



MASTER CERTIFICATE - HOSPEEFAMILY

MASTER CERTIFICATE NO. : AF001
DATE OF ISSUE : 23 April 2020
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.

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.

- 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.
- 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 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
Website : 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
Website : 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

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 : bnmtelelirnk@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) Effective Date.

“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 sole and absolute 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.

“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 a commencement date as notified by Us to the Person Covered, from which the Takaful Coverage 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.

“Expiry Date” means the date as notified by Us to the Person Covered on which the Takaful Coverage of the Person Covered will cease to be effective.

“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 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.

“Immediate Family Members” means Covered Member's biological father, biological mother, spouse, biological children and/or legally adopted children.

“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.

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

“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, 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 Medical Practitioner, 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 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.

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

“Period of Coverage” means the number of days in which the Takaful Coverage shall start following the Effective Date and shall end following the Expiry Date.

“Pre-existing Illness” means any illness or disability in which a 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;
- (b) medical advice, diagnosis, care or treatment has been recommended;
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

“Qard” means a loan provided by Us in the event of a deficit in Tabarru' Fund.

“Tabarru' Fund” means a pool of funds established for the purpose of solidarity and cooperation among the participants that is used to help all participants in the event of misfortunes.

“Takaful Coverage” means this HospeeFamily and such other Takaful coverage as may be extended to a Person Covered.

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

“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.

“Waiting Period” means the first thirty (30) days from the Effective Date.

“Wakalah bi al-Ujrah” means the agency certificate where:

- a) Participant/Person Covered appoints Us to manage the Tabarru’ Fund.
- b) We will invest the monies in accordance to **“Wakalah bi al-Istithmar”** (investment agency) principle. We are entitled to receive the fees as pre-agreed in the beginning of the certificate upon the services rendered.

“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 sole and absolute 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 sole and absolute 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; or
 - 2.5.2 any person duly authorized in writing by You to act on Your behalf;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 sole and absolute 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 sole and absolute 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 Group 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 only allowed to participate in one (1) Takaful Coverage 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 in force 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 - 10)

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 sole and absolute discretion.
- 8.3 Any amount of the contribution received by Us that does not correspond to the actual amount of benefit 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.
- 8.4 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'

The Tabarru' shall be the remaining Contribution after deduction of Upfront Charge. Upfront Charge, which is 54.5% of Contribution, will be deducted from Tabarru' Fund.

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, 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.
- 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.
- 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 HOSPITAL CASH BENEFIT

- 12.1.1 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 due to Illness or Injury or is receiving Medically Necessary services and/or treatments, We will pay a daily cash benefit ("Hospital Cash Benefit") amounting to Ringgit Malaysia fifty (RM50) per day, from the Tabarru' Fund, for the duration of his Hospitalisation, for:
 - 12.1.1.1 Illness, Sickness or Disease which existed or was diagnosed after the Waiting Period; or
 - 12.1.1.2 Injury which occurred on or after the Effective Date.
- 12.1.2 For the avoidance of doubt, no benefits shall be payable for:
 - 12.1.2.1 any condition which existed or diagnosed:
 - 12.1.2.1.1 during the Waiting Period; or
 - 12.1.2.1.2 after the expiry of the Waiting Period but which is related to a condition which existed or diagnosed during the Waiting Period;

or

- 12.1.2.2 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.
- 12.1.3 In addition, a claim as described in Clauses 12.1.2.1 or 12.1.2.2 above will not be admissible only because notification of the said claim was given to Us after the expiry of the Waiting Period.
- 12.1.4 The fulfillment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 12.1.5 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.

12.2 ACCIDENTAL DEATH BENEFIT

- 12.2.1 While this Certificate is in force and subject to the terms and conditions, in the event of death of the Person Covered resulting from an Accident, We will pay a lump sum benefit ("Accidental Death Benefit") amounting to Ringgit Malaysia one thousand (RM1,000), from the Tabarru' Fund, 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 while riding as a passenger in a Private or Public Conveyance.
- 12.2.2 The fulfillment of the terms and conditions of this Certificate by the Person Covered shall be conditions precedent to any liability arising from Us.
- 12.2.3 Written notice of the Accident with full particulars must be provided to Us immediately upon death.
- 12.2.4 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.
- 12.2.5 Unless prohibited by law, We may examine the body and conduct an autopsy before any payment is made under this Certificate.
- 12.2.6 The payment of any benefit pursuant to this Clause 12.2.1 shall be subject to the following:
 - 12.2.6.1 the Accident must occur during the Period of Coverage;
 - 12.2.6.2 there shall be receipt of due proof that the death of the Person Covered due to an Accident occurs during the Period of Coverage;
 - 12.2.6.3 notification of death must be accompanied by documentary evidence of death; and
 - 12.2.6.4 the Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

12.3 FAMILY ASSISTANCE BENEFIT

- 12.3.1 The benefits mentioned in Clause 12.1.1, limited to confinement in a Hospital due to Injury, and Clause 12.2.1 are also extended up to two (2) different Immediate Family Members subject to a condition that both benefits under Hospital Cash Benefit and Accidental Death Benefit must occur due to Accident within ninety (90) days from the date of the Accident while riding as a passenger in a Private or Public Conveyance.
- 12.3.2 The conditions specified under Clause 12.1 and Clause 12.2 shall also be applicable under this Clause unless otherwise stated.

13. EXCLUSIONS

- 13.1 The Hospital Cash Benefit under this Certificate shall not be payable for any Hospitalisation in respect of such Person Covered, which is directly or indirectly caused from the following:
 - 13.1.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;

- 13.1.2 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;
 - 13.1.3 from the Person Covered engaging in commando or bomb disposal duties/training;
 - 13.1.4 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;
 - 13.1.5 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;
 - 13.1.6 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;
 - 13.1.7 while under the influence of alcohol or drugs unless taken as prescribed by a Physician;
 - 13.1.8 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 specialized 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;
 - 13.1.9 Alcoholism, depression, illegal drugs, intoxication, venereal disease and its sequelae, pregnancy, child birth (including 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;
 - 13.1.10 Pre-existing Illness;
 - 13.1.11 psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations);
 - 13.1.12 any treatment or test in connection with AIDS or the presence of any Human Immuno-deficiency Virus infection and all sexually transmitted diseases;
 - 13.1.13 any Accident caused by mosquito bites, worm infestations such as "Hookworms" and allergic reaction to insect bites during the Waiting Period;
 - 13.1.14 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; or
 - 13.1.15 ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
- 13.2 The Accidental Death 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:
- 13.2.1 while riding on vehicle types such as motorcycles/e-motorcycles, scooters and/or bicycles/e-bicycles;
 - 13.2.2 while riding as a passenger in an elevator or in electric lift;
 - 13.2.3 any form of flying except as a passenger in an aircraft licensed to carry passengers; or
 - 13.2.4 while riding as a passenger in a cable car.

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 the Participant, 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 Unless prohibited by law, We may examine the body and conduct an autopsy before making any payment under this Certificate.

OTHER PROVISIONS (Clause 15 - 21)

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. FRAUDULENT MISREPRESENTATION

If there is any information, particulars or declaration or misleading, false or deceptive claim provided by You, whether fraudulently or otherwise, or fraudulently conceal a material fact, this Certificate or the Takaful Coverage effected under it, as the case may be, shall become void and of no effect and contributions paid shall be forfeited.

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 sole and absolute 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; or
 - 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 the You, as the case may be.
- 18.2 We reserve the right, at Our sole and absolute 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 under this Certificate shall be terminated immediately upon occurrence of any of the following events:-
- 18.4.1 upon death of the Person Covered;
 - 18.4.2 upon expiry of a Takaful Coverage;
 - 18.4.3 when this Takaful Coverage is terminated in accordance with the terms and conditions of this Certificate; or
 - 18.4.4 when We receive a request for the cancellation in writing.
- 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 sole and absolute 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
GROUP CERTIFICATE

SCHEDULE OF CONTRIBUTION

	Contribution (RM)
Ages 18 – 50 Next Birthday	RM 40

Note: The contribution amount stated herein is the single contribution amount of this product for three (3) months coverage period which covers Person Covered and two (2) additional Immediate Family Members.

SCHEDULE OF BENEFITS

Description	Amount Payable
Benefits for Person Covered	
Hospital Cash Benefit Daily hospitalisation benefit due to illness or injury of the Person Covered.	RM 50 per day
Accidental Death Benefit Upon death of the Person Covered due to accidental causes while travelling in a private or public conveyance.	RM 1,000
Family Assistance Benefit <i>(Benefits for Person Covered's Immediate Family Members)</i>	
Accidental Hospital Cash Benefit Daily hospitalisation benefit due to injury of the Person Covered's Immediate Family Members caused by accident while travelling in a private or public conveyance.	RM 50 per day
Accidental Death Benefit Upon death of the Person Covered's Immediate Family Members caused by accident while travelling in a private or public conveyance.	RM 1,000

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