

## SCHEDULE OF BENEFITS

**CERTIFICATE NO :** 433913754-6

**CAR REGISTRATION NO:** NOT APPLICABLE

**CERTIFICATE OWNER :** SYAFIQA

**CURRENCY:** RINGGIT MALAYSIA

**APPLICABLE BENEFITS PLAN :** SEE SCHEDULE BELOW

**OR AMOUNT**

| Item | Covered Benefits  | Maximum Benefits  |
|------|---|---|
| (1)  | Hospital Room and Board<br>(subject to a maximum of 180 days in any Certificate Year for Covered Benefits (1) and (2) in aggregate) | As charged, subject to maximum of RM 200 per day and Overall Annual Limit   |
| (2)  | Intensive Care Unit<br>(subject to a maximum of 180 days in any Certificate Year for Covered Benefits (1) and (2) in aggregate)     | As charged, subject to Overall Annual Limit.  |
| (3)  | Hospital Supplies & Services  |   |
| (4)  | Surgical Fees   |   |
| (5)  | Operating Theatre   |   |
| (6)  | Anaesthetist Fees   |   |
| (7)  | In Hospital Physician Visit (subject to a maximum of 2 visits per day)  |   |
| (8)  | Pre-Hospital Diagnostic Tests (within 60 days prior to Hospitalisation)   |   |
| (9)  | Pre-Hospital Specialist Consultation (within 60 days prior to Hospitalisation)  |   |
| (10) | Post-Hospitalisation Treatment (within 90 days after discharge from Hospital)   |   |
| (11) | Ambulance Fees  |   |
| (12) | Day Surgery   |   |
| (13) | Emergency Accidental Outpatient Treatment<br>(subject to a maximum of 30 days from the date of Accident)                            | Up to RM 3,000 in aggregate payable in any Certificate Year, subject to Overall Annual Limit.   |
| (14) | Overall Annual Limit  | RM 100,000  |
| (15) | Overall Lifetime Limit  | No Limit  |
| (16) | Malaysian Tax   | Service tax and/or other tax(es) incurred on Covered Benefits, for which a claim is payable; not subject to the Overall Annual Limit. |

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# SAMPLE

## PRIVILEGES AND CONDITIONS

### GLOSSARY (Clause 1)

#### 1. DEFINITIONS AND INTERPRETATIONS

**“Accident”** means an incident which results in Injury to the Person Covered caused solely and directly by accidental, violent, external and visible means and independently of all other causes of which (except in the cases of drowning or of internal injury revealed by an autopsy) there is evidence of visible contusion or wound on the exterior of the body.

**“Any One Disability”** means all of the periods of disability arising from the same cause including any and all complications there from except that if the Person Covered completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice for the condition) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

**“Attained Age Next Birthday”** means the age next birthday of the Person Covered on preceding (or coincident) Certificate Anniversary.

**“Certificate Anniversary”** means the anniversary of the Commencement Date.

**“Certificate Year”** means the period which starts on the Commencement Date and ends on the day before the following Certificate Anniversary unless the Certificate is surrendered, lapsed or matured.

**“Clinic”** means an establishment duly constituted and registered as a clinic, which is operated for the treatment of injured or ill patients and provides facilities for diagnosis, minor surgery and dispensing facilities. Such establishment must be operated by a Physician who is legally registered with Malaysian Medical Council.

**“Commencement Date”** means the date this Certificate commences as specified in Takaful Schedule A. Where backdating is applied, the Commencement Date will be earlier than the Effective Date.

**“Congenital Conditions”** means any medical or physical abnormalities existed at the time of birth, or neo-natal physical abnormalities developing within six (6) months from the time of birth. This will include all types of hernias and epilepsy except when caused by trauma, which occurred after the Effective Date.

**“Contribution”** means the contribution specified in Takaful Schedule A or in any subsequent endorsement issued by Us.

**“Day Surgery”** means a medical process involving a patient who needs the use of a recovery facility for a surgical procedure on a pre-plan basis at the Hospital or specialist Clinic (but not for overnight stay) for less than eight (8) hours.

**“Dentist”** means a person who is duly licensed or registered to practise dentistry in the geographical area in which a service is provided, but excluding a physician or surgeon or dentist who is the Person Covered himself.

**“Disability”** means a Sickness, Disease, Illness or the entire Injury arising out of a single or continuous series of causes.

**“Doctor”** or **“Physician”** or **“Surgeon”** means a registered medical practitioner qualified and licensed to practise western medicine and who, in rendering his service, is practising 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.

**“Effective Date”** means the date the coverage starts as specified in Takaful Schedule A.

**“Eligible Expenses”** means Reasonable and Customary Charges incurred due to a covered Disability but not exceeding the limits stated in the Schedule of Benefits.

**“Hospital”** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which:-

- (a) has facilities for diagnosis and major surgery,
- (b) provides twenty-four (24) hour a day nursing services by registered and graduate nurses,
- (c) is under the supervision of a Physician, and
- (d) is not primarily a Clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.

**“Hospitalisation”** means admission to a Hospital as a registered Inpatient for a continuous period of at least eight (8) consecutive hours on Medically Necessary treatments for a covered Disability upon recommendation of a Physician. A patient shall not be considered as an Inpatient if the patient does not physically stay in the Hospital for the whole period of confinement.

**“Illness”, “Sickness” or “Disease”** means a physical condition marked by a pathological deviation from the normal healthy state.

**“Injury”** means bodily injury caused solely by Accident.

**“Inpatient”** means a Person Covered who has been assigned to a hospital bed during Hospitalisation, which is not in the Outpatient department of a Hospital.

**“Intensive Care Unit”** means a section within a Hospital which is designated as an Intensive Care Unit by the Hospital, and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

**“Investment Loss/Profit”** means the loss or profit arising from managing the investment of the *Tabarru’* Fund(s) in Shariah-compliant securities and activities.

**“Ju’alah”** means compensation for a given service, where the Participant will share the Underwriting Surplus with Us on a pre-agreed ratio.

**“Maturity Date”** means the date the coverage ceases as specified in Takaful Schedule A.

**“Medically Necessary”** means a medical service which is:-

- (a) consistent with the diagnosis and customary medical treatment for a covered Disability, and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits, and
- (c) not for the convenience of the Person Covered or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an Inpatient), and
- (d) not of an experimental, investigational or research nature, preventive or screening nature, and
- (e) for which the charges are fair, reasonable and customary for the Disability.

**“Misrepresentation”** shall have the meaning ascribed to it under the Islamic Financial Services Act 2013 and which includes innocent, reckless or deliberate misrepresentation.

**“MMA Guidelines”** means the latest available schedule of fees or charges for various descriptions of medical services and/or treatment which is provided by the Malaysian Medical Association (MMA) for the guidance of the medical profession in Malaysia.

**“Mudharabah”** means We, acting as an entrepreneur (*Mudharib*) that manages the collected funds based on an investment mandate with a set of predefined ethical guidelines and Participant as capital provider (*Rabbul Mal*). In return, We will share the profit with the Participant on the investment return based on pre-agreed ratio.

**“Outpatient”** means a Person Covered who is receiving medical care or treatment (including Day Surgery and treatment in a Daycare centre) without being hospitalised in a Hospital.

**“Participant”** means the Certificate Owner as specified in Takaful Schedule A.

**“Person Covered”** means the person who is covered under this Certificate as specified in Takaful Schedule A.

**“Pre-existing Illness”** means disabilities that the Person Covered has reasonable knowledge of, prior to the Effective Date. A Person Covered may be considered to have reasonable knowledge of a Pre-existing Illness where the condition is one for which:

- (a) the Person Covered had received or is receiving treatment; or
- (b) medical advice, diagnosis, care or treatment has been recommended; or
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

**“Prescribed Medicines”** means medicines that are dispensed by a Physician, a registered pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Disability.

**“Qard”** means an interest-free loan provided by Us in the event of deficit in the *Tabarru’* Fund. The *Qard* is repayable from the future Underwriting Surplus of the *Tabarru’* Fund.

**“Reasonable and Customary Charges”** means Medically Necessary charges for medical care which is considered reasonable and usual to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar Illness, Sickness, Disease or Injury and in accordance with accepted medical standards and practice which could not have been omitted without adversely affecting the Person Covered’s medical condition.

**“Specialist”** means a registered medical or dental practitioner qualified and licensed in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a physician, dentist or surgeon who is the Person Covered himself.

**“Specified Illnesses”** means the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days from the Effective Date. However, if there is a break in coverage prior to the expiry of the said one hundred and twenty (120) days, a fresh period of one hundred and twenty (120) days shall apply again from the date of reinstatement:

- (a) Hypertension, diabetes mellitus and Cardiovascular disease;
- (b) All tumours, cancers, cysts, nodules, polyps;
- (c) Stones of the urinary system and biliary system;
- (d) All ear, nose (including sinuses) and throat conditions;
- (e) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;
- (f) Disease of the Reproduction system including endometriosis;
- (g) Vertebro-spinal disorders (including disc) and knee conditions.

**“Surgery”** means any of the following medical procedures:

- (a) To incise, excise or electrocauterise any organ or body part, except for dental services;
- (b) To repair, revise, or reconstruct any organ or body part;
- (c) To reduce by manipulation a fracture or dislocation;
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder or urethra.

**“Tabarru”** means a portion of Contribution allocated into the *Tabarru’* Fund as donation that You willingly relinquish in order to help and provide assistance to fellow Participants in need.

**“Tabarru’ Fund”** means a pool of funds established for the purpose of solidarity and cooperation among the Participants in *Tabarru’* Fund for misfortune events (payment of claims).

**“Takaful Operator”, “Our”, “Us” or “We”** means Great Eastern Takaful Berhad.

**“Upfront Charge” or “Unallocated Contribution”** means the charge imposed upfront according to the percentage of Contribution paid, to pay for the management expenses and this amount is not allocated into the *Tabarru’* Fund.

**“Unexpired Tabarru”** means the portion of *Tabarru’* to be refunded for the remaining months upon surrender.

**“Underwriting Surplus”** means excess in the *Tabarru’* Fund after deduction of claims and reserve purposes, if any.

**“Wakalah”** means the contract of agency based on principle of *Wakalah bi al-ujrah* (or **“Upfront Charge” or “Unallocated Contribution”**) where the charge imposed upfront according to the percentage of Contribution paid as Participant appoints Us to manage *Tabarru’* Fund. The amount will be deducted from *Tabarru’* Fund.

**“Waiting Period”** means the first thirty (30) days from the Effective Date except for Specified Illnesses, which shall be one hundred and twenty (120) days from the Effective Date. The Waiting Period shall no longer become applicable after the first year of cover unless there is a break in coverage in any Certificate Year, the Waiting Period shall apply again.

**“You” or “Your” or “Yourself”** means the Participant named in Takaful Schedule A.

If not specifically provided, the following interpretations will apply to this Certificate:

- 1.1 Any reference to a “business day” is to a day (not being a Saturday, Sunday or a Public Holiday in Kuala Lumpur, Malaysia) on which Our Head Office is open for business in Malaysia and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar.
- 1.2 All schedules, annexures, endorsements and attachments to this Certificate shall form part of this Certificate. If there is any conflict or discrepancy between the schedules with any of the provisions of this Certificate mentioned in the Privileges and Conditions, the terms and conditions in the Privileges and Conditions of this Certificate will prevail. If there is any conflict between the schedules, annexures or attachments of this Certificate with the endorsement or Privileges and Conditions, the endorsement or Privileges and Conditions (whichever is applicable), will prevail. Where there is any conflict or discrepancy between the endorsement and the Privileges and Conditions, the endorsement shall prevail.
- 1.3 Any reference to the masculine form shall include the feminine, and likewise, the singular word shall include the plural and vice versa unless otherwise prescribed.

## **BASIS OF CONTRACT (Clause 2)**

### **2. TAKAFUL CERTIFICATE**

- 2.1 This Certificate is issued in consideration of the Contribution payment received by Us and according to:
- 2.1.1 the answers given by You and/or the Person Covered in Your application or Proposal for Family Takaful ("Proposal") or any subsequent questionnaires provided by Us on any matters relating to Your Proposal and any disclosures made by You between the time of submission and the time this Takaful Certificate takes effect; and
- 2.1.2 any other reports and questionnaires;  
(collectively referred to as "Material Information")  
Such Material Information shall form part of this contract of Takaful between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such Material Information, the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.
- 2.2 It is Your duty to take reasonable care not to make any misrepresentation when answering the questions or confirming or amending any matter previously disclosed before this Certificate is renewed or varied.
- 2.3 You must inform Us of any change to the information provided in Your answers or in respect of any matter previously disclosed to Us if such changes had taken place after You have submitted the application for renewal or variation but before this Certificate is renewed or varied.
- 2.4 This Certificate may be varied with the consent in writing of Our Chief Executive Officer or any person appointed by Our Board of Directors by way of special provision or Endorsement ("the Document") to this Certificate. Any subsequent variation to this Certificate will be notified to you with a notice in writing and in accordance with the "Notices and Correspondence" clause below.

## **CONTRACTUAL RELATIONSHIP BETWEEN YOU AND US (Clause 3)**

### **3. WAKALAH**

- 3.1 You agreed to appoint and authorise Us to manage this Takaful plan and invest the *Tabarru'* Fund. We are authorised to implement the Takaful business in accordance with Shariah principles, legal and regulatory requirements as well as the terms stated herein. In return for the tasks to be carried out and based on *Wakalah bi al-ujrah* principles, You agreed to pay the Upfront Charge to Us.
- 3.2 Upon circumstances that would be deemed as mismanagement, negligence or breach of specified terms, We shall be liable and shall compensate for loss or damage including any actual cost suffered by You.
- 3.3 The *Wakalah* contract shall dissolve upon maturity, termination due to surrender or any circumstances as specified under Clause 8 below. We are entitled to the Upfront Charge for the services rendered.
- 3.4 For the avoidance of doubt, mismanagement and negligence may include but not limited to the following:
- 3.4.1 poor disclosure of the investment risk that is borne by You;
- 3.4.2 non-compliance with the investment strategy or improper execution against approved policies;
- 3.4.3 investment strategy adopted by Us is inconsistent with the strategy that had been agreed with You at the point of entering into the Certificate; and
- 3.4.4 misleading information disclosed in the Product Disclosure Sheet.

## **CONTRIBUTION AND CHARGES (Clauses 4 - 7)**

### **4. CONTRIBUTION**

- 4.1 The Contribution will be allocated into the *Tabarru'* Fund.
- 4.2 The Contribution may be increased by You based on the attained age next birthday of the Person Covered at each Certificate Anniversary.
- 4.3 Contribution are to be paid to Us on or before each Contribution due date.
- 4.4 In the event of non-payment of Contribution while this Certificate is in force, this Certificate

will lapse immediately after the Grace Period ends.

## 5. UPFRONT CHARGE

- 5.1 The Upfront Charge is the amount deducted upfront from the *Tabarru'* Fund (as a percentage of Contribution less Service Tax and/or other taxes, if any) and is used to meet Our direct distribution cost including agent's commission, and management expenses.
- 5.2 If the Contribution is paid on annual, half-yearly or quarterly basis and in the event this Certificate is surrendered or terminated due to any provisions before the date of the next Contribution due, the Upfront Charge (other than the first year Upfront Charge) less actual expenses incurred will be refunded.
- 5.3 Management expenses include Stamp Duty of Ringgit Malaysia ten (RM10).

## 6. TABARRU'

- 6.1 We will deduct a monthly *Tabarru'* from the Contribution based on the payment mode selected at the beginning of each Contribution due.
- 6.2 *Tabarru'* amount equals to the remaining contribution paid after Upfront Charge will be placed into *Tabarru'* Fund using the following formula:  
$$\text{Tabarru}' = \text{Contribution Paid} \times \text{Allocation Rate}$$
- 6.3 The standard *Tabarru'* rates per annum vary by Attained Age Next Birthday, gender and occupation classification of the Person Covered and these rates are given in Takaful Schedule L.

## 7. VARIATION OF CONTRIBUTION, TABARRU' RATES AND OTHER CHARGES

- 7.1 We may vary the Contribution, *Tabarru'* rates and other charges ("Rates and Charges") under this Certificate by giving at least thirty (30) days advance written notice ("Notice Period") to You in accordance with the 'Notices and Correspondence' Clause. Any revision whether to increase or decrease the Rates and Charges will take effect on the Certificate Anniversary immediately following the expiry of the Notice Period, unless and otherwise you disagree in writing and inform us within the Notice Period of your intention to surrender or terminate this Certificate.
- 7.2 The revised Contribution will follow the allocation rate as specified in Takaful Schedule B of this Certificate according to the Certificate Year.

## LAPSE AND REINSTATEMENT (Clauses 8 - 9)

### 8. GRACE PERIOD AND TERMINATION

- 8.1 You are allowed up to thirty (30) days from each of the Contribution due dates to pay for Your subsequent Contributions under this Certificate ("the Grace Period").
- 8.2 If any claim occurs during the Grace Period, any amount of indebtedness under this Certificate will be deducted from the claim proceeds payable to You.
- 8.3 Upon expiry of the Grace Period, this Certificate will lapse.

### 9. REINSTATEMENT

- 9.1 If this Certificate is terminated due to lapse, You may reinstate this Certificate within three (3) months from the date of termination and subject to the following conditions:
  - 9.1.1 Your written application for reinstatement is received by Us;
  - 9.1.2 the Person Covered is within the age limit as determined by Us at the time of reinstatement;
  - 9.1.3 Your justification to be covered is satisfactory and accepted by Us;
  - 9.1.4 You must pay all outstanding contributions to Us; and
  - 9.1.5 any other conditions that We may need to impose.
- 9.2 We will approve, reject or impose additional conditions in writing on Your application for the reinstatement.
- 9.3 If there is any Misrepresentation made in Your application for reinstatement and where this Certificate has been in effect for two (2) years or less from the date of reinstatement, We may

void the Certificate if the misrepresentation is classified as follows:-

- 9.3.1 a deliberate or reckless Misrepresentation; or
  - 9.3.2 a careless or innocent Misrepresentation in which We would not have reinstated this Certificate; or
  - 9.3.3 a careless or innocent misrepresentation in which We would have reinstated this Certificate.
- 9.4 If there is any Misrepresentation made in Your application for reinstatement and where this Certificate has been in effect for more than two (2) years from the date of any reinstatement, We may void the Certificate if the misrepresentation is classified as a deliberate or reckless misrepresentation, in which We would not have reinstated this Certificate.
- 9.5 If this Certificate is invalidated or void pursuant to Clause 9.4 above, Our liability shall be limited to the refund of unearned Upfront Charge less expenses which may have been incurred for the medical examination of the Person Covered as well as any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.

**CERTIFICATE OPTION (Clause 10)**

**10. SURRENDER**

You may surrender this Certificate and We will refund the following:

- 10.1 the unearned Upfront Charge from Our fund (other than the first year Upfront Charge). In the event the Certificate is surrendered or terminated before the next Contribution date is due and where the Contribution is paid annually, half-yearly or quarterly, the Upfront Charge less actual expenses incurred will be refunded; and
- 10.2 the unexpired *Tabarru'* from the *Tabarru'* Fund. In the event the Certificate is surrendered before the next Contribution date is due and where the Contribution is paid annually, half-yearly or quarterly, the amount of *Tabarru'* refund shall be equal to a percentage of *Tabarru'* contribution based on the duration of the Certificate that has been enforced and contribution payment mode.

| Duration not exceeding | Refund Annual <i>Tabarru'</i> Charge | Refund Semi-Annual <i>Tabarru'</i> Charge | Refund Quarterly <i>Tabarru'</i> Charge | Refund Monthly <i>Tabarru'</i> Charge |
|------------------------|--------------------------------------|---|---|---------------------------------------|
| 1 month                | 90%                                  | 85%                                       | 65%                                     | No refund                             |
| 2 months               | 85%                                  | 65%                                       | 35%                                     | No refund                             |
| 3 months               | 75%                                  | 50%                                       | No refund                               | No refund                             |
| 4 months               | 65%                                  | 35%                                       | 65%                                     | No refund                             |
| 5 months               | 60%                                  | 15%                                       | 35%                                     | No refund                             |
| 6 months               | 50%                                  | No refund                                 | No refund                               | No refund                             |
| 7 months               | 40%                                  | 85%                                       | 65%                                     | No refund                             |
| 8 months               | 35%                                  | 65%                                       | 35%                                     | No refund                             |
| 9 months               | 25%                                  | 50%                                       | No refund                               | No refund                             |
| 10 months              | 15%                                  | 35%                                       | 65%                                     | No refund                             |
| 11 months              | 10%                                  | 15%                                       | 35%                                     | No refund                             |
| >11 months             | No refund                            | No refund                                 | No refund                               | No refund                             |

This Certificate shall be terminated upon payment of the surrender value and all benefits and rights under this Certificate shall cease.

**TAKAFUL FUNDS PROVISIONS (Clauses 11 - 13)**

**11. TABARRU' FUND**

- 11.1 Based on the Shariah concept of *Tabarru'*, You will donate a portion of Contribution into the *Tabarru'* Fund for the purpose of mutual help. *Tabarru'* Fund is owned by a pool of Participants and managed by Us for the purpose of claims payment on the events covered under this Certificate.



- 11.2 Based on the Shariah contract of *Mudharabah*, You as capital provider appoint Us as entrepreneur to undertake Shariah-compliant investment activities for the *Tabarru'* Fund on Your behalf. In return, We will share a predetermined percentage share of the investment profit. We as an entrepreneur cannot guarantee the principal amount and expected profit from the investment.
- 11.3 In the event that there is a deficit or loss in the *Tabarru'* Fund due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss, where applicable.

## 12. UNDERWRITING SURPLUS

- 12.1 The Underwriting Surplus shall be calculated and distributed annually, after each financial year.
- 12.2 Any Underwriting Surplus that distributable will be determined after a suitable proportion of it is held back for contingency purpose before it is shared between You and Us in the proportion of fifty percent (50%) and fifty percent (50%) respectively. We are entitled to Underwriting Surplus based on the *Ju'alah* contract. Your share to the Underwriting Surplus will be credited into the Your bank account.
- 12.3 Any unutilised amount of Underwriting Surplus held back for contingency purpose, will be included in the calculation of the Underwriting Surplus for the next financial year.
- 12.4 The Underwriting Surplus (if any) will not be distributed if in Our judgement, the surplus should remain in the *Tabarru'* Fund to maintain the ability to meet future liabilities or to meet Your reasonable expectations not specifically provided for in Our actuarial valuation.
- 12.5 In the event of any deficit from the *Tabarru'* Fund, there will be no Underwriting Surplus distribution for the respective financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the *Tabarru'* Fund is still in deficit, the *Qard* will be arranged. The *Qard* will be carried forward to the following financial year and any surplus will be used to pay off *Qard* (if any) to Us before it is being distributed.

## 13. INVESTMENT PROFIT/LOSS

- 13.1 Any Investment Profit or Investment Loss from the *Tabarru'* Fund shall be calculated and distributed annually, after each financial year.
- 13.2 Any Investment Profit which derives from the *Tabarru'* Fund based on *Mudharabah* concept, will be shared among the participants and Us in the proportion of fifty percent (50%) and fifty percent (50%) respectively. Your allocated amount for You will be credited into Your bank account (net of tax).
- 13.3 Any Investment Loss in the *Tabarru'* Fund will be carried forward and accounted for before arriving at the Underwriting Surplus (or deficit) on the next financial year.

## BENEFITS AND CERTIFICATE CONDITIONS (Clauses 14 - 18)

### 14. MEDICAL BENEFITS

- 14.1 While this Certificate is in force and subject to the terms and conditions, upon receipt and approval of due proof such as original bills, receipts and/or other evidence satisfactory to Us that the Person Covered is confined to a Hospital for Medically Necessary services and/or treatments due to Illness or Injury or is receiving Medically Necessary services and/or treatments in relation to any Covered Benefits as described in Clause 15.3 below, We shall, after applying the appropriate limit for each Covered Benefit, the Overall Annual Limit and any Coordination of Benefits as specified in Clause 16.11 below, pay the balance of the Eligible Expenses, if any, from the *Tabarru'* Fund, as provided under this Certificate for:
- (a) Illness which existed or was diagnosed after the Waiting Period; or
- (b) Injury which occurred on or after the Effective Date.
- The payment of the balance of any of the Eligible Expenses is payable from the *Tabarru'* Fund and is guaranteed.
- 14.2 For the avoidance of doubt, no benefits shall be payable for:
- 14.2.1 any condition which existed or diagnosed:
- 14.2.1.1 during the Waiting Period; or
- 14.2.1.2 after the expiry of the Waiting Period but which is related to a condition

- which existed or diagnosed during the Waiting Period; or
- 14.2.2 any sign or symptom existed before or during the Waiting Period which would prompt a reasonable person to seek medical care or attention, though the resulting diagnosis may occur before or after the expiry of the Waiting Period.
- 14.3 In addition, a claim as described in Clauses 14.1 or 14.2 above will not be admissible only because notification of the said claim was given to Us after the expiry of the Waiting Period.

## 15. DESCRIPTION OF BENEFITS

### 15.1 Overall Annual Limit

Benefits payable in respect of Eligible Expenses incurred for Medically Necessary services and/or treatments provided to the Person Covered during any Certificate Year shall be limited to the Overall Annual Limit irrespective of the type/types of Disability. If the Overall Annual Limit for a particular Certificate Year has been fully exhausted, all coverage on the Person Covered shall immediately cease to be payable for that remaining Certificate Year.

### 15.2 Overall Lifetime Limit

While this Certificate is in force and subject to the terms and conditions, no lifetime limit is applicable for benefits payable in respect of Eligible Expenses incurred for Medically Necessary services and/or treatments provided to the Person Covered from the Effective Date and during the lifetime of the Person Covered irrespective of the type/types of Disability.

### 15.3 Covered Benefits

Reimbursement of the Eligible Expenses incurred for Covered Benefits is also subject to the following conditions:

- (a) the charges must be Reasonable and Customary Charges which are consistent with those usually charged to a ward or room and board, and the daily rate is approximated to and within the daily limit of the amount stated in item (1) of the Schedule of Benefits; and
- (b) such charges are also consistent with and at the same level as those recommended in the MMA Guidelines.

The Covered Benefits are:

#### 15.3.1 Hospital Room and Board

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary room accommodation and meals. The amount payable for this benefit shall be equal to the actual charges made by the Hospital during Hospitalisation of the Person Covered, subject to the daily rate of Hospital Room and Board, the maximum number of days and the limits stated in the Schedule of Benefits. A Person Covered will only be entitled to this benefit while confined to a Hospital as an Inpatient.

#### 15.3.2 Intensive Care Unit

Reimbursement of the Reasonable and Customary Charges for Medically Necessary actual room and board incurred during confinement of a Person Covered as an Inpatient in the Intensive Care Unit of a Hospital. The amount payable for this benefit shall be equal to the actual charges made by the Hospital, subject to the maximum number of days and the limits stated in the Schedule of Benefits. No Hospital Room and Board benefit and Intensive Care Unit benefit shall be paid concomitantly.

For the avoidance of doubt, if Intensive Care Unit benefit is payable for a confinement period, no Hospital Room and Board benefit shall be payable for the same confinement period.

#### 15.3.3 Hospital Supplies and Services

Reimbursement of the Reasonable and Customary Charges actually incurred for:

- general nursing;
- prescribed and consumed drugs and medicines;
- dressings, splints and plaster casts;
- x-ray;

- laboratory examinations;
- electrocardiograms;
- physiotherapy;
- basal metabolism tests;
- intravenous injections and solutions; or
- administration of blood and blood plasma but excluding the cost of blood and plasma while the Person Covered is confined as an Inpatient in a Hospital; which is Medically Necessary, subject to the limits stated in the Schedule of Benefits.

**15.3.4 Surgical Fees**

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary surgery by the Specialists, including Pre-Hospital Specialist Consultation and Post-Hospitalisation Treatment, subject to the limits stated in the Schedule of Benefits. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the limits stated in the Schedule of Benefits.

**15.3.5 Operating Theatre**

Reimbursement of the Reasonable and Customary Charges incurred for operating room incidental to Medically Necessary surgical procedure, subject to the limits stated in the Schedule of Benefits.

**15.3.6 Anaesthetist Fees**

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary administration of anaesthesia by the anaesthetist, subject to the limits stated in the Schedule of Benefits.

**15.3.7 In Hospital Physician Visit**

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary Physician's visit to an Inpatient who is confined for Disability, subject to a maximum of two (2) visits per day and the limits stated in the Schedule of Benefits.

**15.3.8 Pre-Hospital Diagnostic Tests**

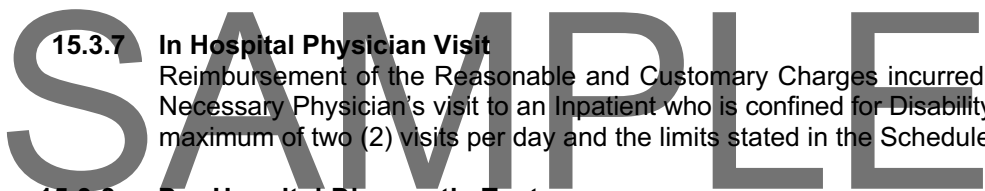
Reimbursement of the Reasonable and Customary Charges incurred within sixty (60) days preceding Hospitalisation, for Medically Necessary ECG, x-ray and laboratory tests which are recommended by a qualified medical practitioner and performed for diagnostic purposes on account of an Injury or Illness and in connection with a Disability, subject to the limits stated in the Schedule of Benefits. No payment shall be made if the Person Covered does not result in Hospitalisation for the treatment of the medical condition diagnosed upon such diagnostic services. In addition, medications and consultation charged by the medical practitioner shall not be payable.

**15.3.9 Pre-Hospital Specialist Consultation**

Reimbursement of the Reasonable and Customary Charges incurred within sixty (60) days preceding Hospitalisation, for Medically Necessary first time consultation by a Specialist in connection with a Disability provided that such consultation has been recommended in writing by the attending general practitioner, subject to the limits stated in the Schedule of Benefits. No payment shall be made for clinical treatment (including medications and subsequent consultation after the Illness is diagnosed) or where the Person Covered does not result in Hospitalisation for the treatment of the medical condition diagnosed.

**15.3.10 Post-Hospitalisation Treatment**

Reimbursement of the Reasonable and Customary Charges incurred within ninety (90) days immediately following discharge from Hospital for a Disability, for Medically Necessary follow-up treatment by the same attending Physician, subject to the limits stated in the Schedule of Benefits. This shall include Prescribed Medicines during the follow-up treatment but shall not exceed the supply needed for the maximum of ninety (90) days from the date of discharge.



**15.3.11 Ambulance Fees**

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary domestic ambulance services (inclusive of attendant) to and/or from the Hospital, subject to the limits stated in the Schedule of Benefits. No payment shall be made if the Person Covered is not hospitalised.

**15.3.12 Day Surgery**

Reimbursement of the Reasonable and Customary Charges incurred for a Medically Necessary Day Surgery subject to the limits stated in the Schedule of Benefits. This shall be limited to the following surgical procedures which are commonly performed safely as Day Surgery:

- Adenoidectomy;
- Bone Marrow Aspiration and Biopsy;
- Cataract removal;
- Colonoscopy;
- Cystourethroscopy;
- Endolaser Venous Surgery;
- Endoscopic Retrograde Cholangiopancreatography;
- Excision of Bunions;
- Excision of Ganglion, Fibroma(s) and Breast Lump(s);
- Excision of Pterygium;
- Extra corporeal Shock Wave Lithotripsy;
- Herniotomy/Hernioraphy;
- Insertion or Removal of Ureteric J-Stent;
- Laparoscopic Endometrial Ablation;
- Laparoscopy;
- Laryngoscopy;
- Laser Photocoagulation treatment for Retinal Detachment;
- Marsupialisation and drainage of Bartholin's Cysts;
- Myringotomy or Myringoplasty;
- Reduction of Bone Fracture(s);
- Release of Carpal Tunnel (Carpal Tunnel Decompression);
- Release of Dupuytren's contracture;
- Removal of Cervical Polyps;
- Removal of Nasal Polyps;
- Removal of Plate and Screw/Implants;
- Rubber Banding of Haemorrhoids.

We may extend the above list of surgical procedures which are commonly performed safely as Day Surgery, from time to time. If any such surgical procedure is performed while the Person Covered is an Inpatient, only the equivalent benefit of Day Surgery shall be paid, unless Our appointed medical practitioner has given prior approval.

**15.3.13 Emergency Accidental Outpatient Treatment**

Reimbursement of the Reasonable and Customary Charges incurred for Medically Necessary treatment as an Outpatient at any registered Clinic or Hospital as a result of a covered bodily Injury arising from an Accident, within twenty-four (24) hours of such Accident and subject to the maximum amount and the limits stated in the Schedule of Benefits. Follow-up treatment by the same Doctor or same registered Clinic or Hospital for the same covered bodily Injury shall be provided up to a maximum of thirty (30) days from date of Accident, subject to the maximum amount and the limits stated in the Schedule of Benefits.

**15.3.14 Malaysian Tax**

Reimbursement of the prevailing service tax and/or other tax(es), if applicable. Tax applicable to any of the Eligible Expenses incurred on Covered Benefits, for which a claim is payable, and the amount of such reimbursement shall not form part of the computation of the Overall Annual Limit as stated in the Schedule of Benefits.

**16. CONDITIONS**

**16.1 Assignee**

An Assignee under the Certificate shall not be entitled to any benefit payable under this Certificate.

**16.2 Person Eligible**

Person eligible to be covered under this Certificate is:

16.2.1 the Person Covered whose age must be at least thirty (30) days old but not exceeding eighty (80) years next birthday; and

16.2.2 a citizen of Malaysia or a permanent resident of Malaysia or a foreigner holding a valid and current working permit who is working in Malaysia.

**16.3 Misstatement of Age**

If the age of the Person Covered has been misstated and the *Tabarru'* deducted as a result of it is insufficient, any claim payable under this Certificate shall be prorated based on the ratio of the actual deducted *Tabarru'* to the *Tabarru'* which should have been charged for the year. Any excess *Tabarru'* which may have been paid as a result of such misstatement of age, shall be credited back into the *Tabarru'* Fund.

If at the correct age, the Person Covered would not have been eligible for cover under this Certificate, no benefit shall be payable and only *Tabarru'* which have been deducted will be credited back into the *Tabarru'* Fund.

**16.4 Change in Risk**

The Person Covered shall give immediate notice in writing to Us of any material change in his occupation, business, duties or pursuits; and pay any additional contribution that may be required by Us. However, if such change in risk has rendered the Person Covered no longer protected by Us, We shall be entitled to terminate this Certificate in accordance with Clause 17 below.

**16.5 Geographical Territory**

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

**16.6 Overseas Treatment**

If the Person Covered elects to be treated outside Malaysia or is referred to be treated outside Malaysia by the attending Physician, benefits in respect of the treatment shall be limited to the Reasonable and Customary Charges for such equivalent local treatment in Malaysia and shall exclude the cost of transport to the place of treatment. This is however subject to Clause 16.11 below, if applicable.

**16.7 Residence Overseas**

No benefit shall be payable for any medical treatment received by the Person Covered outside Malaysia, if the Person Covered resides or travels outside Malaysia for more than ninety (90) consecutive days.

**16.8 Currency of Payment**

All payments under this Certificate shall be made in the legal currency of Malaysia. Should any payment be requested by the Person Covered to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement. In the event of Hospitalisation outside Malaysia, bills rendered in a currency other than Ringgit Malaysia shall first be converted to Ringgit Malaysia based on a quoted exchange rate in effect on the date the Person Covered is discharged from Hospital. The quoted exchange rate shall be obtained from a financial institution as determined by Us and shall be final and binding on the Person Covered or claimant.

**16.9 Continuation of Hospitalisation into the following Certificate Year**

Where a period of Hospitalisation, Outpatient treatment, pre-hospitalisation or post-hospitalisation continues to the following Certificate Year, the Eligible Expenses incurred shall be apportioned accordingly based on the actual itemised expenses incurred for a Certificate Year or based on the actual days of Hospitalisation, Outpatient treatment, pre-hospitalisation or post-hospitalisation occurred in that Certificate Year, as the case may be.

**16.10 Certification, Information and Evidence**

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

**16.11 Coordination of Benefits**

We will not provide any compensation other than on a proportionate basis if the Person Covered has any other Hospitalisation coverage on reimbursement basis with Us or others, or is receiving compensation from other sources in respect of Injury or Illness or Disease for which he is making a claim under this Certificate. The claims payout in aggregate shall be limited to the Reasonable and Customary Charges, for the disability in which the claim is made.

**16.12 Claim Procedures**

Prior to payment of any benefit payable under this Certificate, the amount of any indebtedness under this Certificate shall first be deducted from the benefits payable.

16.12.1 The Person Covered shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to Us stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including Prescribed Medicines and services rendered.

Failure to furnish such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

16.12.2 The Person Covered shall immediately procure and act on proper medical advice and We shall not be held liable in the event a treatment or service becomes necessary due to failure of the Person Covered to do so.

16.12.3 All claims must be submitted to Us within thirty (30) days of completion of the events for which the claim is being made. Claims are not deemed complete and Eligible Expenses are not payable unless all bills for such claims have been submitted and agreed upon by Us. Only actual costs incurred shall be considered for reimbursement. Any variation or waiver of the foregoing shall be at Us.

**16.13 Condition Precedent to Liability**

The due observance and the fulfillment of the terms and conditions of this Certificate by the Person Covered and in so far as they relate to anything to be done or complied with by the Person Covered shall be conditions precedent to any of Our liability.

**16.14 Alterations**

We reserve the right to amend the terms and conditions of this Certificate by giving thirty (30) days' advance written notice in accordance with "Notices and Correspondence" clause of the Privileges and Conditions, and such amendment shall be applicable from the next Certificate Anniversary immediately following the expiry of the thirty (30) days' advance written notice. No alteration to this Certificate shall be valid unless authorised by Us and such approval is endorsed thereon.

**16.15 Legal Proceeding**

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the Person Covered shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this Certificate, the Person Covered may, within a grace period of one (1) calendar year from the date 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 terms and conditions of this Certificate. The acceptance of such proof of loss shall be at Us. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

**16.16 Subrogation**

If We become liable for any payment under this Certificate, We shall be subrogated to the

extent of such payment to all the rights and remedies of the Person Covered against any party and shall be entitled at its own expense to sue in the name of the Person Covered, the Person Covered shall give or cause to be given to Us all such assistance in his/her power as We shall require to secure the rights and remedies and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively bring suit in the name of the Person Covered.

## 17. EXCLUSIONS

- 17.1 We will not pay the Covered Benefits as stated in Clauses 15.3.1 to 15.3.14 under this Certificate as a result of, including of any of the following whether directly or indirectly:
- 17.1.1 Pre-existing Illness as defined in Clause 1 above;
  - 17.1.2 Specified Illnesses as defined in Clause 1 above;
  - 17.1.3 any medical or physical conditions arising within the Waiting Period except for Injury;
  - 17.1.4 plastic/cosmetic surgery, circumcision, eye examination, glasses, lens and refraction or surgical correction of nearsightedness and farsightedness (Radial Keratotomy or Lasik) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof;
  - 17.1.5 dental conditions including dental treatment or oral surgery; except as necessitated by Injury to sound natural teeth occurring in any Certificate Year and performed by Dentist. In addition, expenses arising from placement of denture and prosthetic services such as bridges, implants and crowns or their replacement will not be payable;
  - 17.1.6 private nursing, rest cures or sanatoria care, illegal drugs, intoxication (including but not limited to alcohol and drugs), sterilisation, venereal disease and its sequelae, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) and HIV related diseases, and any communicable diseases required quarantine by law;
  - 17.1.7 any treatment or surgical operation for Congenital Conditions or deformities including hereditary conditions;
  - 17.1.8 pregnancy and its complications, child birth (including surgical delivery and any surgical or non surgical procedure of the female reproductive system during surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilisation;
  - 17.1.9 Hospitalisation primarily for investigatory purposes, diagnosis, x-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain;
  - 17.1.10 suicide, attempted suicide or self-inflicted injury, while sane or insane;
  - 17.1.11 war or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection;
  - 17.1.12 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material;
  - 17.1.13 expenses incurred for donation of any body organ by a Person Covered and cost of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications;
  - 17.1.14 investigations and treatment of sleep and snoring disorders, hyperhidrosis treatment, hormone replacement therapy, stem cell therapy, PET scan and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage, hyperbaric oxygen therapy or aromatherapy or other alternative treatment;
  - 17.1.15 care or treatment for which payment is not required or to the extent which is payable by any other insurance companies/takaful operators or indemnity covering the Person Covered and disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance Contract or from either sources in respect in Injury or Illness or Disease for which the claim is made;
  - 17.1.16 psychotic, mental or nervous disorders, (including any neuroses and their

- physiological or psychosomatic manifestations);
- 17.1.17 costs/expenses of services of a non-medical nature, such as television, telephones, telex services, broadband services, electricity bills for handphone charging, radios or similar facilities, admission kit/pack and other ineligible non-medical items;
  - 17.1.18 Sickness or Injury arising from racing of any kind (except for foot racing), hazardous sports or activities that involve speed, height, high level of physical exertion, highly specialised gear or spectacular stunts such as but not limited to parachuting, sky-diving, scuba-diving, bungee jumping, water skiing, underwater activities requiring breathing apparatus, winter sports, Professional Sports and illegal activities. For the avoidance of doubt, "Professional Sports" means engaging in any physical activity in a professional capacity or where the Person Covered would or could earn income or remuneration from engaging in such activity;
  - 17.1.19 engaging in aerial flights other than as a crew member or as a fare-paying passenger of an International Airline operating on a regular scheduled route;
  - 17.1.20 expenses incurred for gender change;
  - 17.1.21 any Outpatient treatment not related to Inpatient treatment, except as provided under this Certificate; or
  - 17.1.22 charges which are not Reasonable and Customary Charges, or any surgery or treatment which is not Medically Necessary, or charges in excess of Reasonable and Customary Charges, or charges which are incurred for Hospitalisation, pre-hospitalisation and/or post-hospitalisation after the Maturity Date.
  - 17.1.23 any disability of the Person Covered has been caused by injuries arising:
    - 17.1.23.1 in time of declared or undeclared war;
    - 17.1.23.2 while under orders for war like operations;
    - 17.1.23.3 while under restoration of public order during strikes, riots and civil commotion; or
    - 17.1.23.4 from the employment or training of the Person Covered in any Military or Paramilitary branch of the Armed Services, Navy or Police organisation of any country.

## 18. TERMINATION

- 18.1 This Certificate shall automatically be terminated on the earliest occurrence of the following events:
- 18.1.1 on the Certificate Anniversary on which the Person Covered's age is eighty (80) years next birthday;
  - 18.1.2 upon death of the Person Covered;
  - 18.1.3 when We receive Your request for termination of this Certificate in writing;
  - 18.1.4 on the Maturity Date; or
  - 18.1.5 when the Certificate lapses, becomes void, is surrendered or is terminated in any other manner.
- 18.2 We shall be entitled to terminate this Certificate immediately when a change in risk as stated in Clause 16.4 above has, in Our opinion, rendered the Person Covered no longer protected by Us.
- 18.3 Any *Tabarru'* deducted on this Certificate after its termination shall be credited back into the *Tabarru'* Fund.

## OTHER PROVISIONS (Clauses 19 - 29)

### 19. CONFIRMATION OF AGE

- 19.1 You must prove the true age of the Person Covered to Us before We are required to pay any benefit under this Certificate unless this information has been previously verified and confirmed by Us to be correct.
- 19.2 We are entitled to adjust the surplus or profit allotted, or reduces the contribution, under this Certificate, according to the true age of the Person Covered if it was incorrectly stated in the proposal for Family Takaful.

### 20. PERMISSIBLE TAKAFUL INTEREST

- 20.1 If the Takaful coverage is provided to a Person Covered other than Yourself, You shall have



Permissible Takaful Interest in the Person Covered at the time the contract of Takaful is entered into and at the time the Takaful benefits are payable.

- 20.2 For the purpose of this Clause, You shall be deemed to have a Permissible Takaful Interest in the Person Covered if the Person Covered is:
- 20.2.1 Your spouse or child;
  - 20.2.2 Your ward under the age of majority at the time You entered into the contract of Takaful;
  - 20.2.3 Your employee; or
  - 20.2.4 a person on whom he is wholly or partly dependent for maintenance or education at the time he entered into the contract of Takaful.

## 21. INDISPUTABILITY

- 21.1 We will not dispute the validity of this Certificate during the lifetime of the Person Covered after two (2) years from the Effective Date, or from the date of any reinstatement, whichever is later, unless there is fraud.
- 21.2 In the event that this Certificate is invalidated or void for any reason (except for the reason specified under Clause 19 above), Our liability shall be limited to the refund of the unearned Upfront Charge provided by You less expenses which may have been incurred for the medical examination of the Person Covered as well as any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.

## 22. REMEDIES FOR MISREPRESENTATION

- 22.1 This clause shall only apply if the duration of this Certificate is two (2) years or less from the Effective Date.
- 22.2 Any pre-contractual Misrepresentation made by the Person Covered under this Certificate will be classified as:
- 22.2.1 deliberate or reckless; or
  - 22.2.2 careless or innocent.
- 22.3 If the statement and/or declaration from the Person Covered is inaccurate, false or misleading and that such statement and/or declaration was of material matter and suppressed material fact or was fraudulently made or omitted to be made, We may:
- 22.3.1 avoid this Certificate and refuse all claims under deliberate or reckless Misrepresentation, in which event, Our liability shall be limited to the refund of the unearned Unallocated Contribution less any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
  - 22.3.2 for careless or innocent Misrepresentation, We may:
    - 22.3.2.1 avoid the Certificate and refuse all claims, in which event We will return the following, if any:
      - 22.3.2.1.1 unearned Upfront Charge;
      - 22.3.2.1.2 *Tabarru'* (excluding Underwriting Surplus, if any); and
      - 22.3.2.1.3 Investment Profit;
    - less any indebtedness under this Certificate. Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
    - 22.3.2.2 enter into or renew this Certificate on different terms.

## 23. NOTICE OF ASSIGNMENTS

A written notice of assignment or charge on this Certificate is deemed notified to Us, if it is delivered to Us at Our offices and acknowledged by Us in writing. Our acknowledgment on your notice of assignment does not constitute validation of such assignment. Notwithstanding this, we may accept your notice of assignment and affect such assignment placed under this Certificate.

## 24. CHANGE OF NOMINEES

You may make changes to Your nomination by informing to Us in writing. The change will take effect from the date We receive the notice in writing from You.

**25. ACCEPTANCE OF INSTRUCTIONS**

We will only accept instructions, requests or notices when such forms, documents, information and consents as required by Us are received.

**26. RESIDENCES, OCCUPATION AND TRAVEL**

This Certificate is free from restrictions as regards to residence, occupation and travel.

**27. NOTICES AND CORRESPONDENCE**

27.1 Any notice, request, instruction or correspondence to Us and You shall be in writing. Your mailing address, email address or handphone number will be as stated in the proposal for Family Takaful unless there is notification of any changes to Us.

27.2 Any notice, request, instruction or correspondence given by Us to You shall be conclusively deemed to have been received as follows:

27.2.1 for personal delivery, on the day of delivery;

27.2.2 for ordinary post, or pre-paid registered post, seven (7) days after the date of posting, if posted to an address in Malaysia, and fourteen (14) days, if posted outside of Malaysia;

27.2.3 for delivery via email or short message services, on the day of delivery;

27.2.4 for publishing in a local daily newspaper, on the day of publishing; or

27.2.5 for electronic posting on Our official website or other website, the later of the day of electronic posting or the day of delivery of a separate notification to You of such electronic posting via any effective means provided under the above Clauses 27.2.1, 27.2.2, 27.2.3 or 27.2.4 respectively, as determined by Us from time to time.

27.3 With the conditions as stated in Clauses 27.1 and 27.2 above, in the case that any notice, request, instruction or correspondence is returned undelivered to You after We have made at least two (2) consecutive attempts at delivery, We may at Your own risk, withhold all subsequent notice, request, instruction or correspondence until We have been notified by You of Your new mailing address or email address or handphone number.

**28. GOVERNING LAW**

28.1 This Certificate shall be governed by the Laws of Malaysia and the Courts of Malaysia shall have exclusive jurisdiction for any dispute arising out of or in relation to this Certificate.

28.2 We shall have the right at any time, by giving advance written notice to You in accordance with the "Notices and Correspondence" clause, to amend the terms and conditions of this Certificate in compliance with any legislative changes, statutory modifications or amendments which may be enacted from time to time.

**29. SANCTION LIMITATION AND EXCLUSION**

We reserve the right not to:-

29.1 provide Takaful coverage, including all the benefits in relation to or in connection with such Takaful coverage nor deemed to provide such Takaful coverage (and where payment has been made by you under the Certificate, such payment shall not be deemed as received and accepted by Us); or

29.2 be obligated to pay any sum(s), including but not limited to payment of claim(s), refund of contribution(s), surrender or cancellation of payments;

if providing the Takaful coverage or payment of such sum(s) would expose us to any sanction, prohibition, restriction or contravention of any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

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