

MEGA PA TAKAFUL - HOSPITAL CARE

INTRODUCTION

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where Participants like You agree to assist each other financially in case of certain defined need. With this intention in mind, Participants pay their Contributions on the basis of Tabarru' (donation) to the General Takaful Fund (Fund) managed by Etiqa General Takaful Berhad (Takaful Operator). Payment of sum covered to Participants is payable from the Fund based on the concept of Tabarru'.

As the Takaful Operator, We are responsible for selecting Participants and to determine and collect the Contributions. We are also responsible for investing the Fund and paying Benefits to entitled Participants. All proceeds from investments will be credited into the Fund. The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. The relationship between You and Us is governed by the Wakalah (agency) contract.

The surplus from the Fund will be determined annually and will be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah Committee. The distributable surplus, if any, is fifty percent (50%) paid to Us for operating and managing the Fund, based on the contract of Ju'alah (wage), and the remaining fifty percent (50%) is shared between Participants whose Certificates have not terminated and who have not made any claims within the financial year. In the event of any deficit from the Fund, there will be no surplus distribution for that financial year. Under such circumstance, the deficit will be first funded by the amount allocated for contingency purposes. If the Fund is still in deficit, a Qard (interest-free loan) 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. If the surplus is less than Ringgit Malaysia Ten (RM10.00), We shall credit such sum into a charitable fund, which will be utilized as Amal Jariah on behalf of the Participants.

Your application to join this takaful scheme as a Participant has been accepted based on the application You have signed and any other information provided to Us. If You did not fill in an Application Form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive takaful cover for death and Permanent Disability that may happen to You during the Period of Takaful according to the terms and conditions of this takaful contract.

This takaful contract is made up of the Application Form, this Certificate and the Schedule. You should read them together carefully to make sure that You get the cover You need.

This takaful scheme is governed by the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia. A requirement of this act is the establishment of a Shariah Committee to advise Us to ensure We are not involved in any activity that is not approved by the Shariah.

WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate wording.

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

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

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

To help preserve the environment, We will send You one Certificate booklet only. Please keep this Certificate booklet in a safe place. In case of renewal and/or Certificate condition amendment, We will send You the renewal Schedule and/or Endorsement only. If at any time You would like a replacement for this document, please contact Us and We will be happy to provide one.

YOUR DUTY TO INFORM US

1. Communication

All communication to Us must be in writing or You may contact Our Etiqa Oonline at 1300 13 8888.

2. Duty of disclosure before this takaful is granted

- i) Where You have applied for this takaful wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make a misrepresentation in answering the question in the Application Form (or when You applied for this takaful) i.e. You should have answered fully and accurately. Failure to have taken reasonable care in answering the questions may result in avoidance of Your contract of takaful, refusal or reduction of Your claim(s), change of terms or termination of Your contract of takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that You know to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.
- ii) If You do not fully and faithfully provide this information, the takaful may not be valid or the Certificate may not cover You fully.

3. Duty of disclosure during this takaful

You are required to inform Us immediately if at any time after this contract of takaful or any other Certificates effected on or by You has been entered into, varied or renewed with Us on any information given in the Application Form (or when You applied for this takaful or other certificate is inaccurate or has changed including but not limited to any changes in Your occupation, work duties, sporting activities, or any relevant information that may increase the risk including any disease, physical or mental defect or infirmity. We may:

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

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

DEFINITIONS

Unless indicated or defined otherwise, the definitions with interpretation as set out below, will apply to this Certificate.

Accident and Accidental means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which will, independently of all other causes, be the sole cause of Bodily Injury.

Bodily Injury means bodily injury suffered by You during the Period of Takaful resulting solely and directly from Accident. This does not include any sickness, disease, parasite, bacterial, parasitic or viral infection even if contracted by Accident, or any naturally occurring condition or degenerative process or the result of any gradually operating cause.

Benefit means the respective benefit(s), as stated in the Certificate, Schedule and/or Endorsement payable by Us under the terms, exclusions and conditions of this Certificate in respect of each event or loss covered by this Certificate.

Certificate means Your takaful contract which consists of this Certificate wording, Schedule and any Endorsement.

Claimant means the person who is entitled to claim the takaful Benefit, according to the terms and conditions of this Certificate.

Child or Children means Your natural or step or legally adopted unmarried child or children that are not in full time employment, aged between forty-five (45) days to eighteen (18) years of age [or under twenty-three (23) years old if still studying full-time in a recognised institution of higher learning].

Contribution means any amount We require You to pay under this Certificate and includes Government charges.

Covered Person, You and Your means the person(s) named on the Schedule as the Covered Person and must be a Malaysian, permanent resident of Malaysia, residents legally employed in Malaysia and/or their Spouse and Children who are legally residing in Malaysia.

Doctor means a registered medical practitioner, who is qualified and licensed to practice western medicine, and in rendering such treatment is practising within the scope of their licensing and training in the geographical area of practice. The attending doctor cannot be You, Your Spouse, Your business partner, Your employer, Your employee, Your agent or a person who is related to you in any way by blood, marriage or adoption.

Effective Date of Takaful means the effective date on the Schedule.

Endorsement means a written alteration or amendment to the information, terms and conditions of this Certificate. Endorsement to this Certificate must be issued by Us.

Family Member means Your spouse, parent, parent-in-law, grandparent, child, brother or sister.

General Takaful Fund (Fund) means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

Hospital means an institution which has accommodation for inpatients and facilities for diagnosis, surgery and treatment. It does not include a long term nursing home, a rehabilitation centre, an old people's or convalescence home or an extended-care facility.

Hospitalization means admission to a Hospital as an inpatient and for at least twenty-four (24) hours in a row, admission in a Hospital as a registered patient for an overnight stay upon recommendation by a Doctor.

Household Member means the person who is residing in Your home other than the Family Member.

Intensive Care Unit or ICU means a place in a Hospital for the acutely ill, providing extra services and equipment, prescribed by the Doctor and billed as a specific charge by the Hospital.

Ju'alah is a 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 this Certificate, it refers to the reward given to Us agreed upfront by You and Us for good management of the Fund.

Loss of Hearing means total, permanent and irreversible loss of hearing as a result of Accident to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

Loss of Limb means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or the total and permanent functional disability of an entire hand, arm, foot or leg.

Loss of Sight means total, permanent and irreversible loss of sight as a result of Accident to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in one (1) eye or both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

Loss of Speech means total and irrecoverable loss of speech which is beyond remedy by surgical or other treatment.

Medically Necessary means a medical service which is:

- a) consistent with the diagnosis and customary medical treatment for a covered disability;
- b) in accordance with standards of good medical practice, consistent with current standards of professional medical care, and of proven medical benefits;
- c) not for the convenience of You or the Doctor, and unable to be reasonably rendered out of Hospital (if admitted as an inpatient); and
- d) not of an experimental, investigational or research nature, or preventive or of a screening nature, for which the charges are fair and reasonable and customary for the disability.

Nominee means the person that the Participant has nominated to receive the takaful Benefit payable under this Certificate upon Your death. The nomination must be registered with Us.

Ombudsman for Financial Services, or OFS means an independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.

Participant means the person named on the Schedule as a Participant who has full rights on the Certificate.

Personal Data means any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorised third party.

Period of Takaful means the period for which You are covered.

Qard, in the context of this Certificate, it means an interest-free loan which is given by Us to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to Our mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to Our mismanagement or negligence, We will make the outright transfer for the insufficiency.

Schedule means the Takaful Schedule where the Benefits and Sum Covered are stated.

Spouse means Your husband or wife under a marriage recognised by Malaysian law, aged between eighteen (18) and sixty-five (65) years of age on the Effective Date of Takaful. Only one (1) Legal Spouse is eligible to be covered under this Certificate.

Tabarru' means contribution, donation or gift. In the context of this Certificate, it means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

Terrorism means an act or acts, of any person or group(s) of person, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Act of Terrorism shall also include any act which is verified or recognised by the (relevant) government as an act of Terrorism and/or regulated under any relevant laws.

Total and Permanent Disability means that You are incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to Accident, with no chances of recovery based on current medical knowledge and technology as a result of You being permanently total paralysis, permanently bedridden or complete insanity.

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, it means that You have appointed Us to invest and manage the General Takaful Fund on Your behalf. You have also authorized Us to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

We, Us and Our means Etiqa General Takaful Berhad.

WHAT DOES YOUR CERTIFICATE COVERS

BENEFITS SECTION	Benefit Amount (RM)			
	Silver Plan	Gold Plan	Platinum Plan	Diamond Plan
Section 1 – Death				
If, during the Period of Takaful, You have sustained Bodily Injury which results in Death, within twelve (12) calendar months from the date of Accident, We shall pay a lump sum payment of the Benefit Amount as specified below:				
a) Per Adult	100,000	300,000	500,000	1,000,000
b) Per Child	25,000	50,000	50,000	50,000
Section 2 – Permanent Disability				
If during the Period of Takaful, You have sustained Bodily Injury which results in Permanent Disability within twelve (12) calendar months from the date of Accident, We shall pay a proportion of the relevant Benefit Amount as specified below:				
a) Per Adult	100,000	300,000	500,000	1,000,000
b) Per Child	25,000	50,000	50,000	50,000
Proportion of Benefit Amount Paid				
1. Total and Permanent Disability	100%	100%	100%	100%
2. Loss of two (2) limbs	100%	100%	100%	100%
3. Loss of Sight in both eyes	100%	100%	100%	100%
4. Loss of Sight in one (1) eye and loss of one (1) limb	100%	100%	100%	100%
5. Loss of one (1) limb	50%	50%	50%	50%
6. Loss of Sight in one (1) eye	50%	50%	50%	50%
7. Loss of Hearing in both ears	50%	50%	50%	50%
8. Loss of Speech	50%	50%	50%	50%
The maximum Benefit paid under Section 2 is restricted to 100% of the Benefit Amount. All other losses less than 100% if having been paid shall reduce the coverage by that amount from the date of Accident until the expiry of this Certificate. Benefit on partial disability is not payable.				

BENEFITS SECTION	Benefit Amount (RM)			
	Silver Plan	Gold Plan	Platinum Plan	Diamond Plan
Section 3 – Compassionate Care				
We shall reimburse You up to the limit of Benefit Amount for the reasonable expenses incurred in travelling and accommodation by one (1) Family Member or Household Member to take care and/or accompany You, during the period of Hospitalisation, provided Your Hospitalisation is a result of an Accident and are recommended by a Doctor.	Not Covered	2,000	3,000	5,000
Section 4 – Recovery Expenses				
In the event You suffer Permanent Disability due to an Accident, We shall reimburse You, up to the limit of Benefit Amount for actual costs of purchasing any of the following medical equipment provided always that such medical equipment are necessary to assist in Your mobility and are recommended by a Doctor: a) wheelchair; b) artificial arm or leg; and/or c) crutches.	500	1,000	2,000	3,000
Section 5 – Lifestyle Modification Expenses				
We shall reimburse You up to the limit of Benefit Amount for costs necessarily incurred by You in modifying Your home, motor vehicle or relocating You to a suitable home in the event You suffer Total and Permanent Disability due to an Accident.	Not Covered	Not Covered	5,000	10,000
Section 6 – Recovery Nursing				
We shall reimburse You up to the limit of Benefit Amount, up to thirty (30) days per any one Accident, for nursing care charges considered necessary by the Hospital after discharge there from, provided that Hospitalisation is due to an Accident.	Not Covered	Not Covered	300 per day	500 per day
Section 7 – Infertility Compassionate Cash				
We shall pay You a lump sum payment of Benefit Amount if during the Period of Takaful You have sustained injury to the reproductive organs (ovaries, womb, penile, scrotum and/or testicles) resulting in total and permanent inability to reproduce, as certified by a Doctor. This section ceases upon the payment of the full Benefit Amount payable under this section.	Not Covered	Not Covered	10,000	20,000
Section 8 – Hospital ICU Cash Allowance				
We shall pay the Benefit Amount for each complete twenty-four (24) hours if You are hospitalised in Intensive Care Unit (ICU) for treatment or surgery, up to thirty (30) days per any one Accident.	Not Covered	Not Covered	300 per day	500 per day
Section 9 – Hospital Cash Allowance				
We shall pay the Benefit Amount for each complete twenty-four (24) hours if You are hospitalised for treatment or surgery, up to thirty (30) days per any one Accident.	Not Covered	Not Covered	150 per day	250 per day
Section 10 – Medical In Hospital Expenses				
We shall reimburse You up to the limit of Benefit Amount as specified below per any one Accident, for the actual cost of medical and Hospital expenses necessarily and reasonably incurred, excluding all daily room and board expenses. a) Per Adult b) Per Child Any expenses for traditional or alternative treatment are included, provided always that such treatment is sought subsequent to any medical and Hospital treatment. This is limited to Ringgit Malaysia Fifty (RM50) per visit and a maximum of Ringgit Malaysia One Hundred and Fifty (RM150) per any one Accident. Any such treatment must be provided by a qualified traditional or alternative medicine practitioner, other than Yourself or Your Family Member, who is duly registered and approved by the relevant authorities.	500 150	2,000 600	3,000 900	5,000 1,500
Section 11 – Medical In Hospital Room & Board Expenses				
We shall reimburse You for the actual cost of all daily room and board expenses necessarily and reasonably incurred, up to the limit of Benefit Amount up to sixty (60) days per any one Accident.	Not Covered	Not Covered	300 per day	500 per day
Section 12 – Medical Outpatient Expenses				
We shall reimburse You for the actual cost of Medical Outpatient expenses necessarily and reasonably incurred up to the limit of Benefit Amount, as specified below per any one Accident. a) Per Adult b) Per Child	300 100	700 200	1,000 300	2,000 600

BENEFITS SECTION	Benefit Amount (RM)			
	Silver Plan	Gold Plan	Platinum Plan	Diamond Plan
Section 13 – Road Ambulance Fee				
We shall reimburse You the actual charges incurred for necessary domestic ground ambulance services (inclusive of attendance) in conveying You to and/or from the Hospital as a result of an Accident up to the limit of Benefit Amount.	500	500	500	500
Section 14 – Facial Reconstructive Surgery and/or Dental Treatment				
We shall reimburse You for the actual cost incurred up to the limit of Benefit Amount as specified below per any one Accident to undergo corrective surgery to the head, face and/or neck, and/or treatment of injury of or damage to sound natural teeth. a) Per Adult b) Per Child Such dental correction and/or corrective cosmetic surgery is medically necessary, recommended and performed by a licensed orthodontist or cosmetic surgeon.	5,000 1,500	5,000 1,500	5,000 1,500	5,000 1,500
Section 15 – Skin Graft				
We shall reimburse You up to the limit of Benefit Amount as specified below per any one Accident for the actual cost of undergoing skin and/or burns. a) Per Adult b) Per Child Burns shall mean burning (at least 2nd degree) and the surgery must be in the opinion of the Doctor deemed Medically Necessary. We shall not pay for claims due to correction of facial disfigurement other than caused by Accident and/or burns.	Not Covered Not Covered	3,000 900	5,000 1,500	10,000 3,000

EXTENSIONS

- 1. Exposure**
Death of the Covered Person which was the result of his being unavoidably exposed to the natural elements as a result of an Accident.
- 2. Disappearance**
If You disappear and Your body has not been found within one (1) year after Your disappearance, We shall pay the death Benefit after We have examined all available evidence and We are satisfied that the disappearance can be presumed to be due to Your death as the result of an Accident.

Subsequently, if You are found to be alive, any amount that We have paid must be refunded to Us.
- 3. Sedentary Work / Off-Duty Cover**
If You are covered under this Certificate but Your employment or any activity related to Your employment is under any of the excluded occupations specified under What Is Not Covered item 11 and 12, You shall still be covered under this Certificate provided that:
 - a) You are employed to do sedentary/desk-bound duties only;
 - b) You are off-duty and/or safely return to mainland at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

CONDITIONS

- 1. A duty to comply with the Conditions**
We will only be liable to make any payment under this Certificate if You have at all times complied with the terms, provisions and conditions of this Certificate.
- 2. Fraud**
If any claim is fraudulent or of any fraudulent means, including inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain Benefits by You or anyone acting on Your behalf, all Benefits under this Certificate shall be forfeited.
- 3. Claims Notification, Procedure and Settlement**
 - a) Written notice of any event likely to give rise to a claim should be submitted to Us as soon as reasonably possible and in any case not later than thirty (30) days from the date of the Accident causing such injury.
 - b) You may be required, at Our expense to undergo further medical examination.
 - c) We will only pay the Benefits if medical report, medical certificates, police report, original invoices/quotations and receipts (for all reimbursement benefit) and other evidence which We may require are provided on request at Your expenses.
 - d) On payment of the Benefits, for which once You give Us a receipt or discharge, Our liability in that respect will reduce by the sum paid or cease if full Benefits have been paid.
 - e) We reserve the right to repudiate a claim where We are not satisfied with the evidence available to validate either:
 - i. Your identity; or
 - ii. The circumstance of the loss.
 - f) In the event of death, We shall be entitled to have a post-mortem report at Your expenses.
 - g) We will pay the Benefits due under this Certificate to You or in the event of Your death, to Your estate in accordance with the Islamic Financial Services Act 2013.
- 4. Nomination**
 - a) You may nominate an individual to receive Benefits payable upon the death of the Covered Person, either as an executor, or as a beneficiary under a conditional hibah by notifying Us in writing;
 - b) The nomination under 4(a) may be made:
 - i. at the time the Certificate is issued; or

- ii. if the Certificate has already been issued, by notifying Us in writing or by submitting the Certificate for an Endorsement of the nomination by Us.
- c) You may specify the shares be paid to the Nominee(s). In the absence of such specified shares by You, We shall pay the Nominees in equal shares.
- d) A nomination by the Participant for a Nominee to be a beneficiary under a conditional hibah, shall, regardless of any written law, have the effect of transferring ownership, and shall transfer ownership, of the Benefits payable to the Nominee upon the death of the Participant. Such Benefits so transferred shall not form part of the estate of the deceased Participant or be subject to his or her debt.

5. Termination of Certificate

a) Termination by You

If You give notice in writing to Us to terminate Your coverage under this Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later. We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

b) Certificate Automatic Termination

This Certificate shall be terminated:

- i. on the death of the Participant;
- ii. upon payment of any Benefit under Section 1 or 2(1) to 2(4) of the Participant; or
- iii. when the Participant is no longer resident in Malaysia or work permit has expired or has been cancelled by the relevant authorities.

c) Benefit Automatic Termination

The Benefit of the individual Covered Person under this Certificate shall be terminated:

- i. on the death of the Covered Person;
- ii. upon payment of any Benefit under Section 1 or 2(1) to 2(4) of the Covered Person; or
- iii. when the Covered Person is no longer resident in Malaysia or work permit has expired or has been cancelled by the relevant authorities.

Except for paragraphs (b)(i), (ii) and (c)(i), (ii) above, We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

d) Termination by Us

We may give notice of termination hereof by registered post to You at Your last known address. Such termination shall become effective after thirty (30) days following the date of such notice. We will refund the Contribution for the unexpired portion of the Period of Takaful on pro-rated basis provided no claim has been submitted to Us in relation to that Period of Takaful.

e) Effective Time of Termination

This Certificate shall terminate at 12:01am Malaysian time on the relevant date of termination.

6. Payment of Contribution – Cash Before Cover

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

7. Contribution Basis and Adjustment

Your Contribution shall be based upon Your attained age as of the Effective Date of Takaful or yearly renewal date of this Certificate whichever is applicable.

The Contribution rates are not guaranteed and may be increased or varied by Us upon renewal of the Certificate based on:

- a) Child attainment of age eighteen (18) years old;
- b) Your attainment of age sixty-six (66) years old; or
- c) Our portfolio claims experience in this class of business.

Contribution applicable shall be amended upon renewal of this Certificate.

8. Eligibility

To be eligible under this takaful, You must be eighteen (18) of age and not more than sixty-five (65) years of age on the Effective Date of Takaful. Your Spouse and Children are also eligible for cover under this takaful. You may renew this Certificate up to the age eighty (80) years. This Certificate will cease when You attains age of eighty-one (81) years.

9. Overseas Travel and Medical Treatment

We shall not pay any Benefit whilst You are outside of Malaysia:

- a) if the event which may give rise to claim occurs on business or vacation for a period exceeding three (3) consecutive months in any one annual Period of Takaful; or
- b) to seek medical treatment.

10. Arbitration Clause

Any dispute, controversy or claim arising out of or relating to this Certificate shall be referred to the decision of an Arbitrator. The Arbitrator shall be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators one to be appointed in writing by each of the parties. Appointment shall be within one calendar month after having been required to do so by either of the parties. In the case the parties do not agree on a single Arbitrator, an Umpire will be appointed in writing by the the Arbitrators in accordance with the Asian International Arbitration Centre (AIAC) for i-Arbitration Rules. The Umpire shall sit with the Arbitrators and preside at their meeting and the making of an Award shall be a condition precedent to any right of action against Us. The place of arbitration shall be Kuala Lumpur, Malaysia.

If We shall disclaim liability to You for any claim hereunder, and such claim shall not within twelve (12) months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim for all intents and purposes shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Free Look Period

You have the right to return this Certificate within fifteen (15) days after We deliver it to You, for any reason. If returned, this Certificate will be considered void from the beginning and any Contribution paid will be refunded to You, less any medical examination fee incurred.

12. Legal Actions

No action shall be brought to recover on this Certificate before the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Certificate. No such action shall be brought more than three (3) years after the time written Proof of Loss is required to be furnished.

13. Alteration and Changes

We reserve the right to amend the terms and provisions of this Certificate by giving thirty (30) days prior notice in writing by registered post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Certificate.

No alteration to this Certificate shall be valid unless authorised by Us and such approval is endorsed thereon.

14. Certificate Renewal

This Certificate shall be effective for a period of one (1) year from the Effective Date of Takaful and can be renewed annually. This Certificate is renewable at Our option. We have the right to renew, cancel or amend any of its terms on the Certificate renewal.

15. Other Takaful

No person shall be covered under more than one Mega PA Takaful – Hospital Care Certificate issued by Us. In the event the person is covered under more than one such Certificate, We shall consider that person to be covered under the Certificate which was issued first or provides the greatest amount of Benefit (where applicable) and We shall refund any duplicated Contribution payment which may have been made by or on behalf of that covered Person.

If at the time of any claim under Benefits covered in this Certificate which is on reimbursement basis, there shall be other takaful/insurance cover, either with Us or other companies covering the same risk or any part thereof, We will only pay Our ratable proportion.

16. Notice of Trust or Assignment

We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other, dealing with or relating to this Certificate.

17. Sanction Limitation 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.

18. Right to Terminate due to Anti-Money Laundering and Counter Financing of Terrorism

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

19. Interest and Currency

All payments under this Certificate shall be made in the legal currency of Malaysia.

20. Applicable Law

This Certificate shall be governed by and interpreted in accordance with the laws of Malaysia.

21. Subrogation

If We shall become liable for any payment under this Certificate, We shall be subrogated to the extent of such payment to all the rights and remedies You have against any party, and shall be entitled at Our own expense to sue under Your name. You shall give or cause to be given to Us all such assistance in Your power as We shall require to secure the rights and remedies, and at Our request shall execute or cause to be executed all documents necessary to enable Us to effectively sue under Your name.

22. Changes in Taxation, Regulations and Legislation

We may vary the terms of this Certificate as We consider appropriate and equitable, if there are changes in taxation, regulations or legislation that affect this Certificate. We will notify You in writing three (3) months prior when terms in this Certificate need to be changed.

If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable).

In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, We may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Us for all of such tax upon demand by Us.

23. Data Protection Obligations and Rights

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 You, as the context may require to:

- a) Etiqa General Insurance Berhad, Etiqa General Takaful Berhad, Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom we have contractual agreements for some of our functions, service and activities;
- d) Other insurance companies or takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

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.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of a Covered Person, or another individual, You must inform that individual of Our privacy notice.

For detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my.

WHAT IS NOT COVERED

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

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising;
2. Any action taken in controlling, preventing, suppressing, or in any way relating to (1) above;
3. Participating in a terrorist act, riot, strike, or civil commotion;
4. Ionisation, radiation or contamination, by radioactivity from any nuclear waste from the combustion of nuclear fuel or nuclear weapons materials;
5. Suicide, attempted suicide or self-inflicted injury, while sane or insane;
6. Pre-existing physical or mental defect or infirmity, illness, disease, bacterial or viral infections even if contracted by accident;
7. Physical and violent provocation by You, leading to a similar response that leads to physical harm or death;
8. Training, practising or taking part in hazardous sports or activities such as (but not limited to):
 - i) underwater activities involving the use of compressed air or gas;
 - ii) potholing, climbing or mountaineering;
 - iii) hunting, off-road vehicle activities, or water-skiing;
 - iv) flying or other aerial activities, except as a fare-paying passenger in a commercial airline;
 - v) parachuting, sky-diving, hang-gliding, or bungee jumping;
 - vi) any racing activities other than on foot;
 - vii) professional sports; or
 - viii) martial arts or fighting;
9. Committing or attempting to commit any unlawful or criminal act, whether directly or as an accessory;
10. Under the influence of, or due wholly or partly to the effect of, alcohol or drugs (other than drugs taken in accordance with the treatment prescribed and directed by a Doctor but excluding drugs used in the treatment of alcohol or drug addiction);
11. Being engaged, whether as employee, self-employed person, volunteer, intern, or trainee within the military, civil defence, law enforcement, fire-fighting or security services or organisations;
12. As a member of an air crew, ships crew, or oil-rig crew, or as divers or fishermen;
13. Participating in mining, logging, sawmilling, woodworking, underground work, demolition, blasting, or quarrying;
14. Using scaffolding, or work on the exterior of buildings above the ground floor; or
15. Involving explosives, poisonous or hazardous gases, liquids or substances.

CERTIFICATE INFORMATION STATEMENT

1. In case of any changes to Your address, please inform Us immediately.
2. If You have any enquiries other than claims, please contact Us at:
Etiqa General Takaful Berhad
Level 13, Tower C, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia
Telephone Number: +603 2297 3888
Facsimile Number: +603 2297 3800
Etiqa Oneline: 1300 13 8888
E-mail: info@etiqa.com.my
Homepage: www.etiqa.com.my
3. In the event of claims under the Certificate, please call Our Claims Assist at 1300 88 1007.

COMPLAINT PROCEDURES

If You feel that Our service to You needs improvement, please let Us have Your feedback by contacting Us by post at:

Complaint Management Unit
Etiqa General Takaful Berhad
Level 6, Tower B, Dataran Maybank
No. 1, Jalan Maarof
59000 Kuala Lumpur, Malaysia;

Or by telephone number 1300 13 8888 or +603 2780 4500 (Overseas)
Facsimile Number: +603 2297 1919
E-mail: complaint_cmu@etiqa.com.my

We assure You that Your feedback will be looked into.

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi, Nasihat & Khidmat (BNMLINK) provide alternative avenues for members of the public to seek redress against unfair market practices.

PROCEDURE FOR COMPLAINT TO OFS

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 Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

E-mail: enquiry@ofs.org.my
or
Facsimile Number: +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

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 Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Us or visit the OFS website at www.ofs.org.my.

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 Us should they be dissatisfied with the outcome by the OFS.

PROCEDURE FOR COMPLAINT TO BNMLINK

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNMLINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:

Director, Jabatan LINK dan Pejabat Wilayah
Bank Negara Malaysia
Jalan Dato' Onn
50480 Kuala Lumpur, Malaysia
Telephone Number: 1300 88 5465
Facsimile Number: +603 2174 1515
E-mail: bnmtelink@bnm.gov.my