



**EXTRACTS OF  
MASTER CERTIFICATE FOR  
TAKAFUL *myMortgage***



This document is mainly highlighting some specific provisions in the Master Certificate. Therefore, it is not exhaustive and should not be viewed as the complete terms and condition. In the event of any discrepancy between this document and the Master Certificate, the later should always prevail in all events.

## 1. GENERAL DEFINITIONS

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 **"AGE AT ENTRY"** means the Person Covered's age next birthday as determined on the Effective Date.
- 1.2 **"ATTAINED AGE"** means the Person Covered's Age at Entry plus the number of Individual Certificate Year from the Effective Date.
- 1.3 **"COMMENCEMENT DATE"** means the Commencement Date as stated in the MCIP on which the Master Certificate's coverage has become effective.
- 1.4 **"EFFECTIVE DATE"** means the first day of the period of Takaful on which coverage of the Person Covered has become effective as stated in the Individual Certificate Information Page.
- 1.5 **"ENDORSEMENT"** means written evidence of any amendment, variation or changes made to this Master Certificate.
- 1.6 **"HIBAH"** refers to a transfer of ownership of an asset from a donor to a recipient(s) without any consideration. Under this Master Certificate, the nominee(s) may receive the benefits payable under this Master Certificate based on Hibah if the nominee(s) is / are a beneficiary(ies) under conditional Hibah.
- 1.7 **"INDIVIDUAL CERTIFICATE ANNIVERSARY"** means the anniversary of the Effective Date of the Person Covered.
- 1.8 **"INDIVIDUAL CERTIFICATE INFORMATION PAGE"** or **"INDIVIDUAL CIP"** means the document which contains the Person Covered's information and details of the Takaful coverage.
- 1.9 **"INDIVIDUAL CERTIFICATE YEAR"** means the one (1) year period which starts on the Effective Date or any Individual Certificate Anniversary and ends on the day before the following Individual Certificate Anniversary.
- 1.10 **"MASTER CERTIFICATE"** means this contract, MCIP, Individual CIP, any Endorsement, any annexure, and any amendment to it that is signed by Our authorised officer.
- 1.11 **"MASTER CERTIFICATE OWNER"** means a financial institution to which this Master Certificate has been issued in respect of coverage provided to the Person Covered under this Master Certificate.
- 1.12 **"MATURITY / EXPIRY DATE"** means the Individual Certificate Anniversary date on which coverage of the Person Covered has ceased on the Maturity / Expiry Date shown in the Individual CIP.
- 1.13 **"NET SUM COVERED"** refers to the amount (if any) by which the Sum Covered exceeds any balance of the PA at the underlying date.
- 1.14 **"PARTICIPANT'S ACCOUNT"** or **"PA"** refers to a fund established for the purpose of investment into which the Single Contribution will be credited. This fund is individually owned by the Person Covered.



- 1.15 **“PARTICIPANT’S SPECIAL ACCOUNT”** or **“PSA”** refers to a fund established to pool portion of contributions paid by participants, through deduction from the PA, on the basis of Tabarru’ for the purpose of meeting claims associated with events or risks specified in this Master Certificate. This fund is collectively owned by the pool of participants.
- 1.16 **“PERMISSIBLE TAKAFUL INTEREST”** means a concept that describes the relationship or interest between You and the Person Covered; where a loss of the Person Covered will result in Your financial loss.
- 1.17 **“PERSON COVERED”** refers to the person who is covered under this Master Certificate as named in the Individual CIP.
- 1.18 **“SINGLE CONTRIBUTION”** refers to the amount payable by the Person Covered under this Master Certificate as stated in the Individual CIP.
- 1.19 **“SUM COVERED”** refers to the amount of coverage with respect to a covered benefit provided to a Person Covered. Sum Covered in the first certificate month of every Individual Certificate Year is shown under the ‘Table of Sum Covered’ in the Individual CIP. Sum Covered in any other certificate months will be determined by Us according to the Terms of Participation, Financing Profit Rate and Interim Period (if any) as stated in the Individual CIP. Sum Covered is constant within any certificate month. A certificate month commences on the same day of the Effective Date of a month and continues up to and including the day before the same day of the next month.
- 1.20 **“TABARRU”** means a donation for charitable purposes. Under this Master Certificate, You donate a portion of the Single Contribution to the PSA based on Tabarru’ to help other participants. Tabarru’ takes into effect when You contribute to the PSA.
- 1.21 **“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(s) or the beneficiaries on the occurrence of pre-defined events.
- 1.22 **“TOTAL AND PERMANENT DISABILITY”** or **“TPD”** refers to a state of incapacity arising from any one (1) of the following conditions:
- (i) For a gainfully employed Person Covered, a disability caused by injury or disease which totally and permanently prevents the Person Covered from performing his normal activities that is, engaging in any business, occupation, profession or performing any work, for wages, compensation or profit. Such disability must continue uninterrupted for a period of six (6) months and verified by Our appointed medical practitioner;
  - (ii) For a non-gainfully employed Person Covered, a disability caused by injury or disease which will require the Person Covered, for the remainder of his natural life, to be subjected to constant medical care and attention and to be confined to a home, to a hospital or to a similar institution. Such disability must continue uninterrupted for a period of six (6) months and verified by Our appointed medical practitioner; or
  - (iii) Upon occurrence of any of the following to the Person Covered:
    - (a) Total and irrecoverable loss of sight of both eyes;
    - (b) Total and irrecoverable loss of use of two (2) limbs at or above the wrist or ankle; or
    - (c) Total and irrecoverable loss of sight of one (1) eye and loss of use of one (1) limb at or above the wrist or ankle.

For avoidance of doubt, a Person Covered is considered “Gainfully Employed” if he is working for others or being self-employed either on full time or part time basis, for wages, compensation or profit. In



addition, any Person Covered whose age next birthday on the date of TPD occurrence is below eighteen (18) years shall be considered as non-gainfully employed Person Covered.

- 1.23 **“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 Master Certificate, You authorize Us to manage the PA and PSA based on Wakalah and in return, We will receive a Wakalah fee.
- 1.24 **“WE”, “US” or “OUR”** refers to Syarikat Takaful Malaysia Keluarga Berhad.
- 1.25 **“YOU” or “YOUR”** refers to the Master Certificate Owner or the Grantee of this Master Certificate as stated in the MCIP.

## 2. GENERAL PROVISIONS

### 2.1 GEOGRAPHICAL TERRITORY

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

### 2.2 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 or the Person Covered’s last known address in Our records.

### 2.3 INCONTESTABILITY

2.3.1 Other than the exclusions set out in Clause 6, Clause 2.3.2 or any other provisions set out in this Master Certificate, the validity of this Master Certificate or the Individual CIP will be indisputable after it has been in force for more than two (2) years from the Commencement Date or the Effective Date, whichever applicable.

2.3.2 If this Master Certificate or the Individual CIP has been in force for a period of more than two (2) years from the Commencement Date or the Effective Date, whichever applicable, 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 this Master Certificate or the Individual CIP that is inaccurate or false or misleading. However, this Master Certificate or the Individual CIP may be voided if We are able to show that the statement was on a material matter or You or the Person Covered has suppressed a Material Fact (set out in Clause 2.3.3) and that it was fraudulently made or suppressed by You or the Person Covered.

2.3.3 For clarification purpose, "Material Fact" means a matter of fact which, if known by Us, would have led to Our refusal to issue this Master Certificate or the Individual CIP or would have led to this Master Certificate or the Individual CIP to be issued with terms less favourable to You or the Person Covered.

### 2.4 MISREPRESENTATION/FRAUD

In the event of a misrepresentation by You or the Person Covered where this Master Certificate or the Individual 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:

- 2.4.1 this Master Certificate or the Individual CIP being voided and all claims refused;
- 2.4.2 a variation of terms of this Master Certificate or the Individual CIP;
- 2.4.3 a change in the contribution amount; or



2.4.4 any other options that are appropriate based on the misrepresentation.

## 2.5 TERMINATION ON THE COVERAGE OF PERSON COVERED

The coverage on any Person Covered will automatically terminate;

2.5.1 upon surrender of the Individual CIP by the Person Covered;

2.5.2 upon cancellation of the Individual CIP;

2.5.3 when there is fraud or misrepresentation of material fact or false declaration / statement during application and/or claim;

2.5.4 upon death of the Person Covered;

2.5.5 upon claim admission of TPD of the Person Covered; or

2.5.6 when the Individual CIP expires;

and we will not refund You or the Person Covered 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 or the Person Covered without profit.

## 2.6 SANCTIONS EXCLUSION

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

2.6.1 any sanction, prohibition or restriction under United Nations resolutions;

2.6.2 the trade or economic sanctions, laws or regulations of the:

2.6.2.1 European Union;

2.6.2.2 United Kingdom;

2.6.2.3 United States of America; or

any of the states of the above countries; or

2.6.3 any other locally applicable laws or regulations.

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

## 2.7 RIGHT TO TERMINATE DUE TO ANTI –MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

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

## 2.8 PERSONAL DATA PROTECTION ACT 2010

You or the Person Covered may make inquiries or request for access to or correction of Your or the Person Covered's Personal Data or limit the processing of Your or the Person Covered's Personal Data at any time by submitting such inquiry or request to Us via email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). We will retain Your or the Person Covered's 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 and the Person Covered has expressly consented for Your or the Person Covered's Personal Data to be collected and processed by Us for the purposes and in accordance with Our Privacy Notice as published on Our website.



**2.9 APPLICABLE LAW**

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

**2.10 CUSTOMER SERVICE CHARTER**

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



### 3. DESCRIPTION OF CONTRIBUTIONS AND CHARGES

#### 3.1 PAYMENT OF CONTRIBUTION

The Single Contribution for Takaful coverage on any Person Covered will be payable in one (1) lump sum by the Person Covered or financed as part of the financing amount on which will be deemed as payment made by You. The Single Contribution payable will be credited to the PA, subject to the deduction of Wakalah fee as specified in Clause 3.2.1.

#### 3.2 FEES AND CHARGES

##### 3.2.1 WAKALAH FEE

3.2.1.1 The Wakalah fee will be deducted upfront upon payment of the Single Contribution.

3.2.1.2 The Wakalah fee amount is shown in the Individual CIP.

##### 3.2.2 TABARRU'

3.2.2.1 Tabarru' in respect of the Takaful coverage on any Person Covered will be deducted from the PA on the Effective Date and on each monthly anniversary thereafter and credited into the PSA.

3.2.2.2 Tabarru' will vary according to:

- (a) Tabarru' rate at the Attained Age and gender of the Person Covered; and
- (b) Net Sum Covered.

3.2.2.3 If the Person Covered is medically impaired and/or has a hazardous job or activity, extra Tabarru' may be charged. The decision to impose the extra Tabarru' will be decided only at the Effective Date.

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

### 4. OPTION

#### 4.1 SURRENDER

The Person Covered may request to surrender his Takaful coverage after full settlement of the financing amount subject to Your approval of such request. The balance of the PA (if any) on the effective date of surrender, after deduction of surrender and other charges, will be payable. The Person Covered's coverage will then cease immediately.

Surrendering the Takaful coverage on any Person Covered will not have any adverse effect on any claim made before the effective date of surrender.



## 5. EVENTS UPON WHICH THE BENEFITS ARE TO BE PAID

While this Master Certificate and the corresponding Individual CIP are in force and subject to the terms and conditions, We will pay the following benefits, upon occurrence of the following events prior to the Expiry Date:

### 5.1 DEATH

Upon death of the Person Covered,

5.1.1 We will pay to You, the higher of the Sum Covered or any balance of the PA at the date of death.

5.1.2 However, if the Person Covered's outstanding financing amount at the date of death is less than the amount in 5.1.1, the difference will be payable to the named nominee. If there is no named nominee, the payment will be paid according to the relevant law.

Provided that We receive the notification of death accompanied by the documentary evidence of death. This benefit is payable from the PA and the PSA (in the event the Sum Covered is higher than the balance of the PA).

### 5.2 TOTAL AND PERMANENT DISABILITY

If the Person Covered suffers TPD prior to the Individual Certificate Anniversary on which he attains the age of sixty-five (65) years next birthday,

5.2.1 We will pay to You, the higher of the Sum Covered or any balance of the PA at the admission date of TPD claim.

5.2.2 However, if the Person Covered's outstanding financing at the admission date of TPD claim is less than the amount in 5.2.1, the difference will be payable to the Person Covered.

Provided that We receive satisfactory proof of TPD on the Person Covered.

This benefit is payable from the PA and the PSA (in the event the Sum Covered is higher than the balance of the PA).

### 5.3 FUNERAL EXPENSES

Upon death of the Person Covered, We will pay the Funeral Expenses in respect of the Person Covered, if applicable, as shown in the Individual CIP, in addition to the applicable death benefit payable under Clause 5.1 above.

Provided that We receive the notification of death accompanied by the documentary evidence of death. This benefit will be payable from the PSA.

### 5.4 MATURITY

On the Maturity/Expiry Date, We will pay the Person Covered a lump sum amount equivalent to:

5.4.1 the final distribution amount of PA investment profit, if any, and

5.4.2 any balance of the PA.



## 6. EXCLUSIONS

### 6.1 DEATH

We will not be liable to pay any benefit under this Master Certificate for death of any Person Covered due to suicide, while sane or insane, within the first (1) year from the Effective Date. Under such circumstances, the Individual Certificate shall be rendered void.

### 6.2 TOTAL AND PERMANENT DISABILITY

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

- 6.2.1 attempted suicide or self-inflicted injuries, while sane or insane;
- 6.2.2 aviation, gliding or any other form of aerial flight other than as a pilot, cabin crew or fare paying passenger of a recognised airline or charter service;
- 6.2.3 war (whether war be declared or not), revolution or any war like operation;
- 6.2.4 any violation of law by the Person Covered or any assault or felony as committed, attempted or provoked by him;
- 6.2.5 while under the influence of alcohol, narcotics, or mind altering substance; or
- 6.2.6 Acquired Immunodeficiency Syndrome (AIDS), infection by Human Immunodeficiency Virus (HIV) or related conditions.



**CERTIFICATE INFORMATION STATEMENT FOR TAKAFUL *myBiz* Financing**

**1. FREE-LOOK PERIOD**

If the Person Covered is not satisfied with the Individual CIP for any reason, the Person Covered may write to Us within fifteen (15) days from the date of delivery of the Individual CIP with Your approval of such request. We will process the cancellation of the coverage of the Person Covered and refund You or the Person Covered the Single Contribution paid, which is inclusive of the Wakalah fee, less any expenses incurred for medical examination in relation to the issuance of the coverage in the Individual CIP.

The Person Covered's coverage will then cease and You or the Person Covered will not be able to claim any benefit under the Master Certificate.

**2. PROOF OF AGE**

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

**3. NOMINATION**

3.1 The Person Covered who is eighteen (18) years and above may nominate any natural person to receive benefits payable in the event of his death, either as an executor or as a beneficiary under a conditional Hibah. Such nomination shall be witnessed by a person other than the nominee himself and who is of sound mind and has attained the age of eighteen (18) years.

3.2 The Person Covered may from time to time revoke any such nomination(s) and/or to name another nominee(s) with written notification duly received and registered by Us.

3.3 If the Person Covered has nominated more than one (1) nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of the Person Covered's death in equal shares unless otherwise specified by the Person Covered; and such payment shall be deemed as a valid discharge of Our liability with respect to the Person Covered under this Master Certificate.

3.4 Upon death of any nominee after the Person Covered's death but prior to any payment of the benefits, We shall pay the benefits to:

3.4.1 the estate of the Person Covered if the nominee is an executor; or

3.4.2 the estate of the deceased nominee if the nominee is a beneficiary under conditional Hibah.

If there is no effective nomination in force upon death of the Person Covered, the benefits payable may be paid to the lawful executor or administrator of the Person Covered's estate. If there is no lawful executor or administrator of the Person Covered's estate at the time of payment of the benefits, We may pay to a proper claimant up to the maximum amount allowable under the Laws of Malaysia, and the balance, if any, will be paid to the person named as the lawful executor or administrator of the Person Covered's estate in accordance with the court order received by Us subsequently.

**4. CHANGE OF ADDRESS**

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

**5. CASH SURRENDER**

When any Individual CIP has a surrender value, the Person Covered may surrender it with Your approval of such request for its cash value, less any surrender and other charges. Please consider carefully as You or the Person Covered will make a loss of certain benefits should You or the Person Covered surrender



the Individual CIP. Please contact Us immediately if You or the Person Covered are approached by someone encouraging to surrender any of the Individual CIP.

## 6. INQUIRIES / COMPLAINTS HANDLING

If You or the Person Covered have any inquiry or complaint pertaining to any matter related to Your Master Certificate, please refer to Our Customer Service Unit (CSU) at:

### **Customer Service Unit (CSU)**

Syarikat Takaful Malaysia Keluarga Berhad [198401019089 (131646-K)]  
14<sup>th</sup> 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](mailto:csu@takaful-malaysia.com.my)

Website: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

## 7. AVENUE OF CLAIM APPEAL

If You or the Person Covered need further clarification or 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](mailto: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 or the Person Covered's appeal has been decided / concluded by Us.

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

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

14<sup>th</sup> 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](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://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](mailto:bnmtelelink@bnm.gov.my)



## CLAIM GUIDELINES AND PROCEDURES

### 1. NOTICE OF CLAIM

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

### 2. PROOF OF CLAIM

Satisfactory proof of the claim together with fully completed claim forms furnished by Us must be submitted to Us within one (1) year from the date of occurrence or commencement of the claim.

### 3. CERTIFICATE, INFORMATION AND EVIDENCE

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

### 4. PAYMENT OF CLAIM

Before We make any payment under this Master Certificate, We shall deduct any amount owed to Us. Such payment, if any, will be payable to You and/or the Person Covered (if living) or to the named nominee according to the terms and conditions of this Master 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 validate either:

- 4.1 The existence of Permissible Takaful Interest between You and the Person Covered under this Master Certificate; or
- 4.2 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 Master Certificate, We will not pay the claim and all cover under this Master Certificate will be forfeited.

### 5. TERMS AND CONDITIONS

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

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

#### **Death Claim (including Funeral Expenses, if applicable)**

- (a) Claim form
- (b) Copy of death certificate of deceased
- (c) Copy of burial permit
- (d) Copy of identity card of claimant
- (e) Police report if death due to accidental cause



- (f) Copy of proof of relationship
- (g) Original copy of Individual CIP

**Total and Permanent Disability Claim**

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