



Stamp Duty  
PAID

**MASTER CERTIFICATE - EZShield**

MASTER CERTIFICATE NO. : AF013

DATE OF ISSUE : 25 Jan 2021

PARTICIPANT : SHOPEE MALAYSIA

PARTICIPANT'S ADDRESS : Level 25, South Point Tower,  
Lingkaran Syed Putra, Mid Valley City,  
59200 Kuala Lumpur, Malaysia

TAKAFUL OPERATOR : Great Eastern Takaful Berhad 201001032332 (916257-H)

In participation into this Takaful Scheme, subject to the payment of the contributions by **SHOPEE MALAYSIA** (hereinafter called "the Participant"), we, **GREAT EASTERN TAKAFUL BERHAD** (hereinafter called "the Takaful Operator", "Our", "Us" or "We"), as manager of the Takaful Fund hereby agree to pay, on behalf of the Participant, the benefits from the Tabarru' Fund under this Master Certificate in respect of each of the Person Covered (as defined herein) in accordance with and subject to the provisions of this Master Certificate.

It is hereby declared and agreed that the coverage under this Master Certificate is given on the basis of and in reliance upon the statements, representations and information supplied and/or to be supplied to us by the Participant and each of the Person Covered and that if any of such statements, representations and information is found to be false or untrue, we reserve the right not to pay any of the benefits granted hereby. Similarly, we reserve such right in the event statements, representations and information which ought to have been supplied to us are not so supplied.

**IN WITNESS WHEREOF, the Takaful Operator has caused this Master Certificate to be executed and to be effective in accordance with the terms and conditions contained herein.**

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**Authorised Personnel**  
**GREAT EASTERN TAKAFUL BERHAD**

## **CERTIFICATE INFORMATION STATEMENT**

Dear Participant,

Thank you for taking up this Certificate. This is a financial security product that has been customised according to your current requirements.

You would find the following information helpful to you in future. This reflects, where applicable, the provisions of the Islamic Financial Services Act 2013. All statements and representations (if any) made by Us in this Certificate Information Statement are made in good faith based on Our reasonable knowledge as at Issue Date. We accept and undertake no liability whatsoever for the accuracy of any and all subsequent changes or amendments to any law, regulation or practice relating to and affecting the validity or accuracy of the same. You may at all times seek independent advice from a Shariah advocate or solicitor and/or tax consultant in order to ascertain your rights and entitlements under or relating to this Certificate before making any decision.

### **PROOF OF AGE**

Please remember that proof of age is needed before any benefit can be paid. Person Covered must produce one of the following original documents at any of Our offices as listed on Our website [www.greateasterntakaful.com](http://www.greateasterntakaful.com).

- NRIC
- Birth Certificate
- International Passport
- Citizenship Certificate

### **NOMINATION**

If nomination is applicable and if you are aged 19 years next birthday and above, and you as the Person Covered may nominate a natural person to receive the Takaful benefits payable upon your death. The nomination form is available upon request from Our Customer Service Department.

### **CHANGE OF ADDRESS**

It is important that you to inform Us immediately in writing of any change in your address to ensure that you receive letters or notices, etc. from Us. Any change in your nominee's addresses should also be notified to Us to facilitate the payment of claim.

### **SURRENDER VALUES**

Family Takaful is a financial security. Once you have it, please do not give it up! Any change of health or circumstance may mean one of two things to you or your family:

- You may not be able to have family Takaful protection
- or
- You may have to contribute substantially more for the same protection.

So, be regular and prompt with your contributions payments. Your certificate is an asset. Should the Certificate is surrendered, you may receive less than the amount you contribute in. **It may not be advantageous to surrender or replace an existing certificate with a new one in order for you to enjoy continuous financial protection.** Please consult your servicing intermediary or call Our Careline before making your decision.

### **FREE LOOK PERIOD**

- Within fifteen (15) days after this certificate has been received by you, you may return this certificate to Us. We shall then immediately refund any contribution which has been paid in respect of this certificate subject only to the deduction of expenses incurred for the medical examination of the Person Covered, upon which the certificate shall be deemed cancelled and our liability thereunder shall cease. Provided always that in the event that a claim has been admitted under this certificate, the Person Covered may not exercise the right to return this certificate as set out herein.
- Please note that for the purpose of determining the period of fifteen (15) days, this certificate will be deemed to be returned to Us on the date we have received it or the date that it has been posted to Us by registered post.

## **SUBMISSION OF CLAIM**

Upon occurrence of a valid claim event under this Certificate, you must inform Us immediately or as soon as it is practicable and you are required to submit all the required documents to Us in connection with such claim.

## **ENQUIRIES ON YOUR CERTIFICATE**

For any assistance or enquiry on your Certificate, kindly contact Our Offices as listed on Our website [www.greateasterntakaful.com](http://www.greateasterntakaful.com) or Our Careline at 1 300 13 8338 during office hours. Please quote your Certificate number and our reference, if any.

Our Office:

Great Eastern Takaful Berhad  
Level 3, Menara Great Eastern,  
303, Jalan Ampang, 50450 Kuala Lumpur.  
Telephone No. : (603) 4259 8338  
Fax No. : (603) 4252 7528  
Email : [GreatAssist@greateasterntakaful.com](mailto:GreatAssist@greateasterntakaful.com)  
Website : [www.greateasterntakaful.com](http://www.greateasterntakaful.com)

## **CUSTOMER FEEDBACK UNIT**

You may refer any feedback pertaining to any Family Takaful related matters to Our Customer Feedback Unit for an amicable resolution before referring to the Ombudsman for Financial Services or BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). The contact details of our Customer Feedback Unit:

Customer Feedback Unit,  
Great Eastern Takaful Berhad  
Level 3, Menara Great Eastern,  
303, Jalan Ampang, 50450 Kuala Lumpur.  
Careline No. : 1 300 13 8338  
Telephone No. : (603) 4259 8338  
Fax No. : (603) 4252 7528  
Email : [GreatAssist@greateasterntakaful.com](mailto:GreatAssist@greateasterntakaful.com)  
Website : [www.greateasterntakaful.com](http://www.greateasterntakaful.com)

## **OMBUDSMAN FOR FINANCIAL SERVICES or CUSTOMER SERVICES BUREAU, BANK NEGARA MALAYSIA**

If you are not satisfied with the response or the decision of Our Customer Feedback Unit, you may submit your complaint either to the Ombudsman for Financial Services (OFS) within six (6) months from the date of Our Customer Feedback Unit's final decision, or to BNMLINK/BNMTELELINK, Bank Negara Malaysia (BNM). Kindly check with Our Customer Feedback Unit on the proper avenue for dealing with your feedback. The followings are the contact details of OFS or BNM:-

### **Ombudsman for Financial Services**

Tingkat 25, Dataran Kewangan Darul Takaful,  
4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur.  
Telephone No. : (603) 2272 2811  
Fax No. : (603) 2274 5752  
Website : [www.ofs.org.my](http://www.ofs.org.my)

### **Bank Negara Malaysia**

Laman Informasi Nasihat dan Khidmat (BNMLINK)  
(Walk-in Customer Service Centre)  
Ground Floor, D Block. Jalan Dato' Onn, 50480 Kuala Lumpur

Contact Centre (BNMTELELINK)

Corporate Communication Department, Bank Negara Malaysia  
Level 14B, Jalan Dato' Onn

P.O. Box 10922,  
50929 Kuala Lumpur.

Telephone No. : 1 300 88 5465; Overseas: (603) 2174 1717

Fax No : (603) 2174 1515

Email : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## **PRIVILEGES AND CONDITIONS**

### **GLOSSARY (Clause 1)**

#### **1. DEFINITIONS AND INTERPRETATIONS**

In the Certificate, where the context so admits, the masculine gender shall include the feminine, and likewise, the singular word shall include the plural and vice versa, and the following words and expressions shall have the following meanings unless otherwise stated:-

**“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 as evidence a visible contusion or wound on the exterior of the body.

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

**“Certificate”** means this Master Certificate and includes the Privileges and Conditions, Master Certificate Schedule, annexure, endorsement or schedule herein, or as may be issued by Us from time to time, any amendment as may be made, approved and signed by Us at its discretion from time to time will be notified to the Participant and/or Person Covered, the application made, proposal form and/or any other form or statement/declaration signed by the Participant and/or the Person Covered, which shall collectively constitute and form the entire certificate of Takaful herein.

**“Commencement Date”** means the date this Certificate commences.

**“Covered Member”** means an Eligible Member in respect of whom a Takaful Coverage under this Certificate has been effected.

**“Diagnosis”** means the definitive diagnosis made by a Medical Practitioner or Consultant Neurologist, based upon such specific evidence, referred to in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us.  
Such diagnosis must be supported by Our appointed Medical Practitioner who may base his opinion on the medical evidence submitted by the claimant and/or any additional evidence he may require.

**“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 practice 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 a date as notified by Us to the Person Covered, from which the Takaful Coverage of the Person Covered under this Certificate has become effective.

**“Eligible Member”** means a Member who holds a Malaysian citizenship or permanent residency in Malaysia and is eligible to participate in this Certificate.

**“Hospital”** means only 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 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.

**“Medical Practitioner”** means a surgeon or physician qualified by a degree in western medicine, and who is legally licensed and duly qualified to practice medicine and surgery authorized in the geographical area of his practice, and who also possesses a current Annual Practicing Certificate issued by the Malaysian Medical Council, but excludes the Person Covered and the spouse or near relative of the Person Covered.

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

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

**“Member”** means a person who is introduced by the Participant to Us and who is eligible to participate under this Certificate.

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

**“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.

**“Person Covered”** means a Covered Member in respect of whom coverage under this Certificate has been effected.

**“Period of Coverage”** means the three (3) months period which starts on the Effective Date for the respective Person Covered.

**“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.

**“Sum Covered”** means the amount of coverage for which the Tabarru’ Fund is at risk. The amount of coverage as at the Effective Date is as notified by Us to the Person Covered.

**“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 Coverage”** means this half-yearly renewable group term Takaful coverage.

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

**“Total and Permanent Disability” or “TPD”** means a state of incapacity which:

- (a) becomes total and permanent at all times on or after occurrence of such condition, there is not any work, occupation or profession that the Person Covered can ever sufficiently do or follow to earn or obtain any wages, compensation or profit; or
- (b) is caused by any of the following:
  - (i) total and irrecoverable loss of sight of both eyes;
  - (ii) total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
  - (iii) total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle; or
- (c) renders the Person Covered disabled to such an extent as to be totally and permanently unable to perform at least three (3) of the listed Activities of Daily even with the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

**“Underwriting Surplus”** means the surplus arising from the Tabarru’ Fund after claims payable and a suitable amount is held back for contingency purposes, if any.

**“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 in the Tabarru’ Fund.

**“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.

**“You” or “Your”** means the Participant/Certificate Owner/ Person Covered named in this Certificate.

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 attached to this Certificate form part of this Certificate, but if there is any conflict or discrepancy between the schedules and any of the provisions of this Certificate, the terms and conditions in Privileges and Conditions of this Certificate will prevail.

## **GENERAL PROVISIONS (Clause 2)**

### **2. BASIS OF CERTIFICATE**

- 2.1 Prior to the Certificate Commencement Date, You shall furnish to Us all information and proof which We may at its discretion require with regard to any matter pertaining to the application of a Takaful Coverage. All documents furnished to the Participant by any Person Covered in connection with the application of Takaful Coverage, and all records and documentation as may have a bearing on this Certificate shall at all times be made available by the Participant for inspection by Us.
- 2.2 Eligible Member and the Participant shall furnish Us with all statements and information as may be required by Us.
- 2.2.1 the answers provided by You in the application or any subsequent questionnaires provided by Us on any matters relating to the Takaful application and any disclosures made by You between the time of submission and the time this Takaful Coverage takes effect; and
- 2.2.2 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 the Participant and the Person Covered. 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.
- 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. You must inform Us of any changes 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.
- 2.3 All contributions due and payable under this Certificate shall be paid in Malaysian Ringgit by You directly to Us.
- 2.4 You shall pay the contribution to Us by mode of payment as determined by Us at its discretion. If a Covered Member is no longer a Member, the Takaful Coverage of that Covered Member will be terminated. We reserve the right to terminate the Takaful Coverage of a Person Covered if the mode of payment as stated in this Clause 2.4 or as determined by Us from time to time, is not adhered to by the Person Covered.
- 2.5 The Takaful Coverage effected under this Certificate shall be expressed in Malaysian Ringgit. Any benefits payable under this Certificate shall be paid to You, subject to the terms and conditions of this Certificate. A discharge and/or receipt given to Us by:
- 2.5.1 You;
- 2.5.2 any person duly authorized in writing by You to act on Your behalf; or
- 2.5.3 any person which We deem, pursuant to the provisions of the Islamic Financial Services Act 2013, to be entitled to any payment due under this Certificate;
- shall be a good, valid and sufficient discharge to Us in respect of any payment made by Us under this Certificate. A list of the Participant's and/or the Person Covered's authorised signatories shall, if necessary, be furnished to Us and be updated when required.
- 2.6 No agent or broker is authorised to make or to modify this Certificate, to extend the time for payment of contributions, to waive any lapse or forfeiture, to waive any of Our rights or requirements, or to bind Us by making any promise or by accepting any representation or information in respect of this Certificate. This Certificate cannot be varied except in writing by the Chief Executive Officer or some other person(s) duly appointed by Our Board of Directors for the purpose.
- 2.7 The Participant shall deliver the original Certificate to Us upon Our request to do so, whether the same is necessary for, inter alia, making any endorsements, stamping, reference purpose or otherwise.

## **GENERAL CONDITIONS (Clause 3 - 7)**

### **3. ELIGIBILITY**

- 3.1 Only Eligible Member aged between eighteen (18) years next birthday and fifty (50) years next birthday may be eligible to be covered under the Takaful Coverage.
- 3.3 Any variation of the foregoing shall be at Our discretion.

### **4. DATA REQUIRED**

- 4.1 No Takaful Coverage or benefits in respect of any Person Covered shall take effect under this Certificate, unless notification has been duly made and We have intimated acceptance of the risk in writing.
- 4.2 Satisfactory evidence of health may be required by Us before acceptance of Takaful Coverage or benefits. Any variation or waiver of the foregoing shall be at Our discretion.
- 4.3 Documentary evidence of age of the Person Covered and such other evidence satisfactory to Us shall be required before any benefit in respect of his Takaful Coverage is payable under this Certificate. In the absence of a birth certificate, an identity card shall be acceptable evidence.
- 4.4 If the Person Covered's true entry age falls outside the age range as stated in Clause 3.1 above, no Takaful Coverage shall be provided under this Certificate and the contribution paid in respects of the Person Covered shall be refunded.
- 4.5 The Participant shall furnish Us with all information and proof which We may reasonably require with regards to any matters pertaining to the Certificate. All document furnished to the Participant by any Person Covered in connection with the coverage and other records as may have been bearing on the coverage under this Certificate, shall open for inspection by Us at all reasonable times.

### **5. TAKAFUL BENEFIT LEVEL**

- 5.1 Every eligible Person Covered shall be entitled to the Takaful Coverage under this Certificate, with reference to the Schedule of Contribution as stated in this Certificate, and subject to the terms and conditions of this Certificate.
- 5.2 No reinstatement of a lapsed or terminated Takaful Coverage is allowed. A Person Covered whose Takaful Coverage is terminated due to any reason and who re-applies for Takaful Coverage shall be considered as a new Member under this Certificate.
- 5.3 Each Person Covered is allowed to participate in one (1) Takaful Coverage only at any time under this Certificate.

### **6. WHEN A TAKAFUL COVERAGE BECOMES EFFECTIVE**

The Takaful Coverage in respect of each Person Covered shall become effective only when the following requirements are met:-

- 6.1 The acceptance by Us in writing of his proposal for Takaful Coverage; and
- 6.2 We have received the contribution for his Takaful Coverage under this Certificate.

### **7. WHEN A TAKAFUL COVERAGE BECOMES PAYABLE**

Any benefit payable under this Certificate shall only be paid if the Takaful Coverage of the Person Covered is valid and inforce at the time of the occurrence of the event giving rise to the claim and subject to the terms and conditions of this Certificate.

## **CONTRIBUTION AND CHARGES (Clauses 8 - 9)**

### **8. BASIC CONTRIBUTION**

- 8.1 The contribution in respect of the Takaful Coverage for a Person Covered shall be calculated with reference to the Schedule of Contribution or any endorsement issued by Us.
- 8.2 We reserve the right to impose any additional contribution on a Person Covered's Takaful Coverage which it deems appropriate from time to time. The quantum of the additional contribution to be imposed shall be determined at Our discretion.
- 8.3 We reserve the right, at Our discretion, to vary the contribution amount by giving at least thirty (30) days' advance written notice to You in accordance with 'Notices and Correspondence' Clause of this Privileges and Conditions.
- 8.4 Any amount of the contribution received by Us that does not correspond to the actual sum covered applied for by the Person Covered and approved by Us, shall be refunded in which case no Takaful Coverage in respect of the Person Covered shall be effected. Any failure to refund or any delay in refunding such contribution by Us shall not be construed an acceptance of application of Takaful Coverage by Us.
- 8.5 If for any reason contribution is paid for a terminated Takaful Coverage, the receipt by Us of the same shall not constitute an acceptance of the contribution by Us nor a continuation of the Takaful Coverage but the contribution so paid shall be refunded, and We shall be under no liability in respect of such Takaful Coverage. However, any failure to refund or any delay in refunding such contribution by Us shall not operate as a waiver, and the same shall not constitute an acceptance of the contribution by Us nor a continuation of the Takaful Coverage.

### **9. TABARRU'**

- 9.1 The Tabarru' shall be the remaining Contribution after deduction of Upfront Charge. Upfront Charge, which is 60% of Contribution, will be deducted from Tabarru' Fund.
- 9.2 We will deduct Tabarru' in respect of the Sum Covered from the contribution's payable to the Tabarru' Fund.
- 9.3 The Tabarru' is subject to revision. We may vary this charge by giving at least thirty (30) days' advance written notice to You in accordance with 'Notices and Correspondence' Clause of this Privileges and Conditions.

## **INVESTMENT PROFIT AND SURPLUS DISTRIBUTION (Clauses 10 - 11)**

### **10. INVESTMENT PROFIT/LOSS**

- 10.1 Any Investment Profit or Investment Loss, from the Tabarru' Fund shall be calculated and distributed annually, after each financial year.
- 10.2 Any Investment Profit from the Tabarru' Fund based on Mudharabah concept, will be shared between You and Us in the proportion of 50% and 50% respectively. However, due to the short-term nature of this product and the expected amount may be too small to be distributed to You, the amount distributable to You will be channelled to any charitable organisation(s) approved by Our Shariah Committee, on Your behalf.
- 10.3 Any Investment Loss in Tabarru' Fund will be carried forward and accounted for before arriving at Underwriting Surplus (or deficit) in the following year.

### **11. UNDERWRITING SURPLUS**

- 11.1 The Underwriting Surplus shall be calculated and distributed annually, after each financial year.
- 11.2 Any Underwriting Surplus that is distributable from the Tabarru' Fund 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 50% and 50% respectively. However, due to the short-term nature of this product and the expected amount may be too small to be distributed to You, the amount

distributable to You will be channelled to any charitable organisation(s) approved by Our Shariah Committee, on Your behalf.

- 11.3 Any unutilised amount of Underwriting Surplus held back for contingency purpose, will be included in the calculation of the Underwriting Surplus in the following financial year.
- 11.4 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 the Person Covered's reasonable expectations not specifically provided for in Our actuarial valuation.
- 11.5 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 first be 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.

## **BENEFITS PROVISION (Clauses 12 – 14)**

### **12. BENEFITS**

#### **12.1 DEATH BENEFIT**

- 12.1.1 While this Certificate is in force, and subject to the terms and conditions of this Certificate, the Sum Covered shall be payable from the Tabarru' Fund in full, after deducting any indebtedness to this Certificate upon the death of the Person Covered, subject to the limit as stated in the Schedule of Benefits.
- 12.1.2 The fulfillment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 12.1.3 All certificates, information and evidence required by Us will be furnished by You or Your personal representative(s) and in such a form as We may require.
- 12.1.4 The payment of any benefit pursuant to this Clause 12.1.1 shall be subject to the following:
  - 12.1.4.1 notification of death must be accompanied by documentary evidence of death;
  - 12.1.4.2 the amount of any indebtedness due will be deducted from the claim proceeds payable; and
  - 12.1.4.3 the Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

#### **12.2 TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT**

- 12.2.1 While this Certificate is in force and subject to the terms and conditions of this Certificate, if the Person Covered suffers TPD, the Sum Covered shall be payable from the Tabarru' Fund in full, after deducting any indebtedness to this Certificate upon notification of the disability in one lump sum, subject to the limit as stated in the Schedule of Benefits.
- 12.2.2 The payment of any benefit pursuant to this Clause 12.2.1 shall be subject to the following:
  - 12.2.2.1 TPD in respect of any Person Covered must be certified by a Medical Practitioner appointed by Us, to have continued for at least six (6) consecutive months from the date of disability; and
  - 12.2.2.2 when the Person Covered suffers TPD, his Takaful Coverage and all benefits and rights under it shall cease.

### **12.3 ACCIDENTAL DEATH BENEFIT**

- 12.3.1 While this Certificate is in force and subject to the terms and conditions of this Certificate, in the event of death of the Person Covered resulting from an Accident, an additional 100% of the Sum Covered ("Accidental Death Benefit"), shall be payable from the Tabarru' Fund in full, after deducting any indebtedness to this Certificate, upon receipt of due proof that the death of the Person Covered occurs within ninety (90) days from the date of the Accident, subject to the limit as stated in the Schedule of Benefits.
- 12.3.2 The fulfillment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 12.3.3 Written notice of the Accident with full particulars must be provided to Us immediately upon death.
- 12.3.4 All certificates, information and evidence required by Us will be furnished by You or Your personal representative(s) and in such a form as We may require.
- 12.3.5 The payment of any benefit pursuant to this Clause 12.3.1 shall be subject to the following:
  - 12.3.5.1 the Accident must occur during the Period of Coverage;
  - 12.3.5.2 there shall be receipt of due proof that the death of the Person Covered due to an Accident occurs during the Period of Coverage;
  - 12.3.5.3 notification of death must be accompanied by documentary evidence of death; and
  - 12.3.5.4 the Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

### **12.4 SPECIAL INCOME BENEFIT**

- 12.4.1 While this Certificate is in force and subject to the terms and conditions of this Certificate, upon occurrence of any one of the following events, We will pay a lump sum benefit ("Special Income Benefit") amounting to Ringgit Malaysia one thousand (RM1,000), from the Tabarru' Fund, after deducting any indebtedness to this Certificate, subject to the limit as stated in the Schedule of Benefits upon:-
  - 12.4.1.1 death of the Person Covered resulting from an Accident;
  - 12.4.1.2 when the Person Covered suffers TPD from an Accident; or
  - 12.4.1.3 when the Person Covered confined in a Hospital due to an Accident for at least five (5) days.
- 12.4.2 The payment of any benefit pursuant to this Clause 12.4.1 shall be subject to the following:
  - 12.4.2.1 the Accident must occur during the Period of Coverage;
  - 12.4.2.2 notification of death must be accompanied by documentary evidence of death; and
  - 12.4.2.3 this benefit will only be payable once upon any one of the occurrences whichever is earlier and thereafter shall be terminated.

## **13. EXCLUSIONS**

- 13.1 The death benefit under this Certificate shall not be payable if it is directly or indirectly caused from suicide, attempted suicide or self-inflicted injuries, while sane or insane, within one (1) year from the Effective Date.
- 13.2 The TPD Benefit under this Certificate shall not be payable for any Disability in respect of such Person Covered, which is directly or indirectly caused from the following:
  - 13.2.1 has existed prior to or on the Commencement Date;
  - 13.2.2 as a result of the Person Covered committing, attempting or provoking an assault or a felony, or from any violation or attempted violation of law by the Person Covered or resistance to arrest;

- 13.2.3 as a result of the Person Covered driving a motor vehicle without possessing a valid driving license. This exclusion will not apply if the Person Covered has an expired license but is not disqualified from holding or obtaining such driving license under any laws, by-laws or regulations;
  - 13.2.4 is caused directly or indirectly by self-inflicted injuries (except in an attempt to save human life), while sane or insane;
  - 13.2.5 is caused by bodily injury sustained as a result of parachuting or sky-diving;
  - 13.2.6 engaging in aerial flights other than as a crew member or as fare-paying passenger of a licensed commercial airline operating on a regular scheduled route; or
  - 13.2.7 war or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strike, riots and civil commotion or insurrection.
- 13.3 The Accidental Death Benefit and Special Income Benefit under this Certificate shall not be payable for any Injury in respect of such Person Covered, which is directly or indirectly caused from the following:
- 13.3.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
  - 13.3.2 bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infections, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
  - 13.3.3 war or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strike, riots and civil commotion or insurrection;
  - 13.3.4 the action of any armed forces, or from Accident or violence due to the state of armed conflict;
  - 13.3.5 engaging in aerial flights other than as a crew member or as fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
  - 13.3.6 as a result of the Person Covered committing, attempting or provoking an assault or a felony, or from any violation or attempted violation of law by the Person Covered or resistance to arrest;
  - 13.3.7 as a result of the Person Covered driving a motor vehicle without possessing a valid driving license. This exclusion will not apply if the Person Covered has an expired license but is not disqualified from holding or obtaining such driving license under any laws, by-laws or regulations;
  - 13.3.8 while under the influence of alcohol or drugs unless taken as prescribed by a physician. For the avoidance of doubt, a person is considered as under the influence of alcohol if the breath, blood or urine test result equals or exceeds the following prescribed limit:
    - 13.3.8.1 35 microgrammes of alcohol per 100 millilitres of breath,
    - 13.3.8.2 80 microgrammes of alcohol per 100 millilitres of blood,
    - 13.3.8.3 107 microgrammes alcohol per 100 millilitres of urine.
  - 13.3.9 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 bungee jumping, parachuting, scuba-diving, sky-diving, 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;
  - 13.3.10 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 sterilization;
  - 13.3.11 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material; or

13.3.12 from the Person Covered engaging in commando or bomb disposal duties/training.

#### **14. CONDITIONS OF PAYMENT OF CLAIMS**

- 14.1 The due observance and fulfillment of the terms and conditions of this Certificate by the parties concerned shall be a condition precedent to Our liability to make any payment under this Certificate.
- 14.2 Any benefit payable under this Certificate shall be paid to affected Person Covered, or to any person entitled through him, provided that:
  - 14.2.1 there has been no breach of any of the terms and conditions of this Certificate; and
  - 14.2.2 We and/or this Certificate have not been terminated for any reason.All payments made by Us in the manner stated in this Clause 14.2 shall provide Us with a good and valid discharge of the same.
- 14.3 Prior to payment of any claims payable under the Takaful Coverage, the amount of any indebtedness on Us shall first be deducted from the benefits payable.
- 14.4 The Participant and/or the Person Covered shall give immediate written notice to Us of any change in the Person Covered's occupation, habits, pursuits, country or residence, and shall pay any additional contribution that may be required by Us.
- 14.5 Written notice shall be sent to Our Head Office or to any of Our branch offices within ninety (90) days from the date on which a claim event occurs.
- 14.6 All certificates, information and evidence required by Us in connection with any claim under any Takaful Coverage shall be furnished at the expense of the Person Covered and shall be in such form and of such nature as We may prescribe.
- 14.7 The TPD for which the claim is made must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Us; all such medical evidence must be furnished by the claimant at own expense, and in such form that We may require.
- 14.8 If required by Us, the Person Covered must undergo medical examination(s) by a Medical Practitioner appointed by Us in connection with the TPD for which the claim is made.
- 14.9 Unless prohibited by law, We may examine the body and conduct an autopsy before making any payment under this Certificate.

#### **OTHER PROVISIONS (Clause 15 - 24)**

#### **15. INDISPUTABILITY**

- 15.1 We will not dispute the validity of this Certificate during the lifetime of the Person Covered after two (2) years from the Effective Date, unless there is a fraud.
- 15.2 In the event that this Certificate is invalidated or void for any reason, Our liability shall be limited to the refund of unearned Upfront Charge provided by You 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.

#### **16. REMEDIES FOR MISREPRESENTATION**

- 16.1 This Clause shall only apply if the duration of this Certificate is one (1) year or less from the Effective Date.
- 16.2 We may, at Our discretion, void the Certificate in the event of any pre-contractual Misrepresentation made by You on all Material Information in applying for this Certificate, if the Misrepresentation made is classified as:-
  - 16.2.1 a deliberate or reckless Misrepresentation;
  - 16.2.2 a careless or innocent Misrepresentation, in which We would not have issued or renewed this Certificate; or
  - 16.2.3 a careless or innocent Misrepresentation, in which We would have issued or renewed this Certificate.
- 16.3 If this Certificate is invalidated or void pursuant to Clause 16.2.1 above Our liability shall be limited to the refund of the 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.
- 16.4 If this Certificate is invalidated or void pursuant to Clause 16.2.2 above, Our liability shall be limited to the refund of the following, if any:-
- 16.4.1 unearned Upfront Charge;
  - 16.4.2 Tabarru' (excluding Underwriting Surplus, if any); and
  - 16.4.3 Investment Profit.
- less expenses which may have been incurred for the medical examination of the Person Covered as well as any indebtedness under this Certificate. Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.
- 16.5 If this Certificate would have been issued or renewed pursuant to Clause 16.2.3 above, We may, at Our discretion:-
- 16.5.1 vary any of the terms and conditions of this Certificate and treat this Certificate as if it had been issued or renewed on the varied terms and conditions; and
  - 16.5.2 reduce proportionately the amount to be paid on a claim in accordance with Our relevant policy at the material time.

## **17. ALTERATION OF CERTIFICATE CONDITIONS**

- 17.1 We may amend or change the terms and conditions of this Certificate at any time by giving thirty (30) days' advance written notice to the Participant, as the case may be. The changes to the terms and conditions of this Certificate do not require any consent of the Person Covered.
- 17.2 The Participant shall undertake the responsibility to inform the Person Covered of any such amendments or changes. Any amendment or changes to this Certificate shall be binding on all Person Covered, notwithstanding the date the Person Covered receives the notification of such amendment or changes.
- 17.3 Upon expiry of the said thirty (30) days' advance written notice, any such amendment shall be binding on the Participant and all Person Covered whether covered under this Certificate prior to or on or after the Effective Date of such amendment.

## **18. TERMINATION**

- 18.1 We shall be entitled, at its discretion, to terminate this Certificate at any time by giving thirty (30) days' advance written notice to the Participant, in any of the following events:-
- 18.1.1 if there is any breach by You, of any terms and conditions of this Certificate;
  - 18.1.2 if any information or documents furnished by You to Us under Clause 2.2 above is found to be inaccurate or untrue;
  - 18.1.3 in any circumstance where breach of terms and conditions of this Certificate or provision of inaccurate or untrue information involved or has been committed by the Person Covered, We shall be entitled to terminate the Takaful Coverage in respect of the Person Covered by giving immediate written notice to You, as the case may be; or
  - 18.1.4 if We decide to cancel the portfolio as a whole if We decide to discontinue underwriting this Takaful product at the time of renewal.
- 18.2 We reserve the right, at Our discretion, to treat this Certificate as closed for future applications at any time by giving three (3) months' advance written notice to the Participant. No application received by Us upon expiry of the said three (3) month notice period will be processed or accepted by Us.
- 18.3 Upon termination of this Certificate, the Takaful Certificate shall automatically be terminated and shall have no further effect on the parties.
- 18.4 The Takaful Coverage shall be terminated immediately upon occurrence of any of the following events:-
- 18.4.1 upon death of the Person Covered;
  - 18.4.2 when the Person Covered suffers TPD;
  - 18.4.3 upon expiry of a Period of Coverage;

- 18.4.4 if We receive the request for termination in writing; or
- 18.4.4 when this Certificate or the Takaful Certificate is terminated in accordance with the terms and conditions of this Certificate.
- 18.5 No benefit shall be payable under this Certificate for any event giving rise to a claim under this Certificate takes place after the date of termination of Takaful Coverage.

## **19. ACCEPTANCE OF INSTRUCTIONS**

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

## **20. RESIDENCE, OCCUPATION AND TRAVEL**

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

## **21. NOTICES AND CORRESPONDENCE**

- 21.1 Any notice, request, instruction or correspondence to Us and the Participant or under the name of the Person Covered's shall be in writing. Person Covered's mailing address, email address or handphone number will be as stated in the proposal for Family Takaful unless there is notification of any change to Us by the You.
- 21.2 Any notice, request, instruction or correspondence given by Us to You shall be conclusively deemed to have been received as follows:
  - 21.2.1 for personal delivery, on the day of delivery;
  - 21.2.2 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;
  - 21.2.3 for delivery via email or short messages service, on the day of delivery;
  - 21.2.4 for publishing in a local daily newspaper, on the day of publishing; or
  - 21.2.5 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 Person Covered of such electronic posting via any effective means provided under the above clauses 21.2.1, 21.2.2, 21.2.3, or 21.2.4 respectively, as determined by Us from time to time.
- 21.3 With the conditions as stated in Clauses 21.1 and 21.2 above, in the case that any notice, request, instruction or correspondence is returned undelivered to You after We have at least two (2) consecutive attempts at delivery, We may, at Our discretion, at Your own risk, withhold all subsequent notice, request, instruction or correspondence until We have been notified by You of the new address.

## **22. GOVERNING LAW**

- 22.1 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.
- 22.2 We shall have the right at any time, by giving advance written notice 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.

## **23. SANCTION LIMITATION AND EXCLUSION**

We are under no obligation:-

- 23.1 to provide Takaful Coverage nor be deemed to provide such Takaful Coverage and any payment made under the Certificate shall not be deemed as being received or accepted by Us;
  - 23.2 be obligated to pay any sums (including but not limited to payment of claims, refund of contributions, surrender or cancellation of payments); or
  - 23.3 provide any benefit under the Certificate;
- to the extent that the provision of such Takaful Coverage, payment of such sum or provision of such benefit would expose Us to any sanction, prohibition or restriction or contravention of any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

## **24. CHARITY LIMIT**

In the event whereby the total value payable under Your Certificate(s) in a calendar year amounts to Ringgit Malaysia ten (RM10) or below due to the lapse, surrender, termination or maturity of Your Certificate(s) (inclusive of all products), We will channel such amount to any charitable organisation(s) approved by Our Shariah Committee. However, if You disagree, You must submit a formal written request to Us.

**\*\*END OF PAGE\*\***

TO BE ATTACHED TO AND READ AS PART OF THE  
MASTER CERTIFICATE

**SCHEDULE OF CONTRIBUTION**

|                                 |          |
|---------------------------------|----------|
| <b>Single Contribution (RM)</b> | RM 27.50 |
|---------------------------------|----------|

**SCHEDULE OF BENEFITS**

| <b>Benefits</b>                                                                                                                                                                                                                                                                                                                    | <b>Sum Covered (RM)</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Death/Total and Permanent Disability (TPD)</b><br><br>Upon Death or TPD of the Person Covered during the coverage period, the sum covered will be payable.                                                                                                                                                                      | 20,000                  |
| <b>Accidental Death</b><br><br>Upon Death of the Person Covered due to Accident during the coverage period, an additional 100% of the sum covered, will be payable.                                                                                                                                                                | 40,000                  |
| <b>Special Income Benefit</b><br><br>A special one-off benefit will be payable upon occurrence of any of the following:<br><br>a) Death/TPD due to Accident; or<br>b) Hospitalisation of the Person Covered for at least 5 days due to Accident.<br><br>This benefit will only be payable once and thereafter shall be terminated. | 1,000                   |

Note:

We reserve the absolute right at Our discretion to vary the contribution in accordance with Clause 8.3 of this Master Certificate.

**\*\*END OF PAGE\*\***