

# **CERTIFICATE FOR**

## Takaful *myTravel* Umrah

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**You** as named in the **Schedule** agree to participate in Takaful myTravel Umrah and pay a portion of the **Contribution** into the **General Takaful Fund (GTF)** based on **Tabarru'**. **You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

**You** also agree that any surplus arising from the **GTF** will be kept in the **GTF** and a portion of the distributable surplus will be received by **the Company** as a performance incentive based on **Ju'alah**. If the **GTF** is in deficit, **You** 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 a portion of the **Contributions** as specified in the **Schedule** and/or the **Endorsement** issued by **Us** and shall take effect within the dates stated under the **Period of Takaful**. This **Certificate** reflects the terms and conditions of the contract of **Takaful** as agreed between **You/Person Covered** and **Us**.

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](http://www.pidm.gov.my/en)).

## PART A: 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. **"Accident"** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **Injury** while the **Person Covered** is on **Overseas Travel**.
2. **"Certificate"** means **Your** Takaful contract which consists of this Certificate wording, **Schedule**, any **Endorsement** and any amendment to it, issued by **Us**.
3. **"Child/Children"** means unemployed and unmarried **Child/Children** aged between thirty (30) days and eighteen (18) years (both ages inclusive) or up to twenty-three (23) years, if he/she is studying full-time in a recognized institution of higher learning.
4. **"Common Carrier"** means any land, water or air conveyance operated under a license for the transportation of fare paying passengers and which has fixed and established routes only. It does not include taxis, helicopters and limousine services.
5. **"Contribution"** refers to the amount payable as stated in the **Schedule** or in any subsequent **Endorsement** issued by **Us**.
6. **"Effective Date"** refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under **Your Certificate** has become effective as stated in the **Schedule**.
7. **"Endorsement"** refers to the document that **We** issue to **You** to confirm any changes of the coverage to this **Certificate**.
8. **"Expiry Date"** refers to the last day of a **Period of Takaful** on which coverage of the **Person Covered** under **Your Certificate** will cease as stated in the **Schedule**.
9. **"Family"** means **You**, **Your** legal spouse and **Your** legal **Children** up to a maximum of five (5) **Children** as named in the **Schedule** issued by **Us**.

10. **"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**.
11. **"Hibah"** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Certificate**, the benefits payable from **GTF** is based on **Hibah**.
12. **"Hospital"** means only an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured person as paying bed-patients, and which:
  - a. has facilities for diagnosis and major surgery;
  - b. provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
  - c. is under the supervision of a physician; and/or
  - 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.
13. **"Illness"** means a physical condition marked by a pathological deviation from the normal healthy state manifesting itself and shall exclude any **Pre-Existing Conditions**.
14. **"Immediate Family Member"** means **Your Family**, parent, parent-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.
15. **"Injury/Injuries"** means bodily **Injury/Injuries** caused solely and directly by an **Accident**, independent of any other cause.
16. **"In-Patient"** means necessarily and continuously confined to a **Hospital**, under the care of a **Medical Practitioner** for more than twenty-four (24) hours, confinement being certified as necessary by the attending **Medical Practitioner**.
17. **"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.
18. **"Loss"** means any unrecoverable and unanticipated and non-recurring removal of, or decrease in, the **Person Covered's** property or belonging sustained by the **Person Covered**.
19. **"Loss of Use"** means permanent total **Loss of Use** for a period of six (6) months and beyond any hope of recovery as verified by a **Medical Practitioner** or permanent total **Loss** by physical severance as verified by a **Medical Practitioner**.
20. **"Medical Practitioner"** means a person who is qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice excluding **You/Person Covered** and his/her **Immediate Family Member** or relatives.
21. **"Mountain Sickness"** also known as Acute Mountain Sickness (AMS), altitude illness, hypobaropathy, or soroche, is a pathological effect of high altitude on humans, caused by acute exposure to low partial pressure of oxygen at high altitude.
22. **"Overseas Travel"** means travel for the purpose of Umrah.
23. **"Participant"** means the individual to whom or the business entity/company to which the **Schedule** is issued to. For avoidance of doubt, a **Participant** may also be a **Person Covered**.
24. **"Period of Takaful"** means the coverage period from the **Effective Date** until the **Expiry Date** (both dates inclusive).

25. **"Person Covered"** means person(s) eligible for the cover as named in the **Schedule** issued by **Us**. The **Person Covered** must be a holder of valid Umrah visa who is domiciled in Malaysia.
26. **"Plan"** refers to type of plans selected and stated in the **Schedule** issued by **Us**.
27. **"Pre-Existing Conditions"** means disabilities that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of the **Plan**. A **Person Covered** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one (1) for which:
  - a. the **Person Covered** had received or is receiving treatment;
  - b. medical advice, diagnosis, care or treatment has been recommended;
  - c. clear and distinct symptoms are or were evident; or
  - d. its existence would have been apparent to a reasonable person in the circumstances.
28. **"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.
29. **"Schedule"** means a document **We** issue to **You** after **You** have applied **Your** cover with **Us**. It shall be read together with the terms and conditions in **Your Certificate**.
30. **"Serious Injury"** or **"Serious Illness"** whenever applied to the **Person Covered**, is one which requires treatment by a **Medical Practitioner** in a **Hospital** and which results in the **Person Covered** being certified by that **Medical Practitioner** as unfit to travel or continue with the **Person Covered's Trip**.
31. **"Sum Covered"** in respect of each **Plan** means the sum as specified in the Schedule of Benefits which is the maximum amount **We** will pay in the event of claim(s).
32. **"Tabarru'"** means donation for charitable purposes. Under this **Certificate**, **You** donate a portion of the **Contribution** to the **GTF** based on **Tabarru'** to help other **Participants**. **Tabarru'** takes into effect when **You** contribute to the **GTF**.
33. **"Takaful"** refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each **Participant** agrees to contribute a sum(s) of money on the basis of **Tabarru'** into a common fund to provide financial assistance payable to the **Participant**, **Person Covered** or the beneficiary on the occurrence of pre-defined events.
34. **"Total Permanent Disablement"** refers to a state of incapacity arising from a disability caused by **Injury** which totally and permanently prevents the **Person Covered** from performing his/her normal activities that is, engaging in any business, occupation, profession or performing any work, for wages, compensation or profit. Such disability must continue uninterrupted for a period of six (6) months and beyond any hope of recovery as verified by a **Medical Practitioner**.
35. **"Trip"** means the journey commencing from the time the **Person Covered** departs from Malaysia and terminates when he returns to Malaysia.
36. **"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 product, the **Participant** authorizes **Takaful Malaysia** to manage the **GTF** and in return, **Takaful Malaysia** will receive a **Wakalah** fee.
37. **"We/Our/Us/Takaful Malaysia"** means Syarikat Takaful Malaysia Am Berhad.
38. **"You" or "Your"** means the **Participant** as named in the **Schedule** issued by **Us**.

## PART B: BENEFITS

We agree to cover the **Person Covered(s)** against any **Injury, Illness or Accident** while on a **Trip** up to the **Sum Covered** in accordance with the conditions, exclusions and limitations contained herein.

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

### SECTION 1 – PERSONAL ACCIDENT BENEFITS

If the **Person Covered** involved in an **Accident** while on a **Trip** and as a result suffers from death, disablement or **Injury**, We will pay based on the percentage that corresponds to the conditions stated in the table below.

SECTION	BENEFITS	% of Sum Covered
1A	ACCIDENTAL DEATH	100%
1B	ACCIDENTAL TOTAL PERMANENT DISABLEMENT	100%
1C	ACCIDENTAL PERMANENT LOSS	
	i. Loss of Use of Limb	100%
	ii. Total Loss of Sight of One Eye or Both Eyes	100%
	iii. Permanent Loss of Lens in One Eye	50%
	iv. Permanent Loss of Hearing and Loss of Speech	100%
	v. Permanent Loss of Hearing of Both Ears	75%
	vi. Permanent Loss of Hearing of One Ear	25%
	vii. Permanent Loss of Speech	50%

Provided that:

- a. such death, disablement or **Injury** occurs within twelve (12) months from the date of the **Accident**; and
- b. the maximum amount of all benefits payable under Section 1 for one or more **Injuries** sustained by the **Person Covered** during the **Period of Takaful** shall not exceed the **Sum Covered** stated in the Schedule of Benefits.

Notes:

- a. **Loss** of limb means **Loss** by physical severance or total **Loss of Use** of a hand at or above the wrist or of a foot at or above the ankle as a result of an **Accident**.
- b. **Loss** of sight means total blindness and irrecoverable **Loss** of sight of one eye without perception of light as a result of an **Accident**.
- c. **Loss** of lens means total and irrecoverable **Loss** of lens or **Loss** of sight of one eye except perception of light.
- d. **Loss** of hearing means permanent irrecoverable **Loss** of hearing where  $1/6$  of  $(a+2b+2c+d)$  is above 80dB:  
a db = Hearing **Loss** at 500 Hertz;  
b db = Hearing **Loss** at 1,000 Hertz;  
c db = Hearing **Loss** at 2,000 Hertz; and/or  
d db = Hearing **Loss** at 4,000 Hertz.
- e. **Loss** of speech means the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total **Loss** of vocal cord or damage of speech center in the brain resulting in Aphasia.

**SECTION 1D – BADAL HAJJ**

**We** will pay an additional lump sum amount as stated in the Schedule of Benefits to cover for Badal Hajj on behalf of the **Person Covered** in the event of death or **Total Permanent Disablement** of the **Person Covered**. The compensation is payable on top of the benefit under Section 1A or 1B. This benefit is not applicable to **Child**.

**SECTION 1E – FUNERAL EXPENSES**

**We** will pay an additional lump sum amount as stated in the Schedule of Benefits for funeral expenses in the event of an accidental death of the **Person Covered**.

**SECTION 2 – MEDICAL AND OTHER RELATED BENEFITS****SECTION 2A – OVERSEAS MEDICAL EXPENSES**

**We** will reimburse the expenses for the necessary medical, surgical and/or **Hospital** treatment expenses (including cost of emergency dental treatment for the alleviation of sudden pain but excluding dentures and crowns) incurred outside Malaysia as a direct result of **Injury** sustained by the **Person Covered** while on a **Trip**.

If the **Person Covered** is entitled to a reimbursement of all or part of the medical expenses from any other source, **We** will only pay the balance of expenses that is not reimbursed, subject to the limit as stated in the Schedule of Benefits.

**SECTION 2B – MEDICAL EVACUATION**

When the **Person Covered** suffers **Injury** or **Illness** while on a **Trip** and if in the opinion of **Medical Practitioner**, it is judged medically appropriate to move the **Person Covered** who has a critical medical condition to the nearest **Hospital** where appropriate care and facilities are available, **We** will reimburse the expenses incurred as a result of the emergency medical evacuation up to the amount stated in the Schedule of Benefits.

**SECTION 2C – MEDICALLY SUPERVISED REPATRIATION**

**We** will reimburse the reasonable and necessary repatriation costs to send the **Person Covered** back to Malaysia to continue treatment following the stabilisation of his medical condition due to **Injury** or **Illness** of the **Person Covered** up to the amount stated in the Schedule of Benefits.

**SECTION 2D – REPATRIATION OF MORTAL REMAINS**

In the event of death due to **Injury** or **Illness** of the **Person Covered** while on a **Trip**, **We** will reimburse the repatriation cost for transporting the **Person Covered's** mortal remains back to Malaysia or the cost of burial/funeral in the locality where death occurred up to the amount stated in the Schedule of Benefits.

**EXCLUSIONS APPLICABLE TO SECTION 2**

**We** will not pay for claims in respect of emergency medical evacuation and repatriation due to any form of **Mountain Sickness**.

**SECTION 3 – TRAVEL INCONVENIENCES BENEFITS****SECTION 3A - LOSS OF BAGGAGE**

If the **Person Covered's** baggage are lost while on a **Trip**, **We** will reimburse for the purchase cost of the lost item up to the maximum amount specified in the Schedule of Benefits. For **Family Plan**, a **Family** limit shall apply to the benefit payout.

Provided that:

- a. for **Loss** due to **Common Carrier's** negligence, the baggage must be checked-in with the **Common Carrier** and a copy of the Property Irregularity Report (PIR) to substantiate the claim;
- b. for **Loss** occurring in a hotel room, there must be physical evidence of break-in; and/or
- c. for **Loss** due to fire, theft, robbery or burglary during the **Trip**, a report must be lodged at the nearest police station where the incident took place within twenty-four (24) hours after the incident and a copy thereof must be obtained from the police to substantiate the claim.



For **Loss** due to the **Common Carrier** or hotel, the claim should be made against the **Common Carrier** or hotel first prior to **Us** making any payment under this Section. Such claims must be submitted with proof of compensation received from the **Common Carrier** or hotel or if such compensation is denied, proof of such denial.

#### EXCLUSIONS APPLICABLE TO SECTION 3A

**We** will not pay for claims in respect of:

1. **Loss** of baggage sent in advance, mailed or shipped separately;
2. **Loss** to baggage left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered's** failure to take due care and precautions for the safeguard and security of such property;
3. **Loss** arising from confiscation or detention by customs or other officials;
4. **Loss** from mysterious disappearance of such property; and/or
5. **Loss** not reported to relevant authority immediately upon discovery of the **Loss**.

#### SECTION 3B - LOSS OF TRAVEL DOCUMENTS

If the **Person Covered** loses his/her travel documents such as passport, travel ticket and/or visa due to theft while on a **Trip**, **We** will reimburse the reasonable and necessary expenses incurred for:

1. the replacement of such travel documents; and
2. any additional travel and accommodation incurred while in overseas to replace such **Loss** travel documents.

Up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- a. the travel documents were at all times kept with the **Person Covered** or in a hotel safe; and
- b. a report was lodged at the nearest police station where the incident took place within twenty-four (24) hours after the incident and a written statement must be obtained from the police to substantiate the claim.

#### EXCLUSIONS APPLICABLE TO SECTION 3B

**We** will not pay for claims in respect of:

1. **Loss** arising from confiscation or detention by customs or other officials;
2. **Loss** or theft of the travel documents left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered's** failure to take due care and precautions for the safeguard and security of the travel documents;
3. **Loss** that is otherwise reimbursable by the hotel, where the travel documents were kept in a hotel safe; and/or
4. **Loss** from mysterious disappearance of such property.

#### SECTION 3C - TRAVEL DELAY

If the original scheduled departure or arrival of the **Common Carrier** in which the **Person Covered** has arranged to travel is delayed while on a **Trip**, **We** will pay Ringgit Malaysia Fifty (RM50) for every eight (8) consecutive hours of delay at arrival or departure up to the maximum amount specified in the Schedule of Benefits.

The delay must be verified in writing by the operator(s) of the **Common Carrier** or their handling agent(s) on the number of hours delayed.

#### EXCLUSIONS APPLICABLE TO SECTION 3C

**We** will not pay for claims arising directly or indirectly from, in respect of, or due to:

1. the **Person Covered's** failure to check in within the stipulated time as specified in his/her travel ticket;
2. the **Person Covered's** failure to obtain a written confirmation from the **Common Carrier** or their handling agent of the number of hours of delay and the reason for such delay;
3. the **Person Covered's** late arrival at the **Common Carrier** terminal after check-in or booking-in time (except for the late arrival due to strike or industrial action); and/or
4. strike, riot or industrial action which was publicly known at the time the **Person Covered** booked the **Trip** or participated in this **Certificate**; whichever is earlier.



**PART C: GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)**

We will not pay for claims:

1. directly or indirectly caused or resulting:
  - a. from any **Pre-Existing Condition**;
  - b. due to **Person Covered** travelling on, or against medical advice, or where the **Trip** is made solely for the purpose of obtaining treatment;
  - c. by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal or unlawful acts;
  - d. by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription;
  - e. directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related **Illness** including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
  - f. from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to bodily **Injury** as a direct result of an **Accident**; and/or
  - g. mental and nervous disorders, including insanity.
2. Directly or indirectly occasioned by, happening through, or in consequence of:
  - a. engaging in sports or games in a professional capacity or where **Person Covered** would or could earn income or remuneration from engaging in such sports or games; and/or
  - b. Accidents and sickness whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes and guides), rock climbing, and hiking/trekking in remote areas unless with licensed guides, pot-holing, and any activity involving the **Person Covered** being airborne (whether suspended or not) not limiting to parachuting, hand gliding, bungee jumping, sky diving, high diving, hot air balloon.
3. Arising from:
  - a. air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft;
  - b. any illegal activities, **Loss** resulting directly or indirectly from action taken by government authorities including confiscation, seizure, destruction and restriction;
  - c. **Loss** of or damage to hired or leased equipment; testing of any kind of conveyance;
  - d. employment on merchant vessels or as a manual labor; naval, military or air force service or operations, regular or temporary, military or police duties; overseas secondment as part of **Person Covered's** occupation; manual work in connection with any trade, employment or profession;
  - e. offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives;
  - f. survey of offshore installations or facilities under construction including survey from aerial conveyance;
  - g. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media;
  - h. ionizing radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
  - i. radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
  - j. consequential **Loss** or damage of any kind;
  - k. the **Person Covered's** direct participation in terrorist acts; and/or
  - l. any terrorism attack using substance of Nuclear, Biological and Chemical.

**PART D: GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS CERTIFICATE)**

The **Person Covered** must comply with the following conditions to have the full protection of the Coverage under this **Certificate**:

1. **Consumer Takaful Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this **Plan** wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make any misrepresentation in answering the questions when **You** apply for this **Plan**. **You** must answer the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** contract of Takaful, refusal or reduction of **Your** claim(s), change of the terms or termination of **Your** contract of Takaful. The above duty of disclosure shall continue until the time **Your** contract of Takaful is entered into, varied or renewed with **Us**. In addition to answering the questions when **You** apply for this **Plan**, **You** are 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 provided when **You** applied for this **Plan** is inaccurate or has changed.

2. **The Contract**

**Your Certificate** and **Schedule** shall be read together and any word or expression to which a specific meaning has been attached in any part of this certificate wording, **Schedule** and the **Endorsement** (if any) shall bear such meaning wherever it may appear.

3. **Observance**

**Our** liability shall be conditional upon the **Person Covered's** observance of the terms, conditions and limits set under this **Certificate** and the **Endorsement** (if any) attached to or issued pursuant to this **Certificate**.

4. **Reasonable Care**

The **Person Covered** shall act in a prudent manner and exercise reasonable care for the safety and supervision of his/her property as if not covered and to prevent any **Loss**, damage or **Accident**.

5. **Fraud**

If the **Person Covered**, or anyone acting for the **Person Covered**, makes a claim under this **Certificate** knowing the claim to be false or fraudulently inflated, **We** will not pay the claim and all cover under this **Certificate** will be forfeited.

6. **Cash Before Cover**

**You** must pay the **Contribution** before the coverage under this **Certificate** is effective.

7. **Cancellation**

Cancellation by **You**

Cancellation before departure of the **Trip** is allowed with full **Contribution** refund provided that no claim is made. However, no cancellation is allowed on or after the **Effective Date**.

Cancellation by **Us**

**We** may also cancel this **Certificate** by giving **You** fourteen (14) days notice in writing by registered post to **Your** last address known to **Us**.

8. **Alterations**

No changes to this **Certificate** will be valid unless approved, endorsed and signed by **Our** authorized officer.

9. **Determination of Age**

For any claim on **Child**, the **Person Covered's** age will be determined as at the date of **Injury** or **Illness** with reference to the birth date.

10. **Automatic Extension of Period of Takaful**

In the event of delay beyond the control of the **Person Covered** as a direct result of:

- a. an **Accident** or **Serious Illness** sustained by the **Person Covered**; and/or
- b. the scheduled **Common Carrier** in which the **Person Covered** is travelling being unavoidably delayed,

which occur during the **Period of Takaful** and preventing the completion of the return **Trip** before the expiry of the **Period of Takaful**, **We** shall extend the coverage for such period as is necessary for the completion of the **Trip**.

Provided that either one of the above events is admissible under this **Certificate** in the first instance, the **Period of Takaful** shall be automatically extended without additional **Contribution** for such period as is reasonably necessary for the completion of the **Trip**.

11. **Claims Notification, Procedure and Settlement**

If any **Accident, Illness or Loss** occurs which may give rise to a claim, the **Person Covered** must advise **Us** in writing as soon as possible but in any event not later than thirty (30) days after the expiry of this **Certificate** or upon return to Malaysia, whichever is earlier.

**We** shall be entitled to:

- a. request at the **Person Covered's** expense, or at the expense of any person representing the **Person Covered**, provide **Us** with medical report/certificates, information and other documents (including where necessary translation) as **We** may reasonably require;
- b. request an examination by a medical referee appointed by **Us** for a non-fatal **Injury**;
- c. the right to negotiate, settle or defend any such claim in the **Person Covered's** name and on the **Person Covered's** behalf;
- d. use any legal right of recovery **Person Covered** possesses;
- e. request an autopsy and/or post-mortem examination in the event of death due to an **Accident**; and/or
- f. choose to make payment or reinstate the lost property at **Our** option.

**Our** liability is limited solely to the payment of the benefits stipulated under this **Certificate**, the **Schedule** and/or the **Endorsement**. No liability is assumed by **Us**, for the availability, quality or results of any medical treatment or other service, or the **Person Covered's** failure to obtain any treatment or service covered by the terms and conditions under this **Certificate**.

12. **Payment of Benefits**

All benefit payments will be made to the **Person Covered**. In the event of the **Person Covered's** death, **We** shall pay the claims proceed to his/her named nominee(s) if applicable or to his/her estate. Upon payment, **We** will be fully discharged of **Our** liability under this **Certificate**.

All benefits payable under this **Certificate** are in Ringgit Malaysia.

13. **Duplication of Cover**

**We** will not pay any claim if any **Loss** or liability covered under this **Certificate** is also covered wholly or in part under any other Takaful/insurance except in respect of any excess beyond the amount which would have been covered under such other Takaful/insurance had this **Certificate** not been effected.

For avoidance of doubt, the **Person Covered** is only eligible for one cover under this **Certificate** in any one **Period of Takaful**. In the event of dual or multiple cover participated for the same risk, **We** reserve the right to pay for claims under any one of the certificates and forthwith cancel and refund to **You/Person Covered** (where applicable) the **Contribution(s)** paid in respect of the remaining certificate(s). Where the **Person Covered** has more than one **Certificate** with **Us** for different **Takaful** coverage, with overlapping benefits, claim(s) can only be made under one of the certificates (at the **Person Covered's** option) and there will be no refund or cancellation of other **Certificate(s)**.

**14. Right of Recovery**

In the event authorisation for payment and/or payment is made by **Us** or **Our** authorised service provider for a medical claim for which **Certificate** liability is not engaged, **We** or **Our** authorised service provider reserves the right to recover against **You/Person Covered** for the full sum which **We** or **Our** authorised service provider is liable to the medical institution to which the **Person Covered** was admitted.

**15. Distribution of Surplus**

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

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

**16. Automatic Termination**

The coverage provided to the **Person Covered** will automatically terminate when any one (1) of the following events occurs:

- a. immediately after an admission of hundred percent (100%) liability for a claim of accidental death and/or **Total Permanent Disablement** by the **Person Covered**;
- b. upon expiry of the **Period of Takaful**; and/or
- c. in the event of fraud involved the procurement of this **Certificate** or in deriving any benefits from this **Certificate** committed by the **Person Covered**.

**17. Arbitration**

If **We** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **Person Covered** (or **You**, where applicable) and **Us** in accordance with the law at the time. The **Person Covered** (and **You**, where applicable) may not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

**18. 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:

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

**19. Termination of the Certificate**

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

- a. upon cancellation of this **Certificate** by **You** before departure date;
- b. upon cancellation of this **Certificate** by **Us** before departure date;
- 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**;
- e. upon expiry of the **Period of Takaful**; and/or

If the termination is due to (a), (b) and (c), **We** will refund to **You** the **Contribution** (**Wakalah** fee and the **Tabarru'** portion) in full. If the termination is due to (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**.

20. **Personal Data Protection Act (PDPA)**

**You/Person Covered** may make inquiries or request for access to or correction of Personal Data or limit the processing of Personal Data at any time by submitting such inquiry or request to **Us** via email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). **We** will retain **Your/Person Covered** 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.

21. **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.

22. **Nomination**

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

23. **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**.

24. **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.



25. **Notice**  
Any correspondence, notice, request, instruction required by **Us** must be in writing, whether by written notice or via electronic means.
26. **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.
27. **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.
28. **Wakalah Fee**  
The **Wakalah** fee chargeable under this **Certificate** is forty-five percent (45%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.
29. **Customer Service Charter**  
**You** may visit **Our** website to know more about **Our** [Customer Service Charter](#).
30. **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.
31. **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**.
32. **Treatment of Small Payment Amounts**  
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.

## PART E: SCHEDULE OF BENEFITS

The amount of benefits stated in the Schedule of Benefits below is determined by the **Plan** that **You** have selected and stated in the **Schedule**:

Sections	Benefits	Sum Covered (RM)	
		Umrah Plan	Ziarah Plan
1	<b>PERSONAL ACCIDENT BENEFITS</b>		
A	Accidental Death	20,000 / adult 5,000 / child	20,000 / adult 5,000 / child
B	Accidental Total Permanent Disablement / Permanent Loss	20,000 / adult 5,000 / child	20,000 / adult 5,000 / child
C	Badal Hajj (death / Total Permanent Disablement)	2,000 / adult	2,000 / adult
D	Funeral Expenses (due to Accident)	1,000 / individual	1,000 / individual
2	<b>MEDICAL AND OTHER RELATED BENEFITS</b>		
A	Overseas Medical Expenses (due to Accident)	2,000 / adult 1,000 / child	5,000 / adult 2,500 / child
B	Medical Evacuation	2,000 / individual	2,000 / individual
C	Medically Supervised Repatriation	2,000 / individual	2,000 / individual
D	Repatriation of Mortal Remains	2,000 / individual	2,000 / individual
3	<b>TRAVEL INCONVENIENCE AND OTHER TRAVEL BENEFITS</b>		
A	Loss of Baggage	150 / individual 300 / family	150 / individual 300 / family
B	Loss of Travel Documents	300 / individual	300 / individual
C	Travel Delay	RM50 for every 8 hours (up to RM500)	RM50 for every 8 hours (up to RM500)



**PART F: 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)],  
27<sup>th</sup> 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](mailto:csu@takaful-malaysia.com.my)  
Website: [www.takaful-malaysia.com.my/en/](http://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 **Us** at [csu@takaful-malaysia.com.my](mailto: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 Ombudsman for Financial Services (OFS) or to BNMLINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** decision.

**Ombudsman for Financial Services (664393P)**

Level 14, Main Block, Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: 603 2272 2811  
Fax: 603 2272 1577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: [www.ofs.org.my](http://www.ofs.org.my)

**BNM Laman Informasi Nasihat dan Khidmat (LINK)**

Ground Floor, Blok D, Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Tel: 1-300-88-5465 (LINK)  
Fax: 03-2174 1515  
Webform Address: [eLINK \(bnm.gov.my\)](http://eLINK(bnm.gov.my))

## PART G: DOCUMENTS REQUIRED TO PROCESS CLAIM

To process any claim under this **Certificate**, **We** require the claimant to submit supporting documents which are listed under Part G of this **Certificate**. However, it is hereby clarified that the documents listed under Part G are non-exhaustive and where necessary, **We** reserve the right to request for additional documents, information, confirmation, certification etc. to process a claim.

Sections	Types of Claim	Document(s) Required
	All claims	(a) Duly completed and signed Claim Form (b) Copy of Takaful Schedule (if any) (c) Travel ticket and/or boarding pass (d) Copy of identity card of deceased and/or claimant (e) Copy of Valid Umrah visa
Plus the followings where applicable		
1	Personal Accident	(a) Medical report (b) Death certificate (c) Post mortem report (d) Police report (e) Children's certificate of birth (f) Photographs showing the extent of injury (for claim on Permanent Loss or Total Permanent Disablement only) (g) Driving license
2	(a) Overseas Medical Expenses	(a) Medical report from the attending doctor abroad (b) Original medical invoices and receipts for all amount claimed (Itemized)
	(b) Medical Evacuation; (c) Medically Supervised Repatriation; (d) Repatriation of Mortal Remains	(a) Medical report (b) Original receipts incurred for the evacuation and repatriation.
3	(a) Loss of Baggage	(a) Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase (b) Police report detailing the circumstances and list of items stolen (c) If in the custody of 3rd party i.e. carrier, transporter, hotel etc., obtain a written report from them on the incident and write an official complaint holding them responsible for the In-Patient
	(b) Loss of Travel Documents;	(a) Police report detailing the circumstances and list of items stolen (b) Original receipts for additional costs incurred in replacing lost travel documents
	(c) Travel Delay	(a) A written confirmation from the carrier concerned confirming the duration of the delay and the reasons thereof