

ETIQA FAMILY TAKAFUL CERTIFICATE
e-CancerCare Takaful

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 Reinstatement Provisions.</p>
Payment of Contribution	<p>You may pay the Contribution by:</p> <ol style="list-style-type: none"> 1) Credit card; 2) Debit card; or 3) Banking account auto debit service. <p>We reserve the right to differ Our current practice when deemed necessary.</p>
Right to terminate the Certificate	<p>The Participants has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within fifteen (15) days 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 will only receive the accumulated 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 assign Certificate ownership	<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>
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>
Right to revoke an assignment	<p>An assignment shall be revoked by a notice in writing from the assignee to Us.</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 and, the guaranteed benefits identified in the marketing illustration.</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:</p> <p>Etika 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@etika.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 Etika 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 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 Etika Family Takaful Berhad, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etika.com.my, or by calling 03-2297 3888, or Etika Online at 1-300-13-8888.</p>

<p>How to complain to Us</p>	<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 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03 – 2785 3093; or e-mail at 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; facsimile to 03–2174 1515; or e-mail at bnmtelelink@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 (Formerly known as Financial Mediation Bureau) 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>

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

ETIQA FAMILY TAKAFUL CERTIFICATE

e-CancerCare Takaful

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; and 5) 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>
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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
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 Us.
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, the Nominee, or the assignee 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 Participant 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.
Contribution Mode	This is the frequency of contribution payments in a year. The Contribution Mode can be monthly or annual. The Contribution Mode is provided in the Takaful Schedule. If the Participant changes the frequency of Contribution payments, the Contribution amount due on each new due date will change.
Endorsement	A change to the Certificate. The Endorsement will be issued by Us and signed by Our authorised officer.
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	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: <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, or Reinstatement of the Certificate 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	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. 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.
Lapse(d)	A Certificate has a Lapse status at a point in time, if at that point in time Contributions due have not been received by Us within the Grace Period.
Material Information	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: <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	An Arabic word that 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. 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.
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.
Participants' Risk Fund, or PRF	A segregated fund into which the Contributions received, less Wakalah Fee, are paid, for the purpose of meeting Takaful Benefits which have been identified in the terms and conditions of the Certificate as being paid from the PRF.
Participant, You, or Your	The entity or person named as the Participant in the Takaful Schedule. The Participant has full right to the Certificate, unless the Certificate has been assigned.
Person Covered	The Person Covered who is identified as the Person Covered in the Takaful Schedule.
Personal Data	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. Personal Data does not include information, reports, answers, and disclosures which are in the public domain.

Pre-existing Condition	The Person Covered is considered to have a reasonable knowledge of the Pre-existing Condition if any of the following occurs before the Issue Date or date of Reinstatement of the Certificate: 1) The Person Covered had received or is receiving treatment; 2) Medical advice, diagnosis, care or treatment has been recommended; 3) Clear and distinct symptoms are or were evident; or 4) The condition would have been apparent to a reasonable person in such circumstances.
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.
Reinstatement	The act of reactivating the Certificate from a Lapsed status back to In Force, according to the terms and conditions of the Certificate.
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 Sum Covered is used to determine the amount of Takaful Benefit payable. The Sum Covered is provided in the Takaful Schedule.
Tabarru'	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.
Takaful	An Arabic word that 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.
Takaful Operator, We, Our, or Us	Etiqua Family Takaful Berhad.
Underwriting Surplus	The surplus arising from the PRF over a financial year, after claims payable and a suitable amount is held back for contingency purposes, if any.
Wakalah	Wakalah is an Arabic word meaning the nomination by one party of another to act on his or her behalf. In the context of this Certificate, this means that You have appointed Us to manage the Certificate and Takaful Funds on Your behalf.
Wakalah Fee	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificate and Takaful fund on the Participants' behalf.

DEFINITION OF CANCER

EARLY STAGE CANCER

Carcinoma In Situ (CIS)	<p>Carcinoma In Situ means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane.</p> <p>The diagnosis of the CIS must always be supported by a histopathological report. Furthermore, the diagnosis of CIS must always be positively diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical diagnosis does not meet this standard.</p> <p>In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with cervical biopsy. Clinical diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without carcinoma in situ) does not meet the required definition and are specifically excluded. Non-melanoma CIS is also specifically excluded. This coverage is available to the first occurrence of CIS only.</p>
Early Bladder Cancer	Papillary microcarcinoma of Bladder supported by histopathology report.
Early Chronic Lymphocytic Leukaemia	Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI stage 0 or lower is excluded.
Early Prostate Cancer	Prostate Cancer that is histologically described using the TNM Classification as T1a or T1b or T1c or Prostate cancers described using another equivalent classification.
Early Thyroid Cancer	Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.

MAJOR CANCER

Major Cancer	<p>Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) All cancers which are histologically classified as pre-malignant, non-invasive; Carcinoma In Situ; having either borderline malignancy; or having malignant potential; 2) All tumours of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification); 3) Chronic Lymphocytic Leukaemia less than RAI Stage 3; 4) All cancers in the presence of HIV; and 5) Any skin cancer other than malignant melanoma.
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ADVANCED STAGE CANCER

Advanced Stage Cancer	<p>All Stage IV malignant tumour with the presence of distant metastasis. A spread to lymph nodes only is not covered under this definition.</p> <p>The diagnosis of malignancy must be confirmed by histological evidence.</p> <p>All tumours in the presence of HIV infection are excluded.</p>
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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 Oneline 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 and jurisdiction	The Certificate shall be interpreted and governed by the legislation of Malaysia. Any legal action or suit against Us shall only be instituted in the Courts of Law of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Certificate as We consider appropriate and equitable, 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.

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	The Participant may change the Sum Covered by written notice to Us, subject to Our terms and conditions.
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 will only receive the accumulated 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 any manner which we deem appropriate, including but not limited to paying these amounts to the relevant authorities.
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>

<p>Data protection obligations and rights</p>	<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 reinstating according to the terms and conditions of the Certificate, 3) If varying the Certificate, and 4) 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 or the latest Reinstatement date of the Certificate, 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, or the latest Reinstatement date of the Certificate, 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, Our liability shall be limited to refund of the total Contribution paid.</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 the 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 the Contribution on that Certificate, then We shall refund the excess to the Participant.</p> <p>The adjustment to Sum Covered or the refund will be based on Our Contribution rates in effect at the Commencement Date.</p>

Right to vary terms or conditions in event of changes in laws	We shall reserve the right to vary the terms or conditions of the Certificate if there are changes in legislation, or a directive is issued by any government authority, which imposes responsibilities on either party or which affects any of the terms or conditions of the Certificate. The changes will be determined by Us to be appropriate and equitable. We will notify the Participant in writing, when We vary the terms or conditions in the Certificate for these purposes.
Right to waiver and non-waiver of rights	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.
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 assign Certificate ownership	<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>
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>
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the assignee to Us.

TAKAFUL BENEFITS

<p>The claim process and how to make a claim</p>	<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 before any claim is payable under this Certificate.</p>
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(I) CANCER BENEFIT

<p>Takaful Benefit payable on Early Stage Cancer</p>	<p>While the Certificate is In Force, in the event that the Person Covered is diagnosed with and an Early Stage Cancer listed in the Definition of Cancer, We shall pay to You thirty percent (30%) of the Sum Covered, less any indebtedness. This Benefit is claimable once and the Sum Covered payable shall reduce the Sum Covered of Major Cancer or Advanced Cancer Benefit.</p>
<p>Takaful Benefit payable on Major Cancer</p>	<p>While the Certificate is In Force, in the event that the Person Covered is diagnosed with a Major Cancer listed in the Definition of Cancer, We shall pay:</p> <ol style="list-style-type: none"> 1) Hundred percent (100%) of the Sum Covered of this Certificate, less any indebtedness; or 2) Seventy percent (70%) of the Sum Covered of this Certificate, less any indebtedness, if the Early Stage Cancer Benefit has been claimed. <p>There is no waiting period in between claims for Early Stage Cancer Benefit and Major Cancer Benefit. This Certificate shall terminate after the Major Cancer Benefit has been paid.</p>
<p>Takaful Benefit payable on Advanced Stage Cancer</p>	<p>While the Certificate is In Force, in the event that the Person Covered is diagnosed with an Advanced Stage Cancer listed in the Definition of Cancer, We shall pay:</p> <ol style="list-style-type: none"> 1) Hundred and fifty percent (150%) of the Sum Covered of this Certificate, less any indebtedness; or 2) Hundred and twenty percent (120%) of the Sum Covered of this Certificate, less any indebtedness, if the Early Stage Cancer Benefit has been claimed. <p>There is no waiting period in between claims for Early Stage Cancer Benefit and Advanced Stage Cancer Benefit. This Certificate shall terminate after the Advanced Stage Cancer Benefit has been paid.</p>
<p>Conditions for Benefit to be paid</p>	<p>We shall only pay the Early Stage Cancer Benefit, Major Cancer Benefit or Advanced Stage Cancer Benefit if:</p> <ol style="list-style-type: none"> 1) The Person Covered is survived at least thirty (30) days after being diagnosed with Cancer; 2) The Cancer occurs sixty (60) days after the Issue Date or latest Reinstatement date of this Certificate, whichever is later; and 3) Diagnosis or event of the Cancer meets the Definition of Cancer.

Cancer Benefit Exclusions	<p>No Benefit is payable for Cancer (Early Stage Cancer, Major Cancer and Advanced Stage Cancer) occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> 1) Cancer which is not listed in the Definition of Cancer; 2) Cancer resulting from Human Deficiency Syndrome (HIV) infection, Acquired Immune Deficiency Syndrome (AIDS) and any AIDS related conditions; 3) Cancer occurring prior to, or within sixty (60) days after the Issue Date or latest Reinstatement date of this certificate, whichever is later; 4) Cancer occurring as a result of a Pre-existing Condition as defined, which existed prior to the Issue Date or latest Reinstatement date of this Certificate, whichever is later; 5) Cancer resulting from alcohol or drug abuse; 6) Cancer resulting from radioactive contamination arising from fuel, weapons, waste or processing; 7) Cancer resulting from self-inflicted injury or attempted suicide, while Sane; 8) Cancer resulting from committing or trying to commit any illegal act; 9) Cancer arising from or related to unreasonable failure to seek or follow medical advice and/or prescribed treatment, or unreasonable delay in seeking or following such medical advice and/or prescribed treatment; or 10) Cancer discovered or diagnosed after the death of the Person Covered.
Notification timeframe for Cancer claim	<p>You must provide Us with written notice of a claim due to cancer within thirty (30) days from the date of diagnosis or treatment.</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>
Settlement terms for Cancer Benefit	<p>The payment of the Early Stage Cancer Benefit, Major Cancer Benefit or Advanced Stage Cancer Benefit will be a single amount, subject to the terms and conditions of the Cancer Benefit section under this Certificate.</p> <p>On payment of the full Sum Covered of the Cancer Benefit, We are discharged from any further liability under this Certificate.</p>

(II) SURPLUS DISTRIBUTION

Distribution of Underwriting Surplus	<p>Underwriting Surplus and the amount to be distributed will be determined annually. Any distribution of Underwriting Surplus makes allowance for contingency provisions, and is subject to the surplus certificate approved by Our Shariah committee.</p> <p>In the event of any underwriting deficit in the PRF, there will be no distribution of Underwriting 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. The Qard will be carried forward to the following Financial Year and any surplus emerging thereafter will be used to pay off the Qard.</p>
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Settlement terms for surplus distribution	<p>The distributable portion of any Underwriting 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 Participants whose Certificates are In Force, based on the contract of Mudarabah.</p> <p>The accumulation within the segregated fund will be paid to the Participant if Takaful Benefits have not been assigned, or to the Assignee where Takaful Benefits have been assigned. The payment will be:</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 should the Certificate be In Force immediately prior to the Expiry Date; or 3) as a single amount requested by the Participant in writing at any time prior to the Expiry Date, should the Certificate be In Force at that time and the amount requested is at least Five Hundred Malaysian Ringgit (RM 500).
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CONTRIBUTIONS, LAPSE AND REINSTATEMENT PROVISIONS

Payment of Contributions due	<p>Each Participant has the obligation to pay the Contributions to Us. The first Contribution is due at the Commencement Date. Any subsequent Contribution is due on the monthly or annual anniversary of the Commencement Date, according to the Contribution Mode.</p> <p>The Contribution is based on Your attained age (age next birthday) at the Commencement Date. The Contribution will increase on the first (1st) day of the next Certificate Year, in accordance to Your attained age.</p> <p>Contribution rates are non-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>								
Wakalah Fee deduction	<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="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Certificate Year</th> <th colspan="2">Wakalah Fee</th> </tr> <tr> <th>% of Annual Contribution Amount</th> <th>Fixed Amount</th> </tr> </thead> <tbody> <tr> <td>1 onwards</td> <td>25%</td> <td>RM50</td> </tr> </tbody> </table> <p>If the Contribution is not paid yearly, the Wakalah Fee deduction will be prorated according to the Contribution Mode.</p>	Certificate Year	Wakalah Fee		% of Annual Contribution Amount	Fixed Amount	1 onwards	25%	RM50
Certificate Year	Wakalah Fee								
	% of Annual Contribution Amount	Fixed Amount							
1 onwards	25%	RM50							
Settlement terms for Contributions	<p>Settlement of the Contributions shall be by payment from the Participant to Us.</p> <p>Payment by the Participant must be by auto debit on a credit card or debit card to Us. We accept Visa and MasterCard credit cards and debit cards. We reserve the right to differ Our current practice when deemed necessary.</p> <p>Payment of a Contribution must be received within the Grace Period from the date that the Contribution is due.</p> <p>If a Contribution due is not received within the Grace Period, the Certificate shall Lapse thereafter, and We are discharged from any further liability under the Certificate from the date Contributions are due.</p>								

Reinstatement	<p>If Your Certificate has Lapsed, You may request to reactivate this Certificate to an In Force state provided all the following conditions are fulfilled, at the effective date of Reinstatement:</p> <ol style="list-style-type: none"> 1) The Person Covered is alive; 2) All Contribution due since Commencement Date are received by Us; 3) We have received, to Our satisfaction, evidence of health of the Person Covered, and other information required by Us, at Your own cost; 4) The Expiry Date has not been reached; 5) The Certificate has not been surrendered upon Your request; 6) Reinstatement is less than one (1) year from the effective date of Lapse; and 7) No Takaful Benefit has been paid, or claims notified according to the terms and conditions under the Certificate. <p>Your application for Reinstatement and any written statement from You will become part of this Certificate.</p> <p>We reserve the right not to reinstate the Certificate, or to reinstate the Certificate with additional conditions.</p>
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COMPLAINTS AND DISPUTE RESOLUTION

How to complain to Us	<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 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile number 03 – 2785 3093; or e-mail address 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; or by facsimile to 03–2174 1515; or e-mail at bnmtelelink@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 (Formerly known as Financial Mediation Bureau) 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>