




GROUP PROTECTION TAKAFUL

GROUP CERTIFICATE NO	: GPT21
ISSUE DATE	: 1 st February 2018
CERTIFICATE COMMENCEMENT DATE	: 1 st February 2018
PARTICIPANT/CERTIFICATE OWNER	: KESATUAN PEGAWAI KASTAM SEMENANJUNG MALAYSIA
PARTICIPANT'S ADDRESS/ CERTIFICATE OWNER'S ADDRESS	: NO 7A, TINGKAT 1 JALAN TRAVERS BRICKFIELDS KUALA LUMPUR 50470 WILAYAH PERSEKUTUAN
APPLICATION DATE	: 1 st February 2018
THE TAKAFUL OPERATOR	: Great Eastern Takaful Berhad (916257-H)
EXPIRY DATE	: 31 st January 2019

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

It is hereby declared and agreed that the coverage under this Group 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 Group Certificate to be executed and to be effective in accordance with the terms and conditions contained herein.



SHAHRUL AZLAN SHAHRIMAN
CHIEF EXECUTIVE OFFICER



CERTIFICATE INFORMATION STATEMENT

Dear Participant,

Thank you for taking up this Certificate. This is a financial security product that has been customized 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 the Takaful Operator in this Certificate Information Statement are made in good faith based on the reasonable knowledge of the Takaful Operator as at Issue Date and the Takaful Operator accepts and undertakes no liability whatsoever for the accuracy of the same and/or 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 our Office.

- NRIC
- Birth Certificate
- International Passport
- Citizenship Certificate

NOMINATION

If you are aged 19 years next birthday and above, and you as the Person Covered may nominate a natural person to receive the certificate moneys 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 the Takaful Operator 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. You may surrender this Certificate so long there are values in the Participant's Individual Account (PIA) under your Certificate. However, if you surrender this Certificate, you may get back less than the amount you contribute in. **It may not be advantageous to surrender or replace an existing certificate with a new one.** Please consult your servicing intermediary or call our Office before making your decision.

CONTRIBUTION PAYMENTS

You can pay contributions

- by cash or cheque at any of our Offices (except for monthly, quarterly and half-yearly contribution payments).
- through auto-debit service available at participating banks or organisation. For the info on participating banks or organisation, you may contact our Office for updates.
- by credit card through Malaysian Visa or MasterCard account.



When paying contributions, please make sure you obtain our official receipt which is a computer generated document and does not require a signature. Note that no receipt will be issued for contributions payment made through auto-debit and credit card facilities. In those cases, confirmation from the respective bank or credit card statement constitutes evidence of payment.

If you opt to pay the contribution by cheque, you must make sure that the cheque is made payable to GREAT EASTERN TAKAFUL BERHAD and with your certificate number explicitly stated on the reverse side of the cheque. Please note that it is your duty and is to your benefit to ensure that your cheque is properly issued and safe from possible misuse by any party.

The contribution amount and contribution payment mode for your Certificate and any attaching supplementary benefits will be stated in Takaful Certificate of this Certificate. If you wish to change the contributions payment mode, you may notify the Takaful Operator in writing prior to the contributions due date and you will be advised accordingly.

FREE LOOK PERIOD

A Person Covered under this Certificate may notify you to cancel his Takaful Coverage within fifteen (15) days after the delivery of his Takaful Certificate and you shall immediately inform the Takaful Operator to cancel the Takaful Coverage for that Person Covered. Subject to the Takaful Operator's receipt of the original Takaful Certificate, the Takaful Operator shall then immediately refund any contribution paid subject only to the deduction of expenses incurred for the medical examination of that Person Covered directly to him.

Upon the refund of contribution, the liability of the Takaful Operator shall cease only in respect of the Takaful Coverage for that Person Covered.

SUBMISSION OF CLAIM

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

ENQUIRIES ON YOUR CERTIFICATE

For any assistance or enquiry on your Certificate, kindly contact our Office. Please quote your Certificate number and our reference, if any.

Our Office:
Partnership Distribution,
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 : i-greatcare@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.
Telephone No. : (603) 4259 8338
Fax No. : (603) 4252 7528
Email : i-greatcare@greateastertakaful.com
Website : www.greateastertakaful.com

OMBUDSMAN FOR FINANCIAL SERVICES (OFS) 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 OFS within six (6) months from the date of our Customer Feedback Unit's final decision, or to BNMLINK / BNMTLELINK BNM. Kindly check with our Customer Feedback Unit on the proper avenue for dealing with your complaint. 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 (BNMTLELINK)

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

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.

“Activities of Daily Living” means all of the following:

- (a) **Transfer**
Getting in and out of a chair without requiring physical assistance.
- (b) **Mobility**
The ability to move from room to room without requiring any physical assistance.
- (c) **Continence**
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) **Dressing**
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) **Bathing/Washing**
The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.
- (f) **Eating**
All tasks of getting food into the body once it has been prepared.

“Certificate” means this Group Certificate and includes the Privileges and Conditions, annexure, Takaful Certificate, endorsement or schedule herein, or as may be issued by the Takaful Operator from time to time, any amendment as may be made, approved and signed by the Takaful Operator at its sole and absolute discretion from time to time without notice thereof to the Participant and/or Person Covered, the application made/proposal form and 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.

“Certificate Anniversary” means the anniversary or the subsequent anniversaries of the Certificate Commencement Date.

“Certificate Commencement Date” means the date stated in this Certificate, which is the commencement date between the Takaful Operator and the Participant.

“Consultant Neurologist” means a Medical Practitioner who is board certified in neurology and a Fellow of the Neurological Society in the United Kingdom, the United States of America, Canada or Australia.

“Covered Child” means an Eligible Child in respect of whom Takaful Coverage under this Certificate has been affected and respective Takaful Certificate has been issued.

“Covered Event” means any of the events specified and defined under Definitions of Covered Event in the Schedule of Optional Benefits and Exclusions of this Certificate.

“Covered Member” means a Member in respect of whom Takaful Coverage under this Certificate has been affected and respective Takaful Certificate has been issued.

“Covered Spouse” means an Eligible Spouse in respect of whom Takaful Coverage under this Certificate has been affected and respective Takaful Certificate has been issued.



"Diagnosis" means the definitive diagnosis made by a Medical Practitioner or Consultant Neurologist, based upon such specific evidence, referred to in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Takaful Operator.

Such diagnosis must be supported by the Takaful Operator's appointed Medical Practitioner who may base his opinion on the medical evidence submitted by the claimant and/or any additional evidence he may require.

"Effective Date" means a date as stated in the Takaful Certificate, from which the Takaful Coverage has become effective.

"Eligible Child" means the unmarried legal child/children of the Covered Member who is eligible to participate in the Takaful Coverage under this Certificate.

"Eligible Spouse" means a legally married spouse(s) of the Covered Member who is/are eligible to participate in the Takaful Coverage under this Certificate.

"Expiry Date" means the date as stated in this Certificate 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 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.

"Injury" means bodily injury caused solely by Accident.

"Investment Loss" means the loss arising from managing the investment in Shariah-compliant securities and activities of the Tabarru' Fund and Participant's Individual Account.

"Investment Profit" means the profit arising from managing the investment in Shariah-compliant securities and activities of the Tabarru' Fund and Participant's Individual Account.

"Loss" means any Loss stated in the Schedule of Compensation of this Certificate.

"Registered 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.

"Member" means a person who is introduced by the Participant to the Takaful Operator and who is eligible to participate under this Certificate.

"Mudharabah" means the profit sharing between Person Covered and Takaful Operator on the investment return of PIA based on a pre-agreed ratio which is distributed after each financial year.

"Participant's Individual Account" or "PIA" means an account which consist of the amount left in PIA under this Certificate where contributions and surplus and/or profit arising shall be allocated.

"Person Covered" means the Covered Member, Covered Spouse or Covered Child.

"Period of Coverage" means the one-year period which starts on the Commencement Date or any Certificate Anniversary and ends on the day before the first Certificate Anniversary or the following Certificate Anniversary, as the case may be.

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

"Qard Hasan" means a benevolent loan provided by the Takaful Operator in the event of a deficit in Tabarru' Fund.

"Service Fee" means the fee payable to the Participant at such rate to be determined by the Takaful Operator at its sole and absolute discretion based on the contribution actually received by the Takaful Operator in respect of this Certificate.

"Sum Covered" means the amount of coverage for which the Tabarru' Fund is at risk. The amount of coverage as at the Effective Date is stated as the Initial Sum Covered in the Takaful Certificate.

"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 Certificate" means the Certificate issued to the Person Covered subject to the terms and conditions of the Certificate.

"Takaful Coverage" means this Group Protection Takaful and such other takaful coverage as may be extended to a Person Covered.

"Takaful Operator" means Great Eastern Takaful Berhad.

"Termination Date" means the Expiry Date of this Certificate.

"Total and Permanent Disability" or "TPD" for Person Covered aged eighteen (18) years next birthday and above, means a state of incapacity which:

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

"Total and Permanent Disability" or "TPD" for Person Covered below the age of eighteen (18) years next birthday, means a state of incapacity which:

- (a) is total and permanent and requires the Covered Child, for the remainder of his natural life, to be subjected to constant medical care and attention and to be confined to a home, a hospital or a similar institution; or
- (b) is deemed to be caused by any of the following:
 - (i) total and irrecoverable loss of sight of both eyes; or
 - (ii) total and irrecoverable loss of use of two limbs at or above the wrist or ankle; or
 - (iii) total and irrecoverable loss of sight of one eye and loss of use of one limb at or above the wrist or ankle; or
- (c) renders the Covered Child disabled to such an extent as to be totally and permanently unable to perform at least three (3) of the listed Activities of Daily Living even with the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

For the purpose of this benefit, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology at the time of the admission of claim. The resultant permanent functional impairment is to be verified by a Medical Practitioner and duly concurred by the Takaful Operator's medical officer.

"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.

"Wakalah bi al-Ujrah" means the agency certificate where:

- a) Participant/Person Covered appoints the Takaful Operator to manage the Tabarru' Fund.
 - b) Takaful Operator will invest the monies in accordance to **"Wakalah bi al-Istithmar"** principle.
- The Takaful Operator is entitled to receive the fees as pre-agreed in the beginning of the certificate upon the services rendered.

"Waiting Period" means the initial thirty (30) days for Hospitalisation Benefits and sixty (60) days for Critical Illness Benefit from the Effective Date. Whenever a Takaful Certificate is reinstated after it has

lapsed, a fresh Waiting Period of thirty (30) and sixty (60) days shall be imposed from the date of reinstatement of the Takaful Certificate.

“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 the Head Office of the Takaful Operator 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

2. THE GROUP OF CERTIFICATE

- 2.1 Prior to the Certificate Commencement Date, the Participant shall furnish to the Takaful Operator all information and proof which the Takaful Operator 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 the Takaful Operator.
- 2.2 The Member and the Participant shall furnish the Takaful Operator with all statements and information as may be required by the Takaful Operator. All such statements and information, applications by the Participant and/or the Person Covered, individual proposal form, medical reports, supplementary questionnaires together with all statements contained in such documents, and all other statements or information already furnished and to be furnished to the Participant by the Person Covered from time to time giving any variations to their particulars, statement, or information (to the extent that such variations have any bearing on the Takaful Coverage) shall be the basis of this Certificate. The Takaful Operator shall not be liable for any error or omission on its part arising solely from any error or omission from any statement, information or evidence so furnished.
- 2.3 All contributions due and payable under this Certificate shall be paid in Malaysian Ringgit by the Participant and/or the Person Covered directly to the Takaful Operator.
- 2.4 The Participant and/or the Person Covered shall pay the contribution to the Takaful Operator by way of bank deduction, salary deduction or such other mode of payment as determined by the Takaful Operator at its sole and absolute discretion. If the Covered Member is no longer a Member, all contribution due and payable for the Takaful Coverage of that Covered Member and the Takaful Coverage of his/her Covered Spouse and/or Covered Child (if any), if applicable under this Certificate, must be paid to the Takaful Operator by way of bank deduction or such other mode of payment as determined by the Takaful Operator at its sole and absolute discretion. The Takaful Operator reserves the right to terminate the Takaful Coverage of the Person Covered if the mode of payment as stated in this Clause 2.4 or as determined by the Takaful Operator from time to time, is not adhered to by the Person Covered.
- 2.5 If the Participant and/or the Person Covered opts to pay the contributions by cheque, the cheque must be made payable in the name of the Takaful Operator and the certificate number must be explicitly stated on the reverse side of the cheque.
- 2.6 The Takaful Coverage effected under this Certificate shall be expressed in Malaysian Ringgit. Any benefits payable under this Certificate shall be paid to the Participant and/or the Person

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Covered, subject to the terms and conditions of this Certificate. A discharge and/or receipt given to the Takaful Operator by:

- 2.6.1 the Participant and/or the Person Covered; or
- 2.6.2 any person duly authorized in writing by the Participant and/or the Person Covered to act on their behalf; or
- 2.6.3 any person which the Takaful Operator deems, pursuant to the provisions of the Islamic Financial Services Act 2013, to be entitled to any payment due under this Certificate;

shall be a good, valid and sufficient discharge to the Takaful Operator in respect of any payment made by the Takaful Operator under this Certificate. A list of the Participant's authorized signatories shall, if necessary, be furnished to the Takaful Operator and be updated when required.

- 2.7 No agent or broker is authorized 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 the Takaful Operator's rights or requirements, or to bind the Takaful Operator 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 the Board of Directors of the Takaful Operator for the purpose.
- 2.8 The Participant shall deliver the original Certificate to the Takaful Operator upon its request to do so, whether the same is necessary for, inter alia, making any endorsements, stamping, reference purpose or otherwise.

3. ELIGIBILITY

- 3.1 The following individuals are eligible to be covered under the Takaful Coverage:
 - 3.1.1 Member aged between nineteen (19) years next birthday and sixty (60) years next birthday;
 - 3.1.2 Eligible Spouse, if any, aged between nineteen (19) years next birthday and sixty (60) years next birthday;
 - 3.1.3 Eligible Child, if any, aged between thirty (30) days old and twenty three (23) years next birthday provided that the child is a full-time student and/or unemployed.
- 3.2 Item 3.1.2 and 3.1.3 above shall not be applicable if the Takaful Coverage is offered to the Covered Member only.
- 3.3 Any variation or waiver of the foregoing shall be at the Takaful Operator's sole and absolute discretion.

4. DATA REQUIRED

- 4.1 No Takaful Coverage or increase in the Sum Covered or benefits in respect of any Person Covered shall take effect under this Certificate, unless notification has been duly made and the Takaful Operator has intimated acceptance of the risk in writing.
- 4.2 Satisfactory evidence of health may be required by the Takaful Operator before acceptance of Takaful Coverage or any increase in the Sum Covered or benefits. Any variation or waiver of the foregoing shall be at the Takaful Operator's sole and absolute discretion.
- 4.3 The Participant shall keep and maintain records pertaining to every Person Covered and such records shall include all information and details which the Takaful Operator may from time to time require.
- 4.4 The Participant and/or Person Covered shall furnish the Takaful Operator with the above information within thirty (30) days from:
 - 4.4.1 the Certificate Commencement Date; or
 - 4.4.2 on any Certificate Anniversary date thereof; or
 - 4.4.3 the date of eligibility for a new Member.

- 4.5 Clerical error in keeping the records shall not invalidate coverage, but an equitable adjustment shall be made accordingly upon notification of such error.
- 4.6 Documentary evidence of age of the Person Covered and such other evidence satisfactory to the Takaful Operator 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.
- 4.7 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 Group Certificate and the contribution paid in respects of the Person Covered shall be refunded.
- 4.8 The Participant shall furnish the Takaful Operator with all information and proof which the Takaful Operator 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 the Takaful Operator at all reasonable times.

5. TAKAFUL BENEFIT LEVEL

- 5.1 Every Person Covered shall be entitled to select the Sum Covered for which he is to be covered under the Takaful Certificate, subject to production of evidence of eligibility for coverage in the form and manner prescribed by and satisfactory to the Takaful Operator at its sole and absolute discretion, and subject to the terms and conditions of this Certificate.
- 5.2 If the evidence of eligibility for coverage submitted in respect of the Person Covered is not satisfactory or if the Person Covered involves in special risk or medically or other hazardous nature, the Takaful Operator shall modify the terms of acceptance of the Takaful Coverage or allot to the Person Covered a lower sum covered than requested by him. The Person Covered's consent to the Takaful Operator's modification of the terms of acceptance or allotment of such lower sum covered to him is a condition for coverage under the Takaful.
- 5.3 If such satisfactory evidence of eligibility for coverage is not furnished or if the Person Covered is deemed by the Takaful Operator, at its sole and absolute discretion, not to be covered, his Takaful Coverage shall not be effected under this Certificate.

6. MAXIMUM BENEFITS OF COVERED SPOUSE AND COVERED CHILD

The Covered Spouse and/or Covered Child shall not be eligible for Takaful Coverage with higher Sum Covered than that of the Covered Member. This Clause shall not be applicable if the Takaful Coverage is provided to the Covered Member only.

7. 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:-

- 7.1 The acceptance by the Takaful Operator in writing of his proposal for Takaful Coverage; and
- 7.2 The Takaful Operator has received the first contribution for his Takaful Coverage under this Certificate.

8. 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 and the Takaful Certificate.

9. DISCONTINUANCE OF TAKAFUL COVERAGE

Takaful Coverage in respect of Person Covered shall be terminated on the Termination Date as defined in the Glossary.

10. WITHDRAWAL / SURRENDER OF THE PERSON COVERED'S TAKAFUL COVERAGE

Upon withdrawal/surrender of the Covered Member's Takaful Coverage under this Certificate, the Takaful Coverage for the Covered Spouse and the Covered Child, if applicable under this Certificate shall be terminated automatically.

CONTRIBUTION AND CHARGES (Clauses 11 - 14)

11. BASIC CONTRIBUTION

- 11.1 Contribution as shown in the attached Schedules of Benefits is due and payable beginning from the Effective Date and payable thereafter according to the agreed payment frequency up to the due date immediately prior to the Termination Date. The total contributions due under this Certificate shall be the aggregate sum of all the applicable contribution due inclusive of all arrears (if any) for all the Person Covered.
- 11.2 Any amount of the contribution received by the Takaful Operator that does not correspond to the actual sum covered applied for by the Person Covered and approved by the Takaful Operator, 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 the Takaful Operator shall not be construed an acceptance of application of Takaful Coverage by the Takaful Operator.
- 11.3 If for any reason contribution is paid for a lapsed or terminated Takaful Coverage, the receipt by the Takaful Operator of the same shall not constitute an acceptance of the contribution by the Takaful Operator nor a continuation of the Takaful Coverage but the contribution so paid shall be refunded, and the Takaful Operator shall be under no liability in respect of such Takaful Coverage. However, any failure to refund or any delay in refunding such contribution by the Takaful Operator shall not operate as a waiver, and the same shall not constitute an acceptance of the contribution by the Takaful Operator nor a continuation of the Takaful Coverage.
- 11.4 The Takaful Operator reserves the right, at its sole and absolute discretion, to vary the contribution amount by giving at least three (3) months' advance written notice to the Participant and/or Person Covered in accordance with 'Notices and Correspondence' Clause of this Privileges and Conditions. Any revision of the contribution amount shall take effect immediately upon renewal of this Certificate.

12. TABARRU'

- 12.1 The Takaful Operator will deduct Tabarru' beginning from the Effective Date, up to and including the due date immediately prior to the Expiry Date. The Tabarru' will be deducted from the contribution's payable.
- 12.2 The Tabarru' in respect of the Sum Covered will be calculated at the Takaful Operator's rates based on the claims experience and the age profile, gender and occupation class (if applicable) of the Person Covered as at Certificate Anniversary.

13. ALLOWANCES TO VARY THE CHARGES

- 13.1 The Tabarru' is subject to revision. The Takaful Operator may vary this charge by giving at least three (3) months' advance written notice to the Participant and/or Person Covered in accordance with 'Notices and Correspondence' Clause of this Privileges and Conditions.

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- 13.2 Any upward revision of the charges shall take effect on the Certificate Anniversary immediately following the expiry of the three (3) months' advance written notice. However, for any downward revision of the charges, the Takaful Operator reserves the right to implement it immediately.

14. RENEWAL PRIVILEGE

- 14.1 Subject to the consent of the Takaful Operator, this Certificate may be renewed for a further term of one (1) Period of Coverage provided that at the time of renewal, this Certificate has not been terminated in accordance with the provisions under Clauses 29 below.
- 14.2 No Takaful Coverage shall be provided to the Person Covered when no renewal takes place after the end of the Period of Coverage.

LAPSE AND REINSTATEMENT (Clauses 15 - 16)

15. GRACE PERIOD

- 15.1 The Person Covered is allowed up to ninety (90) days ("the Grace Period") from each of the contribution due dates to pay the subsequent contribution under his Takaful Certificate.
- 15.2 After the expiry of the Grace Period, this Takaful Certificate will lapse and has no further value if the amount left in PIA is less than or equal to zero.
- 15.3 If any claim occurs during the Grace Period, this Certificate will be as valid and effective as though the contribution had been paid. However, any amount of indebtedness under this Certificate will be deducted from the benefits payable.

16. REINSTATEMENT OF TAKAFUL COVERAGE

If the Certificate is terminated due to no contribution is received within the stipulated period and remains unpaid beyond the Grace Period provided in this Certificate, the Certificate and/or the coverage in respect of the Person Covered may be reinstated in writing within six (6) months from the date of termination, subject to the following terms and conditions:-

- 16.1 the Takaful Operator is furnished with evidence of eligibility for coverage satisfactory to the Takaful Operator and if any medical report or test is required by the Takaful Operator, the Person Covered shall bear the costs of the medical reports and tests; and
- 16.2 the Person Covered must inform the Takaful Operator of any change in health of the Person Covered or any circumstance that may affect the health of the Person Covered up to the date of reinstatement, if any; and
- 16.3 the Takaful Operator is in receipt of all unpaid contribution up to the date of reinstatement, if any; and
- 16.4 any other conditions that the Takaful Operator may impose at the material time.

No terminated Takaful Certificate shall be considered as reinstated unless the Takaful Operator has approved the reinstatement in writing, if any, at its sole and absolute discretion.

CERTIFICATE OPTIONS (Clauses 17 - 19)

17. INCREASE/ REDUCTION OF SUM COVERED

The Person Covered may request the Takaful Operator to increase or reduce the Sum Covered subject to the following conditions and other conditions that the Takaful Operator may impose, if any:

- 17.1 Any request for change in Sum Covered will take effect from next Tabarru' due date; and

17.2 the Sum Covered must be within the Sum Covered limits as determined by the Takaful Operator.

18. PARTIAL WITHDRAWAL

The Person Covered whose Takaful Coverage has been in force and who intends to remain as the Person Covered under this Certificate may request to withdraw monies from PIA, subject to the minimum amount for withdrawal must equal to RM100.

19. SURRENDER

- 19.1 The Participant may surrender the Takaful Coverage in respect of any Person Covered pursuant to this Certificate before the termination of Takaful Coverage by giving instructions in writing and returning the original of such Takaful Certificate to the Takaful Operator.
- 19.2 Upon the surrender of any Takaful Coverage pursuant to this Certificate, the Takaful Operator will refund a surrender value equivalent to the amount left in PIA (if any), subject to other conditions that the Takaful Operator may impose.
- 19.3 The Takaful Coverage in respect of the Person Covered pursuant to this Certificate shall be terminated upon payment of the surrender value and all benefits and rights under it shall cease.

INVESTMENT PROFIT AND SURPLUS DISTRIBUTION (Clauses 20 - 21)

20. INVESTMENT PROFIT/LOSS

- 20.1 Investment Profit or Investment Loss, if any, which is derived from the PIA and Tabarru' Fund shall be calculated and distributed annually, after each financial year.
- 20.2 Any Investment Profit which is derived from PIA will be shared between You and the Takaful Operator in the proportion of 80% and 20% respectively. Your allocated amount will be credited into the PIA.
- 20.3 Any Investment Profit which is derived from Tabarru' Fund will be credited into PIA.
- 20.4 Any Investment Loss in PIA will be borne by You, which will be debited from PIA.
- 20.5 Any Investment Loss in Tabarru' Fund will be carried forward and accounted for before arriving at Underwriting Surplus or deficit in the following year.

21. UNDERWRITING SURPLUS

- 21.1 The Underwriting Surplus is calculated and distributed annually, after each financial year.
- 21.2 You are entitled to receive the Underwriting Surplus (if any) from the Tabarru' Fund which will be credited into PIA. The Underwriting Surplus distributable (if any) will be determined after a suitable proportion of it is held back for contingency purpose before it is shared between You and Takaful Operator in the proportion of 50% and 50% respectively.
- 21.3 However, the amount of Underwriting Surplus held back for contingency purpose, if unutilized, will be included in the calculation of the Underwriting Surplus in the following financial year.
- 21.4 The Underwriting Surplus (if any) will not be distributable, if in the event of the Actuary's professional judgement, the surplus should remain in the Tabarru' Fund as a buffer to maintain the ability of the Tabarru' Fund to meet future liabilities or to meet the Person Covered's reasonable expectations not specifically provided for in the actuarial valuation.
- 21.5 In the event of any deficit from the Tabarru' Fund, there will be no Underwriting Surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by

the amount allocated for contingency purposes. If the Tabarru' Fund is still in deficit, the Qard Hasan will be arranged. The Qard Hasan will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off Qard Hasan (if any) to the Takaful Operator before it is being distributed.

BENEFITS PROVISION (Clauses 22 - 24)

22. BENEFITS

22.1 DEATH BENEFIT

- 22.1.1 While this Certificate is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Takaful Operator that the Person Covered dies while covered under this Certificate, the Takaful Operator shall pay the Sum Covered of Death Benefit as at the date of death from the Tabarru' Fund in one lump sum and amount left in the PIA, if any.
- 22.1.2 However, if the Covered Child dies before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the Sum Covered payable shall be revised in accordance with the table below:

<u>Age Next Birthday of the Covered Child on Certificate Anniversary preceding Death</u>	<u>Revised Amount of the Sum Covered</u>
1	20% of the Sum Covered
2	40% of the Sum Covered
3	60% of the Sum Covered
4	80% of the Sum Covered

In addition, if death of the Covered Child occurs prior to the first Certificate Anniversary, the age next birthday of the Covered Child on the Commencement Date shall be used to determine the Revised Amount of the Sum Covered payable by the Takaful Operator. This Clause 22.1.2 shall not be applicable if the Takaful Coverage is provided to the Covered Member Only.

Provided that, the payment of any benefit pursuant to this Clause 22.1.1 shall be subject to the following:

- 22.1.2.1 Notification of death must be accompanied by documentary evidence of death.
- 22.1.2.2 The amount of any indebtedness under the Takaful Certificate as well as any withdrawal made between the date of death and date of notification of death will be deducted from the claim proceeds payable.
- 22.1.2.3 The Takaful Certificate will be terminated upon death and all benefits and rights under it shall cease.

22.2 TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

- 22.2.1 While this Certificate is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Takaful Operator that the Person Covered suffers TPD prior to the

- Certificate Anniversary on which he attains the age of sixty five (65) years next birthday while covered under this Certificate, the Takaful Operator shall pay the Sum Covered of TPD Benefit upon notification of the disability from Tabarru' Fund in one lump sum and amount left in the PIA, if any.
- 22.2.2 However, if the Covered Child suffers TPD before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the Sum Covered payable shall be in accordance with the table below:

<u>Age Next Birthday of the Covered Child on Certificate Anniversary preceding TPD</u>	<u>Revised Amount of the Sum Covered</u>
1	20% of the Sum Covered
2	40% of the Sum Covered
3	60% of the Sum Covered
4	80% of the Sum Covered

Provided that the aggregate amount of the Sum Covered payable by the Takaful Operator for the TPD Benefit must not exceed RM500,000 under this Certificate and all group certificates including endorsement and annexure, if any, (but excluding any individual and credit-related certificates) issued by the Takaful Operator which provide for the TPD Benefit on the same Covered Child.

In addition, if the Covered Child suffers TPD prior to the first Certificate Anniversary, the age next birthday of the Covered Child on the Commencement Date shall be used to determine the Revised Amount of Sum Covered payable by the Takaful Operator. This Clause 22.2.2 shall not be applicable if the Takaful Coverage is provided to the Covered Member Only.

Provided that the payment of any benefit pursuant to this Clause 22.2.1 shall be subject to the following:

- 22.2.2.1 TPD in respect of any Person Covered must be certified by a Medical Practitioner appointed by the Takaful Operator, to have continued for at least six (6) consecutive months from the date of disability. Satisfactory documentary proof must also be provided to the Takaful Operator evidencing such continuing disability at the time of the first annual advance payment and on each subsequent annual advance payment.
- 22.2.2.2 If the Person Covered ceases to be TPD, the Takaful Operator shall discontinue further annual advance payments and all the Takaful Coverage on the same Person Covered shall be automatically cancelled.
- 22.2.2.3 Subject to Clause 22.2.2.4 below, the payment of the Sum Covered, shall be made in the following manner:
- 22.2.2.3.1 one lump sum payment up to a maximum of RM1,000,000; and
- 22.2.2.3.2 two equal annual payments for any Sum Covered, exceeding RM1,000,000 but not exceeding RM 2,000,000, the first of which will be made one year after the date of the lump sum payment stated in Clause 22.2.2.3.1 above.

- 22.2.2.4 The payment to be made under Clause 22.2.2.3 above are subject to the following conditions where the total amount of Sum Covered payable shall be limited to an amount not exceeding:
- 22.2.2.4.1 RM1,000,000 in aggregate under this Certificate and all group certificates including endorsement and annexure, if any, (but excluding any individual and credit-related certificates) issued by the Takaful Operator which provide for the TPD Benefit on the same Person Covered, during the first year where the TPD claim is admitted by the Takaful Operator, and
- 22.2.2.4.2 RM2,000,000 in aggregate under this Certificate and all group certificates including endorsement and annexure, if any, (but excluding any individual and credit-related certificates) issued by the Takaful Operator which provide for the TPD Benefit on the same Person Covered after the TPD claim is admitted by the Takaful Operator.
- 22.2.2.5 On the death of the Person Covered occurring before the final annual payments as stipulated in Clause 22.2.2.3 above, the Takaful Operator will pay the balance of the annual payments (if any) still remaining unpaid in one lump sum.
- 22.2.2.6 Upon payment of each annual payment of the Sum Covered, as provided in Clause 22.2.2.3 above, the Sum Covered will be reduced by the same amount of benefit paid.
- 22.2.2.7 When the Person Covered suffers TPD, his Takaful Coverage for TPD shall be automatically terminated.

22.3 CRITICAL ILLNESS

While this Certificate is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Takaful Operator that the Person Covered is diagnosed with a Covered Event after the Waiting Period while covered under this Certificate, the Takaful Operator shall pay the following benefits:

- 22.3.1 10% of the Sum Covered ("Limited Advance Sum Covered"), for Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease, subject to a maximum of RM25,000 on the same Person Covered. Upon the payment of this benefit, such amount will be deducted from the Sum Covered of this Certificate, thereby reducing the sum covered which may be payable herein ("Reduced Sum Covered").
- 22.3.2 100% of the Sum Covered or Reduced Sum Covered for other Covered Events (other than Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease), whichever is applicable.
- 22.3.3 In the event the Person Covered is diagnosed with a Covered Event before the Certificate Anniversary on which he attains the age of five (5) years next birthday, the amount of the Sum Covered as stated in Clause 22.3.1 or Clause 22.3.2, as the case maybe, shall be revised in accordance with the table below:

Age Next Birthday of the
Covered Child on
Certificate Anniversary
preceding occurrence of
Covered Event

1

Revised Amount of the
Sum Covered

20% of the Sum Covered

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2	40% of the Sum Covered
3	60% of the Sum Covered
4	80% of the Sum Covered

In addition, if Covered Event of the Covered Child is diagnosed prior to the first Certificate Anniversary, the age next birthday of the Covered Child on the Commencement Date shall be used to determine the Revised Amount of the Sum Covered payable by the Takaful Operator. Child lien shall not be applicable if the Takaful Coverage is provided to the Covered Member Only.

For the avoidance of doubt, in the event that the Sum Covered is payable under Clause 22.3.1 above is further revised by Clause 22.3.3 above, the total benefit payable subsequently under this Certificate will be reduced by the quantum of the Sum Covered that is calculated based on Clause 22.3.1 above, without any revision.

Provided that, the payment of any benefit pursuant to this Clause 22.3 shall be subject to the following:

- 22.3.3.1 The Covered Event must be diagnosed or have occurred, as may be applicable, before the Person Covered attains age seventy (70) years next birthday.
- 22.3.3.2 No benefits are payable for any Covered Event for which:
 - 22.3.3.2.1 any condition existed or was diagnosed:
 - 22.3.3.2.1.1 during the Waiting Period; or
 - 22.3.3.2.1.1 after the expiry of the Waiting Period but which is related to a condition which existed or diagnosed during the Waiting Period; or
 - 22.3.3.2.2 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.
- 22.3.3.3 A claim for a Covered Event described in Clause 22.3.3.2.1 and/or 22.3.3.2.2 above shall not be admissible merely because notification of the said claim was given to the Takaful Operator after the expiry of the Waiting Period.
- 22.3.3.4 Other than a claim for Angioplasty and Other Invasive Treatment for Major Coronary Artery Disease as set out in Clause 22.3.1 and Clause 22.3.2 above, if any, the Sum Covered shall only be payable once to the Person Covered regardless of the fact that multiple Covered Event may have occurred.
- 22.3.3.5 The aggregate amount of sum covered payable by the Takaful Operator for Covered Event benefits must not exceed RM2,000,000 under this Certificate and all group certificates including endorsement and annexure, if any, (but excluding any individual and credit-related certificates) issued by the Takaful Operator by any name or description which provide Covered Event benefit or similar benefits on the same Person Covered.
- 22.3.3.6 No critical illness benefit is payable for any claim arising from any disclosed or undisclosed pre-existing critical illness or any critical illness diagnosed in the first 60 days from the effective date or on the date of any reinstatement date, whichever is later. This clause shall be applicable for simplified underwriting limit cases only.

DEFINITIONS OF COVERED EVENT

- (1) "Alzheimer's Disease / Severe Dementia" : Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The Covered Event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The diagnosis must be clinically confirmed by a neurologist.
- From the above definition, the following are not covered:
- (i) non organic brain disorders such as neurosis;
 - (ii) psychiatric illnesses; and
 - (iii) drug or alcohol related brain damage.
- (2) "Angioplasty and Other Invasive Treatments for Coronary Artery Disease" : The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, arterectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.
- Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of RM25,000. This Covered Event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Amount of Benefit which may be payable.
- (3) "Bacterial Meningitis – resulting in permanent inability to perform Activities of Daily Living" : Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.
- The diagnosis must be confirmed by:
- (i) an appropriate specialist; and
 - (ii) the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.
- For the above definition, other forms of meningitis, including viral meningitis are not covered.
- (4) "Benign Brain Tumour – of specified severity" : A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:
- (i) it is life threatening;
 - (ii) it has caused damage to the brain;
 - (iii) it has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
 - (iv) its presence must be confirmed by a neurologist or

neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques

The following are not covered:

- (i) cysts;
- (ii) granulomas;
- (iii) malformations in or of the arteries or veins of the brain;
- (iv) hematomas;
- (v) tumours in the pituitary gland;
- (vi) tumours in the spine; and
- (vii) tumours of the acoustic nerve.

- (5) "Blindness – Permanent and Irreversible" : Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

- (6) "Brain Surgery" : The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

For the above definition, the following are not covered:

- (i) burr hole procedures;
- (ii) transphenoidal procedures;
- (iii) endoscopic assisted procedures or any other minimally invasive procedures; and
- (iv) brain surgery as a result of an accident.

- (7) "Cancer – of specified severity and does not cover very early cancers" : Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) all cancers which are histological classified as any of the following:
 - (a) pre-malignant;
 - (b) non-invasive;
 - (c) carcinoma in situ;
 - (d) having borderline malignancy;
 - (e) having malignant potential;
- (ii) all tumours of the prostate histologically classified as T1N0M0 (TNM classification);
- (iii) all tumours of the thyroid histologically classified as T1N0M0 (TNM classification);
- (iv) all tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);
- (v) chronic Lymphocytic Leukemia less than RAI Stage 3;
- (vi) all cancers in the presence of HIV; and
- (vii) any skin cancer other than malignant melanoma;

- (8) "Cardiomyopathy – of specified severity" : A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.
- The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:
- Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- (9) "Chronic Aplastic Anemia – resulting in permanent Bone Marrow Failure" : Irreversible permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:
- (i) regular blood product transfusion;
 - (ii) marrow stimulating agents;
 - (iii) immunosuppressive agents; or
 - (iv) bone marrow transplantation.
- The diagnosis must be confirmed by a bone marrow biopsy.
- (10) "Coma – resulting in permanent neurological deficit with persisting clinical symptoms" : A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.
- The following is not covered:
- Coma resulting directly from alcohol or drug abuse.
- (11) "Coronary Artery Bypass Surgery" : Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery bypass grafting.
- For the above definition, the following are not covered:
- (i) angioplasty;
 - (ii) other intra-arterial or catheter based techniques;
 - (iii) keyhole procedures; and
 - (iv) laser procedures.
- (12) "Deafness – Permanent and Irreversible" : Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than 80 decibels across all frequencies of hearing in 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.

- (13) "Encephalitis – resulting in permanent inability to perform Activities of Daily Living" : Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The Covered Event must be certified by a neurologist.

Encephalitis in the presence of HIV infection is not covered.

- (14) "End-Stage Liver Failure" : End-stage liver failure as evidenced by all of the following:
(i) permanent jaundice;
(ii) ascites (excessive fluid in peritoneal cavity); and
(iii) hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

- (15) "End-Stage Lung Disease" : End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:
(i) the need for regular oxygen treatment on a permanent basis;
(ii) permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 liter during the first second;
(iii) shortness of breath at rest; and
(iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

- (16) "Full-Blown AIDS" : The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the Person Covered must have a CD4 cell count of less than two hundred (200)/ μ L and one or more of the following criteria are met:
(i) weight loss of more than 10% of body weight over a period of six (6) months or less (wasting syndrome);
(ii) Kaposi Sarcoma;
(iii) Pneumocystis Carinii Pneumonia;
(iv) progressive multifocal leukoencephalopathy;
(v) active Tuberculosis;
(vi) less than one-thousand (1000) Lymphocytes/ μ L; or
(vii) Malignant Lymphoma.

- (17) "Fulminant Viral Hepatitis" : A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:
(i) a rapidly decreasing liver size as confirmed by abdominal ultrasound;
(ii) necrosis involving entire lobules, leaving only a collapsed



- reticular framework;
- (iii) rapidly deteriorating liver functions tests; and
- (iv) deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

- (18) "Heart Attack – of specified severity" : Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (i) a history of typical chest pain;
- (ii) new characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- (iii) elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:
 - a) Cardiac Troponin T or Cardiac Troponin I $> / = 0.5$ ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:

- occurrence of an acute coronary syndrome including but not limited to unstable angina; and
- a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

- (19) "Heart Valve Surgery" : The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:

- (i) repair via intra-arterial procedure; and
- (ii) repair via key-hole surgery or any other similar techniques.

- (20) "HIV Infection Due To Blood Transfusion" : Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- (i) the blood transfusion was medically necessary or given as part of a medical treatment;
- (ii) the blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate;
- (iii) the source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;

- (iv) the Person Covered does not suffer from haemophilia; and
- (v) the Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.

- (21) "Kidney Failure – requiring dialysis or kidney transplant" : End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.
- (22) "Loss of Independent Existence" : Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.
- (23) "Loss of Speech" : Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.

All psychiatric related causes are not covered.

- (24) "Major Head Trauma – resulting in permanent inability to perform Activities of Daily Living" : Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.
- (25) "Major Organ / Bone Marrow Transplant" : The receipt of a transplant of:
- human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
 - one of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.

Other stem cell transplants are not covered.

- (26) "Motor Neurone Disease – permanent neurological deficit with persisting clinical symptoms" : A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.
- (27) "Multiple Sclerosis" : A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:
- (i) investigations which confirm the diagnosis to be Multiple Sclerosis;
 - (ii) multiple neurological deficits resulting in impairment of motor

and sensory functions occurring over a continuous period of at least six (6) months; and
(iii) well documented history of exacerbations and remissions of said symptoms or neurological deficits.

- (28) "Muscular Dystrophy" : The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:
- (i) clinical presentation of progressive muscle weakness;
 - (ii) no central/ peripheral nerve involvement as evidenced by absence of sensory disturbance; and
 - (iii) characteristic electromyogram and muscle biopsy findings.

No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.

- (29) "Paralysis of Limbs" : Total, permanent and irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.

- (30) "Parkinson's Disease – resulting in permanent inability to perform Activities of Daily Living" : A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:
- (i) Cannot be controlled with medication;
 - (ii) Shows signs of progressive impairment; and
 - (iii) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.

- (31) "Primary Pulmonary Arterial Hypertension – of specified severity" : A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the NYHA classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

- Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

- (32) "Serious Coronary Artery Disease" : The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This Covered Event is payable regardless of whether or not any form of coronary artery surgery has been performed.
- (33) "Stroke – resulting in permanent neurological deficit with persisting clinical symptoms" : Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.
For the above definition, the following are not covered:
- (i) transient ischemic attacks;
 - (ii) cerebral symptoms due to migraine;
 - (iii) traumatic injury to brain tissue or blood vessels; and
 - (iv) vascular disease affecting the eye or optic nerve or vestibular functions.
- (34) "Surgery to Aorta" : The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:
- (i) angioplasty;
 - (ii) other intra-arterial or catheter based techniques;
 - (iii) other keyhole procedures; and
 - (iv) laser procedures.
- (35) "Systemic Lupus Erythematosus with Severe Kidney Complications" : A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.

For this definition, the Covered Event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only haematological or joint involvement are not covered.

WHO Lupus Classification:
Type III: Focal Segmental glomerulonephritis
Type IV: Diffuse glomerulonephritis

Type V: Membranous glomerulonephritis

- (36) "Third Degree Burns : Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.
– of specified severity"

22.4 PERSONAL ACCIDENT BENEFIT

While this Certificate is in force and subject always to its terms and conditions, upon receipt and approval of proof of age and/or other evidence satisfactory to the Takaful Operator that the Person Covered suffers any Loss resulting from an Injury while covered under this Certificate, the Takaful Operator shall pay benefits which shall not exceed the amount arrived at by multiplying the applicable percentages shown in the attached Schedule of Compensation with the Sum Covered for this coverage. However, in the event of occurrence of any event stated in Section A or Section B of the attached Schedule of Compensation before the Certificate Anniversary on which the Covered Child attains the age of five (5) years next birthday, the amount of the Sum Covered payable shall be revised in accordance with the table below:

<u>Age Next Birthday of the Person Covered on Certificate Anniversary preceding occurrence of Claim Event</u>	<u>Revised Amount of the Sum Covered</u>
1	20% of the Sum Covered
2	40% of the Sum Covered
3	60% of the Sum Covered
4	80% of the Sum Covered

However, if such an event occurs prior to the first Certificate Anniversary, the age next birthday of the Covered Child on the Commencement Date shall be used to determine the Revised Amount of the Sum Covered. Child lien shall not be applicable if the Takaful Coverage is provided to the Covered Member Only.

Provided that:

- 22.4.1 Upon payment of any benefits payable under Sections A, B and C of the attached Schedule of Compensation, the Sum Covered shall be reduced accordingly.
- 22.4.2 The aggregate amount of benefits payable taken together under this Coverage shall not exceed a total of one hundred percent (100%) of the Sum Covered under Sections A, B and C of the attached Schedule of Compensation for any one Person Covered regardless of the number of Accident.
- 22.4.3 The Person Covered can claim for the compensation under one of the three sections (Section A, Section B or Section C) in the attached Schedule of Compensation in respect of any one Accident. In addition, only one loss in Section A, B or C of the attached Schedule of Compensation is claimable in any one Accident.
- 22.4.4 When the aggregate amount of claims payable has reached one hundred percent (100%) of the Sum Covered, this Coverage shall be automatically terminated.

22.5 HOSPITALISATION BENEFIT

While this Certificate is in force and subject to its terms and conditions, upon receipt and approval of due proof such as original bills, receipts and/or other evidence satisfactory to the Takaful Operator that the Person Covered is confined to a Hospital due to Illness or Injury, the Takaful Operator will pay a daily cash benefit ("Hospitalisation Benefits") for the duration of his Hospitalisation for:

- 22.5.1 Illness which existed or diagnosed after the Waiting Period; or
- 22.5.2 Injury which occurred on or after the Effective Date.

However, if the Person Covered is confined to a Hospital due to any cause (except for Injury) before he attains the age of three (3) years next birthday, the amount of daily Hospitalisation Benefits payable will be revised based on the table below:

Age Next Birthday	Basic Sum Covered after Lien
1	50% of the daily hospitalisation benefit
2	75% of the daily hospitalisation benefit
3 & above	100% of the daily hospitalisation benefit

The aggregate duration of all Hospitalisation of a Person Covered shall be limited to a maximum of overall limit of five hundred (500) days under this Certificate.

22.6 COMPASSIONATE BENEFIT

While this Certificate is in force and subject to its terms and conditions, upon death of the Person Covered, the Takaful Operator shall pay the Compassionate Benefit of RM2,000 in one lump sum.

Provided that:

The required documentary evidence of death and/ or other evidence satisfactory to the Takaful Operator are submitted to the Takaful Operator accordingly.

23. EXCLUSIONS

- 23.1 The Death Benefit under this Certificate shall not be payable in respect of such Person Covered in respect of any death which is directly or indirectly caused by or in connection with:
 - 23.1.1 suicide within one (1) year after the Effective Date WHETHER attempted/inflicted while sane or insane.
- 23.2 The TPD Benefit under this Certificate shall not be payable in respect of such Person Covered in respect of any TPD which is directly or indirectly caused by or in connection with:
 - 23.2.1 TPD and/or Critical Illness that has existed prior to or on the Effective Date or on the date of any reinstatement date, whichever is later; or
 - 23.2.2 is caused directly or indirectly by self-inflicted injuries (except in an attempt to save human life), while sane or insane; or
 - 23.2.3 is caused by bodily injury sustained as a result of parachuting or skydiving, or engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial operating on a regular scheduled route; or

- 23.2.4 is resulted from the Person Covered committing, attempting or provoking an assault or a felony or from any violation of law by Person Covered; or
- 23.2.5 is resulted from war, whether declared or undeclared.

23.3 The Critical Illness Benefit under this Certificate shall not be payable in respect of such Person Covered in respect of any Critical Illness which is directly or indirectly caused by or in connection which:

- 23.3.1 has existed prior to or on the Effective Date or on the date of any reinstatement of his Takaful Certificate, whichever is the later; or
- 23.3.2 is caused directly or indirectly by self-inflicted injuries while sane or insane (except in an attempt to save human life); or
- 23.3.3 is resulted from the Person Covered committing, attempting or provoking an assault or a felony or from any violation of the law by the Person Covered; or
- 23.3.4 is resulted from war, whether declared or undeclared.

In addition, the Takaful shall also not be liable for any Covered Event stated under List A in Table 1 below if the Person Covered has previously been diagnosed with or has undergone surgery for a corresponding Covered Event specified under List B.

Table 1

LIST A		LIST B
	Any of the following illnesses: (i) Cancer; (ii) Heart Attack; (iii) Stroke; (iv) End Stage Kidney Failure; (v) Fulminant Viral Hepatitis; (vi) Coronary Artery By-Pass Surgery; (vii) Major Organ / Bone Marrow Transplant; (viii) Angioplasty And Other Invasive Treatments for Major Coronary Artery Disease; or (ix) Severe Cardiomyopathy.	Any one of the Covered Event or a related illness which may lead to the Covered Event set out in item (1) of List A, which shall be determined on a case by case basis.
	Coronary Artery By-Pass Surgery	Heart Attack
	Heart Attack	Coronary Artery By-Pass Surgery
	Coronary Artery By-Pass Surgery or Heart Attack	Heart Transplant or Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease or Severe Cardiomyopathy
	Heart Transplant or Angioplasty and Other Invasive Treatments for Major	Coronary Artery By-Pass Surgery or Heart Attack

	Coronary Artery Disease or Severe Cardiomyopathy	
	Fulminant Viral Hepatitis	Liver Transplant
	End Stage Liver Failure	Liver Transplant

- 23.4 The Personal Accident Benefit under this Certificate shall not be payable in respect of such Person Covered in respect of any Injury resulting in Loss suffered which is directly or indirectly caused by or in connection with:
- 23.4.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane; or
 - 23.4.2 bodily infirmity, or mental or functional disorder, or illness or disease of any kind, or any infections, other than infections occurring simultaneously with and in consequence of an accidental cut or wound;
 - 23.4.3 any Accident caused by mosquito bites, worm infestations such as "Hookworms" and allergic reaction to insect bites
 - 23.4.4 war or any act of war, declared or undeclared, criminal activities, active duty in any armed forces, direct participation in strike, riots and civil commotion or insurrection;
 - 23.4.5 from the action of any armed forces, or from Accident or violence arising by reason of the existence of a state of armed conflict;
 - 23.4.6 engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
 - 23.4.7 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;
 - 23.4.8 while under the influence of alcohol or drugs unless taken as prescribed by a Medical Practitioner;
 - 23.4.9 Injury arising from racing of any kind (except for foot racing), hazardous sports or activities that involve speed, height, high level of physical exertion, highly 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;
 - 23.4.10 from childbirth, pregnancy and/or any complications thereof;
 - 23.4.11 Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material; or
 - 23.4.12 from the Person Covered engaging in commando or bomb disposal duties/training.
- 23.5 The Hospitalisation Benefit under this Certificate shall not be payable in respect of such Person Covered, which is directly or indirectly caused by or in connection with:
- 23.5.1 suicide, attempted suicide or self-inflicted injuries, while sane or insane;
 - 23.5.2 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;

- 23.5.3 from the Person Covered engaging in commando or bomb disposal duties/training;
- 23.5.4 engaging in aerial flights other than as a crew member or as a fare-paying passenger of a licensed commercial airline operating on a regular scheduled route;
- 23.5.5 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;
- 23.5.6 while under the influence of alcohol or drugs unless taken as prescribed by a Physician;
- 23.5.7 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;
- 23.5.8 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;
- 23.5.9 Pre-existing Illness;
- 23.5.10 psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations);
- 23.5.11 any treatment or test in connection with AIDS or the presence of any Human Immuno-deficiency Virus infection and all sexually transmitted diseases;
- 23.5.12 any Accident caused by mosquito bites, worm infestations such as "Hookworms" and allergic reaction to insect bites during the Waiting Period;
- 23.5.13 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
- 23.5.14 ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.

24. CONDITIONS OF PAYMENT OF CLAIMS

- 24.1 The due observance and fulfillment of the terms and conditions of this Certificate by the parties concerned shall be a condition precedent to any liability of the Takaful Operator to make any payment under this Certificate.
- 24.2 Any benefit payable under this Certificate shall be paid to the Participant, affected Person Covered, or to any person entitled through him, provided that:
 - 24.2.1 there has been no breach of any of the terms and conditions of this Certificate; and
 - 24.2.2 this Certificate and/or the Takaful Certificate have not been terminated for any reason.

All payments made by the Takaful Certificate in the manner stated in this Clause 24.2 shall provide the Takaful Operator with a good and valid discharge of the same.
- 24.3 Prior to payment of any claims payable under the Takaful Coverage, the amount of any indebtedness on the Takaful Coverage shall first be deducted from the benefits payable.

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- 24.4 The Participant and/or the Person Covered shall give immediate written notice to the Takaful Operator 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 the Takaful Operator.
- 24.5 Written notice shall be sent to the Head Office of the Takaful Operator or to any of its branch offices within ninety (90) days from the date on which a claim event occurs.
- 25.6 All certificates, information and evidence required by the Takaful Operator 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 the Takaful Operator may prescribe.
- 24.7 The TPD or Covered Event for which the claim is made must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the Takaful Operator; all such medical evidence must be furnished by the claimant at own expense, and in such form that the Takaful Operator may require.
- 24.8 If required by the Takaful Operator, the Person Covered must undergo medical examination(s) by a Medical Practitioner appointed by the Takaful Operator in connection with the TPD or Covered Event for which the claim is made.
- 24.9 Unless prohibited by law, the Takaful Operator may examine the body and conduct an autopsy before making any payment under this Certificate.

OTHER PROVISIONS (Clause 25 - 34)

25. SUICIDE

If the Person Covered, whether sane or insane, commits suicide within one (1) year from the Effective Date or from the date of any reinstatement, whichever is later, the Takaful Certificate in respect of that Person Covered shall be rendered void. Under such circumstance, the Takaful Operator's liability shall be limited to the refund of the following:

- 25.1 Amount left in PIA of this Certificate, if any; and
- 25.2 total amount deducted for Tabarru' after less expenses which may have been incurred for the medical examination of the Person Covered.

26. NON-CONTESTABILITY

- 26.1 The validity of any Takaful Coverage under this Certificate shall not be disputed by the Takaful Operator after the expiry of one (1) year from the date such Takaful Coverage was effected on the ground of any misrepresentation or non-disclosure unless the misrepresentation or non-disclosure was in respect of a material matter and was fraudulent; a material matter is a matter, which, if known to the Takaful Operator, would have led the Takaful Operator to refuse to issue the Takaful Coverage concerned or to impose terms less favorable than those actually imposed in this Certificate or the Takaful Certificate for the Takaful Coverage concerned.

27. REFUND OF SERVICE FEE

- 27.1 All Service Fee received by the Participant in respect of contribution refunded or to be refunded by the Takaful Operator for any reason, shall be refunded by the Participant to the Takaful Operator within fourteen (14) days of request from the Takaful Operator.
- 27.2 The Takaful Operator reserves the right to set-off such Service Fee or any part of such Service Fee against any amount payable by the Takaful Operator to the Participant, if such Service Fee is not received by the Takaful Operator within the above stated period.

This shall not affect the Takaful Operator's rights or remedies under this Certificate or Takaful Certificate or in law.

28. ALTERATION OF CERTIFICATE CONDITIONS

- 28.1 The terms and conditions of this Certificate may be amended or changed at any time by the Takaful Operator by giving three (3) months' advance written notice to the Participant and/or the Person Covered, as the case may be. The changes to the terms and conditions of this Certificate do not require any consent of the Person Covered
- 28.2 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.
- 28.3 Upon expiry of the said three (3) months' 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 provided that both parties consent to the amendment or changes to be made.

29. TERMINATION

- 29.1 The Takaful Operator shall be entitled, at its sole and absolute discretion, to terminate this Certificate at any time by giving one (1) month's prior written notice to the Participant, in any of the following events:-
 - 29.1.1 if there is any breach by the Participant, of any terms and conditions of this Certificate; or
 - 29.1.2 if any information or documents furnished by the Participant to the Takaful Operator under Clause 2.2 above is found to be inaccurate or untrue.
- 29.2 The Participant shall be entitled to terminate this Certificate during Certificate Anniversary date by giving three (3) months prior written notice to the Takaful Operator.
- 29.3 If the number of Person Covered under this Certificate is less than ten (10) person any time, the Takaful Operator shall be entitled to terminate this Certificate at its sole and absolute discretion by giving three (3) months' prior written notice to the Participant and/or the Person Covered, as the case may be.
- 29.4 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 any Person Covered, the Takaful Operator shall be entitled to terminate the Takaful Certificate in respect of the Person Covered by giving immediate written notice to the Participant and/or the Person Covered, as the case may be.
- 29.5 The Takaful Operator reserves the right, at its sole and absolute discretion, to treat this Certificate as closed for future applications at any time by giving three (3) months' prior written notice to the Participant. No application received by the Takaful Operator upon expiry of the said three (3) month notice period will be processed or accepted by the Takaful Operator.
- 29.6 Upon termination of this Certificate, the Takaful Certificate shall automatically be terminated and shall have no further effect on the parties.
- 29.7 The Takaful Certificate shall be terminated immediately upon occurrence of any of the following events;
 - 29.7.1 if amount left in PIA is less than or equal to zero; or
 - 29.7.2 upon death of the Person Covered; or
 - 29.7.3 when the Person Covered suffers TPD; or
 - 29.7.4 when the Person Covered is diagnosed of having any one of the Covered Event (other than a claim for Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease); or



- 29.7.5 when the Person Covered opts to withdraw/surrender from this Certificate; or
- 29.7.6 when this Certificate or the Takaful Certificate is terminated in accordance with the terms and conditions of this Certificate.
- 29.8 Upon termination of this Certificate and/or Takaful Certificate for any reason whatsoever, the amount left in PIA (if any) shall be payable and the Takaful Operator will have no further legal responsibility under this Certificate.
- 29.9 Upon termination of this Certificate and/or Takaful Certificate subject to condition 29.7.5 as stated in Clause 29.7 above, no reinstatement is allowed for that Person Covered.

30. ACCEPTANCE OF INSTRUCTIONS

The Takaful Operator will only accept instructions, requests or notices when such forms, documents, information and consent as required by the Takaful Operator, are received.

31. RESIDENCE, OCCUPATION AND TRAVEL

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

32. NOTICES AND CORRESPONDENCE

- 32.1 Any notice, request, instruction or correspondence issued by the Takaful Operator under the name of the Participant or under the name of the Person Covered's, shall be made in writing and sent to the Participant or Person Covered, as the case may be, at the address specified in the proposal for coverage or to such other address as may be notified in writing by the Participant or Person Covered, respectively, and the same shall be deemed a good, valid and sufficient notice.
- 32.2 Any notice, request, instruction or correspondence given by the Takaful Operator may be sent by ordinary post or pre-paid registered post or couriered or delivered personally to the Participant or Person Covered and shall be conclusively deemed to have been received:
 - 32.2.1 in the case of personal delivery, on the day of delivery; and
 - 32.2.2 in the case of ordinary post, or in the case of pre-paid registered post, seven (7) days after the date of posting, if posted locally, and fourteen (14) days, if posted overseas.
- 32.3 With the conditions as stated in Clauses 32.1 and 32.2 above, in the case that any notice, request, instruction or correspondence is returned undelivered to the Participant or the Person Covered after the Takaful Operator has made three or more consecutive attempts at delivery, the Takaful Operator may, at its sole and absolute discretion, at the Participant's and/or the Person Covered's own risk, withhold all subsequent notice, request, instruction or correspondence until the Takaful Operator has been notified by Participant or Person Covered of the new address.

33. GOVERNING LAW

- 33.1 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.
- 33.2 The Takaful Operator shall have the right at any time, by giving advance written notice to the Participant/Person Covered, as the case may be, in accordance with the 'Notices and Correspondence' Clause of this Certificate, to amend the terms and conditions of this Certificate (except for Clause 28 above) in compliance with any legislative changes, statutory

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modifications or amendments which may be enacted from time to time.

34. SANCTION LIMITATION AND EXCLUSION CLAUSE

The Takaful Operator shall not be deemed to have provided any takaful cover and/or shall not be liable to pay any claim or provide any benefit pursuant to the Certificate, including but not limited to, making any cancellation, refund or surrender payments under the Certificate, to the extent that the provision of such takaful cover and/or the payment of such claim and/or the provision of such benefit and/or the making of such payments, would expose the Takaful Operator to any sanction, prohibition or restriction under any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

35. DISCREPANCY IN LANGUAGES

If there is any discrepancy between the English and Bahasa Malaysia version of this Certificate, the English version shall take precedence and prevails as the absolute reference

****END OF PAGE****



GREAT EASTERN TAKAFUL BERHAD (916257-H)

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP CERTIFICATE NO: GPT21

SCHEDULE OF COMPENSATION

<u>Loss</u>	<u>Benefit - % Sum Covered</u>
<u>Section A</u>	
(1) Death	100%
(2) Total and Permanent Disability	100%
<u>Section B</u>	
(1) Loss of both hands	100%
(2) Loss of both feet	100%
(3) Complete and irrecoverable loss of sight in both eyes	100%
(4) Loss of one hand and one foot	100%
(5) Injuries resulting in permanently being bedridden	100%
(6) Any other injuries resulting in permanent disablement	100%
(7) Complete and incurable paralysis	100%
<u>Section C</u>	
(1) Loss of arm at shoulder	100%
(2) Loss of arm between shoulder and elbow	100%
(3) Loss of arm at elbow	100%
(4) Loss of arm between elbow and wrist	100%
(5) Loss of hand at wrist	100%
(6) Loss of leg at hip	100%
(7) Loss of leg between knee and hip	100%
(8) Loss of leg below knee	100%
(9) Total Loss of Sight of Both eyes	100%
(10) Total Loss of Sight of one eye	100%
(11) Complete and irrecoverable loss of sight in one eye except for perception of light	50%
(12) Loss of lens of eye	50%
(13) Loss of hearing	75%
- both ears	15%
- one ear	15%
(14) Total loss of speech	50%
(15) Loss of four fingers and thumb of one hand	50%
(16) Loss of four fingers	40%
(17) Loss of thumb	25%
- both phalanges	10%
- one phalanx	10%
(18) Loss of index finger	8%
- three phalanges	4%
- two phalanges	4%
- one phalanx	4%

(19)	Loss of middle finger	- three phalanges	6%
		- two phalanges	4%
		- one phalanx	2%
(20)	Loss of ring finger	- three phalanges	5%
		- two phalanges	4%
		- one phalanx	2%
(21)	Loss of little finger	- three phalanges	4%
		- two phalanges	3%
		- one phalanx	2%
(22)	Loss of metacarpals	- first or second (additional)	3%
		- third, fourth or fifth (additional)	2%
(23)	Loss of toes	- all	15%
		- great both phalanges	5%
		- great one phalanx	2%
		- other than great, if more than one toe lost each	1%

Any other form of permanent disablement shall be assessed by the Takaful Operator at its sole and absolute discretion, and any proportion of the Sum Covered payable shall be in accordance with such rates of compensation as opined by the Takaful Operator's Medical Practitioner to be consistent with the applicable rates of compensation as contained in this Schedule of Compensation.



GREAT EASTERN TAKAFUL BERHAD (916257-H)

SCHEDULE B

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP CERTIFICATE NO: GPT21

ALLOCATION RATE FOR TAKAFUL CONTRIBUTION

Certificate Year	Allocated Contribution
1 – 16	73%
17 – Onwards	73%

UNALLOCATED CONTRIBUTION

ANY AMOUNT OF CONTRIBUTION THAT HAS NOT BEEN ALLOCATED IS USED TO MEET THE PAYMENTS OF COMMISSIONS TO INTERMEDIARIES AND GENERAL EXPENSES OF THE TAKAFUL OPERATOR.

Certificate Year	Unallocated Contribution
1 – 16	27%
17 – Onwards	27%

GPT/V01/06-2013

GREAT EASTERN TAKAFUL BERHAD (916257-H)

SCHEDULE OF BENEFITS

TO BE ATTACHED TO AND READ AS PART OF THE
GROUP CERTIFICATE NO: GPT21

Monthly Contribution RM	Death Benefit RM	TPD Benefit RM	Critical Illness Benefit RM	Personal Accident Benefit RM	Compassionate Benefit RM	Hospitalisation Benefit RM
30	30000	30000	30000	30000	2,000	30
40	40000	40000	40000	40000	2,000	40
50	50000	50000	50000	50000	2,000	50
60	60000	60000	60000	60000	2,000	60
70	70000	70000	70000	70000	2,000	70
80	80000	80000	80000	80000	2,000	80
90	90000	90000	90000	90000	2,000	90
100	100000	100000	100000	100000	2,000	100

Note:

The Takaful Operator reserves the absolute right at its sole and absolute discretion to vary the contribution in accordance with Clause 13 of this Privileges and Conditions.

GPT/V01/06-2013