

CERTIFICATE FOR Takaful *myPA* Care

On Receipt of Your Certificate

Please read this **Certificate** and **Schedule** and should any of the details on **Your Certificate Schedule** be incorrect, or change is required, please advise **Us** immediately.

Please read **Your Certificate** and **Schedule** carefully to make sure **You** understand:

- what is covered
- what is not covered

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1. WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the **Certificate**.

The participant as named in the **Schedule** agree to participate in Takaful myPA Care and pay a portion of the **Contribution** into the **General Takaful Fund (“GTF”)** based on **Tabarru’**. The participant authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

The participant agrees that a portion of distributable surplus arising from the **GTF** as determined by **Us** will be allocated at least fifty percent (50%) to eligible participant based on **Hibah** and the remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju’alah**. If the **GTF** is in deficit, the participant agree to accept an interest-free loan which will be provided by **Us** to the **GTF** based on **Qard**.

This **Certificate** is issued in consideration of the payment of **Contribution** as specified in the **Certificate Schedule** and pursuant to the answers given in **Your** Proposal and Declaration Form (or when **You** applied for the **Takaful**) and any other disclosures made by **You** between the time of submission of **Your** Proposal and Declaration (or when **You** applied for the **Takaful**) and the time this contract is entered into. The answers and any other disclosures given by **You** shall form part of this contract of **Takaful** between **You** and **Us**. However, in the event of any pre-contractual misrepresentation made in relation to **Your** answers or in any disclosures given by **You**, only the remedies in **Schedule 9** of the Islamic Financial Services Act 2013 will apply.

This **Certificate** reflects the terms and conditions of the contract of **Takaful** as agreed between **You** and **Us**.

This **Certificate** sets out what **You** are covered for as shown on the **Schedule** and the circumstances where **You** are covered and not covered.

Some words and expressions have been printed out in **bold** because they have been given specific meaning in the **Certificate**. **You** will find their meaning in the Definition.

The benefit(s) payable under eligible product is protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to limits. Please refer to PIDM’s Takaful and Insurance Benefits Protection System ([TIPS](#)) Brochure or contact Takaful Malaysia or PIDM (visit www.pidm.gov.my/en).

2. YOUR DUTY TO INFORM US

1. COMMUNICATION

All communication to **Us** must be in writing. **Endorsement** to this **Certificate** contract must be issued and signed by **Us**.

2. DUTY OF DISCLOSURE BEFORE THIS TAKAFUL IS GRANTED

- (i) where **You** have applied for this **Takaful** wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make a misrepresentation in answering the questions in the Proposal and Declaration Form (or when **You** applied for this **Takaful**) i.e. **You** should have answered the questions fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of **Your** contract of **Takaful**, refusal or reduction of **Your** claim(s), change of terms or termination of **Your** contract of **Takaful** in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. **You** are also required to disclose any other matter that **You** know to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied.

- You** also have a duty to tell **Us** immediately if at any time after **Your** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information given in the Proposal and Declaration Form (or when **You** applied for this **Takaful**) is inaccurate or has changed.
- (ii) if **You** do not fully and faithfully provide this information, the **Takaful** may not be valid or the **Certificate** may not cover **You** fully.

3. DUTY OF DISCLOSURE DURING THIS TAKAFUL

During this **Takaful** **You** are required to immediately inform **Us** of any changes in **Your** occupation, work duties, sporting activities or any relevant information that may increase the risk. **We** may:

- (i) require **You** to pay an additional **Contribution** for the increase risk;
(ii) make changes to the terms and conditions of this **Certificate**; or
(iii) leave the **Certificate** terms, conditions and **Contribution** unaltered.

You will only be covered for any increased risk if agreed in writing by **Us**.

3. EXCLUSIONS

We will not pay for any consequence whatsoever which is the direct or indirect result of any of the following: -

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the **Person Covered** is taking part therein.
- (b) an **Act of Terrorism** solely resulting from the utilization of nuclear, chemical or biological weapons, devices or substances as a means of force, violence or mass destruction or howsoever distributed or combined, when the **Person Covered** is taking part therein.
- (c) insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof.
- (d) effect or influence of drugs or alcohol.
- (e) pre-existing physical or mental defect or infirmity.
- (f) provoked murder or assault.
- (g) while travelling in an aircraft as a member of the crew, except only as a fare-paying passenger in an aircraft licensed for passenger service.
- (h) while committing or attempting to commit any unlawful or criminal act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
- (i) whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing white-water rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities involving the use of breathing apparatus, martial arts or boxing, aerial activities such as parachuting, paragliding and hang-gliding or participation in any form of race or competition other than on foot.
- (j) any person under the age of sixteen (16) years or over the age of sixty-five (65) years unless renewable until seventy (70) years.
- (k) individuals such as pilots, aviation crews and firemen during the course of their work or whilst on duty, fishermen, professional motor racers, professional sportsmen, stevedores, building demolition workers, divers, jockeys, logging workers, miners, marine salvage crew, individuals directly involved in making or handling explosives, personnel in the Armed Forces, any law enforcement forces, Policemen, tree fellers, window cleaners of high-rise buildings and other hazardous and dangerous occupations
- (l) nuclear energy or radioactivity of any kind including but not limited to ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons material.

4. CONDITIONS

1. THE CONTRACT

This **Certificate** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Certificate** or the **Schedule** shall bear such specific meaning wherever it may appear.

2. A DUTY TO COMPLY WITH THE CONDITION

We will only be liable to make any payment under this **Certificate** if **You** have at all times complied with the terms, provisions, conditions and **Endorsement** of this **Certificate**.

3. FRAUD

If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain benefits by **You** or anyone acting on **Your** behalf, all benefits under this **Certificate** shall be forfeited.

4. CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT

- (a) written notice of any event likely to give rise to a claim should be submitted to **Us** as soon as reasonably possible and in any case not later than 14 days of the accident causing such injury or loss.
- (b) **You** shall procure and act upon medical or surgical advice as soon as practicable.
- (c) **You** may be required, at **Our** expense to undergo further medical examination.
- (d) **We** will only pay the benefits if any medical certificates and other evidence which **We** may require are provided on request at **Your** expenses.
- (e) on payment of the benefits, for which once **You** give **Us** a receipt or discharge, **Our** liability in that respect will reduce by the sum paid or cease if full benefits have been paid.
- (f) **We** reserve the right to repudiate a claim where **We** are not satisfied with the evidence available to validate either:
 - (i) **Your** identity; or
 - (ii) the circumstance of the loss.
- (g) in the event of **Accidental Bodily Injury** resulting in death, **We** shall be entitled to have a post-mortem examination at **Our** expenses.

5. NOMINATION

The person(s) nominated by a **Certificate** owner to receive death benefit payable under this **Certificate**.

Pursuant to Paragraph 5(1) of Schedule 10 of the Islamic Financial Services Act 2013, a nomination made by a non-Muslim certificate owner shall create a trust in favour of the nominee of the **Certificate** moneys i.e. death benefit payable upon the death of the certificate owner, if:-

- (a) the nominee is his/her spouse or child; or
- (b) the nominee is his/her parent (if there is no spouse or child living at the time of making the nomination).

A nominee of a Muslim certificate owner upon receipt of the **Certificate** moneys shall distribute the **Certificate** moneys in accordance with Islamic law.

6. RENEWAL

We shall not be bound to accept any renewal of this **Certificate** or to send any notification of the renewal **Takaful Contribution** becoming due. The **Certificate** shall not be renewable after the end of the **Period of Takaful** during which the Participant attains the age of seventy (70) years.

7. CANCELLATION

- (a) **You** have the right to cancel this **Certificate** at any time by giving written notice to **Us** and **You** are entitled to a partial refund of the contribution provided that **You** have not made a any claim.
- (b) **We** may at any time cancel this **Certificate** by sending (14) fourteen days' notice in writing to **Your** last known address and will refund the pro rata **Contribution** equal to the unexpired **Period of Takaful**.
- (c) cancellation refund is not applicable if there is a claim under this **Certificate**.

8. **PAYMENT OF CONTRIBUTION - CASH BEFORE COVER**
You must pay the **Contribution** before the coverage under this **Certificate** is effective.
9. **DISAPPEARANCE**
If, after **We** have examined all available evidence, **We** are satisfied that the disappearance of **You** can be presumed to be due to **Your** death as the result of an **Accidental Bodily Injury**, **We** will pay the accidental death benefit. If at any time after **We** have paid the benefit, **You** are found to be living, the payment must be refunded to **Us**.
10. **ARBITRATION CLAUSE**
All differences arising out of this **Certificate** shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against **Us**.

If **We** shall disclaim liability to **You** for any claim hereunder and such claim shall not within 12 months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. **OUR LIABILITY**
We will not be liable in respect of any claim incurred before the actual receipt of the **Contribution** by **Us** or **Our** duly authorised representative unless credit has been allowed by specific agreement for such payment of the **Contribution** to be made at a later date.
12. **NOTICE**
Every notice or communication to be given or made under this **Certificate** by **You/Person Covered** or **Your** legal personal representative shall be delivered in writing to **Us**.
13. **GEOGRAPHICAL TERRITORY**
All benefits provided in this **Certificate** are applicable worldwide, twenty-four (24) hours a day unless specifically stated otherwise.
14. **CURRENCY AND EXCHANGE RATES**
In the event that **You/Person Covered** shall be admitted into a hospital and/or receive medical treatment outside Malaysia and render bills in a currency other than Malaysian Ringgit, **We** shall indemnify in Malaysian Ringgit based on the prevailing exchange rate in the foreign exchange market at the date **You/Person Covered** is discharged from hospital.
15. **TIME LIMIT FOR OUR LIABILITY**
If **We** shall disclaim **Your** liability for any claim hereunder, in no case **We** shall be liable in respect of such claim after the expiration of twelve (12) calendar months from the date of such disclaimer unless the claim is the subject of pending court action.
16. **TERMINATION OF THE COVERAGE**
The coverage on any **Person Covered** under this **Certificate** will automatically terminate when any one (1) of the following events occurs:
(a) upon death of the **Person Covered**;
(b) upon claim admission of the Accidental Permanent Disablement Benefit where the aggregate amount of benefits payable is equal to the Sum Covered on Death Benefit;
(c) for **You** when attains the age of seventy (70) years next birthday on any renewal of a **Period of Takaful**;
(d) upon cancellation of coverage under this **Certificate** by **You**.
17. **ALTERATIONS**
We reserve the right to amend the terms and conditions of this **Certificate** and such alteration to this **Certificate** shall only be valid if authorized by **Us** and endorsed hereon.

18. ABSOLUTE OWNERSHIP

We shall, unless otherwise expressly provided by **Endorsement** on this **Certificate**, be entitled to treat **You** as the absolute owner of this **Certificate** and shall not be bound to recognise any equitable or other claim to or interest in this **Certificate** and the receipt of the claims moneys by **You/Person Covered** or **Your** legal personal representative alone shall be an effectual discharge.

19. APPLICABLE LAW

This **Certificate**, and all rights, obligations and liabilities arising under this **Certificate**, shall be construed, determined and enforced in accordance with the Laws of Malaysia and the Courts of Malaysia shall have exclusive jurisdiction for determination of all actions and proceedings arising out of or in relation to this **Certificate**.

20. LEGAL PROCEEDING CLAUSE

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

21. TERMINATION OF THE CERTIFICATE

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

- a) upon cancellation of this **Certificate** by **You**;
- b) upon cancellation of this **Certificate** by **Us**;
- c) when there is fraud or misrepresentation of material fact during application or in deriving any benefits from this **Certificate** committed by the **Person Covered**;
- d) immediately after an admission of hundred percent (100%) liability for a claim of accidental death and/or Total Permanent Disablement by the **Person Covered**; or
- e) upon expiry of the **Period of Takaful**.

If the termination is due to (b), **We** will refund to **You** the **Contribution** (**Wakalah** fee and the **Tabarru'** portion) for the unexpired period calculated on pro-rata basis subject to no claim. If the termination is due to (c), **We** will refund to **You** the **Contribution** in full. If the termination is due to (a), (d) and (e), **We** will not refund to **You** the **Contribution**.

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

22. DEFICIENCY & LOSS RECTIFICATION

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

23. MANAGEMENT OF FUND

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

24. SUBROGATION

We reserve the right to undertake in **Your** name and **Your** behalf:

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

25. CUSTOMER SERVICE CHARTER

You may visit **Our** website to know more about **Our** [Customer Service Charter](#).

26. COMMUNICABLE DISEASE

This **Certificate** does not cover claims as a result of Epidemics and / or Pandemics as declared by the World Health Organization or any governmental authority in Malaysia.

5. DEFINITIONS

In this **Certificate** where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

1. **“We”, “Our” or “Us”** refers to Syarikat Takaful Malaysia Am Berhad.
2. **“You”, “Your” or “Yourself”** refers to the Participant as named in the **Schedule** and who is aged between sixteen (16) next birthday and sixty-five (65) years next birthday, both ages inclusive at the time of proposal.
3. **“Act of Terrorism”** means an act, including but not limited to the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization or government(s) which is committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
4. **“Accidental Bodily Injury”** means a bodily injury occurring during the **Period of Takaful** which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death or disablement or losses. This is extended to bodily injury as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, (unless this is the direct result of an **Accidental Bodily Injury**) naturally occurring condition or degenerative process or the result of any gradually operating cause.
5. **“Certificate”** means **Your Takaful** contract which consists of this **Certificate** wording, **Schedule** and any **Endorsement**.
6. **“Contribution”** means any amount **We** require **You** to pay under this **Certificate** and includes Government charges.
7. **“Doctor”** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment is practising within the scope of his licensing and training in the geographical area of practice, but excluding a **Doctor** who is the **Person Covered** himself.
8. **“Endorsement”** means a written alteration to the terms, conditions and limitations of this **Certificate**.
9. **“General Takaful Fund” or “GTF”** refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this **Certificate**. This fund is collectively owned by the pool of participants.

10. **“Hibah”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the nominee may receive the benefits payable under this **Certificate** based on **Hibah** if the nominee is a beneficiary under conditional **Hibah**.
11. **“Ju’alah”** refers to a contract where a party offers a specified reward to another party who achieved a determined result. Under this **Certificate**, **You** allow **Us** to receive a portion of distributable surplus arising from the **GTF** as performance incentive for **Our** achievement in managing the **GTF** which results in the surplus.
12. **“Period of Takaful”** in respect of any **Persons Covered** means the one (1) calendar year commencing on the effective date and expires on the expiry date as stated in the **Schedule**.
13. **“Permanent Disablement”** means the conditions which are described under the Table of Benefits. Such condition must continue uninterrupted for a continuous period of 6 months and verified by the Company’s appointed medical practitioner to be beyond hope of recovery.
14. **“Person Covered”** means **You** as named in the **Schedule**, who are residing in Malaysia.
15. **“Qard”** refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Certificate**, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
16. **“Tabarru”** refers to a donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the **Contribution** to the **GTF** based on **Tabarru’** to help other participants. **Tabarru’** takes into effect when **You** contribute to the **GTF**.
17. **“Takaful”** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru’** into a common fund to provide financial assistance payable to the participant, **Person Covered** or beneficiary on the occurrence of pre-defined events.
18. **“Temporary Total Disablement”** means **You** are incapable of attending to **Your** usual occupation as certified by a Medical **Doctor**.
19. **“Schedule”** means the **Certificate Schedule** where the benefits and sum covered are stated.
20. **“Wakalah”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without the imposition of a fee. Under this **Certificate**, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.

6. CLAUSES/ENDORSEMENTS/WARRANTIES (THESE APPLY TO THE WHOLE CERTIFICATE)

1. SANCTIONS EXCLUSION CLAUSE

We shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit as contained in this **Certificate** to the extent that the provision of such cover, payment of such claim or such benefit would expose **Us** to:

- i. any sanction, prohibition or restriction under United Nations resolutions;
- ii. the trade or economic sanctions, laws or regulations of the:
 - (a) European Union;
 - (b) United Kingdom;
 - (c) United States of America; or
 - (d) any of the states to the above countries;
- iii. any other locally applicable laws and regulations.

We may terminate this **Certificate** with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this **Certificate**, including but not limited to, making or receiving any payments under this **Certificate**.

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

If **We** discover, or have justified suspicion, that the **Certificate** is exploited for money laundering activities or to finance terrorism, **We** reserve the right to terminate the **Certificate** immediately. **We** shall deal with all contributions paid and all benefits or sums payable in respect of the **Certificate** in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

3. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)

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

You have expressly acknowledged and consent to **Your** Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

7. CLAUSES/ENDORSEMENT/WARRANTIES (ONLY APPLICABLE IF STATED IN THE SCHEDULE)

BOC1 WEEKLY BENEFIT FOR TEMPORARY TOTAL DISABLEMENT

A weekly benefit as specified in the **Schedule** is payable in the event of an accident if **You** are totally disabled and unable to attend to all duties pertaining to **Your** usual occupation or business.

(Maximum Limit up to twenty-six (26) weeks after thirty (30) days waiting period unable to perform own occupation certified by qualified medical practitioner).

8. ADDITIONAL CONDITIONS

1. DISTRIBUTION OF SURPLUS

- a) Any distributable surplus arising from the **GTF** as determined by **Us**, will be allocated as follows:
 - (i) at least fifty percent (50%) of the distributable surplus will be distributed to eligible participants based on **Hibah**; and
 - (ii) the remaining portion of the distributable surplus will be paid to **Us** as performance incentive based on **Ju'alah**.
- b) **Your** entitlement to the distributable surplus is subject to the following terms and conditions:
 - (i) no claim has been made during the current **Period of Takaful**; and
 - (ii) no benefit has been received during the current **Period of Takaful**.
- c) The distributable surplus amount will be paid directly to **Your** bank account and only payable/claimable up to six (6) months from the declaration date. Thereafter, **You** are agreeable to waive **Your** entitlement and such amount will be credited to the **GTF** by **Us**. The distributable surplus is not guaranteed and will be based on the actual claims experience and fund performance.

2. WAKALAH FEE

The **Wakalah** fee chargeable under this **Certificate** is fifty percent (50%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

3. TREATMENT OF SMALL PAYMENT AMOUNT

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

9. ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

1. ENQUIRIES /COMPLAINTS HANDLING

If **You** have any enquiry or complaint pertaining to any matter related to **Your Certificate**, **You** may refer to **Our** Customer Service Unit (CSU) at:

Customer Service Unit (CSU)

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)],
27th Floor, Annexe Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur
P.O. Box 11483,
50746 Kuala Lumpur
Tel: 1-300 88 252 385
Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: www.takaful-malaysia.com.my/en/

2. AVENUE OF CLAIM APPEAL

If **You** need further clarification or **You** are not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300-88-252-385 or email to **Us** at csu@takaful-malaysia.com.my and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** may refer the case either to the Financial Markets Ombudsman Service (FMOS) (Formerly known as Ombudsman for Financial Services) or to BNMLINK, Bank Negara Malaysia (BNMLINK) at the following addresses within six (6) months from **Our** decision.

Financial Markets Ombudsman Service (FMOS) (Formerly known as Ombudsman for Financial Services) [200401025885 (664393-P)]

Level 14, Main Block, Menara Takaful Malaysia
No.4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: +603-2272 2811
Webform Address: <https://www.fmos.org.my/en/feedback.html>
Website: www.fmos.org.my

BNM Laman Informasi Nasihat dan Khidmat (BNMLINK)

Bank Negara Malaysia
P.O.Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465 (LINK)
Fax: 03-2174 1515
Webform Address: bnmlink.bnm.gov.my

10. BENEFITS

Upon receipt and approval of due proof that the **Person Covered** sustains **Accidental Bodily Injury** at any time during the **Period of Takaful** as shown in the **Schedule** and subject to the terms, provisions, conditions and **Endorsement** of this **Certificate**, **We** will pay the benefit under this **Certificate** to **You** or in the event of **Your** death to **Your** legal personal representative(s) and the receipt by **You** or **Your** legal personal representative(s) shall in all respects be an effective discharge to **Us**.

All the benefits specified below will be payable from the **GTF**.

1. ACCIDENTAL DEATH BENEFIT

We will pay the amount in accordance with the **Schedule** of Benefits in the event of death to the **Person Covered** occurring within twelve (12) calendar months of the **Accidental Bodily Injury**.

2. ACCIDENTAL PERMANENT DISABLEMENT BENEFIT

We will pay the percentage of the amount as stated in the Table of Benefits below in the event the **Person Covered** suffers any of the **Permanent Disablement** within twelve (12) calendar months of the **Accidental Bodily Injury**. The aggregate of all percentages payable in respect of any one **Accidental Bodily Injury** shall not exceed one hundred percent (100%). In the event of a total loss of one hundred percent (100%) having been paid, all coverage hereunder shall immediately cease to be in force in respect of that **Person Covered**.

3. MEDICAL AND SURGICAL TREATMENT for such injury in respect of any one accident.

Medical Expenses shall mean any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an Accident necessarily incurred and paid up to an amount not exceeding the sum (as specified in the **Schedule**) subject to presentation of original bills.

11. PROVISIONS

1. Compensation shall be payable only when the claim shall have been proved to the satisfaction of the Company.
2. Compensation under Benefit C1 (Total Disablement) is payable if such bodily injury wholly and continuously disable and totally prevent the Participant from and rendering him completely incapable of attending to any part of his ordinary profession, business or occupation.
3. Compensation under Benefit D (Medical and Surgical Treatment) shall be payable only if such medical or surgical treatment is furnished to the Participant by a Qualified **Doctor** within one (1) year after the date of accident, provided that the first expense is incurred within twenty-six (26) weeks after the date of accident.
4. Provided further that:
 - (i) no benefit shall be payable under this **Certificate** until the total amount of such benefits shall have been ascertained and agreed.
 - (ii) the maximum liability of the Company shall not in any event exceed the Sum Payable as stated in the **Schedule** or endorsed hereon.
 - (iii) accidental death shall not in any way be presumed by reason of the disappearance of the Participant except in the event of the total loss by shipwreck of the ship or air crash of the aircraft in which he was travelling.
5. **We** shall not pay more than hundred percent (100%) in aggregate for any or all Benefits under Accidental Death, Accidental Permanent Disablement, Weekly Benefit For **Temporary Total Disablement** and any payment made under Weekly Benefit For **Temporary Total Disablement** shall be deducted for any subsequent compensation payable under Accidental Death and/or Accidental Permanent Disablement Benefits.

12. TABLE OF BENEFITS

	PERCENTAGE OF BENEFITS PAYABLE (%)
ACCIDENTAL DEATH	100%
PERMANENT DISABLEMENT	
Total paralysis	100%
Injuries resulting in being permanently bedridden	100%
Loss of both hands	100%
Loss of both feet	100%
Loss of all sight of both eyes	100%
Loss of hearing in both ears	50%
Loss of all sight of one eye	30%
Loss of all hearing in one ear	10%
Loss of arm at shoulder	60%
Loss of arm between shoulder and elbow	50%
Loss of arm below elbow	47.5%
Loss of arm between shoulder and wrist	45%
Loss of hand below wrist	42.5%
Loss of four fingers and thumb of one hand	42.5%
Loss of four fingers of one hand	35%
Loss of whole thumb	25%
Loss of whole index finger	10%
Loss of whole middle finger	6%
Loss of whole ring finger	5%
Loss of whole little finger	4%
Loss of leg at hip	70%
Loss of leg between knee and hip	50%
Loss of leg below knee	35%
Loss of all toes of one foot	15%
Loss of big toe	5%
Loss of one other toe	1%

Where the injury is not specified, **We** reserve the right to adopt a percentage of disablement which in its opinion is consistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member.

13. ADDITIONAL BENEFITS

REPATRIATION EXPENSES

In the event of accidental Death occurring out of Malaysia, reimbursement up to a maximum Ringgit Malaysia Three Thousand (RM3,000) for repatriation expenses to transport the mortal remains back to Malaysia.

FUNERAL EXPENSES

In the event of fatal accident to **You**, **We** shall reimburse **Your** next-of-kin or legal Personal Representative for funeral and burial or cremation expenses incurred up to Ringgit Malaysia Three Thousand (RM3,000).

MEDICAL EXPENSES

It is hereby declared and agreed that In the event of **You** incurring any medical, surgical, hospital, nursing home or physiotherapy expenses in connection with any bodily injury as herein defined, **We** shall reimburse such expenses necessarily incurred by **You** and paid up to but not exceeding the amount as specified in the **Certificate Schedule** in respect of any such accident. It is a condition precedent to **Our** liability for the payment of such expenses that the detailed account of the medical attendant, surgeon, hospital, nursing home or physiotherapist shall be submitted to and approved by **Us**.

DAILY HOSPITAL INCOME

It is hereby declared and agreed that the coverage is for each day of confinement in a Malaysian Government or Private Hospital up to a Maximum of thirty (30) days from the date of accident during Period of Cover up to the amount as specified in the **Certificate Schedule**.

AMBULANCE FEES

It is hereby declared and agreed that the reimbursement is for the charges by the hospital or by a private ambulance Company for emergency/ambulance response consequent upon an accident as defined in the **Certificate** up to the limit of Ringgit Malaysia Two Hundred (RM200) per accident.

SNATCH INJURY

It is hereby declared and agreed that **We** shall compensate a lump sum in cash for injury caused by snatch thief up to the limit as specified in the **Certificate Schedule** or up to the maximum amount in aggregate during Period of cover as specified in the **Certificate Schedule** subject to Police Report being lodged.

PURCHASE OF ORTHOPAEDIC EQUIPMENT

It is hereby declared and agreed that the reimbursement is for the actual expenses incurred up to the limit as specified in the **Certificate Schedule** or up to the maximum amount in the aggregate during Period of cover as specified in the **Certificate Schedule**, for the purchase of orthopaedic equipment (including wheelchair and crutches), recommended by an orthopaedic surgeon due to **Accidental Bodily Injury** as defined hereon suffered by **You**.