

**You** as named in the **E-Certificate** agree to participate in this Takaful myFlexi PA and pay 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.

**You** also agree that a portion of distributable surplus arising from the **GTF** will be distributed to eligible participants and a portion of the distributable surplus will be received by **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**.

## PART A: GENERAL 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 causes, be the sole cause of bodily injury. 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.
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. **“Approved Covid-19 Vaccine”** means **Covid-19** vaccines, which have been approved by the National Pharmaceutical Regulatory Agency (NPRA) of Malaysia or local health authorities, and prescribed by a **Medical Practitioner** in Malaysia and administered in any **Hospital**. For the avoidance of doubt, vaccinations of **Approved Covid-19 Vaccine** performed at **Offsite Location** in Malaysia, but with the supervision of a **Medical Practitioner(s)**, are also accepted.
4. **“Benefit”** means the respective benefit and **Sum Covered** as stated in **Your E-Certificate** and/or any **Endorsement(s)**. All the **Benefits** which are payable under this **Certificate** will be issued from the **GTF**.
5. **“Bicycle”** refers to any bicycle powered by 100% human pedalling belongs to **You** and purchased by **You** directly from the bicycle’s manufacturer / authorised distributor / store including its fixed accessories (i.e. equipment added and fixed to the bicycle in addition to the manufacturer’s original specifications and the value of which is included in the value of **Your Bicycle** as declared by **You**) and removable parts. The age of the **Bicycle** and its accessories must not more than five (5) years old throughout the **Period of Takaful**, including renewal. For avoidance of doubt, the definition does not include any bicycle previously owned by someone else and purchased by **You**.
6. **“Bodily Injury”** means bodily injury solely caused by **Accident**, occurring whilst the coverage of the **Person Covered** under this **Certificate** is in force.
7. **“Child”** refers to **Your** unmarried biological/legally adopted/step **Child** who has attained the age of thirty (30) days but not exceeding nineteen (19) years on **Effective Date** and financially dependent upon **You**. For a **Child** who is registered as a full-time student at a recognised educational institution and is not gainfully employed, the maximum allowable age will be twenty-three (23) years on **Effective Date**. Maximum number of **Child** covered under the **Certificate** (where applicable) is three (3) persons.
8. **“Certificate”** means this **Certificate**, **E-Certificate**, any **Endorsement**, and any amendment to it issued by **Us**.
9. **“Certificate Anniversary”** means the anniversary of the **Effective Date**.
10. **“Certificate Year”** means the one (1) year period, including the **Effective Date** and **Expiry Date** stated in **Your E-Certificate**. Each succeeding **Certificate Year** is the one (1) year period from the **Certificate Anniversary** to the next **Certificate Anniversary**.
11. **“Contribution”** refers to the amount payable by **You** as stated in the **E-Certificate** or in any subsequent **Endorsement** issued by **Us**.

12. **“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).
13. **“E-Certificate”** refers to the document as issued to **You** which contains details of the **Takaful** coverage provided to **You** under this **Certificate**.
14. **“Effective Date”** refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under this **Certificate** has become effective as stated in the **E-Certificate** or in any subsequent **Endorsement** issued by **Us**.
15. **“Endorsement”** means written evidence of any amendment, variation or changes made to **Your Certificate**.
16. **“Excess”** means the amount **You** must pay towards a claim as specified in the **E-Certificate** before your claim under the **Certificate** is payable.
17. **“Expiry Date”** means the last day of a **Period of Takaful** in which the **Takaful** coverage is provided to the **Person Covered** under this **Certificate** which terminates at 11.59 p.m. of that day.
18. **“Family”** refers to **Your Spouse** as named in the **E-Certificate** and **Your Child**.
19. **“General Takaful Fund”** or **“GTF”** refers to a fund established to pool a portion of contributions paid by participants, based on **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.
20. **“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**.
21. **“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 Medical Practitioner; 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.
22. **“Hospitalised/Hospitalisation”** means admission for more than twenty-four (24) hours to a **Hospital** as a registered in-patient for medically necessary treatments due to a **Bodily Injury** and upon recommendation of a **Medical Practitioner**. A patient shall not be considered as an in-patient if the he does not physically stay in the **Hospital** for the whole period of the confinement.
23. **“House”** refers to the **House** owned by the **Person Covered** or the **House** which he is renting and residing inside that **House** throughout the **Period of Takaful**.
24. **“Intensive Care Unit”** or **“ICU”** means a place in a **Hospital** for the acutely ill, providing extra services and equipment, prescribed by the **Medical Practitioner** and billed as a specific charge by the **Hospital**.
25. **“Juálah”** 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.
26. **“Loss of Hearing”** means total, permanent and irrecoverable loss of hearing as a result of **Bodily Injury** to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in one (1) 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.
27. **“Loss of Limb”** means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or total and permanent loss of use of an entire hand, arm, foot or leg.

28. **“Loss of Sight”** means total and irrecoverable loss of eyesight rendering the **Person Covered** legally blind and beyond remedy by surgical or other treatment.
29. **“Loss of Speech”** means permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four 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.
30. **“Major Burns”** refers to third degree burn and above which result in the destruction of both the epidermis (the outer layers of the skin) and dermis (the layers of the skin that contain hair follicles, nerve endings, sweat and sebaceous glands), that can also affect deeper tissues, as diagnosed 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, but excluding a doctor, physician or surgeon who is the **Person Covered** himself.
32. **“Motor Vehicle”** refers to the private car owned by the **Person Covered**. The **Motor Vehicle** must have a valid road tax and insurance/takaful coverage throughout the **Period of Takaful**.
33. **“Nominee”** means the person(s) that **You** have nominated to receive the **Takaful Benefits** payable under this **Certificate** upon **Your** death. The nomination must be registered with **Us**.
34. **“Offsite Location”** means any location outside/not operated by a **Hospital**.
35. **“Participant”** means the person named in the **E-Certificate** as a **Participant** who is eligible to participate in Takaful myFlexi PA and has full rights on the **Certificate**.
36. **“Period of Takaful”** in respect of any **Person Covered** means the one (1) calendar year commencing on the **Effective Date** as stated in the **E-Certificate**. Each succeeding **Period of Takaful** is the one (1) year period from the **Certificate Anniversary** to the next **Certificate Anniversary**.
37. **“Permanent Disablement”** means the conditions which are described under the Scale of Indemnity. Such condition must continue uninterrupted for a continuous period of six (6) months and verified by the **Medical Practitioner** to be beyond hope of recovery.
38. **“Person Covered”** means the person who is covered under this **Certificate** including **You** as a **Participant**, **Your Spouse** and **Your Child**, where applicable.
39. **“Personal Effects”** refers to hand-carried bags, wallets or purses which are in the **Person Covered**’s possession together with the contents therein and/or valuables or jewellery worn by the **Person Covered**.
40. **“Plan”** refers to type of plan selected by the **Person Covered** and as stated in the **E-Certificate**.
41. **“Pre-Existing Condition”** means disabilities that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of this **Takaful** coverage. 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; and/or
  - d) its existence would have been apparent to a reasonable person in the circumstances.
42. **“Principal Sum Covered”** means the original **Sum Covered** for Death or Permanent Disablement **Benefits** at first inception of the **Certificate** as stipulated in the **E-Certificate**, excluding **Renewal Bonus** if any.
43. **“Public Transport”** means any scheduled bus, taxi, e-hailing vehicle (four-wheel), coach, airport limousine, ferry, ship, train, tram, or flight which is duly licensed for the transportation of fare-paying passengers.
44. **“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.

45. **“Renewal Bonus”** refers to additional **Sum Covered** for Death and Permanent Disablement **Benefits** which shall be increased by ten percent (10%) per year of the **Principal Sum Covered** upon each **Certificate Anniversary** provided:

- a) the **Certificate** is renewed continuously from the **Expiry Date** of the previous expiring **Certificate Year** without break; and
- b) no claim has been made by all the **Person Covered** during the previous **Certificate Year**.

If a claim occurs in any interval, the **Renewal Bonus** will not be computed at the end of that **Certificate Year** and the **Sum Covered** for the next **Certificate Year** will revert to the **Principal Sum Covered**. **Renewal Bonus** will apply again at the end of every **Certificate Year** provided no claim has been made during the previous **Certificate Year**.

If a claim for the coverage under the previous expiring **Certificate Year** is submitted after the **Renewal Bonus** has been granted, the **Renewal Bonus** will be forfeited upon the approval of such claim.

Below are the examples of the calculation for the **Renewal Bonus** if the **Principal Sum Covered** is Ringgit Malaysia One Hundred Thousand (RM100,000):

<b>Certificate Year (CY)</b>	<b>Any claim made?</b>	<b>Qualify for Renewal Bonus?</b>	<b>Percentage of the Principal Sum Covered + Renewal Bonus (%)</b>	<b>The Revised Sum Covered</b>
1	No	Yes	100 + 10	RM110,000 for CY2
2	No	Yes	100 + 20	RM120,000 for CY3
3	Yes	No	100	RM100,000 for CY4
4	No	Yes	100 + 10	RM110,000 for CY5
5	No	Yes	100 + 20	RM120,000 for CY6
6	No	Yes	100 + 30	RM130,000 for CY7
7	No	Yes	100 + 40	RM140,000 for CY8
8	No	Yes	100 + 50	RM150,000 for CY9
9	No	No	100 + 50	RM150,000 for CY10

46. **“Robbery”** refers to the act or attempt of taking something of value from the **Person Covered** illegally by force, threat of force, intimidation or fear, and with the intent to permanently deprive the **Person Covered** of that something of value.

47. **“Snatch Theft”** refers to the act of taking **Personal Effects** from the **Person Covered** illegally by abrupt force and fleeing from the scene with the intention of permanently depriving the **Person Covered** of that Personal Effects; such act must have happened to the **Person Covered** on a public walkway, on **Public Transport** or at a public place outside the building of the **Person Covered**’s place of residence or work.

48. **“Spouse”** means **Your** legally married **Spouse** named in the **E-Certificate** and must be a Malaysian or permanent resident of Malaysia, age between eighteen (18) to sixty-five (65) years old on the first **Certificate Year Effective Date** or up to seventy-four (74) years old on the **Effective Date** of the subsequent **Certificate Year**.

49. **“Sum Covered”** means the maximum amount of coverage in respect of the **Benefits** of **Your** selected **Plan** as stated in **Your E-Certificate** per **Accident** or per event and in aggregate per **Period of Takaful**.

50. **“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**.

51. **“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, or the beneficiary on the occurrence of pre-defined events.



52. **“Total and Permanent Disablement” or “TPD”** refers to any of the following listed conditions suffered by the **Person Covered** as a result of a **Bodily Injury**:
- total paralysis of whole body;
  - amputation of two limbs at or above wrist or ankle;
  - total paralysis of two limbs; and/or
  - total and irrevocable loss of the sight of one eye and loss by severance of one (1) limb at or above wrist or ankle.
- Such condition must continue uninterrupted for a period of six (6) months and certified by the **Medical Practitioner** to be beyond hope of recovery.
53. **“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 imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.
54. **“We”, “Us”, or “Our”** refers to Syarikat Takaful Malaysia Am Berhad [Registration No.: 201701032316 (1246486-D)].
55. **“You”, “Your”, or “Yourself”** refers to the **Participant** as named in the **E-Certificate**.

## PART B: BENEFITS

While this **Certificate** is in force and subject to its conditions, exclusions and limitations, upon receipt and approval of due proof such as original bills, receipts and/or other evidence satisfactory to **Us**, **We** will provide the covered **Benefits** based on **Your** selected **Plan** and up to the **Sum Covered** stated in **Your E-Certificate**.

**Primary Benefits** refer to the basic coverage provided to **You** and all the **Person Covered** (where applicable) under the **Certificate** where:

- All the **Benefits** and **Sum Covered** for **Spouse** are the same as **Participant**; and/or
- Your Child** (if covered under the **Certificate**) is entitled for twenty-five percent (25%) of the **Participant’s Sum Covered** under the **Primary Benefits** except for **Primary Benefits** no. 3, 4, 6 and 7 which are not entitled for **Your Child**.

### 1. Death

**We** will pay the **Sum Covered** if the **Person Covered** sustains **Bodily Injury** which resulted in death within twelve (12) months from the date of **Accident**.

### 2. Permanent Disablement

**We** will pay the percentage of the **Sum Covered** as stated in the Scale of Indemnity if the **Person Covered** sustains **Bodily Injury** which resulted in Permanent Disablement within twelve (12) months from the date of **Accident**.

### 3. Renewal Bonus

The **Sum Covered** for Death and Permanent Disablement **Benefits** shall be increased by ten percent (10%) of the **Principal Sum Covered** upon each **Certificate Anniversary** provided:

- the **Certificate** is renewed continuously from the previous expiring **Certificate Year** without break; and
- no claim has been made by all the **Person Covered** during the previous **Certificate Year**.

### 4. Double Indemnity

**We** will pay the **Sum Covered** in addition to **Primary Benefits no. 1 or 2** if the **Person Covered** sustains Death or **Total and Permanent Disablement** as a result of a **Bodily Injury** whilst travelling as a fare-paying passenger in any **Public Transport** which has the permit to operate and is duly licensed by the relevant authorities, happening within twelve (12) months from the date of **Accident**.

### 5. Medical Expenses

**We** will reimburse up to the **Sum Covered** if the **Person Covered** sustains **Bodily Injury** requiring medical treatment(s) provided that the first medical expense is incurred within fourteen (14) days from the date of **Accident** and the subsequent medical expenses are incurred not more than twelve (12) months from the date of **Accident**. Such medical treatment(s) must be provided by a **Medical Practitioner**.

The **Medical Expenses** shall exclude medical report fee and/or other non-medical nature, such as lodger, television, telephones, broadband services, radios or similar facilities, admission kit/pack, and other ineligible non-medical items.

**a) Alternative Medical Treatment** (per day, up to five (5) days)

**We** will reimburse up to the **Sum Covered** if the **Person Covered** sustains **Bodily Injury** requiring alternative medical treatment including costs of medication incurred. Alternative medical treatment shall mean treatment from a registered traditional medical practitioner, osteopath, physiotherapist and/or a chiropractor provided that the first medical treatment is sought from a **Medical Practitioner** prior to the alternative medical treatment.

**b) Covid-19 Hospitalisation Expenses**

It is hereby declared and agreed that **We** will reimburse the medically necessary **Hospital** charges incurred up to the **Sum Covered** if the **Person Covered** is **Hospitalised** due to **Covid-19**. **We** shall not be liable in respect of any claims for or directly or indirectly caused by any of the following:

- (i) **Pre-existing Condition**, or **Covid-19** infection that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of this **Certificate**, but this is not applicable if the **Person Covered** has fully recovered from **Covid-19** and no longer receive treatment anymore prior to the **Effective Date** of this **Certificate**; or
- (ii) The **Person Covered** is not fully vaccinated with the **Approved Covid-19 Vaccine**, except for **Child** who is age less than eighteen (18) years old.

**6. Daily Hospital Allowance**

**We** will pay the **Sum Covered** if the **Person Covered** is **Hospitalised** up to a maximum of thirty (30) days provided that **Hospitalisation** is within twelve (12) months from the date of **Accident**.

**7. Daily ICU Allowance**

**We** will pay the **Sum Covered** if the **Person Covered** is **Hospitalised** in an **ICU** for at least six (6) consecutive hours and up to a maximum of ten (10) days provided that **Hospitalisation** is within twelve (12) months from the date of **Accident**.

**8. Repatriation Expenses**

**We** will reimburse up to the **Sum Covered** following accidental death to the **Person Covered** whilst he was outside his normal place of domicile or residence and incurred repatriation expenses to bring back the deceased's mortal remains or ashes to his normal place of domicile or residence, provided the claim is payable under Death **Benefit** of **Primary Benefits**.

**9. Funeral Allowance**

**We** will pay the **Sum Covered** in the event of accidental death resulted from a **Bodily Injury** to the **Person Covered**, provided the claim is payable under Death **Benefit** of **Primary Benefits**.

**10. Badal Hajj**

**We** will pay the **Sum Covered** in the event of accidental death resulted from a **Bodily Injury** to the **Person Covered** which prevent the Muslim **Person Covered** from ever performing Hajj. For Non-Muslim **Person Covered**, this **Benefit** will be provided to **You** as a compassionate allowance, provided the claim is payable under Death **Benefit** of **Primary Benefits**.

**11. Orthopaedic Equipment**

**We** will reimburse up to the **Sum Covered** for the purchase costs of orthopaedics equipment (including wheelchair, crutches and artificial arm or leg) as recommended by a **Medical Practitioner** as a result of a **Bodily Injury** which incurred within twelve (12) months from the date of **Accident**.

**12. Ambulance Fee**

**We** will reimburse up to the **Sum Covered** for the ambulance services (inclusive of one (1) attendant) for transporting the **Person Covered** to/from the **Hospital** as a result of a **Bodily Injury**.

**13. Coma Allowance** (more than fourteen (14) days)

**We** will pay the **Sum Covered** upon certification by a **Medical Practitioner** that the **Person Covered** is comatose for more than fourteen (14) days consecutively due to a **Bodily Injury**.

**14. Major Burns Allowance**

**We** will pay the **Sum Covered** if the **Person Covered** sustains **Major Burns** as a result of a **Bodily Injury** covering at least ten percent (10%) of total body surface area and must be certified by a **Medical Practitioner** within twelve (12) months from the date of **Accident**.

Details of the **Sum Covered** of **Primary Benefits** under each **Plan** are described in the following table.

No	Primary Benefits	Sum Covered (RM)						
		Limit	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5	Plan 6
1	Death	Per Adult	50,000	100,000	200,000	400,000	500,000	750,000
		Per Child	12,500	25,000	50,000	100,000	125,000	187,500
2	Permanent Disablement	Per Adult	50,000	100,000	200,000	400,000	500,000	750,000
		Per Child	12,500	25,000	50,000	100,000	125,000	187,500
3	Renewal Bonus	Per Adult	10% per year, maximum 50%					
		Per Child	Nil					
4	Double Indemnity	Per Adult	50,000	100,000	200,000	400,000	500,000	750,000
		Per Child	Nil					
5	Medical Expenses (Annual Limit)	Per Adult	1,000	1,500	5,000	10,000	12,000	15,000
		Per Child	250	375	1,250	2,500	3,000	3,750
5	<b>Sub-limit for*:</b>							
	a) <i>Alternative Medical Treatment (per day, up to five (5) days)</i>	Per Adult	200	200	200	200	200	200
		Per Child	50	50	50	50	50	50
	b) <b>Covid-19</b> Hospitalisation Expenses	Per Adult	1,000	1,500	5,000	5,000	5,000	5,000
		Per Child	250	375	1,250	1,250	1,250	1,250
	<b>*Notes:</b>							
5	i. <b>Total limit under 5(a) and/or 5(b) shall not exceed the Medical Expenses Annual Limit.</b>							
	ii. <b>Payment under 5(a) and/or 5(b) will reduce the Medical Expenses Annual Limit.</b>							
6	Daily Hospital Allowance (per day, up to 30 days)	Per Adult	100	100	100	150	200	250
		Per Child	Nil					
7	Daily ICU Allowance (per day, up to 10 days)	Per Adult	200	200	200	200	200	500
		Per Child	Nil					
8	Repatriation Expenses	Per Adult	3,000	3,000	3,000	5,000	5,000	10,000
		Per Child	750	750	750	1,250	1,250	2,500
9	Funeral Allowance	Per Adult	3,000	3,000	3,000	3,000	3,000	3,000
		Per Child	750	750	750	750	750	750
10	Badal Hajj	Per Adult	2,000	2,000	2,000	2,000	2,000	2,000
		Per Child	500	500	500	500	500	500
11	Orthopaedic Equipment	Per Adult	2,000	3,000	3,000	3,000	4,000	5,000
		Per Child	500	750	750	750	1,000	1,250
12	Ambulance Fees	Per Adult	500	500	500	500	500	500
		Per Child	125	125	125	125	125	125
13	Coma Allowance (> 14 days)	Per Adult	1,000	1,000	3,000	3,000	5,000	5,000
		Per Child	250	250	750	750	1,250	1,250
14	Major Burns Allowance	Per Adult	5,000	5,000	10,000	10,000	15,000	15,000
		Per Child	1,250	1,250	2,500	2,500	3,750	3,750

**Scale of Indemnity – Applicable to Primary Benefits No. 1 and 2 of Part B.**

Benefit	Scale of Indemnity	Percentage (%) of Sum Covered
1	DEATH	100
2	PERMANENT DISABLEMENT	
2.1	TOTAL AND PERMANENT DISABLEMENT (TPD)	
	Loss of two limbs at or above the wrist or ankle	100
	Loss of sight of one eye and loss of one limb at or above the wrist or ankle	100
	Total paralysis of two limbs	100
	Total paralysis or injuries resulting in being permanently bedridden	100
2.2	PARTIAL PERMANENT DISABLEMENT (PPD)	
	Loss of leg	
	at or above knee	75
	below knee and above ankle	65

<b>Shortening of leg by (cm)</b>	
0-1.9	nil
2-2.9	2-3
3-3.9	4-5
4-4.9	6-7
5	8
<b>Loss of foot</b>	
at ankle (Syme amputation)	55
midfoot amputation	35
first metatarsal	10
other metatarsals, each	4
<b>Loss of toe</b>	
all toes at metatarsophalangeal (MTP) joint	15
great toe - both phalanges	5
great toe - one phalanx	2
other than great toe, each toe lost	1
<b>Loss of hand</b>	
above wrist	60
at wrist	55
<b>Loss of finger</b>	
four fingers and thumb of one hand	54
four fingers	32
<b>Loss of thumb</b>	
one phalanx	10
both phalanges	25
both phalanges and first metacarpal	28
<b>Loss of index finger</b>	
one phalanx	2
both phalanges	8
three phalanges	10
three phalanges and second metacarpal	13
<b>Loss of middle finger</b>	
one phalanx	2
both phalanges	4
three phalanges	6
three phalanges and third metacarpal	8
<b>Loss of ring finger</b>	
one phalanx	2
both phalanges	3
three phalanges	5
three phalanges and fourth metacarpal	7
<b>Loss of little finger</b>	
one phalanx	2
both phalanges	3
three phalanges	4
three phalanges and fifth metacarpal	6
<b>Loss of metacarpal</b>	
first or second	3



third, fourth or fifth	2
<b>Loss of Sight</b>	
one eye	47
both eyes	85
<b>Loss of Hearing</b>	
one ear	15
both ears	35
<b>Loss of Speech</b>	35

**Notes: -**

1. Permanent loss of use of any part of the body as stated in the Scale of Indemnity shall be treated as **Permanent Disablement** of that part of the body.
2. Where there is loss of two or more parts of the finger/toe and/or hand/foot, the percentage shall not be more than the loss of the whole finger/toe and/or hand/foot.
3. Where the injury is not specified in the Scale of Indemnity above, **We** reserve the rights to adopt a percentage of disablement which in **Our** opinion is consistent with the provisions of the Scale of Indemnity.
4. The aggregate of all percentages payable in respect of any one **Accident** shall not exceed one hundred percent (100%). In the event a total loss of one hundred percent (100%) have been paid, all coverages under **Primary Benefits** No. 1 and 2 shall immediately cease to be in force in respect of that **Person Covered**.
5. If payment of **Primary Benefits** No. 2 is less than one hundred percent (100%), it shall reduce the **Sum Covered** of the **Person Covered** under **Primary Benefits** No. 1 and 2 by that amount until the expiry of the **Period of Takaful**.

**Add-On Benefits** refers to the **Benefits** in addition to the **Primary Benefits** whereby:

- a) They are applicable only if **You** have selected and paid the additional **Contribution** to **Us**;
- b) They are stated in **Your E-Certificate**; and
- c) **Your Child** (if covered under the **Certificate**) is not entitled for any of the **Add-On Benefits**.

Financial Protector Add-on Benefits	Sum Covered (RM)	
	Option 1	Option 2
<b>1. Outstanding Loan/Financing Reimbursement upon Death/TPD</b> <b>We</b> will reimburse the <b>Person Covered</b> 's outstanding loan/financing balance (such as hire purchase, housing, personal) and/or Islamic credit card bill with any bank(s) licensed by Bank Negara Malaysia as at the date of <b>Accident</b> up to the <b>Sum Covered</b> if the <b>Person Covered</b> sustains accidental Death or <b>TPD</b> within twelve (12) months from the date of <b>Accident</b> , provided the claim is payable under <b>Primary Benefits</b> No. 1 or 2.  <u>Conditions applicable to this Benefit only:</u> <ol style="list-style-type: none"> <li>a) The payment of this <b>Benefit</b> shall be paid provided the <b>Person Covered</b> has no other takaful certificate or insurance policy covering them, or else <b>We</b> will only pay the excess amount which is not covered by the other takaful certificate or insurance policy.</li> <li>b) The <b>Person Covered</b> or his legal representative making the claim under this <b>Benefit</b> must submit to <b>Us</b> a copy of the latest bank statement certified by the respective bank confirming the <b>Person Covered</b>'s outstanding loan/financing amount as at the date of the <b>Accident</b>.</li> </ol>	15,000	25,000
<b>2. Natural Disaster Compensation - Upon Damage to House or Motor Vehicle</b> <b>We</b> will pay the <b>Sum Covered</b> if the <b>Person Covered</b> 's <b>House</b> and/or <b>Motor Vehicle</b> is damaged caused by flood, subsidence and/or landslide during the <b>Period of Takaful</b> .  <u>Conditions applicable to this Benefit only:</u> <ol style="list-style-type: none"> <li>a) A police report must be lodged within five (5) days of the incident;</li> <li>b) Copy of the police report and photos showing damage to <b>Your House</b> and/or <b>Motor Vehicle</b> must be submitted to <b>Us</b> to substantiate the claim; and</li> <li>c) This <b>Benefit</b> is payable for one (1) incident only throughout the <b>Period of Takaful</b>.</li> </ol>	1,500	2,500
<b>3. Loss of Cash Withdrawn from ATM due to Snatch Theft/Robbery within 30 Minutes</b> <b>We</b> will reimburse up to the <b>Sum Covered</b> for loss of cash within thirty (30) minutes of an ATM withdrawal due to <b>Snatch Theft</b> or <b>Robbery</b> provided that a police report is lodged within twenty-four (24) hours of the incident.	1,000	2,000
<b>4. Snatch Theft Allowance</b> <b>We</b> will pay the <b>Sum Covered</b> for loss or damage to the <b>Person Covered</b> 's <b>Personal Effects</b> as a result of <b>Snatch Theft</b> or <b>Robbery</b> subject to the police report is lodged within twenty-four (24) hours of the incident.	500	500

Living Protector Add-on Benefits	Sum Covered (RM)	
	Option 1	Option 2
<b>1. Weekly Benefit (per week, up to fifty-two (52) weeks)</b> <b>We</b> will pay the <b>Sum Covered</b> if the <b>Person Covered</b> is completely unable to engage in or attend to his occupation, profession or business due to an <b>Accident</b> , provided that he must be examined by a <b>Medical Practitioner</b> within twenty (21) days from the date of the <b>Accident</b> . Compensation payable shall not exceed fifty-two (52) weeks in respect of any one (1) <b>Accident</b> calculated from the first medical treatment rendered by a <b>Medical Practitioner</b> .  <b>We</b> shall not pay this <b>Benefit</b> if the <b>Person Covered</b> is not gainfully employed or not engaged in any registered or licensed business at the time of the <b>Accident</b> . This includes unemployed, full-time housewives, pensioner and students.	200 per week	400 per week
<b>2. Facial or Dental Cosmetic Surgery</b> <b>We</b> will reimburse up to the <b>Sum Covered</b> if the <b>Person Covered</b> sustains <b>Bodily Injury</b> requiring corrective surgery to the head, face and/or neck, and/or treatment of injury of or damage to sound natural teeth subject to presentation of original receipts. Such facial and/or dental cosmetic surgery is medically necessary, recommended and performed by a licensed orthodontist or cosmetic surgeon.	5,000	10,000

myCycle Add-on Benefit
<p><b>We</b> will indemnify up to the <b>Sum Covered</b> against loss of or damage to <b>Your Bicycle</b> caused by an <b>Accident</b> or snatch theft whilst it is in used by <b>You</b> including during onboarding and alighting from <b>Your Bicycle</b> and for leisure use within Malaysia only.</p> <p>The minimum <b>Sum Covered</b> which <b>Your Bicycle</b> can be covered is Ringgit Malaysia Three Thousand (RM3,000) and the maximum <b>Sum Covered</b> is Ringgit Malaysia Thirty Thousand (RM30,000).</p> <p><b>Excess:</b> Twenty percent (20%) of loss or Ringgit Malaysia Five Hundred (RM500) whichever is higher, each and every claim.</p> <p><u>Conditions applicable to this Benefit:</u></p> <ol style="list-style-type: none"> <li><b>You</b> must be the owner of the <b>Bicycle</b></li> <li>In the event of total loss to <b>Your Bicycle</b>, the coverage under this <b>Benefit</b> shall cease with immediate effect after the claim has been paid to <b>You</b>.</li> <li>In the event of a claim, <b>You</b> must lodge a police report within twenty-four (24) hours from the incident and submit the documents listed in Part F of the <b>Certificate</b>.</li> </ol> <p><u>Exclusions applicable to this Benefit:</u></p> <p>The <b>Certificate</b> does not cover:</p> <ol style="list-style-type: none"> <li>the <b>Excess</b> amount stated in <b>Your E-Certificate</b>;</li> <li>loss or damage due to scratching or denting or any cosmetic damage that does not impair the function and performance of the <b>Bicycle</b>;</li> <li>loss or damage caused by or arising for racing, pace-making, reliability trial, demonstration or speed- testing;</li> <li>loss or damage caused by or arising from any process of cleaning, repairing or altering the <b>Bicycle</b> or custom part or accessory;</li> <li>loss or damage whilst it is operated by any other cyclist other than the <b>Person Covered</b>;</li> <li>loss or damage arising from wear and tear, depreciation, gradual deterioration;</li> <li>loss or damage arising from rust, vermin, oxidation or corrosion, war and invasion;</li> <li>loss or damage to <b>Bicycle</b> when the <b>Person Covered</b> is under the influence of intoxication liquor or drugs;</li> <li>loss of accessories/parts unless the whole <b>Bicycle</b> is stolen by snatch theft only at the same time.</li> <li>loss or damage due to overloading/over straining;</li> <li>loss or damage whilst in transit, including the process of loading and unloading</li> <li>loss or damage due to manufacturing or assembly defects;</li> <li>loss or damage arising from mechanical defects or mechanical breakdown;</li> <li>loss or damage if the <b>Bicycle</b> is being used for racing, competitions, trials or rallies; or</li> <li>theft (excluding snatch theft).</li> </ol>

## PART C: GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS)

We shall not pay for any consequence whatsoever which is the direct or indirect result of any of the following:

- 1) **Pre-existing Condition;**
- 2) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
- 3) Illness, disease, bacterial or viral infections even if contracted accidentally;
- 4) Effect or influence of drugs or alcohol;
- 5) Sexually transmitted infections, human immunodeficiency virus (HIV) or any HIV-related illness including acquired immunity deficiency syndrome (AIDS) or any mutant derivatives or variations of this however they are caused;
- 6) Pregnancy, childbirth, abortion, miscarriage or all complications or death arising from these conditions;
- 7) Provoked murder or assault;
- 8) While committing or attempting to commit any unlawful or criminal act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action;
- 9) While travelling in an aircraft, shipping vessel or railway vehicle as a member of the crew, except only as a farepaying passenger in an aircraft, shipping vessel or railway vehicle licensed for passenger service;
- 10) Whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, rock or cliff climbing, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing, whitewater rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities exceeding 50 meters in depth, martial arts, boxing, wrestling, aerial activities such as parachuting, parascending, paragliding and hang-gliding, coasteering, or participation in any form of race or competition other than on foot;
- 11) Individuals such as airlines personnel, aviation crews, ship crews, personnel in the regular armed forces, any law enforcement forces, policemen, armed security guards, firemen, fishermen, divers, professional motor racers and sportsmen whilst engaged in their professional racing/sporting activity, building demolition workers, jockeys, logging workers, oil rigs workers, quarry workers, underground tunnel and mine workers, marine salvage crews, individuals directly involved in making or handling explosives or munitions or fireworks, tree fellers, window cleaners of high-rise buildings, despatch riders and other hazardous and dangerous occupations in the course of their works or whilst on duty;
- 12) Nuclear energy or radioactivity of any kind including but not limited to ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons material;
- 13) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the **Person Covered** is taking part therein;
- 14) An **Act of Terrorism** solely resulting from the utilization of nuclear, chemical or biological weapons, devices or substances as a means of force, violence or mass destruction or howsoever distributed or combined, when the **Person Covered** is taking part therein;
- 15) Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to except medically necessary facial reconstructive surgery carried out to restore function or appearance after an **Accident**; and/or
- 16) Claim(s) as a result of epidemics and/or pandemics as declared by the World Health Organization or any governmental authority in Malaysia. This exclusion is not applicable to **Primary Benefit** No. 5(b) of Part B.

## PART D: GENERAL PROVISIONS

### 1. THE CONTRACT

This **Certificate** and all relevant documentary declarations and/or statements made by **You** and the **Person Covered** that make up this **Certificate** together with any **Endorsement** issued by **Us**, will form the entire contract between **You**, the **Person Covered** and **Us**. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by the **You** or the **Person Covered** are fraudulent or misrepresentation at the point of application, **We** reserve the right to declare that the contract is void.

If there is any further change made to the contract, it has to be approved and signed by **Our** authorised officer.

### 2. DUTY OF DISCLOSURE

#### 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.

### 3. GEOGRAPHICAL TERRITORY

Except **myCycle Add-on Benefit**, other **Benefits** provided in this **Certificate** are applicable worldwide, twenty-four (24) hours a day.

### 4. ELIGIBILITY

a) To be eligible under this Takaful myFlexi PA, the person must be:

- (i) a Malaysian citizen;
- (ii) a Malaysian permanent resident; or
- (iii) an expatriate with valid working permit in Malaysia (Class 1 occupation – white collar workers confined within office premises only) who is legally residing in Malaysia throughout the **Period of Takaful**.

b) In addition to para 4(a) of Part D, one must satisfy the following age requirements i.e. Age Next Birthday (ANB) on the **Effective Date** of the **Certificate Year**:

- (i) minimum entry ANB for the Participant and the Spouse is eighteen (18) years old;
- (ii) maximum entry ANB for the Participant and the Spouse is sixty-five (65) years old and renewable up to seventy-four (74) years old; and
- (iii) ANB for a **Child** is thirty (30) days up to eighteen (18) years old and financially dependent upon **You**. For a **Child** who is registered as a full-time student at a recognised educational institution and is not gainfully employed, the maximum allowable age will be twenty-three (23) years old.

### 5. PROOF OF AGE

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

### 6. MISSTATEMENT OF AGE

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

### 7. DUPLICATION OF COVER

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

For avoidance of doubt, the **Person Covered** can only be covered under one **Certificate** of Takaful myFlexi PA in any one **Period of Takaful**. In the event of dual or multiple Takaful myFlexi PA participated for the same **Person Covered**, **We** reserve the right to pay for claim(s) under any one of Your Takaful myFlexi PA certificate and forthwith cancel and refund the **Contribution** paid in respect of the remaining certificate. Where the **Person Covered** has more than one (1) certificate of Takaful with **Us** for different types of takaful coverage, with overlapping benefits covered under this **Certificate**, claim(s) for the said overlapping benefits 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).

#### 8. PAYMENT OF CONTRIBUTION – CASH BEFORE COVER

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

#### 9. WAKALAH FEE

The **Wakalah** fee chargeable under this **Certificate** is up to fifty-five percent (55%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

#### 10. MANAGEMENT OF FUND

Pursuant to the authorization 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.

#### 11. DISTRIBUTION OF SURPLUS

Fifty percent (50%) of the distributable surplus arising from the **GTF** as determined by **Us** will be distributed to the eligible participants in the form of cash back in accordance to Clause 12 of Part D below. **We** will receive the remaining fifty percent (50%) of the distributable surplus as performance incentive based on **Ju'alah**.

#### 12. CASH BACK

- a) **Your** entitlement to the cash back 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**.
- b) The cash back amount will be paid directly to **Your** bank account as declared to **Us**. The cash back is only payable/claimable up to six (6) months from the declaration date. Thereafter, **Your** entitlement to the said cash back shall immediately be forfeited and such cash back amount will be credited to the **GTF** by **Us**. The cash back is not guaranteed and will be based on the actual claims experience and fund performance.

#### 13. DEFICIENCY & 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.

#### 14. NOTICE

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

#### 15. ALTERATIONS

**We** reserve the right to vary the terms and provisions of this **Certificate** on any **Period of Takaful** by giving **You** and/or the **Person Covered** thirty (30) days advance written notice. Such alteration will be applicable from the next **Certificate Anniversary** immediately following the expiry of the thirty (30) days advance written notice. No changes to this **Certificate** will be valid unless approved, endorsed and signed by **Our** authorised officer.

#### 16. 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**. **You** may from time to time revoke any such nomination and/or to name another **Nominee(s)** with notification duly received and registered by **Us**.
- b) If **You** have nominated more than one **Nominee**, the **Benefits** payable, if any, shall be paid to the surviving **Nominee(s)** 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 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.

## 17. DISAPPEARANCE

Upon **Our** satisfaction to the disappearance of the **Person Covered** and sufficient evidence is produced which leads to **Us** to the inevitable presumption that the **Person Covered** has sustained **Bodily Injury** due to an **Accident** which has resulted in his death, **We** will pay the claims accordingly. If however, at any time after **We** have paid the **Benefits** and the **Person Covered** is subsequently found to be living, payment of the said **Benefits** must be refunded to **Us**.

## 18. CANCELLATION OF THIS CERTIFICATE

- a) **You** have the right to cancel this **Certificate** at any time by giving written notice to **Us**. **We** will refund the pro rata **Contribution** equal to the unexpired **Period of Takaful**, subject to a minimum **Contribution** of Ringgit Malaysia Twenty-Five (RM25.00) will be retained by **Us**.
- b) **We** may at any time cancel this **Certificate** by sending fourteen (14) days' prior notice in writing to **Your** last known address and will refund the pro rata **Contribution** equal to the unexpired **Period of Takaful**.
- c) Cancellation refund is not applicable if there is a claim under this **Certificate**.

## 19. TERMINATION OF THE COVERAGE

- a) The coverage on any **Person Covered** under this **Certificate** will automatically terminate when any one (1) of the following events occurs:
  - (i) upon cancellation of coverage as provided under Clause 18 of Part D;
  - (ii) upon death of the **Person Covered**;
  - (iii) upon claim admission of **Person Covered's** **TPD Benefit** where the aggregate amount of **Benefits** payable is equal to the **Sum Covered** of Death **Benefit**;
  - (iv) upon non-payment of **Contribution**;
  - (v) when the **Person Covered** ceases to satisfy any of the requirements as specified under Clause 4 - **ELIGIBILITY** of Part D; or
  - (vi) when there is fraud or misrepresentation of material fact or false declaration/statement during application.
- b) If the termination is due to clause (ii) until (v) above, there will be no refund of the **Contribution**. If the termination is due to clause (vi), **We** will refund the **Contribution** in full as paid under this **Certificate** to **You** / **Your Nominee** / **Your** lawful executor or administrator estate, as the case may be provided there is no claim made against **Us**.
- c) Any **Contribution** paid or accepted after the termination of this **Certificate** or the termination of the coverage on any **Person Covered** will not create any liability but **We** will refund such **Contribution** without profit.

## 20. RENEWAL

This **Certificate** can be renewed annually and renewable at **Our** option. If the **Participant** reaches the age of seventy-five (75) years old during the **Period of Takaful**, this **Certificate** will not be renewable at the end of that period. **We** are not obliged to accept any renewal **Contribution** or to send **You** notice of any renewal **Contribution** becoming due.

## 21. MISREPRESENTATION

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

## 22. CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT

- a) Written notice of any event likely to give rise to a claim should be submitted to **Us** as soon as reasonably possible and in any case not later than fourteen (14) days of the **Accident** causing such **Bodily Injury** or loss;
- b) The **Person Covered** shall procure and act upon medical or surgical advice as soon as practicable;
- c) The **Person Covered** may be required, at **Our** expense to undergo further medical examination;
- d) **We** will only pay the **Benefits** if any medical certificates and/or other evidence which **We** may require are provided on request at **Your / Your Nominee's / Your** lawful executor's or administrator of estate's expenses;
- e) In the event that the **Accident** or loss happens outside Malaysia and **You** incur expenses or loss in a currency other than Malaysian Ringgit, **We** shall indemnify in Malaysian Ringgit based on the prevailing exchange rate in the foreign exchange market at the date the expenses are incurred;
- f) **We** reserve the right to repudiate a claim where **We** are not satisfied with the evidence available to validate either:
  - (i) The existence of permissible takaful interest between **You** and the **Person Covered** under this **Certificate**; or
  - (ii) The circumstance of the loss;
- g) For death claim, **We** shall be entitled to have a post-mortem examination at **Our** expenses; or
- h) 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 coverage under this **Certificate** will be forfeited. If **We** are required to make payment of any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from **You**.

## 23. 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.

## 24. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM

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

## 25. 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 / 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.

## 26. SANCTIONS EXCLUSION CLAUSE

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

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

**27. SUBROGATION**

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

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

**28. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)**

**You** 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 hereafter by submitting such request to **Us** via email to [csu@takafulmalaysia.com.my](mailto:csu@takafulmalaysia.com.my). **We** will retain **Your** and the **Person Covered**'s personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

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

**29. CUSTOMER SERVICE CHARTER**

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

**30. TREATMENT OF SMALL PAYMENT AMOUNTS**

For any amount due and payable to the **Person Covered** 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.

**31. 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 the **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.

## **PART E: ENQUIRIES/COMPLAINTS AND CLAIM APPEAL**

### **1. ENQUIRIES /COMPLAINTS HANDLING**

If **You** have any enquiry 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 Am Berhad [Registration No.: 201701032316 (1246486-D)]  
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: [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my)

### **2. AVENUE OF CLAIM APPEAL**

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre 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** 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)]**

Level 14, Main Block,  
Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur.  
Tel: 03 - 2272 2811  
Fax: 03 - 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)

## PART F: CLAIMS PROCEDURES

To process any claim under this **Certificate**, **We** require the **Person Covered** or 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 claims documents to any of [Our branches](#) in Malaysia, or log in to [myTakaful Customer portal](#) or email to: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my).

No.	Type of Claim	Documents Required
	<b>All Claims</b>	a) Duly completed and signed Claim Form. Please click <a href="#">here</a> to download the Claim Form; b) Copy of <b>E-Certificate</b> ; c) Copy of identity card of the <b>Person Covered</b> ; and/or d) Copy of identity card of the claimant.
<b>Plus the followings where applicable:</b>		
1	Death, Double Indemnity, Repatriation Expenses, Funeral Allowance, or Badal Hajj <b>Benefits</b>	a) Copy of death certificate of the deceased; b) Copy of police report; c) Copy of post mortem report and/or medical report confirming the cause of death; d) Copy of deceased's driving license if involve in motor vehicle accident and deceased was the driver; e) Proof of relationship between claimant and the deceased e.g. marriage or birth certificate; and/or f) Original invoices and receipts for all the amount claimed under repatriation expenses.
2	Permanent Disablement, Coma Allowance, or Major Burns Allowance <b>Benefits</b>	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Photographs showing the extent of injury.
4	Medical Expenses, Orthopaedic Equipment, or Ambulance Fees <b>Benefits</b>	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Original medical invoices and receipts for all the amount claimed (itemized).
5	Daily Hospital Allowance or Daily ICU Allowance <b>Benefits</b>	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Discharge Note or <b>Hospital</b> bill showing the admission and discharge date from the <b>Hospital</b> .
6	Financial Protector Add-on <b>Benefits</b>	a) Copy of police report; b) Latest bank statement certified by the bank confirming the outstanding loan/financing/ Islamic credit card bill amount; c) Photographs of the damaged house and/or motor vehicle; d) Property Sales and Purchase Agreement; e) Motor vehicle registration card; f) ATM withdrawal slip; and/or g) Photographs of damaged <b>Personal Effects</b> for claim under Snatch Theft Allowance <b>Benefit</b> (damaged to personal effects).
7	Living Protector Add-on <b>Benefits</b>	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; d) Copy of medical certificates (MC); and/or e) Original medical invoice and/or receipt.
8	myCycle Add-on <b>Benefit</b>	a) Copy of purchase receipt of the <b>Bicycle</b> ; b) Photos depicting the damaged <b>Bicycle</b> ; c) Repair invoice with detailed breakdown; and d) Copy of police report.