following events occurs:

- a. immediately after an admission of one hundred percent (100%) liability for a claim of accidental death and/or **Total Permanent Disablement** by the **Person Covered**;
- b. upon expiry of the **Period of Takaful**; or
- c. in the event of fraud involved the procurement of this **Certificate** or in deriving any benefits from this **Certificate** committed by the **Person Covered**.

18. Termination of the Certificate

This **Certificate** shall automatically terminate upon occurrence of any of the following:

- a. upon cancellation of this **Certificate** by **Us**;
- b. when there is fraud or misrepresentation of material fact during application or in deriving any benefits from this **Certificate** committed by the **Person Covered**;
- c. immediately after an admission of 100% liability for a claim of accidental death and/or **Total Permanent Disablement** by the **Person Covered**; or
- d. upon expiry of the **Period of Takaful**.

If the termination is due to (a) and (b), **We** will refund to **You** the **Contribution** in full. If the termination is due to (c) and (d), **We** will not refund to **You** the **Contribution**.

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**.

19. Personal Data Protection Act 2010 (PDPA 2010)

You/ the Person Covered may make inquiries or request for access to or correction of Personal Data or limit the processing of 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/ the Person Covered** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or **Our** 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.

20. 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.

21. Arbitration

If **We** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **Person Covered** (or **You**, where applicable) and **Us** in accordance with the law at the time. The **Person Covered** (and **You**, where applicable) may not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

22. Legal Proceeding Clause

No action at law or in equity shall be brought to recover on this **Certificate** prior to the 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.

23. Sanctions Exclusion Clause

We shall not be deemed to provide cover nor be liable to pay any claim or pay 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;
 - (ii) United Kingdom;
 - (iii) United States of America; or
 - (iv) any of the states to the above countries.
- c. any other locally applicable laws and 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**.

24. Compliance to Property in Accordance to Shariah Clause

It is hereby agreed and declared that the **Certificate** will not cover and is not intended to cover business, property, materials, stock, cash or any other financial instrument (collectively "Property") and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such Property if at any time after the inception of the certificate, **We** shall find such Property to be not Shariah-compliant. In any such case, **We** shall reserve the right to cancel this **Certificate** and refund any **Contribution** received in respect thereof. Subject otherwise to the terms and conditions of this **Certificate**.

25. 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 **Contribution** 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.

26. Nomination

- a. **You** may nominate any natural person to receive benefits payable in the event of **Your** death, either as an executor or as a beneficiary under a conditional **Hibah**.
- b. **You** may from time to time revoke any such nomination and/or to name another **Nominee** with notification duly received and registered by **Us**.
- c. if **You** have nominated more than one **Nominee**, the benefits payable, if any, shall be paid to the surviving **Nominee** 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 with respect to **You** under this **Certificate**.
- d. 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**.
- e. if there is no effective nomination in force upon **Your** death, the benefits payable may be paid to **Your** lawful executor or administrator 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.

27. Management of Fund

Pursuant to the authorisation given to **Us** by **You** and the rest of the participants, **We** will manage the **GTF** 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.

28. Deficiency and Loss Rectification

If the **GTF** is in deficit, **We** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. **We** may waive **Our** rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to **Our** mismanagement or negligence, **We** will make an outright transfer to rectify the deficit or loss.

29. Wakalah Fee

The **Wakalah** fee chargeable under this **Certificate** is sixty percent (60%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

30. Distribution of Surplus

- a) Any distributable surplus arising from the **GTF**, as determined by **Us**, will be allocated as follows:
 - (i) at least fifty percent (50%) of the distributable surplus will be distributed to eligible participants based on **Hibah**; and
 - (ii) the remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**.
- b) Your entitlement to the distributable surplus is subject to the following terms and conditions:
 - (i) no claim has been made during the current **Period of Takaful**; and
 - (ii) no benefit has been received during the current **Period of Takaful**.
- c) The distributable surplus amount will be paid directly to **Your** bank account and only payable/claimable up to six (6) months from the declaration date. Thereafter, **You** are agreeable to waive **Your** entitlement and such amount will be credited to the **GTF** by **Us**. The distributable surplus is not guaranteed and will be based on the actual experience and fund performance.

31. Customer Service Charter

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

32. Notice

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

33. Treatment of Small Payment Amounts

For any amount due and payable to **You** resulting from 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.

[This section is intentionally left blank]

PART E: ENQUIRIES/COMPLAINTS AND CLAIM APPEAL**1. ENQUIRIES /COMPLAINTS HANDLING**

If the **Participant** or the **Person Covered** has any enquiry or complaint pertaining to any matter related to this **Certificate** or claims, the **Participant** or the **Person Covered** may refer to **Our** Customer Service Unit (CSU) at:

Customer Service Unit (CSU),

Syarikat Takaful Malaysia Am Berhad [Registration No. 201701032316 (1246486-D)]
27th 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
Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: www.takaful-malaysia.com.my/en

2. AVENUE OF CLAIM APPEAL

If the **Participant** or the **Person Covered** needs further clarification or not satisfied with **Our** claim decision, please contact the **Our** Customer Service Centre at 1-300-88-252-385 or email to **Us** at csu@takaful-malaysia.com.my and **We** will provide its response accordingly. For appeal cases, **We** will escalate the same to the **Our** senior management for review and provide their response once the **Participant's** or the **Person Covered's** appeal has been decided or concluded by **Us**.

In the event that the **Participant** or the **Person Covered** is not satisfied with the final decision with regard to his appeal, the **Participant** or the **Person Covered** may refer the case either to the Financial Markets Ombudsman Service (FMOS) or to BNM Laman Informasi Nasihat dan Khidmat (BNMLINK), Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

Financial Markets Ombudsman Service (FMOS) [200401025885 (664393-P)]

Level 14, Main Block, Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Web Form: [Complaint Handling Portal](#)
Website: www.fmos.org.my

BNMLINK

4th Floor, Podium Bangunan AICB,
No. 10, Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel: 1-300-88-5465 (LINK)
Fax: +603 2174 1515
BNMLINK Portal: bnm.gov.my/BNMLINK

PART F: DOCUMENTS REQUIRED TO PROCESS CLAIM

To process any claim under this **Certificate**, **We** require the claimant to submit supporting documents which are listed under Part F of this **Certificate**. However, it is hereby clarified that the documents listed under Part F are non-exhaustive, and where necessary, **We** reserve the right to request for additional documents, information, confirmation, certification etc. to process a claim.

Please submit all claim documents to any of **Our branches** in Malaysia or email to: csu@takaful-malaysia.com.my.

Section	Type of Claim	Document(s) Required
	All claims	(a) Duly completed and signed Claim Form; (b) Copy of Takaful Schedule (if any); (c) Travel ticket and/or boarding pass; and (d) Copy of identity card of Person Covered and/or claimant.
Plus the followings where applicable		
1	Personal Accident Benefits	(a) Medical report; (b) Death certificate; (c) Post mortem report; (d) Police report; (e) Photographs showing the extent of injury (for claim on Permanent Loss or total Permanent Disablement only); (f) Child/Children's certificate of birth (for claim on Child Education Fund only); and/or (g) Driving license.
2	Medical Expenses & Other Related Benefits	(a) Medical report; (b) Original medical invoices and receipts for all amount claimed (Itemized); (c) Original receipts for additional expenses claimed for additional travel and accommodation (for claim on Compassionate Visitation Benefit and Child Guard Benefit only); and/or (d) Discharge note or diagnosis note and ward chit or any statement/bills produced by the Hospital.
3	Emergency Medical Evacuation and Repatriation Benefits	(a) As per Section 1 (a) to (d) of Part F (b) Original receipts for cost of burial or cremation; (c) Medical report from the attending doctor abroad; and/or (d) Original receipts for cost of burial or cremation or transporting of mortal remains.
4	(A) Damage or Loss of Baggage and Personal Effects	(a) Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase; (b) Police report detailing the circumstances and list of items stolen; (c) If in the custody of third party i.e. common carrier, transporter, hotel etc., obtain written report from them on the incident and write official complaint holding them responsible for the loss; and/or

	(d) Photos showing the damaged baggage and personal effects.
(B) Loss of Travel Documents; (C) Loss of Personal Money	(a) Police report detailing the circumstances and list of items stolen; and/or (b) Original receipts for additional costs incurred in replacing lost travel documents.
(D) Baggage Delay	(a) A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof; and/or (b) A written confirmation from the carrier concerned on the date and time of baggage delivery.
(E) Travel Delay	(a) A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof.
(F) Travel Cancellation	(b) Medical report, death certificate, proof of relationship etc.; (c) Copy of medical bills; (d) Original receipts for payment of the tour; and/or (e) Tour operator's booking and cancellation/refund invoices, terms & conditions.
(G) Travel Curtailment	(a) As per Section 4(F) above; (b) A written confirmation from the attending doctor abroad that it is necessary to return home; (c) If due to hijacking or natural disaster, written confirmation from tour operator concerned confirming the incident; and/or (d) Boarding pass to confirm the actual date of arrival back to Malaysia.
(H) Travel Misconnection	(a) A written confirmation from the carrier concerned confirming flight misconnection details and when the next alternative transportation is available.
(I) Missed Departure	(b) Original receipts for expenses claimed for additional travel and accommodation expenses; and/or (c) A written confirmation from the public transport services concerned confirming the mechanical breakdown.
(J) Travel Overbooked	(a) A written confirmation from the carrier concerned confirming the overbooked flight details and when the next alternative transportation is available.
(K) Loss of Travel Deposit Due to Insolvency of Travel Agency or Airlines	(a) Original receipt for payment of the deposit; (b) Booking invoice together with the booking terms and conditions; (c) Police report detailing the alleged Insolvency of the Travel Agency/Airlines; and/or (d) Written confirmation from Jabatan Insolvensi Malaysia on the insolvent status of the Travel Agency/Airlines.
(L) Golf Equipment Cover	(a) Original receipt for the Loss/Damage Golf Equipment; (b) Photo of Damage Golf Equipment; and/or (c) Original receipt for the cost of hiring replacement Golf Equipment.
(M) Loss of Credit Card	(a) Police report; and/or

		(b) Statement issued by the card issuing bank showing the record of unauthorised use of credit card including date and time of notification of Loss.
	(N) Rental Car Excess Cover	(a) Original car rental agreement; (b) Written advice from rental agency holding the Person Covered liable for the Loss of or Damage to the rented car; (c) Original invoices and receipt from the rental agency for car rental; (d) Copy of driving license at the time of accident; (e) Original receipt of the excess paid; and/or (f) Copy of overseas motor Takaful/ insurance certificate/policy if available.
	(O) Home Protection	(a) Police report; (b) Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase; and/or (c) Photos showing the forcible & violent entry to the house & the affected item(s).
	(P) Personal Liability	(a) DO NOT ADMIT LIABILITY; and/or (b) Forward any correspondence from third party unanswered to Us or our appointed loss adjuster/ solicitor immediately.
5	COVID-19 Coverage	<u>Compulsory Documents:</u> In addition to the documents listed under Section All Claims of Part F above, please provide: a. Copy of the Antigen Rapid Test Kit (RTK-Ag) or Polymerase Chain Reaction (PCR) test result; and b. Proof of full COVID-19 vaccination. <u>Other additional documents:</u> Section 5A – please refer to Section 4(F). Section 5B – please refer to Section 4(G). Section 5C – please refer to Section 2. Section 5D & 5E – please refer to Section 3B, 3C and 3D.

[This section is intentionally left blank]