



**Participant** : **Etiqa Family Takaful Berhad (EFTB)**

**Master Certificate No.** : **OKU0000001**

**Certificate** : **i-Care OKU**

**Effective Date** : **< Date >**

In participation into i-Care OKU with the Participant (as defined herein), We, Etiqa Family Takaful Berhad, as the Takaful Operator, hereby agree to pay the Benefits from the Participants' Risk Fund under this Master Certificate in respect of each of the Person Covered, in accordance with and subject to the provisions of this Master Certificate.

**IN WITNESS WHEREOF, the Takaful Operator has executed this Master Certificate and it is to be effective in accordance with the terms and conditions contained herein.**

-----  
ZAFRI AB HALIM  
Chief Executive Officer  
Etiqa Family Takaful Berhad

It is important that this Master Certificate is carefully read and returned to Us at Our Head Office should any correction be necessary.

## GENERAL DEFINITIONS

This section identifies and defines phrases, words or abbreviations which are common throughout the Master Certificate and Certificate of Takaful. These definitions are identified in upper case. Where these definitions are provided in the singular form, the interpretation will include the plural form, and vice versa according to the context.

Common Phrase, Word or Abbreviation	Definition
<b>Accidental Death</b>	Death due to a sudden, violent, unforeseen and unplanned event that is external and visible in nature.
<b>Accident</b>	A sudden, unforeseen and unplanned event that results in bodily injury.
<b>Arbitrator</b>	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
<b>Bank Negara Malaysia, or BNM</b>	The government body in Malaysia responsible for primary regulation of Takaful operators. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by Takaful operators.
<b>Certificate of Takaful</b>	The document and any subsequent Endorsements, identified as the Certificate of Takaful for the Person Covered, based on the application form and any additional information requested by Us and provided to Us.
<b>Claimant</b>	The Person Covered, or the Nominee of the Person Covered's estate, who is entitled to claim the Takaful Benefits under the Certificate of Takaful, according to the terms and conditions of the Master Certificate.
<b>Commencement Date</b>	The earliest date at which the Person Covered is eligible for Takaful Benefits according to the terms and conditions of the Master Certificate. The Commencement Date is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Conditional Hibah</b>	Hibah is a transfer of ownership of an asset from one party to another without any consideration or reward. In relation to payment of Takaful Benefits, Conditional Hibah is a transfer of ownership of the Takaful Benefits payable to the beneficiary upon the death of the Person Covered, while the Certificate of Takaful remains In Force.
<b>Contribution</b>	The amount of money paid to Us, based on the basis of Tabarru' according to the terms and conditions of the Master Certificate. The Contribution is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Cover Period</b>	The period between Commencement Date and Expiry Date. The Cover Period is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Diagnosis</b>	The definite conclusion that is arrived at after a careful medical assessment of all the available clinical, radiological, laboratory and histological evidence that is required by Us.
<b>Doctor or Physician</b>	Doctor or Physician shall mean a medical practitioner: <ol style="list-style-type: none"> <li>1) Licensed or registered to practice western medicine;</li> <li>2) Who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice where the Medical Service is provided; and</li> <li>3) Who is not the Person Covered or Participant.</li> </ol>
<b>Effective Date</b>	The date provided in the Master Certificate as the Effective Date.
<b>Endorsement</b>	A change to the Master Certificate and/or Certificate of Takaful. The Endorsement will be notified or issued by Us to Person Covered.
<b>Expiry Date</b>	The latest date at which the Person Covered is no longer eligible to Takaful Benefits according to the terms and conditions of the Master Certificate. The Expiry Date is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Free Look Period</b>	This is the period of fifteen (15) days, from when the Certificate of Takaful has been received by the Person Covered.
<b>Hospital</b>	A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for: <ol style="list-style-type: none"> <li>1) 24-hour nursing services by registered and graduate nurses;</li> <li>2) Diagnostic and major surgery; and</li> </ol>

	<p>3) Under the supervision of a Physician. A Hospital is expressly NOT:</p> <ol style="list-style-type: none"> <li>1) Primarily a clinic;</li> <li>2) A convalescent, nursing or rest home;</li> <li>3) A rehabilitation centre for alcoholics or drug addicts; or</li> <li>4) A home for the elderly or infirmed.</li> </ol>
<b>In Force</b>	<p>A state of the Certificate of Takaful reflecting eligibility of a Person Covered to Takaful Benefits according to the terms and conditions of the Master Certificate. A Certificate of Takaful has the status In Force if:</p> <ol style="list-style-type: none"> <li>1) The Person Covered is alive;</li> <li>2) The Certificate of Takaful has been issued according to the terms and conditions of the Master Certificate;</li> <li>3) The Certificate of Takaful has not been terminated or voided by notice, according to the terms and conditions of the Master Certificate; and</li> <li>4) The Expiry Date has not been reached.</li> </ol>
<b>Issue Date</b>	<p>The date that the Certificate of Takaful was issued by Us. The Issue Date is specific to each Person Covered and is provided in the Certificate of Takaful.</p>
<b>Ju'alah</b>	<p>An Arabic word that means wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed.</p> <p>In relation to this contract of Takaful, it refers to the basis of distribution of surplus from the Participants' Risk Fund which is agreed between Us and the Person Covered.</p>
<b>Master Certificate</b>	<p>The document and any subsequent endorsements, which are identified as the Master Certificate.</p>
<b>Material Information</b>	<p>Any information, reports, answers, and disclosures provided by the Person Covered, or a third party on behalf of the Person Covered, which is:</p> <ol style="list-style-type: none"> <li>1) In respect of the Person Covered; and</li> <li>2) Is provided prior to the Issue Date.</li> </ol>
<b>Nominee</b>	<p>The person that Person Covered has nominated to receive the Takaful Benefit payable under the Certificate of Takaful upon the death of the Person Covered. The nomination must be registered with Us.</p>
<b>Ombudsman for Financial Services, OFS</b>	<p>An independent body set up to help settle disputes between the Claimant and Us, as an alternative to the courts.</p>
<b>Participants' Risk Fund, or PRF</b>	<p>The account where the Tabarru' portion of the Contribution is placed for the purpose of meeting Takaful Benefits which have been identified in the terms and conditions of the Certificate of Takaful/Master Certificate. The PRF is collectively owned by a pool of Takaful Participants and/or Persons Covered (where applicable).</p>
<b>Participant, You, or Your</b>	<p>Etiqa Family Takaful Berhad or person named as the Participant in the Master Certificate and Certificate of Takaful.</p>
<b>Person Covered</b>	<p>The Person Covered who is identified in the Certificate of Takaful as the person being covered under the Certificate of Takaful.</p>
<b>Personal Data</b>	<p>Shall have the same meaning ascribed to it as under section 4 of the Personal Data Protection Act 2010. Personal Data refers to the information, reports, answers, and disclosures provided by the Person Covered, or a third party on behalf of the Person Covered, which is in respect of the Person Covered.</p> <p>Personal Data does not include information, reports, answers, and disclosures which are in the public domain.</p>
<b>Pre-existing Condition</b>	<p>A Pre-existing Condition is a condition, disease or injury, where at or prior to the Commencement Date of the Certificate of Takaful:</p> <ol style="list-style-type: none"> <li>1) The Person Covered had received or is receiving treatment;</li> <li>2) The Person Covered has been recommended to obtain medical advice, Diagnosis, care or treatment;</li> <li>3) The Person Covered would have been aware of clear and distinct symptoms; or</li> </ol>

	4) The condition, disease, or injury or symptoms would have been apparent to a reasonable person.
<b>Qard</b>	Qard, in the context of this Certificate of Takaful, means an interest-free loan which is given by the Takaful Operator to the Participants' Risk Fund when it becomes insufficient to fulfil its Takaful obligation. The loan will be paid by the future surpluses from the Participants' Risk Fund.
<b>Sane</b>	A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person: 1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and 2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.
<b>Sum Covered</b>	The Sum Covered is used to determine the amount of Takaful Benefit payable. The Sum Covered is provided in the Certificate of Takaful.
<b>Tabarru'</b>	Tabarru' is an Arabic word that means donation, gift or Contributions. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the PRF.
<b>Takaful</b>	An Arabic word that means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Persons Covered agree to assist each other financially in case of certain defined needs.
<b>Takaful Benefit, or Benefit</b>	The collective name for the payments made according to the terms and conditions of the Takaful Benefits section of the Master Certificate. The Takaful Benefits are specific to each Person Covered.
<b>Wakalah</b>	Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of this Certificate, this means Persons Covered have appointed Us to invest and manage the Participants' Risk Fund on Persons Covered behalf. Persons Covered have also authorized Us to delegate Our rights, duties and obligations to any third party as We deem fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards Persons Covered.
<b>Wakalah Fee</b>	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificates and PRF The Wakalah fee is thirty percent (30%) of the yearly Contribution for each Certificate of Takaful.
<b>We (Our, Us, the Takaful Operator)</b>	Etiqa Family Takaful Berhad.

## GENERAL TERMS AND CONDITIONS

<b>Contract Basis</b>	The Master Certificate, Certificate of Takaful, and Endorsements, if any, are evidence of the contract between the Participant and Us. The application made to Us, and such additional information disclosed to Us in connection with this Takaful coverage shall form part of this contract.
<b>Headings</b>	Unless indicated otherwise, headings and tables within the Master Certificate are inserted for convenience only, and shall not affect the interpretation of the Master Certificate.
<b>How to contact Us</b>	If the Person Covered need to contact Us, have any questions relating to the Master Certificate and/or Certificate of Takaful, or have a request to change the contents of the Master Certificate and/or Certificate of Takaful, please write to Our postal address at Etiqa Family Takaful Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etiqa.com.my, or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.
<b>Currency for all payments</b>	All payments under the Master Certificate and/or Certificate of Takaful shall be made in the legal currency of Malaysia.
<b>Applicable law</b>	The Master Certificate and/or Certificate of Takaful shall be interpreted and governed by the legislation of Malaysia.
<b>Changes in Taxation, Regulations and Legislation</b>	We may vary the terms of the Master Certificate and/or Certificate of Takaful if there are changes in taxation, regulations or legislation that affect this Master Certificate and/or Certificate of Takaful. We shall notify the Person Covered in writing when terms in this Master Certificate and/or Certificate of Takaful need to be changed.

<b>Sanction limitation and exclusion clause</b>	This Master Certificate and/or Certificate of Takaful shall not provide cover and the Takaful Operator shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose the Takaful Operator to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states, and/or any other applicable economic or trade sanction laws or regulations. We may terminate this Master Certificate and/or Certificate of Takaful with immediate effect and shall not thereafter be required to transact any business with Person Covered in connection with this Master Certificate and/or Certificate of Takaful.
---	---

## GENERAL RIGHTS AND OBLIGATIONS

<b>Conditions precedent to rights</b>	The Persons Covered due observance and fulfilment of the terms and conditions of the Master Certificate shall be conditions precedent to their rights under the Master Certificate.
<b>Right to terminate the Master Certificate</b>	<p>We may give notice to terminate the Master Certificate for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the effective date of notice.</p> <p>In the event that notice of termination is served, any Certificates of Takaful which are In Force prior to the effective date of the notice, will continue to be subject to the terms and conditions of the Master Certificate. No new Certificates of Takaful are issued after the effective date of notice.</p> <p>Once notice is effective, the Master Certificate will continue until no more Certificates of Takaful are In Force. Termination of the Master Certificate will then be immediate.</p>
<b>Right to terminate the Certificate of Takaful</b>	<p>The Person Covered has the right to terminate the Certificate of Takaful, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period, We will cancel the Certificate of Takaful and refund the Contribution received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate of Takaful will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Person Covered may only receive PRF surplus, if any.</p> <p>In the event of unsuccessful Contribution payment to Us for the Certificate of Takaful, We shall have the right to void that Certificate of Takaful from the day the application was accepted.</p>
<b>Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism</b>	If We discover, or have justified suspicion, that the Master Certificate and/or Certificate of Takaful is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Master Certificate and/or respective Certificate of Takaful immediately. We shall deal with all Contributions paid and all Benefits or sums payable in respect of the Certificate of Takaful in accordance with any applicable laws.
<b>Obligation to correct mistakes and errors</b>	We shall correct any mistake or error made in the Master Certificate and/or a Certificate of Takaful as soon as We are aware of, or are informed of such mistake or error. Our correction will be made via an Endorsement to the Master Certificate, or the Certificate of Takaful, and will be valid from the Effective Date of the Endorsement.
<b>Rights and obligations under the principles of Takaful</b>	<p>The Takaful Benefits and Contribution are paid in accordance with Tabarru' and the terms and conditions of the Master Certificate.</p> <p>We have the right to charge a Wakalah Fee as Takaful Operator, which will be deducted from each Contribution received by Us.</p> <p>We have the obligation to invest the PRF according to the principles of Shariah.</p>
<b>Right to change Contributions</b>	The Contribution rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to Person Covered. Changes to the Contribution rates or terms will only impact Certificates of Takaful with a Commencement Date after the notice effective date.
<b>Data protection obligations and rights</b>	<p>We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the Persons Covered, as the context may require, to:</p> <ol style="list-style-type: none"> <li>1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;</li> <li>2) Other entities within the Maybank Group;</li> <li>3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities;</li> </ol>

	<p>4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators);</p> <p>5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA);</p> <p>6) Our merchants and strategic partners;or</p> <p>7) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.</p> <p>The Persons Covered will keep Us updated in respect of all such Personal Data as soon as is practicable.</p> <p>We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.</p> <p>We may from time to time request that the Persons Covered provide other Personal Data required for the purposes of the Master Certificate and/or Certificate of Takaful.</p> <p>Prior to providing Us with the Personal Data of any individual, the Persons Covered providing the Personal Data, must inform that individual of Our privacy notice.</p> <p>For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1-300-13-8888, or refer to Our website at <a href="http://www.etiqa.com.my">www.etiqa.com.my</a>.</p>
<b>Obligation to take reasonable care and not to misrepresent</b>	<p>It is the duty of the Person Covered to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures, when:</p> <ol style="list-style-type: none"> <li>1) Making an application,</li> <li>2) If varying the Master Certificate and/or Certificate of Takaful, and</li> <li>3) If required by Us to confirm answers or declarations previously provided.</li> </ol> <p>This duty shall continue until the Effective Date of Master Certificate or the Commencement Date of Certificate of Takaful, or the effective date of a subsequent variation.</p>
<b>Non-disclosure or misrepresentation of Material Information</b>	<p>In the event that We terminate this Master Certificate and/or Certificate of Takaful due to misrepresentation or non-disclosure of Material Information, the remedies of the Islamic Financial Service Act 2013 will apply.</p>
<b>Right to challenge a Certificate of Takaful</b>	<p>We have the right to challenge a Certificate of Takaful for misrepresentation, if We are able to show that the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to our refusal to issue the Certificate of Takaful, or would have led Us to impose terms and conditions less favourable than those imposed in the Master Certificate.</p> <p>In the event that We identify misrepresentation for that Certificate of Takaful, the Certificate of Takaful of that Person Covered may be terminated or voided, claims for Takaful Benefits refused, or the terms and conditions applicable to the Person Covered changed in the Certificate of Takaful.</p>
<b>Right to adjust terms for misstatement of age or sex</b>	<p>If the age or sex of the Person Covered has been misstated, resulting in a shortage of Contribution, the Sum Covered for that Person Covered will be reduced based on the amount that corresponds to the correct age and sex.</p> <p>If the misstatement of age or sex of the Person Covered resulted in an excess of Contribution, then We shall refund the excess to the Person Covered.</p> <p>The adjustment to Sum Covered or the refund will be based on Our Contribution rates in effect at the Commencement Date.</p>
<b>Right to waiver and non-waiver of rights</b>	<p>A delay or failure by Us to exercise or enforce any rights under the Master Certificate and/or Certificate of Takaful, shall not be deemed as a waiver of any such rights, or termination of those rights. Waiver of any right by Us shall be valid when confirmed in writing.</p>



<b>Right to nominate Takaful Benefit</b>	<p>The Person Covered may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Person Covered's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> <li>1) At the time of application; or</li> <li>2) By notifying Us in writing, at any time after the issuance of the Certificate of Takaful.</li> </ol> <p>The Person Covered may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Person Covered, We shall pay the executor or beneficiary in equal shares.</p> <p>A nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Person Covered to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Person Covered or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability in respect of that Person Covered.</p>
<b>Right to revoke a nomination</b>	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> <li>1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Person Covered's lifetime;</li> <li>2) By a notice in writing from the Person Covered to Us; or</li> <li>3) By any subsequent nomination by the Person Covered to Us.</li> </ol> <p>Subject to the above, a Nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Where there is more than one Nominee, and any particular Nominee who is nominated as a beneficiary under Conditional Hibah predeceases the Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Person Covered to the estate of the deceased Person Covered, unless the Person Covered has made a subsequent nomination in place of the deceased Nominee.</p>
<b>No rights of third parties</b>	<p>Nothing in the Master Certificate and/or Certificate of Takaful is intended to grant any right to any third party, to enforce any term of the Master Certificate and/or Certificate of Takaful, or to confer any third party any Benefits under the Master Certificate and/or Certificate of Takaful.</p> <p>There is no liability under the Master Certificate and/or Certificate of Takaful, or by Us, to a third party in respect of any other liabilities.</p>
<b>Medical examination</b>	<p>We shall have the right and opportunity to examine the Person Covered as and when it may reasonably require during the claim assessment.</p>

## TAKAFUL BENEFITS

<b>The claim process and how to make a claim</b>	<p>The Claimant must notify Us of a claim for any Takaful Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Person Covered's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Takaful Benefit according to the terms and conditions of the Master Certificate.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Takaful Benefits according to the terms and conditions of the Master Certificate. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Certificate.</p>
--	--

## (I) DEATH BENEFIT

<b>Benefit payable on death Benefit</b>	While the Certificate of Takaful is In Force, upon death of the Person Covered, the following is payable: <ol style="list-style-type: none"> <li>1) Sum Covered; and</li> <li>2) PRF surplus for the Certificate of Takaful, if any.</li> </ol> subject to restrictions and adjustments applicable to the death Benefit.
<b>Restrictions and adjustments to the death Benefit</b>	The restrictions applicable to the death Benefit are as follows: <ol style="list-style-type: none"> <li>1) Death must occur whilst the Certificate of Takaful of the Person Covered is In Force;</li> <li>2) On death directly or indirectly due to suicide while Sane, the death Benefit is total Contribution paid.</li> <li>3) On death directly or indirectly due to suicide while insane, the death Benefit is the Sum Covered and PRF surplus for the Certificate of Takaful, if any.</li> </ol>
<b>Notification timeframe for death claims</b>	We must be notified of a death claim by the Claimant within thirty (30) days from the date of death.  Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible
<b>Documents supporting a death claim</b>	A claim form will be provided to the Claimant when they notify Us of a claim for the death Benefit. The Claimant must complete the claim form, and provide proof of age of the Person Covered such as copy of their identity card or passport, the death certificate, and any additional documentation, within thirty (30) days of notification.
<b>Settlement terms for death Benefit</b>	The death Benefit is payable according to the shares specified to the executor or beneficiary, where they have been nominated to receive the Takaful Benefits.  On payment of the death Benefit, We are discharged from any further liability in respect of that Person Covered.

## (II) ACCIDENTAL DEATH BENEFIT

<b>Benefit payable on accidental death Benefit</b>	While the Certificate of Takaful is In Force, upon Accidental Death of the Person Covered, an additional one hundred percent (100%) of Sum Covered is payable, on top of the death Benefit.  The Accidental Death Benefit payable is subject to the restrictions and adjustments applicable to the Accidental Death Benefit.
<b>Restrictions and adjustments to the accidental death Benefit</b>	The restrictions and adjustments applicable to the Accidental Death Benefit are as follows: <ol style="list-style-type: none"> <li>1) Accidental Death must have occurred whilst the Certificate of Takaful is In Force; and</li> <li>2) No Benefit is payable if Accidental Death occurs on or after the Person Covered has attained sixty-ninth (69<sup>th</sup>) birthday.</li> </ol>
<b>Accidental death Benefit exclusions</b>	No benefit is payable on Accidental Death occurring due to the following direct or indirect events or conditions: <ol style="list-style-type: none"> <li>1) Intentional self-inflicted death or suicide, while Sane;</li> </ol>



	<ol style="list-style-type: none"> <li>2) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion;</li> <li>3) Participation in dangerous or hazardous sport or activities such as (but not limited to) horse riding, water sports (except non-motorized sailing craft and swimming), hunting, racing (except foot racing), mountaineering, potholing or caving, and winter sports;</li> <li>4) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning;</li> <li>5) War (whether declared or not), revolution, attack by a foreign country, or invasion;</li> <li>6) Consumption of alcohol, non-prescribed or illegal drugs or narcotics;</li> <li>7) Physical and violent provocation by the Person Covered, leading to a similar response that leads to death;</li> <li>8) Inhalation of poison, gas or fumes whether, voluntarily or involuntarily taken;</li> <li>9) Radioactive contamination arising from fuel, weapons, waste or processing; or</li> <li>10) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).</li> </ol>
--	---

### (III) ACCIDENTAL MEDICAL REIMBURSEMENT BENEFIT

<p><b>Benefit payable on accidental medical reimbursement Benefit</b></p>	<p>While the Certificate of Takaful still In Force, if the Person Covered is hospitalised or undergoes surgery or treatment due to an Accident, We shall reimburse Person Covered the medically necessary and reasonable medical expenses incurred to treat the injuries resulting from Accident, subject to the Benefit payment limit set out in the schedule of Benefit below.</p> <table border="1" data-bbox="432 913 1453 1070"> <thead> <tr> <th>Benefit</th> <th>Plan 1 (RM)</th> <th>Plan 2 (RM)</th> <th>Plan 3 (RM)</th> </tr> </thead> <tbody> <tr> <td><b>Accidental Medical Reimbursement Benefit</b> (per Certificate year)</td> <td>200</td> <td>300</td> <td>400</td> </tr> </tbody> </table> <p>Multiple claims are allowed per Certificate year. The maximum aggregate claim amount payable is the chosen plan of this Benefit, throughout the Certificate's term.</p> <p>Payment of this Benefit will not terminate the Certificate of Takaful. Upon full payment of this Benefit, We are discharged from any liability under this Benefit in respect of that Person Covered.</p>	Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	<b>Accidental Medical Reimbursement Benefit</b> (per Certificate year)	200	300	400
Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)						
<b>Accidental Medical Reimbursement Benefit</b> (per Certificate year)	200	300	400						
<p><b>Conditions for Benefit to be payable</b></p>	<p>This Benefit shall only be payable provided:</p> <ol style="list-style-type: none"> <li>1) The medical treatment is given by a qualified Physician; and</li> <li>2) In the event of outpatient (clinic, Hospital, or medical centre) or hospitalised at least six (6) consecutive hours; and</li> <li>3) The aggregate Benefits paid have not exceeded the amount of the Benefit, in respect of the Person Covered, as stated in the schedule of Benefit.</li> </ol>								
<p><b>Accidental medical reimbursement Benefit exclusions</b></p>	<p>This Benefit does not cover any medical claims arising from Accidents due to:</p> <ol style="list-style-type: none"> <li>1) Intentional self-inflicted injury, or attempted suicide, while Sane;</li> <li>2) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion;</li> <li>3) Participation in dangerous or hazardous sport or activities such as (but not limited to) horse riding, water sports (except non-motorized sailing craft and swimming), hunting, racing (except foot racing), mountaineering, potholing or caving, and winter sports;</li> <li>4) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning;</li> <li>5) War (whether declared or not), revolution, attack by a foreign country, or invasion;</li> <li>6) Consumption of alcohol, non-prescribed or illegal drugs or narcotics;</li> <li>7) Physical and violent provocation by the Person Covered, leading to a similar response that leads to injury;</li> <li>8) Inhalation of poison, gas or fumes whether, voluntarily or involuntarily taken;</li> <li>9) Radioactive contamination arising from fuel, weapons, waste or processing; or</li> <li>10) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).</li> </ol>								
<p><b>Notice of claim</b></p>	<p>Person Covered must provide Us with written notice of claim within thirty days (30) from the date of discharge.</p>								

	Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.
--	---

#### (IV) DAILY HOSPITAL ALLOWANCE BENEFIT

<b>Benefit payable on daily hospital allowance Benefit</b>	<p>While the Certificate of Takaful is In Force, in the event that the Person Covered is hospitalised due to an Accident or illness, We shall pay the Benefit as shown in the schedule of Benefit below. The Benefit is payable on daily basis, claimable up to a maximum of sixty (60) days per Certificate year.</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th style="width: 50%;">Benefit</th> <th style="width: 16.6%;">Plan 1 (RM)</th> <th style="width: 16.6%;">Plan 2 (RM)</th> <th style="width: 16.6%;">Plan 3 (RM)</th> </tr> </thead> <tbody> <tr> <td><b>Daily Hospital Allowance Benefit</b> (Maximum 60 days per Certificate year)</td> <td>35 per day</td> <td>45 per day</td> <td>55 per day</td> </tr> </tbody> </table> <p>Payment of the Benefit will not terminate the Certificate of Takaful. Upon full payment of this Benefit, We are discharged from any liability under this Benefit in respect of that Person Covered.</p>	Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	<b>Daily Hospital Allowance Benefit</b> (Maximum 60 days per Certificate year)	35 per day	45 per day	55 per day
Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)						
<b>Daily Hospital Allowance Benefit</b> (Maximum 60 days per Certificate year)	35 per day	45 per day	55 per day						
<b>Conditions for benefit to be payable</b>	<p>The Benefit under the Certificate of Takaful shall only be payable if the Person Covered is hospitalised in a licensed medical centre or Hospital, provided that:</p> <ol style="list-style-type: none"> <li>1) The Person Covered is hospitalised for at least six (6) consecutive hours; and</li> <li>2) The aggregate Benefit paid under the Certificate of Takaful in respect of any Accident or illness have not exceeded the maximum period of sixty (60) days per Certificate.</li> </ol>								
<b>Daily hospital allowance Benefit exclusions</b>	<p>This Benefit does not cover any claims arising from Accidents or illnesses due to:</p> <ol style="list-style-type: none"> <li>1) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion;</li> <li>2) War (whether declared or not), revolution, attack by a foreign country, or invasion;</li> <li>3) Participation in dangerous or hazardous sport or activities such as (but not limited to) horse riding, water sports (except non-motorized sailing craft and swimming), hunting, racing (except foot racing), mountaineering, potholing or caving, and winter sports;</li> <li>4) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning;</li> <li>5) Intentional self-inflicted injury or attempted suicide, while Sane;</li> <li>6) Consumption of alcohol, non-prescribed or illegal drugs or narcotics;</li> <li>7) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS);</li> <li>8) Physical and violent provocation by the Person Covered, leading to a similar response that leads to injury;</li> <li>9) Hospital confinements within 30 days from the Certificate of Takaful Issue Date, unless due to an Accident;</li> <li>10) Plastic/cosmetic, investigative, diagnostic, preventative, non-medically necessary or elective treatments or procedures;</li> <li>11) Eye treatments, procedure, or tests including but not limited to refraction or surgical correction of near-sightedness (Radial Keratotomy);</li> <li>12) Treatment of mental illness and psychiatric disorders, self-inflicted injury, attempted suicide, abuse of alcohol, and drug addiction and routine medical examinations or consultations;</li> <li>13) Dental treatment, procedures, or tests, except as necessitated by Accident to sound natural teeth occurring wholly during the Certificate term;</li> <li>14) Organ and tissue donation, and treatments or procedures for snoring, sleep disorders, obesity and weight gain;</li> <li>15) Procedures, treatments or tests related to pregnancy, childbirth (including surgical delivery), miscarriage, abortion, prenatal or postnatal care, infertility, hormone replacement therapy, contraception, sterilization, birth defects, congenital or hereditary illness or conditions, erectile dysfunction and circumcision; or</li> <li>16) Pre-existing Condition.</li> </ol>								
<b>Notice of claim</b>	Person Covered must provide Us with written notice of claim within thirty days (30) from the date of discharge.								

	Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.
--	---

## (V) SPECIAL CARE BENEFIT

<b>Benefit payable on special care Benefit</b>	<p>While the Certificate of Takaful is In Force, We shall pay a lump sum based on the plan chosen, if the Person Covered is diagnosed with any of the following communicable diseases and hospitalised within Malaysia for at least six (6) consecutive hours:</p> <ol style="list-style-type: none"> <li>1) COVID-19;</li> <li>2) Dengue; or</li> <li>3) Any communicable diseases that require quarantine by law.</li> </ol> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th style="width: 45%;">Benefit</th> <th style="width: 15%;">Plan 1 (RM)</th> <th style="width: 15%;">Plan 2 (RM)</th> <th style="width: 25%;">Plan 3 (RM)</th> </tr> </thead> <tbody> <tr> <td><b>Special Care Benefit</b> (per Certificate year)</td> <td>200</td> <td>300</td> <td>400</td> </tr> </tbody> </table> <p>This Benefit is payable once per Certificate year per Person Covered under the Certificate of Takaful. Upon full payment of this Benefit, We are discharged from any liability under this Benefit in respect of that Person Covered.</p>	Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)	<b>Special Care Benefit</b> (per Certificate year)	200	300	400
Benefit	Plan 1 (RM)	Plan 2 (RM)	Plan 3 (RM)						
<b>Special Care Benefit</b> (per Certificate year)	200	300	400						
<b>Special care Benefit exclusions</b>	<p>We shall not pay any special care Benefit if the condition of the communicable disease is caused directly or indirectly by, or coexist with any of the following events that:</p> <ol style="list-style-type: none"> <li>1) the symptoms of any of the communicable diseases are manifested prior to or within the first sixty (60) days of continuous cover from the Certificate of Takaful Issue Date.</li> <li>2) the communicable diseases arise directly or indirectly from any Pre-existing Conditions;</li> <li>3) the history of drug, substance or alcohol abuse of the Person Covered;</li> <li>4) war (whether declared or not), revolution, attack by a foreign country, or invasion; or</li> <li>5) the presence of Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).</li> </ol>								
<b>Notice of claim</b>	<p>Person Covered must provide Us with written notice of claim within thirty days (30) from the date of Diagnosis.</p> <p>Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.</p>								

## DEFINITION OF COMMUNICABLE DISEASE

<b>COVID-19</b>	<p>In the presence of active respiratory symptoms and definitive Diagnosis of SARS-CoV-2 as confirmed by the following validated test in a reference laboratory and certified by a specialist and requiring Hospitalisation or quarantine at any quarantine centre appointed by the Ministry of Health (MOH) of Malaysia, for at least six (6) consecutive hours.</p> <p>A positive detection of SARS-CoV-2 RNA via Reverse Transcriptase Polymerase Chain Reaction (RT-PCR) assay validated by the Centers for Disease Control and Prevention (CDC), with confirmation in a reference laboratory.</p>
<b>Dengue</b>	<p>Acute onset of high grade fever or associated with two or more of the following: headache, retro-orbital pain, myalgia, arthralgia, rash and mild haemorrhagic manifestation (epistaxis, gums bleeding and petechiae).</p> <p>Diagnosis by attending Doctor and/or standard dengue laboratory test results required for confirmation.</p>
<b>Any communicable diseases that require quarantine by law</b>	<p>Diseases that are caused by microorganisms such as bacteria, viruses, parasites and fungi that can be spread, directly or indirectly, from one person to another, transmitted through bites from insects or animals, or caused by ingesting contaminated food or water.</p> <p>Diagnosis of the disease must be confirmed by a validated test in a reference laboratory and certified by a specialist and requires the Person Covered to undergo a compulsory quarantine by the law of Malaysia. The Person Covered is required to be hospitalised within Malaysia, or undergo quarantine at any quarantine centre appointed by the Ministry of Health (MOH) of Malaysia, for at least six (6) consecutive hours.</p>

## (VI) FUNERAL EXPENSES BENEFIT

<b>Benefit payable on funeral expenses Benefit</b>	While the Certificate of Takaful is In Force, upon death of the Person Covered, a lump sum of Two Thousand Malaysian Ringgit (RM2,000) is payable.
--	--

## (VII) SURPLUS DISTRIBUTION

<b>Allocation of Contributions</b>	The Contribution, after deduction of Wakalah Fee, shall be allocated to the PRF.
<b>Distribution of PRF Surplus</b>	<p>Surplus arising from the PRF, and the amount to be distributed will be determined yearly. Any distribution of PRF surplus makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah committee. Pursuant to the authorization given to Us by You and Person Covered and the rest of the Participants and Person Covered, We will manage the PRF in accordance with Shariah requirement and in a manner that preserves the interest of the Participants and Person Covered. We have the full discretion to conduct and determine any actions deemed necessary for the benefits of all Participants and Persons Covered and the PRF, including but not limited to investing, and/or securing adequate retakaful, subject to Our Shariah committee's approval and other regulatory requirements.</p> <p>In the event of any deficit in the PRF or the PRF is insufficient to meet the Takaful obligations, there will be no distribution of PRF surplus for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the PRF is still in deficit, a Qard will be arranged provided that the insufficiency is not due to Takaful Operator's negligence. The Qard will be carried forward to the following financial year and any surplus emerging thereafter will be used to pay off the Qard. If the insufficiency is due to Takaful Operator's negligence, Takaful Operator will make the outright transfer for the insufficiency.</p>
<b>Settlement terms for surplus distribution</b>	The distributable portion of any PRF surplus will be distributed yearly by Us, is fifty percent (50%) paid to Us for operating and managing the PRF, based on the contract of Ju'alah, and the remaining fifty percent (50%) shared amongst Persons Covered whose Certificates are In Force, and who have not made any claim to Takaful Benefits within the financial year.

## COMPLAINTS AND DISPUTE RESOLUTION

<b>How to complain to Us</b>	If a Claimant is not satisfied with Our service under the Master Certificate and/or Certificate of Takaful, please write to Our postal address: Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03 – 2297 1919; or e-mail at <a href="mailto:complaint_cmu@etiqa.com.my">complaint_cmu@etiqa.com.my</a> . Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).
<b>How to complain to the government regulator</b>	<p>If a Claimant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Master Certificate and/or Certificate of Takaful number, and any correspondence between the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; or by facsimile to 03–2174 1515; or e-mail at <a href="mailto:bnmlink@bnm.gov.my">bnmlink@bnm.gov.my</a>. The BNM telephone number is 1- 300-88-5465.</p>

<p><b>How to settle a dispute through mediation</b></p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant, in the event that the Claimant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a></p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at <a href="http://www.ofs.org.my">www.ofs.org.my</a>.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p><b>How to settle a dispute through arbitration</b></p>	<p>If a Claimant disputes a decision We have made relating to the Master Certificate and/or Certificate of Takaful, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant and We shall mutually agree to appoint a single Arbitrator. If the Claimant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant and Us.</p>