

CERTIFICATE FOR
Group Personal Accident Takaful

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The **Participant** as named in the **Schedule** and the **Person Covered** agree to participate in Group Personal Accident Takaful managed by **Us** and pay the **Contribution** into the **General Takaful Fund ("GTF")** based on **Tabarru'**. This **Certificate** is issued pursuant to **Your** and the **Person Covered's** application and payment of the necessary **Contribution** and shall take effect within the **Period of Takaful**.

The **Participant** and the **Person Covered** authorize the **Company** based on **Wakalah** to manage the **GTF** and in return, the **Company** will receive the **Wakalah** fee.

The **Participant** and the **Person Covered** also agree that any surplus arising from the **GTF** will be kept in the **GTF** and if the **GTF** is in deficit, an interest-free loan will be provided by the **Company** to the **GTF** based on **Qard**.

The terms and conditions on this page and the subsequent pages, any amendment, **Endorsement** or annexure included at issue or at a later date will form part of this **Certificate**.

DUTY OF DISCLOSURE:

Applicable for Consumer Takaful Contracts

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** or the **Person Covered** is applying for this **Takaful** wholly for purposes unrelated to **Your** or the **Person Covered's** trade, business or profession, **You** or the **Person Covered** has a duty to take reasonable care not to make any misrepresentation in answering the questions when **You** or the **Person Covered** applies for this plan. **You** or the **Person Covered** must answer the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** or the **Person Covered's** contract of **Takaful**, refusal or reduction of **Your** or the **Person Covered's** claim(s), change of the terms or termination of **Your** or the **Person Covered's** contract of **Takaful**. The above duty of disclosure shall continue until the time **Your** or the **Person Covered's** contract of **Takaful** is entered into, varied or renewed with **Us**. In addition to answering the questions when **You** or the **Person Covered** applies for this plan, **You** or the **Person Covered** is required to disclose any other matter that **You** or the **Person Covered** knows to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied. **You** or the **Person Covered** also has a duty to tell **Us** immediately if at any time after **Your** or the **Person Covered's** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information provided when **You** or the **Person Covered** applied for this plan is inaccurate or has changed.

Applicable for Non-Consumer Takaful Contracts

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if **You** or the **Person Covered** is applying for this **Takaful** for a purpose related to your trade, business or profession, **You** or the **Person Covered** has a duty to disclose any matter that **You** or the **Person Covered** knows to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** or the **Person Covered's** contract of **Takaful**, refusal or reduction of **Your** or the **Person Covered's** claim(s), change of terms or termination of **Your** or the **Person Covered's** contract of **Takaful**. The above duty of disclosure shall continue until the time **Your** or the **Person Covered's** contract of **Takaful** is entered into, varied or renewed with **Us**. **You** or the **Person Covered** also has a duty to tell **Us** immediately if at any time after **Your** or the **Person Covered's** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** or the **Person Covered** applied for this **Takaful**) is inaccurate or has changed.

This **Certificate**, **Schedule**, **Table of Benefits** and any **Endorsement** shall be read together to reflect the terms and conditions of the contract of **Takaful** as agreed between the **Participant**, the **Person Covered** and the **Company**.

PART A: DEFINITION

Some words and expressions in this **Certificate** have been printed in **bold** because they carry specific meanings. Where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

1. **“Accident”** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other causes, be the sole cause of **Bodily Injury** to the **Person Covered**. This is extended to cover **Bodily Injury** as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, naturally occurring condition or degenerative process.
2. **“Benefit”** means the respective benefit and **Sum Covered** under this **Certificate** as stated in the **Schedule, Table of Benefits**, any **Endorsement** and/or declaration list of the **Person Covered**. All the **Benefits** which are payable under this **Certificate** will be issued from the **GTF**.
3. **“Bodily Injury”** means bodily injury solely caused by **Accident**, occurring whilst the coverage of the **Person Covered** under this **Certificate** is in force.
4. **“Certificate”** means this **Certificate, Schedule, Table of Benefits**, any **Endorsement**, and/or declaration list of the **Person Covered** and any amendment to it, issued by **Us**.
5. **“Certificate Anniversary”** means the anniversary of the **Effective Date**.
6. **“Contribution”** refers to the amount payable as stated in the **Schedule** or in subsequent **Endorsement** issued by **Us**.
7. **“Effective Date”** refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under this **Certificate** has become effective as stated in the **Schedule** or in any subsequent **Endorsement** issued by **Us**.
8. **“Endorsement”** means a written of any alteration, amendments or changes made to this **Certificate**.
9. **“General Takaful Fund”** or **“GTF”** refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.
10. **“Hibah”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the **Nominee** may receive the **Benefit** payable under this **Certificate** based on **Hibah** if the **Nominee** is a beneficiary under conditional **Hibah**.
11. **“Hospital”** means only an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured person as paying bed-patients, and which:
 - a) has facilities for diagnosis and major surgery;
 - b) provides twenty-four 24-hours a day nursing services by registered and graduate nurses;
 - c) is under the supervision of a **Medical Practitioner**; and
 - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.
12. **“Hospitalised/ Hospitalisation”** means admission for more than six (6) hours to a **Hospital** as a registered in-patient for medically necessary treatments due to an **Accident** and upon recommendation of a **Medical Practitioner**. A patient shall not be considered as an in-patient if he does not physically stay in the **Hospital** for the whole period of the confinement. **Hospitalisation** shall be evidenced by daily boarding charges imposed by a **Hospital**.

13. **“Ju’alah”** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** and **Person Covered** allow **Us** to receive a portion of the distributable surplus arising from the **GTF** as performance incentive for **Our** achievement in managing the **GTF** which results in the surplus.
14. **“Loss of Hearing”** means total, permanent and irrecoverable loss of hearing as a result of a **Bodily Injury** to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in one or both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.
15. **“Loss of Limb”** means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or total and permanent loss of use of an entire hand, arm, foot or leg.
16. **“Loss of Sight”** means total and irrecoverable loss of eyesight rendering the **Person Covered** legally blind and beyond remedy by surgical or other treatment.
17. **“Loss of Speech”** means permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
18. **“Medical Practitioner”** means a registered **Medical Practitioner** qualified and licensed to practice western medicine and who, in rendering such treatment is practising within the scope of his licensing and training in the geographical area of practice, but excluding a **Medical Practitioner** who is the **Person Covered** himself.
19. **“Nominee”** means the person(s) that the **Person Covered** has nominated to receive the **Takaful Benefit** payable under this **Certificate** upon the **Person Covered**’s death. The nomination must be registered with **Us**.
20. **“Participant”** means a corporate body to whom this **Certificate** has been issued in respect of the **Person Covered**.
21. **“Period of Takaful”** in respect of any **Person Covered** means the period of **Takaful** coverage as stated in the **Schedule** or any **Endorsement**.
22. **“Permanent Disablement”** means the conditions which are described under the Scale of Indemnity. Such condition must continue uninterrupted for a continuous period of six (6) months and verified by the **Medical Practitioner** to be beyond hope of recovery.
23. **“Person Covered”** means a person who is covered under this **Certificate** as per listing declared by the **Participant** to **Us**.
24. **“Pre-Existing Condition”** means disabilities that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of this **Takaful** coverage. A **Person Covered** may be considered to have reasonable knowledge of a **Pre-Existing Condition** where the condition is one (1) for which:
 - (a) the **Person Covered** had received or is receiving treatment;
 - (b) medical advice, diagnosis, care or treatment has been recommended;
 - (c) clear and distinct symptoms are or were evident; or
 - (d) its existence would have been apparent to a reasonable person in the circumstances.
25. **“Public Transport”** means any scheduled bus, taxi, e-hailing vehicle (four-wheel), coach, airport limousine, ferry, ship, train, tram, or flight which is duly licensed for the transportation of fare-paying passengers.

26. **“Qard”** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, the **Company** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
27. **“Schedule”** refers to the document issued to the **Participant** where details of the **Participant, Person Covered** and **Takaful** coverage are specified.
28. **“Sum Covered”** means the maximum amount of coverage **We** will pay in the event of a claim in respect of the **Benefit** as stated in the **Schedule, Table of Benefits** and any **Endorsement**.
29. **“Tabarru”** means donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the **Contribution** to the **GTF** based on **Tabarru’** to help other participants. **Tabarru’** takes into effect when **You** contribute to the **GTF**.
30. **“Table of Benefits”** refers to the document attached to the **Schedule** and contains relevant information pertaining to this **Certificate** including the list of **Benefit** and **Sum Covered**.
31. **“Takaful”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru’** into a common fund to provide financial assistance payable to the **Participant, Person Covered** or the beneficiary on the occurrence of pre-defined events.
32. **“Wakalah”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. Under this **Certificate**, **You** and the **Person Covered** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive the **Wakalah** fee.
33. **“We”** or **“Our”** or **“Us”** or **“Company”** refers to Syarikat Takaful Malaysia Am Berhad [Registration No.: 201701032316 (1246486-D)].
34. **“You”** or **“Your”** or **“Yourself”** refers to the **Participant** as named in the **Schedule**, and/or any **Endorsement**.

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PART B: WHAT WE WILL COVER

The **Company** agrees to cover the **Person Covered** for death, **Bodily Injury** and/or any loss due to **Accident** up to the amount stated in the **Schedule, Table of Benefits** and/or any **Endorsement** subject to the terms, conditions and exclusions contained in this **Certificate**.

We will pay the following **Benefit** to the **Person Covered** or in the event of the **Person Covered's** death, to the **Nominee** or the **Person Covered's** legal personal representative(s) and the receipt by the **Person Covered**, the **Nominee** or the **Person Covered's** legal personal representative(s) shall in all respects be an effective discharge to **Us**.

No.	Benefits	Definition of the Benefits
A	Death	We will pay the Sum Covered as stated in the Schedule, Table of Benefits , declaration listing of Person Covered , and/or any Endorsement(s) if the Person Covered sustains Bodily Injury which resulted in death within twelve (12) months from the date of Accident .
B	Permanent Disablement	We will pay the percentage amount of the Sum Covered as stated in the Scale of Indemnity if the Person Covered sustains Bodily Injury which resulted in Permanent Disablement within twelve (12) months from the date of Accident .

Scale of Indemnity – Applicable to Benefits A and B of Part B

Benefit	Scale of Indemnity	Percentage (%) of the Sum Covered
A	DEATH	100%
B	PERMANENT DISABLEMENT	
	Loss of two limbs	100%
	Loss of both hands, or of all fingers and both thumbs	100%
	Total loss of sight of both eyes	100%
	Total paralysis	100%
	Injuries resulting in being permanently bedridden	100%
	Any other injury causing permanent total disablement	100%
	Loss of arm at shoulder	100%
	Loss of arm between shoulder and elbow	100%
	Loss of arm at elbow	100%
	Loss of arm between elbow and wrist	100%
	Loss of hand at wrist	100%
	Loss of leg	
	- at hip	100%
	- between knee and hip	100%
	- below knee	100%
	Eye: Loss of	
	- whole eye	100%
	- sight of one eye except perception of light	100%
	- lens of one eye	100%
	Loss of four fingers and thumb of one hand	50%
	Loss of four fingers	50%
	Loss of thumb	
	- Both phalanges	25%
	- one phalanx	10%
	Loss of index finger	
	- three phalanges	10%
	- two phalanges	8%
	- one phalanx	2%

	PERMANENT DISABLEMENT	Percentage (%) of the Sum Covered
	Loss of middle finger	
	- three phalanges	6%
	- two phalanges	4%
	- one phalanx	2%
	Loss of ring finger	
	- three phalanges	5%
	- two phalanges	3%
	- one phalanx	2%
	Loss of little finger	
	- three phalanges	4%
	- two phalanges	3%
	- one phalanx	2%
	Loss of metacarpal	
	- first or second (additional)	3%
	- third, fourth or fifth (additional)	2%
	Loss of toes	
	- all	15%
	- great toe, both phalanges	5%
	- great toe, one phalanx	2%
	- other than great toe if more than one toe lost, each	1%
	- if more than one toe lost, each	1%
	Loss of hearing	
	- both ears	75%
	- one ear	15%
	Loss of speech	50%

Notes: -

1. Permanent loss of use of any part of the body as stated in the Scale of Indemnity shall be treated as **Permanent Disablement** of that part of the body.
2. Where there is a loss of two or more parts of the finger/toe and/or hand/foot, the percentage shall not be more than the loss of the whole finger/toe and/or hand/foot.
3. Where the injury is not specified, **We** reserve the rights to adopt a percentage of disablement which in **Our** opinion is consistent and relevant with the provisions of the Scale of Indemnity.
4. The aggregate of all percentages payable in respect of any one **Accident** shall not exceed one hundred percent (100%) of **Benefit A** of Part B. In the event a total loss of one hundred percent (100%) have been paid, all coverages under **Benefits A** and B of Part B shall immediately cease to be in force in respect of that **Person Covered**.
5. If the payment of **Benefit B** of Part B is less than one hundred percent (100%), it shall reduce the **Sum Covered** of the respective **Person Covered** under **Benefits A** and B of Part B by that amount until the expiry of the **Period of Takaful**.

PART C: GENERAL EXCLUSIONS

This **Certificate** does not cover:

1. Death or **Permanent Disablement, Bodily Injury**, or any other loss caused directly or indirectly by:
 - (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the **Person Covered(s)** is/are taking part therein;
 - (b) insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof;
 - (c) effect or influence of drugs or alcohol;
 - (d) **Pre-Existing Condition**;
 - (e) provoked murder or assault; or
 - (f) nuclear, energy or radioactivity of any kind including but not limited to ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons material.

2. Death or **Permanent Disablement, Bodily Injury**, or any other loss sustained by the **Person Covered**:
 - (a) while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service;
 - (b) while committing or attempting to commit any unlawful or criminal act; or
 - (c) as a result of epidemics and/or pandemics as declared by the World Health Organization (“WHO”) or any governmental authority in Malaysia.
 - (d) whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hang-gliding or participation in any form of race or competition other than on foot.

3. Individuals such as airlines personnel, aviation crews, ship crews, personnel in the regular armed forces, any law enforcement forces, policemen, armed security guards, firemen, fishermen, divers, professional motor racers and sportsmen whilst engaged in their professional racing/sporting activity, building demolition workers, jockeys, logging workers, oil rigs workers, quarry workers, underground tunnel and mine workers, marine salvage crews, individuals directly involved in making or handling explosives or munitions or fireworks, tree fellers, window cleaners of high-rise buildings, despatch riders and other hazardous and dangerous occupations whilst in the course of their works or whilst on duty.

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PART D: GENERAL CONDITIONS

1. THE CONTRACT

This **Certificate**, **Your** application, the **Person Covered**'s Proposal/Application and Declaration Form and all relevant documentary declarations and/or statements that make up this **Certificate** together with any **Endorsement** made by **Us**, will form the entire contract between **You**, the **Person Covered** and **Us**. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by **You** or the **Person Covered** are fraudulent or a misrepresentation made by **You** or the **Person Covered** was deliberate or reckless, **We** reserve the right to declare that the contract is void.

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

2. GEOGRAPHICAL TERRITORY

All **Benefits** provided in this **Certificate** are applicable worldwide, twenty-four (24) hours a day unless stated otherwise.

3. OBSERVANCE

The due observance and fulfilment of the terms of this **Certificate** in so far as they relate to anything to be done or complied with by the **Participant** and the **Person Covered** and the truth of the statements and answers in the Proposal and Declaration made by the **Participant** and the **Person Covered** shall be a condition precedent to any liability of the **Company**.

4. NOTICE

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

5. ALTERATIONS

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

6. MISREPRESENTATION/FRAUD

In the event of a misrepresentation by the **Participant** where the **Certificate** has been in force for a period of two (2) years or less, it will be handled in accordance with Schedule 9 of the Islamic Financial Services Act 2013, whereby it may result in the following:

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

7. CHANGE OF BUSINESS, OCCUPATION OR PHYSICAL CONDITION

The **Participant** shall give immediate notice to the **Company** of any change in the **Participant**'s address or business or occupation or of the trade or occupation of any **Person Covered** and shall also give notice before any renewal of this **Certificate**, of any injury, disease, physical defect or infirmity affecting the **Person Covered** and of which the **Participant** has become cognizant.

8. TAKAFUL CONTRIBUTION WARRANTY

It is fundamental and absolute special condition of this contract of **Takaful** that the **Contribution** due must be paid and received by the **Company** within sixty (60) days from the inception date of this **Certificate/Endorsement** or renewal **Certificate**.

If this condition is not complied with then this **Certificate** is automatically cancelled from the **Effective Date** without further reference to the **Participant** wherein the **Company** shall disclaim all liabilities in any form whatsoever effective from the date thereof.

Where the **Contribution** payable pursuant to this warranty is received by an authorised agent of the **Company**, the payment shall be deemed to be received by the **Company** for the purposes of this warranty and the onus of proving that the **Contribution** payable was received by a person, including a **Takaful** agent, who was not authorised to receive such **Contribution** shall lie on the **Company**.

Subject otherwise to the terms and conditions of this **Certificate**.

9. **WAKALAH FEE**

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

10. **MANAGEMENT OF FUND**

Pursuant to the authorization given to the **Company** by the **Participant** and the rest of the participants, the **Company** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. The **Company** has the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate retakaful, subject to Shariah and regulatory requirements.

11. **DISTRIBUTION OF SURPLUS**

(a) Any distributable surplus arising from the **GTF** as determined by **Us** will be distributed according to the following proportion:

- (i) fifty percent (50%) of the distributable surplus will be credited into the **GTF** and kept in the **GTF** to prepare and provide for any high claims experience; and
- (ii) the remaining fifty percent (50%) of the distributable surplus will be paid to **Us** as performance incentive based on **Jua'lah**.

(b) A portion of the distributable surplus which is credited into the **GTF** will be distributed to eligible participants as determined by **Us** in the form of cash back. For avoidance of doubt, cash back is not applicable under this **Certificate**.

12. **DEFICIENCY AND LOSS RECTIFICATION**

If the **GTF** is in deficit, the **Company** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. The **Company** may waive its rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to its mismanagement or negligence, the **Company** will make an outright transfer to rectify the deficit or loss.

13. **INFORMATION AND EVIDENCE OF INJURY**

All certificate, information and evidence required by the **Company** shall be furnished by and at the expense of the **Participant** and/or **Person Covered** (or his legal representatives) and shall be in such form and of such nature as the **Company** may prescribe. The **Participant** shall as often as required arrange for the **Person Covered** to submit to medical examination on behalf of the **Company** at his own expense in respect of any alleged bodily injury. In case of death of the **Person Covered** there must be delivered to the **Company** a certificate of death issued by the relevant authorities and/or other reports from a qualified medical practitioner stating as fully as possible the nature, extent and duration of the injury, cause of death and all such other information and evidence as the **Company** may require or consider necessary to satisfy itself of the identity of the **Person Covered** and the title of the claimant.

14. **REASONABLE PRECAUTION TO PREVENT ACCIDENT**

During the course of employment, the **Person Covered** and the **Participant** shall take all reasonable precautions to prevent accidents and shall comply with all statutory obligations relating to such employment.

15. **BODILY INJURY**

In the case of **Bodily Injury** to which this **Certificate** relates:

- (a) the **Person Covered** shall procure and act upon medical or surgical advice as soon as practicable; and
- (b) written notice shall be given to the **Company** as soon as possible but in any event within twenty-one (21) days of the **Accident** causing such **Bodily Injury**.

16. **CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT**

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

17. **SUBROGATION**

The **Company** reserves the right to undertake in the **Participant's** name and the **Participant's** behalf:

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

18. **BENEFITS EXPRESSED AS A PROPORTION OF ANNUAL SALARIES OR WAGES**

In the event of the **Benefits** being expressed as a proportion of annual salaries or wages:

- (a) It is agreed that the number of employees (designated as the **Persons Covered** in the **Schedule** and/or any **Endorsement**) and the description of trades or occupations in the **Schedule** and/or any **Endorsement** include the trades or occupations of all employees engaged by the **Participant** (except as otherwise stipulated by or agreed to by the **Company**) and the number of such employees engaged in each specified trade or occupation as at the **Effective Date** of this **Certificate** and the **Participant** shall give written notice to the **Company** of any change in these particulars without unnecessary delay and in any event within two weeks of the occurrence of such change.
- (b) The first **Contribution** and all renewal **Contribution** that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the **Participant** to the employees during the **Period of Takaful**. The name of every such employee together with the amount of wages, salaries and other earnings shall be duly recorded in a proper wages book. The **Participant** shall at all times allow the **Company** to inspect such book and shall supply the **Company** with a correct account of all such wages, salaries and other earnings paid during any **Period of Takaful** within one (1) month from expiry of such **Period of Takaful**.

19. **NOMINATION**

- (a) The **Person Covered** may nominate any natural person to receive benefits payable in the event of the **Person Covered**'s death, either as an executor or as a beneficiary under a conditional **Hibah**.
- (b) The **Person Covered** may from time to time revoke any such nomination and/or to name another **Nominee(s)** with notification duly received and registered by **Us**.
- (c) If the **Person Covered** has nominated more than one **Nominee**, the benefits payable, if any, shall be paid to the surviving **Nominee** (s) at the time of the **Person Covered**'s death in equal shares unless otherwise specified by the **Person Covered**; and such payment shall be deemed as a valid discharge of **Our** liability under this **Certificate**.
- (d) Upon death of any **Nominee** after the **Person Covered**'s death but prior to any payment of the benefits, **We** shall pay the benefits to:
 - i. the **Person Covered**'s estate if the **Nominee** is an executor; or
 - ii. the estate of the deceased **Nominee** if the **Nominee** is a beneficiary under conditional **Hibah**.
- (e) If there is no effective nomination in force upon the **Person Covered**'s death, the benefits payable may be paid to the **Person Covered**'s lawful executor or administrator of estate. If there is no lawful executor or administrator of estate at the time of payment of the benefits, **We** may pay to a proper claimant up to the maximum amount allowable under the laws of Malaysia, and the balance, if any, will be paid to the person named as the **Person Covered**'s lawful executor or administrator of estate in accordance with the court order received by **Us** subsequently.

20. **RENEWAL AND CANCELLATION OF CERTIFICATE**

- (a) The **Company** shall not be bound to accept any renewal of this **Certificate** or to send any notification of the renewal **Contribution** becoming due. The **Certificate** shall not be renewable in respect of any **Person Covered** after the end of the **Period of Takaful** during which such **Person Covered** attains the age of sixty-six (66) years, unless specifically stated otherwise in the **Schedule** and/or any **Endorsement**.
- (b) The **Takaful** effected by this **Certificate** either in its entirety or in respect of any particular **Person Covered** may be cancelled by the **Company** at any time by fourteen (14) days' notice by registered letter sent to the **Participant** at the **Participant's** last known address provided that such cancellation shall be without prejudice to the rights of the **Participant** in respect of prior injury to any **Person Covered**. By like notice to the **Company** the **Participant** may at any time cancel this **Certificate**.
- (c) Where benefits are expressed as a proportion of annual salaries or wages and in the event of such cancellation of this **Certificate** either in its entirety or in respect of any particular **Person Covered**, the relative **Takaful Contribution** for the period from the commencement of the then current **Period of Takaful** to the date of such cancellation shall be regulated as provided in (b) above.
- (d) In the event of such cancellation by the **Company** of this **Certificate** either in its entirety or in respect of any particular **Person Covered**, the **Company** shall return to the **Participant** the last **Takaful Contribution** paid by the **Participant** either for the **Certificate** in its entirety or for the particular **Person Covered** concerned less a pro rate part thereof for the period of the year of which the **Certificate** has been in force either in its entirety or in respect of the **Person Covered** whichever the case may be. The **Certificate** may also be terminated by the **Participant** in writing to the **Company** in which case the **Company** shall apply the same procedure in respect of the **Takaful Contribution** as aforesaid.

21. **TERMINATION OF THIS CERTIFICATE**

This **Certificate** shall automatically terminate upon occurrence of any of the following:

- (a) upon cancellation of this **Certificate** by the **Participant**;
- (b) upon cancellation of this **Certificate** by the **Company**;
- (c) when there is fraud or misrepresentation of material fact during application;
- (d) when the **Sum Covered** of **Benefits A** or **B** of Part B is fully paid;
- (e) when the **Certificate** expires; or
- (f) upon cancellation due to **Takaful Contribution Warranty**.

Unless specifically stated otherwise in the **Schedule** and/or any **Endorsement**, if the termination is due to (a) and (b), the **Company** will refund to the **Participant** the **Contribution** for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c), the **Company** will refund

to the **Participant** the **Contribution** in full. If the termination is due to (d), (e) and (f), there will be no refund of the **Contribution** from the **Company** the **Participant**.

Any **Contribution** receipt by the **Company** after the termination of this **Certificate** will not create any liability to the **Company** but the **Company** will refund such **Contribution** to the **Participant** without profit.

22. **TERMINATION OF THE COVERAGE ON ANY PERSON COVERED**

- (a) The coverage on any **Person Covered** under this **Certificate** will automatically terminate when any one (1) of the following events occurs:
- (i) upon cancellation of coverage as provided under Clause no. 21 of Part D of this **Certificate**;
 - (ii) upon death of the **Person Covered**;
 - (iii) upon claim admission of the **Person Covered's Permanent Disablement** where the aggregate amount of benefits payable is equal to one hundred percent (100%) of the **Sum Covered of Permanent Disablement Benefit**;
 - (iv) upon non-payment of **Contribution**; or
 - (v) when there is fraud or misrepresentation of material fact or false declaration/statement during application.
- (b) If the termination is due to item (i) until (iv) above, there will be no refund of the **Contribution**. If the termination is due to item (v), **We** will refund the **Contribution** in full in respect of that **Person Covered** as paid under this **Certificate** to **You** / the **Person Covered's Nominee** / the **Person Covered's** lawful executor or administrator estate, as the case may be provided there is no claim made against **Us**.
- (c) Any **Contribution** paid or accepted after the termination of this **Certificate** or the termination of the coverage on any **Person Covered** will not create any liability but **We** will refund such **Contribution** without profit.

23. **LEGAL PROCEEDING**

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

24. **APPLICABLE LAW**

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

25. **SANCTIONS EXCLUSION CLAUSE**

- (a) The **Company** shall not be deemed to provide cover nor be liable to pay any claim or any **Benefit** as contained in this **Certificate** to the extent that the provision of such cover, payment of such claim or such benefit would expose **Us** to:
- (i) any sanction, prohibition or restriction under United Nations resolutions;
 - (ii) the trade or economic sanctions, laws or regulations of the:
 - ✓ European Union;
 - ✓ United Kingdom;
 - ✓ United States of America; or
 - ✓ any of the states of the above countries; or
 - (iii) any other locally applicable laws or regulations.
- (b) The **Company** may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any business with the **Participant** in connection with this **Certificate**, including but not limited to, making or receiving any payments under this **Certificate**.

26. **RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM**

If the **Company** discovers, or has justified suspicion, that the **Certificate** is exploited for money laundering activities or to finance terrorism, the **Company** reserves the right to terminate the **Certificate** immediately. The **Company** shall deal with all contributions paid and all **Benefits** or sums payable in respect of the **Certificate** in any manner which the **Company** deems appropriate, including but not limited to handing it over to the relevant authorities.

27. **TERRORISM MASS DESTRUCTION EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this **Takaful** or any endorsement thereto it is agreed that this **Takaful** shall exclude terrorism but only as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever those may be distributed or combined.

For the purpose of this Clause:

- (a) Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not limited to, the actual use of force or violence and/or threat of such use. Furthermore, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).
- (b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death amongst people or animals.
- (c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- (d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement of death amongst people or animals.

28. **DATE RECOGNITION CLAUSE**

- A. The **Company** will not pay for any loss or damage including loss of use with or without physical damage, injury (including **Bodily Injury**), expenses incurred or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the **Participant** or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to:
 - i correctly recognize any date as its true calendar date;
 - ii capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than as its true calendar date; and/or
 - iii capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the **Company** will not pay for the repair or modification of any part of any electronic data processing system or any part of any device and/or software as listed above in A.
- C. It is further understood that the **Company** will not pay for any loss or damage including loss of use with or without physical damage, injury (including bodily injury), expenses incurred or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the **Participant** or for the **Participant** or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

- D. It is further understood that the **Company** will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognize any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage, injury (including **Bodily Injury**), expenses incurred or any consequential loss referred to in A, B, C or D above is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

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

The **Participant** or the **Person Covered** may make inquiries or request for access to or correction of their Personal Data or limit the processing of their Personal Data at any time hereafter by submitting such request to the **Company** via email to **csu@takaful-malaysia.com.my**. The **Company** will retain the **Participant's/Person Covered's** personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

The **Participant** or the **Person Covered** has expressly acknowledged and consent to the **Participant's** or the **Person Covered's** Personal Data to be stored, processed and disclosed by the **Company** for the purposes and in accordance with the **Company's** Privacy Notice as published on the **Company's** website.

30. **TREATMENT OF SMALL PAYMENT AMOUNTS**

For any amount due and payable to the **Participant** or **Person Covered** resulting from refund/ surrender/ maturity/ termination/ claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), the **Company** will donate to charity as approved by the Company.

31. **CUSTOMER SERVICE CHARTER**

The **Participant** and the **Person Covered** may visit the **Company's** website to know more about the **Company's** Customer Service Charter.

32. **TAX**

The **Company** reserve the right to levy any applicable taxes allowable under the laws of Malaysia. All taxes, including but not limited to any sales and service tax, and/or other forms of goods or consumption tax whether currently in force or implemented after the date of **Your Certificate** will be charged in accordance with the applicable legislation at the prevailing rate. Such applicable taxes payable shall be paid in addition to the applicable contributions and other charges.

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PART E: AUTOMATIC EXTENSIONS/CLAUSES

(Applicable to the whole Certificate)

- C001 DISAPPEARANCE CLAUSE**
Subject to all the terms, limitations, conditions and exclusion of this **Certificate** except as specifically provided herein, if the **Person Covered** disappears during the **Period of Takaful** and his body is not found within one (1) year after disappearance, and sufficient evidence is produced to the **Company's** satisfaction that leads inevitably to the conclusion that he sustained accidental **Bodily Injury** causing his Death, the **Company** shall pay Death benefit under this **Certificate** provided that the person(s) to whom such sum is paid shall sign and undertake to refund such sum to the **Company** if the **Person Covered** is subsequently found to be living. Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C003 STRIKE, RIOT AND CIVIL COMMOTION**
This **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to riot, strike and civil commotion provided that the **Person Covered** is not directly or indirectly participating in such activities. Riot, strike and civil commotion for the purpose of this clause shall mean only:
1) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not).
2) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C004 HIJACKING CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to hijacking whilst the **Person Covered** was travelling in an aircraft as a fare-paying passenger with a fully licensed airlines company, provided it is not directly or indirectly occasioned or contributed to or traceable to by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C017 UNPROVOKED MURDER AND ASSAULT**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to an assault or murder or any attempt thereon provided that this extension does not apply in the event of provocation was committed or intended to commit such act therein by the **Person Covered**.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C020 RUKUN TETANGGA ACTIVITIES**
It is hereby declared and agreed that the **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** whilst he is performing any of "Rukun Tetangga" duties pursuant to the Rukun Tetangga Act 2012.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C025 AMATEUR SPORT ACTIVITIES CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** whilst he is participating in any indoor or outdoor sport as an amateur.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.

- C026 EXPOSURE CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to an exposure to forces of nature and/or weather elements as a result of an **Accident**.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C030 FOOD AND DRINK CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to accidental food and drink poisoning.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C031 SUFFOCATION THROUGH SMOKE, FUMES AND POISONOUS GAS CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to accidental suffocation through smoke, fumes and/or poisonous gas.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C033 HUNTING CLAUSE**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** caused by the **Person Covered**'s hunting activity whether on foot or otherwise. Provided always that the hunting activity is allowed under the applicable laws and the **Company** shall not be liable to make any payment for **Bodily Injury** consequent upon steeple-chasing or point to point racing.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C038 ACCIDENTAL DROWNING OR SUFFOCATION**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to accidental drowning or suffocation.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C040 SNAKE AND HARMFUL INSECTS BITES**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to snake or harmful insect bites.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C041 KIDNAPPING EXTENSION**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** arising out of or due to kidnapping.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C056 MOTORCYCLING / PILLION RIDING**
It is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** against **Bodily Injury** whilst riding a motorcycle as a pillion rider or as a driver. The **Person Covered** who was a driver must have a valid driving license to ride the motorcycle. The **Company** shall not be liable to make any payment if the **Person Covered** was engaged in racing, pace making, speed testing, organised reliability trials, sports rallies or competitions.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.

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PART F: SPECIAL CLAUSES OR EXTENSIONS

(Only applicable if stated in the Schedule, Table of Benefits and/or any Endorsements)

- C007** **AUTOMATIC INCLUSION AND DELETION CLAUSE**
Additional **Person Covered** of the **Participant** will automatically be held covered under this **Certificate** provided that noticed of each inclusion/addition must be advised and declared by the **Participant** within sixty (60) days of the date of commencement of employment and the appropriate additional **Contribution** is paid. Deletion of **Person Covered** will be similarly effected from the date of termination of their employment.
Subject otherwise to the terms, conditions and exclusions of the **Certificate**.
- C008** **FLYING ON UNSCHEDULED AIRCRAFT/HELICOPTER**
Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that this **Certificate** is extended to cover the **Person Covered** whilst travelling as a passenger in an unscheduled aircraft and/or helicopter operated by qualified pilots.
- C011** **REPATRIATION EXPENSES**
The **Company** will reimburse up to the limit stated in the **Schedule, Table of Benefits** or any **Endorsement** in the event of death to the **Person Covered** due to an **Accident** in respect of repatriation expenses incurred to repatriate the **Person Covered** whilst outside his normal place of domicile or residence, provided the claim is payable under Death **Benefit**.
- C035** **FUNERAL EXPENSES CLAUSE**
The **Company** will pay the **Sum Covered** as specified in the **Schedule, Table of Benefits** or any **Endorsement** in the event of death to the **Person Covered** due to an **Accident** in respect of cremation, interment, burial or funeral services of such deceased **Person Covered** had taken place, provided the claim is payable under Death **Benefit**.
- C046** **DOUBLE INDEMNITY ENDORSEMENT**
Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of Death or Permanent Disablement of the **Person Covered** due to an **Accident** whilst travelling in any **Public Transport** systems including lifts, the **Company** will pay double the principal Death **Sum Covered** as set forth in the **Schedule, Table of Benefits** or any **Endorsement**.
- C050** **AMBULANCE FEES**
The **Company** will reimburse up to the **Sum Covered** as specified in the **Schedule, Table of Benefits** or any **Endorsement** per **Accident** per **Period of Takaful** for the ambulance services (inclusive of attendant) for transporting the **Person Covered** to/from the **Hospital** as a result of an **Accident**.
- C051** **HOSPITAL ALLOWANCE**
The **Company** will pay the **Sum Covered** if the **Person Covered** is **Hospitalised** up to a maximum of thirty (30) days or as stated in the **Schedule, Table of Benefits** or any **Endorsement** whichever is higher, per **Accident** per **Period of Takaful** provided that the **Hospitalisation** is within twelve (12) months from the date of **Accident**.
- C052** **ORTHOPAEDIC EQUIPMENT**
The **Company** will reimburse up to the **Sum Covered** as specified in the **Schedule, Table of Benefits** or any **Endorsement** per **Accident** per **Period of Takaful** for the purchase costs of orthopaedic equipment (including wheelchairs, crutches and artificial arm or leg), as recommended by a **Medical Practitioner** as a result of a **Bodily Injury** to the **Person Covered**, provided such costs are incurred within twelve (12) months from the date of **Accident**.
- C053** **SNATCH INJURY**
The **Company** shall pay the **Sum Covered** as specified in the **Schedule, Table of Benefits** or any **Endorsement** if the **Person Covered** sustains **Bodily Injury** caused by snatch theft and/or

robbery during **Period of Takaful** subject to police report being lodged within twenty-four (24) hours of the incident. The **Company** shall not be liable to make any payment for more than one incident during any one **Period of Takaful** in respect of each **Person Covered**.

C054 AUTOMATIC ADDITION AND DELETION CLAUSE – UNNAMED BASIS

It is hereby declared and agreed that **Contribution** of this **Certificate** is calculated based on the Total Sum Covered for the number of employees declared at the inception of the **Period of Takaful**. It is further agreed that all additional personnel will be automatically held covered under this **Certificate** from the first day of employment and deletion of any **Person Covered** will be similarly effected from the date of termination of their employment.

The **Participant** agrees to declare to the **Company** in writing the value of the Total Sum Covered for all employees within thirty (30) days from the expiry of the **Period of Takaful**, after which **Contribution** adjustment shall be calculated based on the rate quoted at inception. The declaration is to be signed by an authorized person of the **Participant**. If the resultant **Contribution** be greater than the **Contribution** charged at inception, the **Participant** shall pay the difference, if it be less, the difference shall be refunded to the **Participant** but such refund shall not exceed 25% of the initial **Contribution** charged at inception.

C055 UNNAMED GROUP PERSONAL ACCIDENT ENDORSEMENT

It is hereby understood and agreed that the **Certificate** is issued based on the number of employees declared to the **Company** under the classification as stated in the **Schedule**. In the event of any claim, the **Participant** must furnish proof of documentary evidence to the **Company** that the **Person Covered** is under the **Participant's** employment during the **Period of Takaful**. If the number of employees under the classification of occupation is more than the number of employees under the classification of occupation stated in the **Schedule**, the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss.

BOC1 TEMPORARY TOTAL DISABLEMENT (“TTD”)

The **Company** will pay the amount as specified in the **Schedule, Table of Benefits** or any **Endorsement** per week, up to a maximum of fifty-two (52) weeks, unless stated otherwise, if during the **Period of Takaful**, the **Person Covered** shall become wholly and continuously disabled as a result of an **Accident** and is prevented him from attending to or carrying out any duty pertaining to his usual occupation or business. The **Company** will not pay this **Benefit** in respect of any **Person Covered** who is not gainfully employed or not engaged in any business at the time of the **Accident**, unless stated otherwise.

BOC2 TEMPORARY PARTIAL DISABLEMENT (“TPD”)

The **Company** will pay the amount as specified in the **Schedule, Table of Benefits** or any **Endorsement** per week, up to a maximum of fifty-two (52) weeks, unless stated otherwise, if during the **Period of Takaful**, the **Person Covered** shall become partially and continuously disabled as a result of an **Accident** and is prevented him from attending to or carrying out some duty(ies) pertaining to his usual occupation or business. The **Company** will not pay this **Benefit** in respect of any **Person Covered** who is not gainfully employed or not engaged in any business at the time of the **Accident**, unless stated otherwise.

B00D MEDICAL EXPENSES

We will reimburse the medical expenses incurred at any registered clinic and/or **Hospital** up to the **Sum Covered** stated in the **Schedule, Table of Benefits** and/or any **Endorsement(s)** per **Accident** per **Period of Takaful** in the event the **Person Covered** sustains **Bodily Injury** requiring medical treatment(s), provided that the first medical expense is incurred within fourteen (14) days and not more than twelve (12) calendar months from the date of **Accident**. Such medical treatment(s) must be provided by a **Medical Practitioner**.

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

CTAK

CO-TAKAFUL CLAUSE

The Follower and Leader Takaful/Insurance Companies (as stated in the **Schedule**) hereby severally agree, each for their respective proportion or share of participation set against its name, to indemnify the **Participant/Person Covered** by payment or at the option of the Takaful/Insurance Companies by reinstatement, repair or replacement in accordance with the terms exclusions, exceptions and conditions hereunder or endorsed herein or contained in the Certificate of Takaful/Insurance Policy.

Provided that:

1. The liability of the Follower(s) and Leader Takaful or Insurance Company(s) under this contract is several and not joint with other Takaful or Insurance Company(s) being party to this contract. The Follower(s) and Leader Takaful or Insurance Company(s) are liable only for the proportion of liability it has underwritten. The Follower(s) and Leader Takaful or Insurance Company(s) are not jointly liable for the proportion of liability underwritten by any other Takaful or Insurance Company(s) nor are the Follower(s) and Leader Takaful or Insurance Company(s) otherwise responsible for any liability of any other Takaful or Insurance Company(s) that may underwrite this contract.
2. The liability of each of the Follower(s) and Leader Takaful/Insurance Company individually in respect of such loss shall be limited to the proportion set against its name as shown in the **Schedule**.

It is further agreed that the Follower Takaful/Insurance Companies (as stated in the **Schedule**) shall be subject to and follow the same intention, risks, terms, exclusions, exceptions, conditions, warranties, clauses, valuation, amendments and or alteration of any description or any decisions as may be made by the Leader Takaful/Insurance Company (as stated in the **Schedule**) irrespective of any variation or difference in terminology under either the Islamic Financial Services Act (IFSA) 2013 or the Financial Services Act (FSA) 2013 as the case may be or as applicable thereof.

Notwithstanding that the Follower(s) and Leader Takaful/Insurance Companies hereby attest to the intention and meaning of the Special Memorandum as lodged with them, the Leader Takaful/Insurance Company shall be entitled to investigate, settle, compromise, control, discharge or repudiate any claims and to institute, prosecute, defend, settle and compromise any proceedings in respect of any risk and/or interest arising from this **Certificate** under the applicable provisions of either the IFSA 2013 or FSA 2013 or both as the case may be or as applicable therefor.

To the extent the Leader Takaful/Insurance Company is liable to pay under this **Certificate** to that extent the Follower(s) Takaful/Insurance Company(s) shall follow the fortunes of the Leader Takaful/Insurance Company in all respects all loss or damage provided for by this **Certificate**.

Name of Leader and Follower(s) Takaful/Insurance Company(ies) together with the Share of Participation are as per **Schedule**.

SPECIAL MEMORANDUM

The Special Memorandum serves to encapsulate the intentions and arrangements that were discussed and agreed upon between the parties of the co-takaful arrangement as stated in the **Schedule** and with whom it shall be lodged with or without altering, reducing or amending the rights and duties of each party under the **Takaful Certificate** or **Co-Takaful Certificate** No. as stated in the **Schedule** issued or signed accordingly under the provisions of the IFSA 2013 and/or FSA 2013.

It has been agreed that:

1. For the purpose of determining any liability to indemnify the **Participant** under a certificate of Takaful including as prescribed by any endorsement attaching thereto, all parties shall primarily refer to a certificate or conventional language as normally issued

under the provisions of the IFSA 2013 or FSA 2013 and signed on by all companies for their respective share of participation of such liability, all loss or damage provided for by this **Certificate**.

2. In as far the required presence of representatives of the company is concerned, in particular for meetings with the **Participant** or its representative or for any other official occasion or functions related to matter of Takaful, **We** may be called upon to act as the spokesperson without prejudice to the rights and duties of each of the Leader and Follower(s) Takaful Operator/Insurance Companies.
3. The Leader shall perform its obligations as prescribed under the Co-Takaful Clause and shall be entitled to conduct an annual inspection or survey relating to risk management for and on behalf of all Followers for their own rightful purpose or for the benefit of the **Participant**.
4. The Leader and Follower(s) Takaful/Insurance Company(s) shall agree to nominate an internationally recognised and licensed loss adjuster or panel of such loss adjusters which is/are acceptable to the **Participant**.
5. Notwithstanding the above arrangement, the agent or broker shall retain its rights and perform its duties as the appointed agent or broker for the **Participant**.

Provided that all arrangements as set hereon or herewith are not against the provisions of any acts of law in Malaysia or guidelines or regulations that may be prescribed or to be prescribed from time to time by the relevant Malaysian authorities.

PART G: SPECIAL PROVISIONS

1. Unless otherwise agreed and endorsed hereon, the aggregate amount of **Benefits** payable under this **Certificate** in respect of Death or **Permanent Disablement** or other covered event(s) of more than one (1) **Person Covered** occurring whilst travelling in the same conveyance and within the **Participant's** knowledge shall be limited to a maximum of Ringgit Malaysia One Million (RM1 Million). In the event the aggregate compensation exceeds Ringgit Malaysia One Million (RM1 Million), the amount of **Benefits** payable to each of the **Person Covered** shall be paid on a proportionate basis.
2. Unless otherwise agreed and endorsed hereon, **Benefits** payable under TTD and/or TPD **Benefits** (if stated in the **Schedule, Table of Benefits** and/or any **Endorsement**) in respect of any one **Person Covered** shall not exceed the period of fifty-two (52) weeks in respect of any one **Accident**, calculated from the date the **Person Covered** was first examined by a **Medical Practitioner**. Any payment made under TTD and/or TPD **Benefits** shall reduce the **Sum Covered** in respect of any one **Person Covered** under Death and **Permanent Disablement Benefits**.

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PART H: ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

1. ENQUIRIES /COMPLAINTS HANDLING

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

Customer Service Unit (CSU),
Syarikat Takaful Malaysia Am Berhad [Registration No.: 201701032316 (1246486-D)],
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
P.O. Box 11483, 50746 Kuala Lumpur
Tel: 1-300 88 252 385
Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: www.takaful-malaysia.com.my

2. AVENUE OF CLAIM APPEAL

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

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

Ombudsman for Financial Services [Registration No.: 200401025885 (664393-P)],
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: 603 2272 2811
Fax: 603 2272 1577
Email: enquiry@ofs.org.my
Website: www.ofs.org.my

BNM Laman Informasi Nasihat dan Khidmat (LINK)
Ground Floor, Blok D, Bank Negara Malaysia,
Jalan Dato' Onn, 50480 Kuala Lumpur.
Tel: 1-300-88-5465 (LINK) Fax: 03-2174 1515
Email: bnmtelelink@bnm.gov.my