

CONTENTS

1. DEFINITIONS	2
2. DESCRIPTION OF CONTRIBUTION AND CHARGES	12 12 12

THE BENEFIT(S) PAYABLE UNDER ELIGIBLE CERTIFICATE 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).



You as named in the e-Certificate Information Page ("e-CIP") agree to participate in Takaful myCl Cover and pay the Contribution into the Participant Special Account ("PSA") based on Tabarru'.

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

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

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

1. DEFINITIONS

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

- 1.1 "ACTIVITIES OF DAILY LIVING" or "ADL" are as follows:
 - (a) Transfer
 - Getting in and out of a chair without requiring physical assistance.
 - (b) Mobility
 - The ability to move from room to room without requiring any physical assistance.
 - (c) Continence
 - The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
 - (d) Dressing
 - Putting on and taking off all necessary items of clothing without requiring assistance of another person.
 - (e) Bathing / Washing
 - The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
 - (f) Eating
 - All tasks of getting food into the body once it has been prepared.
- 1.2 "AGE AT ENTRY" means the Participant's age next birthday determined from the Effective Date.
- **1.3** "ASSESSMENT PERIOD" means the period during which We will assess a condition before deciding whether or not the condition qualifies as being **Permanent**. The **Assessment Period** will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months (provided all required evidence has been submitted).
- **1.4** "CERTIFICATE" means this contract, e-CIP, any Endorsement, any annexure, and any amendment to it that is signed by Our authorized officer.
- **1.5** "CERTIFICATE ANNIVERSARY" means the anniversary of the Effective Date.
- 1.6 "CERTIFICATE YEAR" means the one (1) year period including the Effective Date and immediately following that date. Each succeeding Certificate Year is the one (1) year period from the Certificate Anniversary to the next Certificate Anniversary.
- 1.7 "CONTRIBUTION" means the regular Contribution to be paid by You as stated in the e-CIP in respect of this Certificate or in a subsequent Endorsement or notification issued by Us.
- **1.8** "COVERAGE TERM" means the total period of cover of either ten (10) years or twenty (20) years from the Effective Date as stated in the e-CIP.
- **1.9** "e-CERTIFICATE INFORMATION PAGE" or "e-CIP" means the document which contains the Participant's information and details of the Takaful coverage.
- 1.10 "EFFECTIVE DATE" means the Effective Date stated in the e-CIP on which the Participant's coverage under this Certificate has become effective.



- 1.11 "ENDORSEMENT" means written evidence of any amendment, variation or changes made to this Certificate or e-CIP.
- 1.12 "EXPIRY DATE" means the Expiry Date shown in the e-CIP on which the Participant's coverage under this Certificate has ceased accordingly.
- **1.13** "HIBAH" refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the nominee may receive the benefits payable under this **Certificate** based on **Hibah** if the nominee is a beneficiary under conditional **Hibah**.
- **1.14** "IRREVERSIBLE" means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.
- **1.15 "MEDICAL PRACTITIONER"** means a person who is qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice, but excluding a doctor, physician or surgeon who is the **Participant**.
- **1.16** "NEUROLOGIST" means a Medical Practitioner who is board certified in neurology and a Fellow of the Neurological Society in either the United Kingdom, the United States of America, Canada or Australia.
- 1.17 "PARTICIPANT" refers to the person who is covered under this Certificate as named in the e-CIP.
- **1.18** "PARTICIPANT SPECIAL ACCOUNT" or "PSA" refers to a fund established to pool portion of Contributions paid by participants on the basis of **Tabarru**' for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.
- 1.19 "PERMANENT" means expected to last throughout the lifetime of the Participant.
- 1.20 "PERMANENT NEUROLOGICAL DEFICIT WITH PERSISTING CLINICAL SYMPTOMS" means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Participant. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.
- **1.21** "QARD" refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, **We** will lend an amount of money to the **PSA** without interest if the **PSA** is in deficit.
- **1.22** "REINSTATEMENT DATE" means the date of Your application for reinstatement is approved by Us.
- **1.23** "SHARIAH" refers to Islamic laws, rulings, and teachings. In the context of this Certificate, "Shariah" shall refer to Islamic laws, rulings, and teachings applicable to Takaful business and products.
- 1.24 "SUM COVERED" means the amount of coverage in respect to the benefits provided under the e-CIP.
- **1.25** "TABARRU" means donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the **Contribution** to the **PSA** based on **Tabarru'** to help other participants. **Tabarru'** takes into effect when **You** contribute to the **PSA**.
- **1.26** "TAKAFUL" refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru'** into a common fund to provide financial assistance payable to the participants, person covered or the beneficiaries on the occurrence of pre-defined events.
- **1.27** "WAITING PERIOD" means the first thirty (30) days from the Effective Date or Reinstatement Date, whichever is the later, for Critical Illnesses other than Cancer. For Cancer, the Waiting Period means the first sixty (60) days from the Effective Date or Reinstatement Date, whichever is later.
- **1.28** "WAKALAH" refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **PSA** based on **Wakalah** and in return, **We** will receive a **Wakalah** Fee.



- 1.29 "WE", "US" or "OUR" refers to Syarikat Takaful Malaysia Keluarga Berhad.
- 1.30 "YOU" or "YOUR" means the Participant as stated in the e-CIP.

2. DESCRIPTION OF CONTRIBUTION AND CHARGES

2.1 CONTRIBUTIONS

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

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

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

2.2 WAKALAH FEE

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

3. EVENTS UPON WHICH THE BENEFITS ARE TO BE PAID

3.1 CRITICAL ILLNESS BENEFIT

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

Provided that:

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

3.2 DEFINITION OF CRITICAL ILLNESSES

3.2.1 HEART ATTACK - OF SPECIFIED SEVERITY

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

- (a) A history of typical chest pain;
- (b) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- (c) Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal



laboratory levels or Troponins recorded at the following levels or higher: Cardiac Troponin T or Cardiac Troponin I > / = 0.5 ng/ml.

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

For the above definition, the following are not covered:

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

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

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in **Permanent Neurological Deficit with Persisting Clinical Symptoms**. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a **Neurologist**. A minimum **Assessment Period** of three (3) months applies.

For the above definition, the following are not covered:

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

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

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

For the above definition, the following are not covered:

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

3.2.4 CORONARY ARTERY BY-PASS SURGERY

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

For the above definition, the following are not covered:

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

3.2.5 SERIOUS CORONARY ARTERY DISEASE

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



a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.

3.2.6 ANGIOPLASTY AND OTHER INVASIVE TREATMENTS FOR CORONARY ARTERY DISEASE

The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one (1) or more coronary arteries as shown by angiographic evidence.

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

3.2.7 CARDIOMYOPATHY - OF SPECIFIED SEVERITY

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

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

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

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

3.2.8 HEART VALVE SURGERY

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

For the above definition, the following are not covered:

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

3.2.9 SURGERY TO AORTA

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

For the above definition, the following are not covered:

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

3.2.10 PRIMARY PULMONARY ARTERIAL HYPERTENSION - OF SPECIFIED SEVERITY

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

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



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

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

3.2.11 MULTIPLE SCLEROSIS

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

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

3.2.12 ALZHEIMER'S DISEASE / SEVERE DEMENTIA

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

From the above definition, the following are not covered:

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

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

A definite diagnosis of motor neuron disease by a **Neurologist** with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be **Permanent Neurological Deficit with Persisting Clinical Symptoms**.

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

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

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

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

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

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

Encephalitis in the presence of HIV infection is not covered.

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



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

The diagnosis must be confirmed by:

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

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

3.2.17 BENIGN BRAIN TUMOR - OF SPECIFIED SEVERITY

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

- (a) It is life threatening;
- (b) It has caused damage to the brain;
- (c) It has undergone surgical removal or has caused **Permanent Neurological Deficit with Persisting Clinical Symptoms**; and
- (d) Its presence must be confirmed by a **Neurologist** or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.

The following are not covered:

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

3.2.18 BRAIN SURGERY

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

For the above definition, the following are not covered:

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

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

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

3.2.20 FULMINANT VIRAL HEPATITIS

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

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

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

3.2.21 END-STAGE LIVER FAILURE



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

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

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

3.2.22 END-STAGE LUNG DISEASE

End-stage lung disease causing chronic respiratory failure.

All of the following criteria must be met:

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

3.2.23 CHRONIC APLASTIC ANEMIA – RESULTING IN PERMANENT BONE MARROW FAILURE

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

- (a) Regular blood product transfusion;
- (b) Marrow stimulating agents;
- (c) Immunosuppressive agents; or
- (d) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

3.2.24 MUSCULAR DYSTROPHY

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

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

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

3.2.25 KIDNEY FAILURE - REQUIRING DIALYSIS OR KIDNEY TRANSPLANT

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

3.2.26 BLINDNESS - PERMANENT AND IRREVERSIBLE

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

3.2.27 DEAFNESS - PERMANENT AND IRREVERSIBLE

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

3.2.28 LOSS OF SPEECH

Total, **Permanent** and **Irreversible** loss of the ability to speak as a result of injury or illness. A minimum **Assessment Period** of six (6) months applies. Medical evidence to confirm injury or illness to the vocal



cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.

All psychiatric related causes are not covered.

3.2.29 THIRD DEGREE BURNS - OF SPECIFIED SEVERITY

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

3.2.30 MAJOR ORGAN / BONE MARROW TRANSPLANT

The receipt of a transplant of:

- (a) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- (b) One (1) of the following human organs: heart, lung, liver, kidney, pancreas that resulted from **Irreversible** end-stage failure of the relevant organ.

Other stem cell transplants are not covered.

3.2.31 PARALYSIS OF LIMBS

Total, **Permanent** and **Irreversible** loss of use of both arms or both legs, or of one (1) arm and one (1) leg, through paralysis caused by illness or injury. A minimum **Assessment Period** of six (6) months applies.

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

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, requiring the use of life support systems and resulting in a **Permanent Neurological Deficit with Persisting Clinical Symptoms**. A minimum **Assessment Period** of thirty (30) days applies. Confirmation by a **Neurologist** must be present.

The following is not covered:

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

3.2.33 SYSTEMIC LUPUS ERYTHEMATOSUS WITH SEVERE KIDNEY COMPLICATIONS

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

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

WHO Lupus Classification:

Type III - Focal Segmental glomerulonephritis

Type IV - Diffuse glomerulonephritis

Type V - Membranous glomerulonephritis

3.2.34 LOSS OF INDEPENDENT EXISTENCE

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

3.2.35 HIV INFECTION DUE TO BLOOD TRANSFUSION

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

- (a) The blood transfusion was medically necessary or given as part of a medical treatment;
- (b) The blood transfusion was received in Malaysia or Singapore after the commencement of this Annexure;



- (c) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- (d) The Participant does not suffer from hemophilia; and
- (e) **Participant** is not a member of any high risk groups including but not limited to intravenous drug users.

3.2.36 FULL-BLOWN AIDS

The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the **Participant** must have a CD4 cell count of less than two hundred (200)/µL and one (1) or more of the following criteria are met:

- (a) Weight loss of more than ten percent (10%) of body weight over a period of six (6) months or less (wasting syndrome)
- (b) Kaposi Sarcoma
- (c) Pneumocystis Carinii Pneumonia
- (d) Progressive multifocal leukoencephalopathy
- (e) Active Tuberculosis
- (f) Less than one-thousand (1000) Lymphocytes/μL
- (g) Malignant Lymphoma

3.2.37 OCCUPATIONALLY ACQUIRED HUMAN IMMUNODEFICIENCY VIRUS (HIV) INFECTION

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

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

3.2.38 TERMINAL ILLNESS

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

3.2.39 MEDULLARY CYSTIC DISEASE

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

All benefits specified above will be payable from the **PSA**.



4. EXCLUSIONS

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

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

5. GENERAL PROVISIONS

5.1 THE CONTRACT

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

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

5.2 PERIOD OF COVER

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

5.3 GEOGRAPHICAL TERRITORY

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

5.4 GRACE PERIOD

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

5.5 MISSTATEMENT OF AGE



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

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

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

5.6 MISSTATEMENT OF GENDER

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

5.7 MANAGEMENT OF FUND

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

5.8 DISTRIBUTION OF SURPLUS

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

5.9 DEFICIENCY & LOSS RECTIFICATION

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

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

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

5.10 TREATMENT OF SMALL PAYMENT AMOUNTS

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

5.11 CURRENCY OF PAYMENT

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

5.12 NOTICE

Any correspondence, notice, request or instruction required by **Us** must be in writing via electronic means or in writing by ordinary post to **Your** last known address in **Our** records.

5.13 ALTERATION

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



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

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

5.14 INCONTESTABILITY

- 5.14.1 Other than the exclusions set out in Clause 4, Clause 5.14.2 or any other provisions set out in this **Certificate** and the **e-CIP**, the validity of the **e-CIP** will be indisputable after it has been in force for more than two (2) years from the **Effective Date**.
- 5.14.2 If the **e-CIP** has been in force for a period of more than two (2) years from the **Effective Date**, it will not be voided by **Us** based on the statement(s) made or which has not been made;
 - (a) in the proposal stage;
 - (b) in a report of a doctor referee, or any other person; or
 - (c) in a document leading to the issuance of the e-CIP

that is inaccurate or false or misleading. However, the **e-CIP** may be voided if **We** are able to show that the statement was on a material matter or **You** has suppressed a Material Fact (set out in Clause 5.14.3) and that it was fraudulently made or suppressed by **You**.

5.14.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by **Us**, would have led to **Our** refusal to issue the **e-CIP** or would have led to the **e-CIP** to be issued with terms less favourable to **You**.

5.15 MISREPRESENTATION/FRAUD

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

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

5.16 REINSTATEMENT

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

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

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

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

5.17 EVIDENCE OF HEALTH

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

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

5.18 CHANGE IN RISK

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



5.19 SURRENDER

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

5.20 TERMINATION OF THIS CERTIFICATE

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

- (a) upon surrender of this Certificate by You;
- (b) upon cancellation of this **Certificate** by **You** within the Free-Look Period;
- (c) upon cancellation of this **Certificate** by **Us**;
- (d) upon non-payment of **Contribution** after the grace period;
- (e) when there is fraud or misrepresentation of material fact or false declaration/statement during application and/or claim:
- (f) upon **Your** death or TPD; or
- (g) when the **Certificate** matures or expires.

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

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

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

5.21 SANCTIONS EXCLUSION

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

- 5.21.1 any sanction, prohibition or restriction under United Nations resolutions; or
- 5.21.2 the trade or economic sanctions, laws or regulations of the:
 - 5.21.2.1 European Union;
 - 5.21.2.2 United -Kingdom;
 - 5.21.2.3 United States of America; or
 - any of the states of the above countries; or
- 5.21.3 any other locally applicable laws or regulations.

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

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

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

5.23 LEGAL PROCEEDINGS

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



5.24 TAX

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 this **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 **Contributions** and other charges.

5.25 PERSONAL DATA PROTECTION ACT 2010

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

You have expressly consented for **Your** Personal Data to be collected and processed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

5.26 APPLICABLE LAW

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

5.27 CUSTOMER SERVICE CHARTER

You may visit Our website to know more about Our Customer Service Charter.



CERTIFICATE INFORMATION STATEMENT

1. FREE-LOOK PERIOD

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

2. PROOF OF AGE

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

3. NOMINATION

- (a) You may nominate any natural person to receive benefits payable upon Your death, either as an executor or as a beneficiary under a conditional **Hibah**. You may revoke any such nomination and/or to name another nominee(s) with written notification duly received and registered by **Us**.
- (b) If **You** have nominated more than one (1) nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of **Your** death in equal shares unless otherwise specified by **You**; and such payment shall be deemed as a valid discharge of **Our** liability under this **Certificate**.
- (c) Upon death of any nominee after **Your** death but prior to any payment of the benefits, **We** shall pay the benefits to:
 - (i) **Your** estate if the nominee is an executor; or
 - (ii) the estate of the deceased nominee if the nominee is a beneficiary under conditional **Hibah**.
- (d) If there is no effective nomination in force upon **Your** death, the benefits payable may be paid to **Your** lawful executor or administrator of estate. If there is no lawful executor or administrator of 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 of estate in accordance with the court order received by **Us** subsequently.

4. CHANGE OF ADDRESS

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

5. FACILITIES OF PAYING CONTRIBUTION

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

6. CASH SURRENDER

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

7. INQUIRIES / COMPLAINTS HANDLING

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

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Keluarga Berhad [198401019089 (131646-K)] 14th 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

Email: csu@takaful-malaysia.com.my Website: takaful-malaysia.com.my

8. AVENUE OF CLAIM APPEAL

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

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

Ombudsman for Financial Services [200401025885 (664393-P)]

14th Floor, Main Block, Menara Takaful Malaysia, No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel: 603 2272 2811 Fax: 603 2272 1577

Email: enquiry@ofs.org.my
Website: www.ofs.org.my

BNM Laman Informasi Nasihat dan Khidmat (LINK)

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

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

Fax: 03-2174 1515

Email: bnmtelelink@bnm.gov.my



CLAIM GUIDELINES AND PROCEDURES

1. NOTICE OF CLAIM

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

2. PROOF OF CLAIM

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

3. CERTIFICATE, INFORMATION AND EVIDENCE

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

4. PAYMENT OF CLAIM

Before **We** make any payment under this **Certificate**, **We** shall deduct any amount owed to **Us**. Such payment, if any, will be payable to **You** / **Your** nominee / **Your** lawful executor or administrator of estate according to the terms and conditions of this **Certificate**. After **We** have made the payment, **Our** responsibility will be fully discharged.

We reserve the right to repudiate a claim where We are not satisfied with the evidence available to the circumstance of the loss.

If any claim is fraudulent or of any fraudulent means, including false declaration or statement, inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain benefits under this **Certificate**, **We** will not pay the claim and all cover under this **Certificate** will be forfeited.

5. TERMS AND CONDITIONS

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

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

Critical Illness Claim

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