

ETIQA FAMILY TAKAFUL CERTIFICATE

e-Takaful Hayat

CERTIFICATE INFORMATION STATEMENT

Change of Address	Please inform Us immediately of any change of address of the Participant or the Nominee, to ensure that there will be no interruption in communication from Us to You and the Nominee.
Failure to pay Contributions	<p>Each Participant has the obligation to pay the Contributions to Us, according to the mode of Contribution and other terms as agreed between the Participant and Us.</p> <p>You are given a Grace Period of thirty-one (31) days to pay the Contribution due. If We do not receive Your Contribution within the Grace Period, Your Certificate may Lapse, except as stated under the Contributions, Lapse and Termination Provisions.</p>
Payment of Contribution	<p>You may pay the Contribution by:</p> <ol style="list-style-type: none"> 1) Credit card; or 2) Debit card. <p>We reserve the right to vary the manner of payment from time to time, which shall be communicated to you via such channels or mediums as We may determine.</p>
Right to terminate the Certificate	<p>The Participant has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within fifteen days (15) of the Free Look Period. We will cancel this Certificate and refund the Contributions received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate 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 Participant may only receive the accumulated PRF surplus, if any.</p>
Right to nominate Takaful Benefit	<p>Where the Participant is the Person Covered, the Participant of the Certificate 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 Participant'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"> 1) At the time of application; or 2) By notifying Us in writing, at any time after the issuance of the Certificate. <p>The Participant may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Participant, 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 Participant to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>
Right to revoke a nomination	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> 1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime; 2) By a notice in writing from the Participant to Us; or 3) By any subsequent nomination by the Participant to Us. <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 Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant has made a subsequent nomination in place of the deceased Nominee.</p>

Marketing illustration	<p>Any marketing illustration that You have received is strictly for Your reference only to understand the benefits, the main terms and conditions of the Certificate.</p> <p>The marketing illustration is not intended to be a legally binding contract between You and Us.</p>
Our Head Office Address	<p>Our Head Office address is: Etiqa Family Takaful Berhad Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur. Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 Email: info@etiqa.com.my</p>
The claim process and how to make a claim	<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 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 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 Certificate.</p>
How to contact Us	<p>If You need to contact Us, have any questions relating to the Certificate, or have a request to change the contents of the Certificate, 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.</p>
How to complain to Us	<p>If a Claimant or Participant is not satisfied with Our service under the Certificate, 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; facsimile to 03 – 2297 1919; or e-mail at complaint_cmu@etiqa.com.my. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).</p>
How to complain to the government regulator	<p>If a Claimant or Participant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Certificate number, and any correspondence between a Claimant or Participant, 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; facsimile to 03–2174 1515; or e-mail at bnmlink@bnm.gov.my. The BNM telephone number is 1-300-88-5465.</p>

<p>How to settle a dispute through mediation</p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant 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 : enquiry@ofs.org.my or Fax : 603-2272 1577 or 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 or Participant may file the dispute in person at the OFS office. 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 or Participant. For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at www.ofs.org.my.</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 or Participant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p>How to settle a dispute through arbitration</p>	<p>If a Claimant or Participant disputes a decision We have made relating to the Certificate, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant or Participant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant or Participant and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Participant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Participant 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 or Participant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Participant 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 or Participant and Us.</p>

Note: For further details, please refer to the full terms and conditions under the Certificate.

ETIQA FAMILY TAKAFUL CERTIFICATE

e-Takaful Hayat

This Certificate is the Entire Contract between You and Us	<p>This Certificate forms the entire contract between You and Us, and consists of:</p> <ol style="list-style-type: none">1) The Certificate;2) The application form;3) The Takaful Schedule;4) The Certificate Information Statement; and5) Any Endorsements We may issue on this Certificate. <p>Any change to this Certificate must be contained in the Endorsement made to it by Etiqa Family Takaful Berhad.</p> <p>As this is a legal contract between You and Us, please read Your Certificate carefully and confirmed that this Takaful plan meets Your requirements.</p>
---	--

GENERAL DEFINITIONS

This section identifies and defines phrases, words or abbreviations which are common throughout the Certificate. 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
Accident	A sudden, unforeseen, violent and unplanned event which is external and visible in nature, that results in bodily injury.
Arbitrator	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.
Bank Negara Malaysia, or BNM	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.
Certificate	This document, and all subsequent Endorsements which are identified as relating to this document.
Certificate Anniversary	The anniversary of the Commencement Date.
Certificate Year	Any one (1) year period that starts on the Commencement Date, or a subsequent Certificate Anniversary.
Claimant	The Participant, the Person Covered or the Nominee of the Certificate, who is entitled to claim the Takaful Benefit, according to the terms and conditions of the Certificate.
Commencement Date	The earliest date at which the Person Covered is eligible for Takaful Benefits according to the terms and conditions of the Certificate. The Commencement Date is provided in the Takaful Schedule.
Conditional Hibah	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, which is also the Participant, while the Certificate remains In Force.
Contribution	The amount of money paid regularly by the Participant to Us, according to the terms and conditions of the Certificate.
Endorsement	A change to the Certificate. The Endorsement will be notified or issued by Us to You.
Expiry Date	The last date at which the Person Covered is eligible to Takaful Benefits according to the terms and conditions of the Certificate. The Expiry Date is provided in the Takaful Schedule.
Free Look Period	This is the period of fifteen (15) days, from when the Certificate has been received by the Participant.
Grace Period	The additional period of time that is provided for Participant to pay the Contribution due. The Grace Period under this Certificate is thirty-one (31) days from the date the Contribution is due.

In Force	<p>A status of the Certificate reflecting eligibility of a Participant to Takaful Benefits according to the terms and conditions of the Certificate. A Certificate has the In Force status at a point in time, if at that point in time all of the following conditions are fulfilled:</p> <ol style="list-style-type: none"> 1) We have issued the Certificate to the Participant; 2) The Person Covered is alive; 3) The Contributions due on the Certificate have been received within the Grace Period by Us, according to the terms and conditions of the Certificate; 4) The eligibility of the Participant to Takaful Benefits has not been terminated or voided, according to the terms and conditions of the Certificate; and 5) The Expiry Date has not been reached.
Issue Date	The date that the Certificate was issued by Us. The Issue Date is provided in the Takaful Schedule.
Ju'alah	<p>Ju'alah means reward contract in which one of the parties offers specified reward(s) to anyone who will achieve a determined result in a known or unknown period.</p> <p>In relation to the Takaful contract, it refers to the basis of distribution of surplus from the PRF which is agreed between the Takaful Operator and Participants where the Participants offer a reward to the Takaful Operator for the good management of the PRF.</p>
Lapse(d)	A Certificate has a Lapse status when the Contributions due have not been received by Us within the Grace Period.
Material Information	<p>Any information (including reports), answers, and disclosures provided by the Participant or Person Covered, or a third party on behalf of the Participant or Person Covered, which is:</p> <ol style="list-style-type: none"> 1) In respect of the Person Covered or Participant; and 2) Is provided prior to the Issue Date or the latest Endorsement date.
Mudarabah	<p>Mudarabah means a contract between a capital provider (<i>rabbul mal</i>) and an entrepreneur (<i>mudarib</i>), under which the <i>rabbul mal</i> provides capital to be managed by the <i>mudarib</i>. Profit generated from the capital is shared between the <i>rabbul mal</i> and the <i>mudarib</i> according to a mutually agreed profit sharing ratio. Losses are borne by the <i>rabbul mal</i> provided that such losses are not due to the <i>mudarib</i>'s misconduct, negligence or breach of specified terms.</p> <p>In relation to the Takaful contract, Takaful Operator acts as the <i>mudarib</i> while the Participants are the <i>rabbul mal</i> in the sharing of investment profit from the segregated fund.</p>
Nominee	The person that You have nominated to receive the Takaful Benefit payable under the Certificate upon the death of the Person Covered. The nomination must be registered with Us.
Ombudsman for Financial Services, or OFS	An independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.
Participant, You, or Your	The entity or person named as the Participant in the Takaful Schedule. The Participant has full right to the Certificate.
Participants' Risk Fund, or PRF	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. The PRF is collectively owned by a pool of Takaful Participants.
Person Covered	The person named as the Person Covered in the Takaful Schedule as the life being covered. The Person Covered does not have any right to the Certificate, unless the Person Covered is also the Participant.
Personal Data	<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 Participant or the Person Covered, or a third party on behalf of the Participant or Person Covered, which is in respect of the Person Covered or Participant.</p> <p>Personal Data does not include information, reports, answers, and disclosures which are in the public domain.</p>
Qard	Qard, in the context of this Certificate, 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.

Sane	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.
Sum Covered	The amount of Takaful coverage provided by the Certificate. The Sum Covered is provided in the Takaful Schedule and payable from PRF.
Tabarru'	Tabarru' 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.
Takaful	Takaful means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.
Takaful Benefit, or Benefit	The collective name for the payments made according to the terms and conditions of the Takaful Benefit section of the Certificate.
Wakalah	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 You have appointed Us to invest and manage the Participants' Risk Fund on Your behalf with an agreed fee(s). You 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 You.
Wakalah Fee	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificates and PRF on the Participants' behalf.
We (Our, Us, the Takaful Operator)	Etiqa Family Takaful Berhad.

GENERAL TERMS AND CONDITIONS

Contract basis	The Certificate, Takaful Schedule and Endorsement, 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.
Headings and tables	Unless indicated otherwise, headings and tables within the Certificate are inserted for convenience only, and shall not affect the interpretation of the Certificate.
How to contact Us	If You need to contact Us, have any questions relating to the Certificate, or have a request to change the contents of the Certificate, 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.
Currency for all payments	All payments under the Certificate shall be made in the legal currency of Malaysia.
Applicable law	The Certificate shall be interpreted and governed by the legislation of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Certificate if there are changes in taxation, regulations or legislation that affect this Certificate. We shall notify You in writing when terms in this Certificate need to be changed.
Sanction limitation and exclusion clause	This Certificate shall not provide cover and We 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 Us 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 Certificate with immediate effect and shall not thereafter be required to transact any business with You in connection with this Certificate.

GENERAL RIGHTS AND OBLIGATIONS

Conditions precedent to rights	The Participant and Person Covered due observance and fulfilment of the terms and conditions of the Certificate, shall be conditions precedent to the rights under the Certificate.
Options to change the Sum Covered	<p>The Participant may reduce the Sum Covered by written notice to Us, subject to the terms and conditions of the Certificate.</p> <p>Increase of Sum Covered is not allowed for this plan. Should the Participant wish to have a higher Sum Covered, a new plan should be applied, subject to the terms and conditions of the Certificate.</p>
Right to terminate the Certificate	<p>The Participant has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within fifteen days (15) of the Free Look Period. We will cancel this Certificate and refund the total Contributions received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate 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 Participant may only receive the accumulated PRF surplus, if any.</p>
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 accordance with any applicable laws.
Obligation to correct mistakes and errors	We shall correct any mistake or error made in the Certificate 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 Certificate, and will be valid from the Commencement Date of the Endorsement.
Rights and obligations under the principles of Takaful	<p>The Takaful Benefits and Contributions are paid in accordance with Tabarru'. Takaful Benefits and Contributions are paid according to the terms and conditions of the 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>
Data protection obligations and rights	<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 Participant or the Persons Covered, as the context may require, to:</p> <ol style="list-style-type: none"> 1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd; 2) Other entities within the Maybank Group; 3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities; 4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators); 5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA); 6) Our merchants and strategic partners; 7) Any parties authorised by the Participant or a Person Covered (from time to time); or 8) 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>The Participant and 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 Participant and Persons Covered provide other Personal Data required for the purposes of the Certificate.</p> <p>Prior to providing Us with the Personal Data of any individual, the Participant or 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 www.etiqa.com.my.</p>

<p>Obligation to take reasonable care and not to misrepresent</p>	<p>It is the duty of the Participant or 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"> 1) Making an application, 2) If varying the Certificate, and 3) If required by Us to confirm answers or declarations previously provided. <p>This duty shall continue until the Commencement Date of the Certificate, or the effective date of a subsequent variation.</p> <p>In the event that We identify misrepresentation within two (2) years of the later of the Commencement Date, the remedies of the Islamic Financial Services Act 2013 will apply.</p> <p>We can only challenge a Certificate for misrepresentation more than two (2) years from the later of the Commencement Date, if We are able to show that the Participant or the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to Our refusal to issue the Certificate, or would have led Us to impose terms and conditions less favourable than those imposed in the Certificate. In such an event the remedies of the Islamic Financial Services Act 2013 will apply.</p>
<p>Non-disclosure or misrepresentation of Material Information</p>	<p>In the event that We terminate this Certificate due to misrepresentation or non-disclosure of Material Information, the remedies of the Islamic Financial Service Act 2013 will apply.</p>
<p>Right to adjust terms for misstatement of age or sex</p>	<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> <p>In the event that the Person Covered is not eligible for the Takaful cover at the correct age and/or sex, the Certificate shall be void. We shall refund the total Contributions paid without any additional amount, less any accumulated PRF surplus and/or Benefits paid.</p>
<p>Right to waiver and non-waiver of rights</p>	<p>A delay or failure by Us to exercise or enforce any rights under the Certificate, 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 provided such delay or failure to exercise or enforce is still within the statutory limitation period under any applicable laws.</p>
<p>Right to assign Certificate ownership</p>	<p>Where the Participant is the Person Covered, the Participant of the Certificate may assign a person to transfer the Certificate ownership to that person.</p> <p>The assignment must be registered with Us, by notifying Us in writing, at any time after the issuance of the Certificate.</p> <p>We assume no responsibility for the validity or sufficiency of the assignment.</p>
<p>Right to nominate Takaful Benefit</p>	<p>Where the Participant is the Person Covered, the Participant of the Certificate 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 Participant'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"> 3) At the time of application; or 4) By notifying Us in writing, at any time after the issuance of the Certificate. <p>The Participant may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Participant, 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 Participant to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>

Right to revoke a nomination	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 4) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime; 5) By a notice in writing from the Participant to Us; or 6) By any subsequent nomination by the Participant to Us. <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 Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant has made a subsequent nomination in place of the deceased Nominee.</p>
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the assignee to Us.

TAKAFUL BENEFITS

The claim process and how to make a claim	<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 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 Oonline 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 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 Certificate.</p>
--	--

(I) DEATH BENEFIT

Takaful Benefit payable on death	<p>While this Certificate is In Force, upon death of the Person Covered, a lump sum of the following is payable:</p> <ol style="list-style-type: none"> 1) Sum Covered; and 2) Any accumulated PRF Surplus for the Certificate, <p>Subject to restrictions and adjustments applicable to death Benefit.</p>
Restrictions and adjustments to the death Benefit	<p>The restrictions and adjustments applicable to the death Benefit are as follows:</p> <ol style="list-style-type: none"> 1) If the Person Covered commits suicide while Sane: <ol style="list-style-type: none"> i) Within one (1) year from the Issue Date of the Certificate, We shall refund the total Contributions paid. No other Benefit is payable. ii) After one (1) year from the Issue Date of the Certificate, We shall pay: <ol style="list-style-type: none"> a) Sum Covered; and b) Any accumulated PRF Surplus for the Certificate. 2) If the Person Covered commits suicide while insane, a lump sum of the following is payable: <ol style="list-style-type: none"> a) Sum Covered; and b) Any accumulated PRF Surplus for the Certificate.
Notification timeframe for death claims	<p>We must be notified of a death claim by the Claimant within thirty (30) days from the date of death.</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>

Documents supporting a death claim	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.
Settlement terms for death Benefit	The death Benefit is paid as a single amount 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

Benefit payable for accidental death Benefit	While this Certificate is In Force, upon death of the Person Covered due to accidental cause, an additional two hundred percent (200%) of the Sum Covered is payable, on top of the death Benefit.
Accidental death Benefit exclusions	No Benefit is payable on accidental death occurring due to the following direct or indirect events or conditions: <ol style="list-style-type: none"> 1) Intentional self-inflicted injury, death, suicide or attempted suicide, while Sane; 2) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion; 3) Participation in dangerous or hazardous sports or activities, flying or taking part in any form of aerial activities (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline); 4) Consumption of alcohol, or non-prescribed or illegal drugs or narcotics; or 5) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).

(III) COMPASSIONATE BENEFIT

Compassionate Benefit	While this Certificate is In Force, We shall pay One Thousand Malaysian Ringgit (RM1,000) as Compassionate Benefit upon death of the Person Covered. The Benefit is subject to the restrictions and adjustments applicable to the death Benefit.
------------------------------	---

(IV) SURPLUS DISTRIBUTION

Distribution of PRF surplus	<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 the rest of the Participants, We will manage the PRF in accordance with Shariah requirement and in a manner that preserves the interest of the Participants. We have the full discretion to conduct and determine any actions deemed necessary for the benefits of all Participants 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>
------------------------------------	---

<p>Settlement terms for surplus distribution</p>	<p>The distributable portion of any PRF Surplus 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 Participants whose Certificates are In Force, and who have not made any claim to Takaful Benefits within the financial year.</p> <p>The distributed surplus shared amongst the Participants will be accumulated in a segregated fund for each Participant.</p> <p>At the end of the financial year, any investment profits earned on the segregated funds of all Participants during that financial year are fifteen percent (15%) paid to Us, and the remaining eighty-five percent (85%) shared amongst the Participants whose Certificates are In Force, based on the contract of Mudarabah.</p> <p>The accumulation within the segregated fund for a Participant will be paid as follows:</p> <ol style="list-style-type: none"> 1) As detailed in the terms and conditions for the other Takaful Benefits of the Certificate, when these Takaful Benefits are due; 2) As a single amount to the Participant should the Certificate be In Force immediately prior to the Expiry Date; or 3) As a single amount to the Participant, should the Participant notify Us in writing, provided that the Certificate is In Force at that time and the amount requested is at least Five Hundred Malaysian Ringgit (RM500).
---	---

CONTRIBUTIONS AND LAPSE PROVISIONS

<p>Contribution amount and due date</p>	<p>The Contribution amount, the Commencement Date, and the mode of Contribution are shown in the Takaful Schedule. The Person Covered must be alive when the first Contribution is paid. All Contributions are payable in advance and due on the Commencement Date and subsequently according to the mode of Contribution.</p> <p>Should there be any excess of Contribution, We may either:</p> <ol style="list-style-type: none"> 1) Refund to You once the said excess of Contribution is determined by Us; or 2) Carry forward the excess payment to the following month(s) in such manner as We deem appropriate. <p>Contribution rate are not guaranteed and We reserve the right to revise the Contribution rate by giving three (3) months prior notice. These terms are as agreed between the Participant and Us.</p>		
<p>Contribution payment and Grace Period</p>	<p>Contributions are paid monthly or yearly anniversary of the Commencement Date, as set out in the Takaful Schedule.</p> <p>If Contribution is not paid within the Grace Period, the Certificate shall Lapse thereafter. Upon lapsation of the Certificate, We shall be discharged from any further liability under the Certificate.</p>		
<p>Wakalah Fee deduction</p>	<p>A portion of Your paid Contribution will be deducted as the Wakalah Fee, per annum per Certificate. The balance of the Contribution will then be allocated to the PRF.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">Wakalah Fee (Percentage of yearly Contribution amount)</td> </tr> <tr> <td style="text-align: center; padding: 5px;">25%</td> </tr> </table>	Wakalah Fee (Percentage of yearly Contribution amount)	25%
Wakalah Fee (Percentage of yearly Contribution amount)			
25%			

COMPLAINTS AND DISPUTE RESOLUTION

<p>How to complain to Us</p>	<p>If a Claimant or Participant are not satisfied with Our service under the Certificate, 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 complaint_cmu@etiqa.com.my. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).</p>
<p>How to complain to the government regulator</p>	<p>If a Claimant or Participant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Certificate number, and any correspondence between a Claimant or Participant, 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 bnmlink@bnm.gov.my. The BNM telephone number is 1-300-88-5465.</p>

<p>How to settle a dispute through mediation</p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant 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 : enquiry@ofs.org.my</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 or Participant 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 or Participant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at www.ofs.org.my.</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 or Participant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p>How to settle a dispute through arbitration</p>	<p>If a Claimant or Participant disputes a decision We have made relating to the Certificate, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant or Participant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant or Participant and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Participant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Participant 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 or Participant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Participant 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 or Participant and Us.</p>