

**You** as named in the schedule agree to participate in Takaful myClick PA and pay a portion of the **Contribution** into the **General Takaful Fund (GTF)** based on **Tabarru'**. **You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

**You** also agree that a portion of the distributable surplus arising from the **GTF** (if any) will be kept in the **GTF** to safeguard against high claims experience 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**.

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

## 1. 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:

- 1.1 **"ACCIDENT"** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of bodily injury.
- 1.2 **"ACCIDENTAL BODILY INJURY"** means a bodily injury occurring during the **Period of Takaful**, which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement or losses. This is extended to bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, (unless this is the direct result of an **Accidental Bodily Injury**) naturally occurring condition or degenerative process or the result of any gradually operating cause.
- 1.3 **"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.
- 1.4 **"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 next birthday. He is 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 next birthday.
- 1.5 **"CONTRIBUTION"** refers to **Your** monthly amount payable as stated in the e-Schedule or in a subsequent endorsement issued by **Us**.
- 1.6 **"DEPENDANT"** means any of the following persons:
  - (i) **Your Spouse**;
  - (ii) **Your Child**.
- 1.7 **"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-Schedule or in a subsequent endorsement issued by **Us**.
- 1.8 **"GENERAL TAKAFUL FUND" or "GTF"** refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru'** for the purpose of meeting claims associated with events or risks specified in this certificate. This fund is collectively owned by the pool of participants.
- 1.9 **"HIBAH"** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this Certificate, the nominee may receive the benefits payable under this Certificate based on **Hibah** if the nominee is a beneficiary under conditional **Hibah**.

- 1.10 “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:
- (i) has facilities for diagnosis and major surgery;
  - (ii) provides 24-hour a day nursing services by registered and graduate nurses;
  - (iii) is under the supervision of a Physician; and
  - (iv) 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.
- 1.11 “HOSPITALISED”** means admission for more than twenty-four (24) hours to a **Hospital** as a registered in-patient for medically necessary treatments for a covered **Accidental Bodily Injury** upon recommendation of a **Medical Practitioner**. A patient shall not be considered as an in-patient if the patient does not physically stay in the **Hospital** for the whole period of the confinement.
- 1.12 “JU’ALAH”** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for **Our** achievement in managing the **GTF** which results in the surplus.
- 1.13 “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.
- 1.14 “PERIOD OF TAKAFUL”** in respect of any Persons Covered means the one (1) calendar year commencing on the **Effective Date** as stated in the e-Schedule. Each succeeding **Period of Takaful** is the one (1) year period from the certificate anniversary to the next certificate anniversary.
- 1.15 “PERSON COVERED”** means the person who is covered under this Certificate including **Your Dependant**, where applicable.
- 1.16 “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.
- 1.17 “SPOUSE”** means **Your** legally married **Spouse** and who has attained the age between eighteen (18) years next birthday and seventy (70) years next birthday, both ages inclusive on the **Effective Date**. Only one (1) **Spouse** will be covered under **Your** Certificate.
- 1.18 “SUM COVERED”** means the amount of coverage in respect of the benefits of **Your** selected plan as stated in the e-Schedule. If the **Person Covered** is a **Child** at the time of a claim, the **Sum Covered** shall be limited to fifty percent (50%) of the amount shown in e-Schedule.
- 1.19 “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**.
- 1.20 “TAKAFUL”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru’** into a common fund to provide financial assistance payable to the participant, **Person Covered** or the beneficiary on the occurrence of pre-defined events.
- 1.21 “TOTAL AND PERMANENT DISABILITY” or “TPD”** refers to any of the following listed conditions as a result of an **Accident**:
- (i) total paralysis;
  - (ii) total and irrecoverable loss of the sight of both eyes;
  - (iii) loss by severance of two limbs at or above wrist or ankle;
  - (iv) total paralysis of two limbs; or
  - (v) 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 verified by **Our** appointed **Medical Practitioner** to be beyond hope of recovery.

- 1.21 “TRAFFIC ACCIDENT”** means an **Accident** into which a transport vehicle is involved. Transport vehicle refers to any of the following:
- (i) Land transport vehicles for private use which include private car, motorcycle, scooter and three-wheeled motor vehicle.
  - (ii) A railway train or vehicle (including electric train or diesel train), a tram, a cable car or a monorail.
  - (iii) An airplane or a shipping vessel that is propelled by a motor and operating on regular scheduled routes.
- 1.22 “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.
- 1.23 “WE”, “US”, “OUR” or “TAKAFUL MALAYSIA”** refers to Syarikat Takaful Malaysia Am Berhad [Registration No. 201701032316 (1246486-D)].
- 1.24 “YOU”, “YOUR” or “YOURSELF”** refers to the participant as named in the e-Schedule and to whom this Certificate is issued for the coverage. For avoidance of doubt, a participant may also be a **Person Covered**.

## 2. GENERAL PROVISIONS

### 2.1 THE CONTRACT

The certificate wording, e-Schedule and all relevant documentary declarations and/or statements that make up this Certificate together with any endorsement made by **Us**, will form the entire contract between **You**, the **Person Covered** and **Us**. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by 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.

### 2.2 CONSUMER TAKAFUL CONTRACT

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this **Takaful** 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 **Takaful**. **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 **Takaful**, **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 **Takaful** is inaccurate or has changed.

### 2.3 GEOGRAPHICAL TERRITORY

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

### 2.4 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.

### 2.5 MISSTATEMENT OF AGE

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

## 2.6 FREE-LOOK PERIOD

If **You** are not satisfied with **Your** Certificate for any reason, **You** may return it to **Us** within fifteen (15) days from the date of delivery of the Certificate via email. **We** will cancel the coverage of the **Person Covered** and refund to **You** all **Contribution** paid for **Your** Certificate.

## 2.7 CONTRIBUTION AND GRACE PERIOD

The **Contribution** rates are not guaranteed. **We** may revise the **Contribution** rates in the future in the event of adverse claims experience. The rates revision will apply to all **Person Covered** regardless of their claims experience. If there is any rate revision, **You** will be notified by **Us** at least sixty (60) days before it takes effect. The revised **Contribution** rates will only apply at the next **Period of Takaful**.

**You** must pay **Contribution** within thirty (30) days Grace Period from each of the **Contribution** due dates. **Your Contribution** will be deducted on a monthly basis from the card account that you have authorised. If **Your Contribution** remains unpaid after the Grace Period, **Your** Certificate will lapse without having any further **Takaful** cover, benefit or value.

## 2.8 WAKALAH FEE

The **Wakalah** fee chargeable under this Certificate is forty-five 45% of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

## 2.9 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.

## 2.10 DISTRIBUTION OF SURPLUS

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

## 2.11 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.

## 2.12 NOTICE

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

## 2.13 ALTERATIONS

**We** reserve the right to vary the terms and provisions of this Certificate on any **Period of Takaful**. No changes to this Certificate will be valid unless approved, endorsed and signed by **Our** authorised officer.

## 2.14 NOMINATION

**2.14.1** **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**.

**2.14.2** **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**.

**2.14.3** If **You** have nominated more than one nominee, the benefits payable, if any, shall be paid to the surviving nominees at the time of **Your** death in equal shares unless otherwise specified by **You**; and such payment shall be deemed as a valid discharge of **Our** liability under this Certificate.

**2.14.4** 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**.

**2.14.5** 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.

## **2.15 CANCELLATION OF THIS CERTIFICATE**

This Certificate either in its entirety or in respect of any **Person Covered** may be cancelled by **Us** at any time by giving fourteen (14) days' notice to **Your** last known address provided that such cancellation shall be without prejudice to the rights in respect of prior injury to any **Person Covered**. Likewise, **You** may cancel this Certificate at anytime by giving **Us** fourteen (14) days' notice. Under such circumstances, there is no refund of any **Contribution** to **You** as the coverage under this Certificate will be terminated on the next **Contribution** due date.

## **2.16 MISREPRESENTATION/FRAUD**

In the event of a misrepresentation by the participant or the **Person Covered** 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:

- (i) the certificate being voided and all claims refused;
- (ii) a variation of terms of the certificate;
- (iii) a change in the **Contribution** amount; or any other options that are appropriate based on the misrepresentation.

## **2.17 CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT**

**2.17.1** 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 injury or loss.

**2.17.2** The **Person Covered** shall procure and act upon medical or surgical advice as soon as practicable.

**2.17.3** The **Person Covered** may be required, at **Our** expense to undergo further medical examination.

**2.17.4** **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 / **Your** lawful executor or administrator estate expenses.

**2.17.5** **We** shall deduct any amount owed to **Us** including the unpaid contribution due for the current **Period of Takaful** before making any benefit payment. Such payment, if any, will be payable to **You** / **Your** nominee / **Your** lawful executor or administrator estate according to the terms and conditions of this Certificate.

**2.17.6** **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.

**2.17.7** In the event of **Accidental Bodily Injury** resulting in death, **We** shall be entitled to have a post-mortem examination at **Our** expenses.

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



## 2.18 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 **Accidental Bodily Injury** which has resulted in 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**.

## 2.19 COMMUNICABLE DISEASE

This Certificate does not cover claims as a result of Epidemics and / or Pandemics as declared by the World Health Organization or any governmental authority in Malaysia.

## 2.20 TERMINATION OF THE COVERAGE

The coverage on any **Person Covered** under this Certificate will automatically terminate when any one (1) of the following events occurs:

- 2.20.1** upon cancellation of coverage as provided under clause "CANCELLATION OF THIS CERTIFICATE" above;
- 2.20.2** when there is fraud or misrepresentation of material fact or false declaration / statement during application and/or claim;
- 2.20.3** upon **Your** or **Your Spouse's** death;
- 2.20.4** upon claim admission of Accidental TPD on **You** or **Your Spouse**;
- 2.20.5** when **You** or **Your Spouse** attain the age of seventy-five (75) years next birthday on any renewal of the **Period of Takaful**;
- 2.20.6** upon non-payment of **Contribution** after the grace period of thirty (30) days from the **Contribution** due dates;
- 2.20.7** cancellation within "Free-Look Period"; or
- 2.20.8** when **Your Child** attain the age of nineteen (19) or twenty-four (24) years next birthday on any renewal of **Period of Takaful** if he is a full-time student at a recognised educational institution and is not gainfully employed; or upon the admission of claim on Accidental Death or TPD of **Your Child**, whichever is earlier.

If the termination is due to (2.20.1), (2.20.3), (2.20.4), (2.20.5), (2.20.6) and (2.20.8), there will be no refund of the **Contribution** (**Wakalah** fee and **Tabarru'** portion). If the termination is due to (2.20.2) and (2.20.7), **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.

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.

## 2.21 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.

## 2.22 LEGAL PROCEEDING CLAUSE

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the **Person Covered** / **You** / **Your** nominee / **Your** lawful executor or administrator 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.

## 2.23 SUBROGATION

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

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

## 2.24 ARBITRATION

All differences arising out of this Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against **Us**.

If **We** shall disclaim liability to **You** for any claim hereunder and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim for all intents and purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 2.25 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:

**2.25.1** any sanction, prohibition or restriction under United Nations resolutions;

**2.25.2** the trade or economic sanctions, laws or regulations of the:

**2.25.2.1** European Union;

**2.25.2.2** United Kingdom; or

**2.25.2.3** United States of America; or any of the states of the above countries; or

**2.25.3** any other locally applicable laws or regulations.

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

## 2.26 APPLICABLE LAW

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

## 2.27 PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

**You** may make inquiries or request for access to or correction of **Your** Personal Data or limit the processing of **Your** Personal Data at any time hereafter by submitting such request to **Us** via email to [csu@takafulmalaysia.com.my](mailto:csu@takafulmalaysia.com.my). **We** will retain **Your** 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.

## 2.28 CUSTOMER SERVICE CHARTER

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

### 3. BENEFITS

While this Certificate is in force and subject to its terms and conditions, 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 as stipulated under sections 3.1 to 3.2 below based on the selected plan and up to the benefit limits as stated in the e-Schedule.

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

#### 3.1 BASIC BENEFITS

##### 3.1.1 ACCIDENTAL DEATH BENEFIT

**We** will pay the **Sum Covered** on Accidental Death Benefit in one lump sum in the event the death of the **Person Covered** as a result of an **Accident** occurred within one hundred and eighty (180) days from the date of the **Accident**.

##### 3.1.2 ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT

**We** will pay the **Sum Covered** on Accidental **Total and Permanent Disability** Benefit in one lump sum in the event of the **Person Covered** sustains Accidental Bodily Injury due to an **Accident** which results in **Total and Permanent Disability** within one hundred and eighty (180) days from the date of the **Accident**.

##### 3.1.3 ADDITIONAL ACCIDENTAL DEATH AND TOTAL AND PERMANENT DISABILITY DUE TO TRAFFIC ACCIDENT BENEFIT

**We** will pay the **Sum Covered** on Additional Accidental Death and **Total and Permanent Disability** due to **Traffic Accident** Benefit in one lump sum in the event of the **Person Covered** sustains **Accidental Bodily Injury** during **Traffic Accident** and results in death or **Total and Permanent Disability** within one hundred and eighty (180) days from the date of **Accident**; subject to the following conditions:

- 3.1.3.1 Death or **Total and Permanent Disability** occurring while the **Person Covered** is engaged in loading or unloading the transport vehicle, engaged in the process of installing, repairing, checking and/or maintaining the transport vehicle are not covered.
- 3.1.3.2 For the land transport vehicles, covered only if the **Person Covered** met the **Traffic Accident** while travelling in the involved transport vehicle as a driver for which a valid driving license is required or passenger. For transport vehicles other than land transport vehicles, covered only if the **Person Covered** met the **Traffic Accident** while travelling in the involved transport vehicle as a fare-paying passenger.

#### 3.2 ADD-ON BENEFITS (APPLICABLE ONLY IF SELECTED)

##### 3.2.1 ACCIDENTAL MAJOR SURGERY BENEFIT

**We** will pay the **Sum Covered** on Accidental Major Surgery Benefit if the **Person Covered** is **Hospitalised** for a minimum period of forty-eight (48) hours due to **Accident** for undergoing any one of the listed major surgeries below upon recommendation by a **Medical Practitioner**, subject to maximum one lump sum payment per **Period of Takaful**.

The listed major surgeries are:

- (i) Transplantation of a Major Organ i.e. liver, kidney, lung, stomach, liver or heart (recipient);
- (ii) Hip or knee joint replacement surgery;
- (iii) Craniotomy;
- (iv) Open abdominal surgery;
- (v) Open thoracic surgery;
- (vi) Facial reconstruction;
- (vii) Skin graft for burn **Accident**.



For surgery (iii), (iv) and (v), the surgery has to be performed by a qualified **Medical Practitioner** within three (3) days from the date of the **Accident**. For surgery (i), (ii), (vi) and (vii) the surgery has to be performed by a qualified **Medical Practitioner** within one hundred and eighty (180) days from the date of the **Accident**.

Regardless of the number of major surgeries occurring in an **Accident**, not more than one Accidental Major Surgery Benefit shall be payable per **Accident**.

### 3.2.2 ACCIDENTAL DAILY HOSPITAL INCOME BENEFIT

**We** will pay the daily benefit if the **Person Covered** is **Hospitalised** due to **Accident** up to a maximum of thirty (30) days per **Accident**.

### 3.2.3 ACCIDENTAL POST HOSPITAL RECOVERY CASH BENEFIT

**We** will pay the **Sum Covered** on Accidental Post **Hospital** Recovery Cash Benefit in one lump sum in the event that the **Person Covered** is **Hospitalised** for at least seven (7) days consecutively due to **Accident**, and follow-up treatment or consultation is done at any registered medical institution within thirty (30) days of **Hospital** discharge and on the recommendation of **Medical Practitioner**, subject to a maximum of three (3) **Accidents** per **Period of Takaful**.

### 3.2.4 ACCIDENTAL MEDICAL REIMBURSEMENT BENEFIT

**We** will reimburse the **Person Covered** if the medical expense incurred at a registered medical institution due to Accident within thirty (30) days from the date of the Accident up to the **Sum Covered** on Accidental Medical Reimbursement Benefit.

## 4. EXCLUSIONS

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

- 4.1 Pre-existing physical or mental defect or infirmity.
- 4.2 Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof.
- 4.3 Illness, disease, bacterial or viral infections even if contracted accidentally.
- 4.4 Effect or influence of drugs or alcohol.
- 4.5 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.
- 4.6 Pregnancy, childbirth, abortion, miscarriage or all complications or death arising from these conditions.
- 4.7 Provoked murder or assault.
- 4.8 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.
- 4.9 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.
- 4.10 Whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing, white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hand-gliding or participation in any form of race or competition other than on foot.
- 4.11 Individuals such as despatch riders, pilots, aviation crews and firemen during the course of their work or whilst on duty, fishermen, professional motor racers, professional sportsmen, stevedores, building demolition workers, divers, jockeys, logging workers, miners, marine salvage crew, individuals directly involved in making or handling explosives, personnel in the armed forces, any law enforcement forces, policemen, tree fellers, window cleaners of high-rise buildings and other hazardous and dangerous occupations during the course of their work or whilst on duty.

- 4.12** 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.
- 4.13** 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.
- 4.14** 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.
- 4.15** 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.

## 5. ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

### 1. ENQUIRIES /COMPLAINTS HANDLING

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

**Customer Service Unit (CSU),**

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

### 2. AVENUE OF CLAIM APPEAL

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

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

**Ombudsman for Financial Services [Registration No.: 200401025885 (664393-P)],**

Level 14, 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  
Webform Address: [eLINK \(bnm.gov.my\)](http://eLINK(bnm.gov.my))