



Participant : **Etiqua Family Takaful Berhad (EFTB)**
Master Certificate No. : **KWSP0002**
Certificate : **Etiqua Critical Care Takaful**
Effective Date : **10/12/2021**

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

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

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

CERTIFICATE INFORMATION STATEMENT Etiqa Critical Care Takaful

Change of Address	Please inform Us immediately of any change of address of the Person Covered or the Nominee, to ensure that there will be no interruption in communication from Us to the Person Covered and the Nominee.
Right to change Contributions	The Contribution rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to You. Changes to the Contribution rates or terms will only impact Certificates of Takaful with a Commencement Date after the notice effective date.
Application and payment of Contribution	The Person Covered is eligible for Takaful Benefits according to the terms and conditions of the Master Certificate once the application is accepted by Us. The Commencement Date of the eligibility is specific to each Person Covered and is provided in the Certificate of Takaful. The Contribution is paid by deduction of the Person Covered's Kumpulan Wang Simpanan Pekerja (KWSP) Account 2, subject to terms and conditions by KWSP.
Right to terminate the Master Certificate	We may give notice to terminate the Master Certificate for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the Effective Date of notice. In the event that notice of termination is served, any Certificates of Takaful which are In Force prior to the effective date of the notice, will continue to be subject to the terms and conditions of the Master Certificate. No new Certificates of Takaful are issued after the effective date of notice. Once notice is effective, the Master Certificate will continue until no more Certificates of Takaful are In Force. Termination of the Master Certificate will then be immediate.
Right to terminate the Certificate of Takaful	The Person Covered has the right to terminate the Certificate of Takaful, for any reason. In the event of termination within fifteen (15) days of the Free Look Period, We will cancel the Certificate of Takaful and refund the Contribution received by Us. Notification must be received by Us during the Free Look Period. The Certificate of Takaful will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted. In the event of termination after the Free Look Period, the Person Covered will receive a surrender Benefit, which may be lesser than the Contribution paid, plus PRF surplus, if any. In the event of unsuccessful Contribution payment to Us for the Certificate of Takaful, We shall have the right to void that Certificate of Takaful from the day the application was accepted.
Right to nominate Takaful Benefit	The Person Covered may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Person Covered's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah. The nomination must be registered with Us, and may be made: 1) At the time of application; or 2) By notifying Us in writing, at any time after the issuance of the Certificate of Takaful. The Person Covered may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Person Covered, We shall pay the executor or beneficiary in equal shares. A Nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Person Covered to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Person Covered or be subject to his or her debt. Upon the payment of Takaful Benefit, We shall be discharged from any further liability in respect of that Person Covered.

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 Person Covered's lifetime; 2) By a notice in writing from the Person Covered to Us; or 3) By any subsequent nomination by the Person Covered 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 Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Person Covered to the estate of the deceased Person Covered, unless the Person Covered has made a subsequent nomination in place of the deceased Nominee.</p>
Our Head Office Address	<p>Our Head Office address is:</p> <p>Etiqa Family Takaful Berhad Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur. Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 Email: info@etiqa.com.my</p>
The claim process and how to make a claim	<p>The Claimant must notify Us of a claim for any Takaful Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Person Covered's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Takaful Benefit according to the terms and conditions of the Master Certificate.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Takaful Benefits according to the terms and conditions of the Master Certificate. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Certificate.</p>
How to contact Us	<p>If the Person Covered need to contact Us, have any questions relating to the Master Certificate and/ or Certificate of Takaful, or have a request to change the contents of the Master Certificate and/ or Certificate of Takaful, please write to Our postal address at Etiqa Family Takaful Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etiqa.com.my, or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.</p>
How to complain to Us	<p>If a Claimant is not satisfied with Our service under the Master Certificate and/ or Certificate of Takaful, please write to Our postal address: Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03 – 2297 1919; or e-mail at complaint_cmu@etiqa.com.my. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).</p>
How to complain to the government regulator	<p>If a Claimant is not satisfied with Our conduct, please write to the BNM, include details of the conduct, nature of their dispute, Our name, Master Certificate and/ or Certificate of Takaful number, and any correspondence between Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur, or by facsimile to 03-2174 1515, or e-mail at 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, in the event that the Claimant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : enquiry@ofs.org.my</p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address: Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at www.ofs.org.my.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 126 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p>How to settle a dispute through arbitration</p>	<p>If a Claimant disputes a decision We have made relating to the Master Certificate and/ or Certificate of Takaful, and do not wish to mediate the dispute, or do not accept OFS's decision following mediation, the Claimant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant and We shall attempt to mutually agree to appoint a single Arbitrator. If the Claimant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant and Us.</p>

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

GENERAL DEFINITIONS

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

Common Phrase, Word or Abbreviation	Definition
Accident	A sudden, unforeseen and unplanned event that results in bodily injury.
Activities of Daily Living	Activities of Daily Living are as follows: <ol style="list-style-type: none"> 1) Transfer Getting in and out of a chair without requiring physical assistance; 2) Mobility The ability to move from room to room without requiring any physical assistance; 3) Contenance The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene; 4) Dressing Putting on and taking off all necessary items of clothing without requiring assistance of another person; 5) Bathing or Washing The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; and 6) Eating All tasks of getting food into the body once it has been prepared.
Arbitrator	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
Bank Negara Malaysia, or BNM	The government body in Malaysia responsible for primary regulation of Takaful operators. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by Takaful operators.
Certificate of Takaful	The document and any subsequent Endorsements, identified as the Certificate of Takaful for the Person Covered, based on the application form and any additional information requested by Us and provided to Us.
Claimant	The Person Covered or the Nominee of the Person Covered's estate, who is entitled to claim the Takaful Benefits under the Certificate of Takaful, according to the terms and conditions of the Master Certificate.
Commencement Date	The earliest date at which the Person Covered is eligible for Takaful Benefits according to the terms and conditions of the Master Certificate. The Commencement Date is specific to each Person Covered and is provided in the Certificate of Takaful.
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, while the Certificate of Takaful remains In Force.
Contribution	The amount of money paid to Us, based on the basis of Tabarru' according to the terms and conditions of the Master Certificate. The Contribution is specific to each Person Covered and is provided in the Certificate of Takaful.
Cover Period	The period between Commencement Date and Expiry Date. The Cover Period is specific to each Person Covered and is provided in the Certificate of Takaful.
Diagnosis	The definite conclusion that is arrived at after a careful medical assessment of all the available clinical, radiological, laboratory and histological evidence that is required by Us.
Effective Date	The date provided in the Master Certificate as the Effective Date.
Endorsement	Any written change to the Master Certificate and/ or Certificate of Takaful which is issued and properly authorised by Us.

Expiry Date	The latest date at which the Person Covered is no longer eligible to Takaful Benefits according to the terms and conditions of the Master Certificate. The Expiry Date is specific to each Person Covered and is provided in the Certificate of Takaful.
Free Look Period	This is the period of fifteen (15) days, from when the Certificate of Takaful has been received by the Person Covered.
Hospital	A registered institution established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for: <ol style="list-style-type: none"> 1) 24-hour nursing services by registered and graduate nurses; 2) Diagnostic and major Surgery; and 3) Under the supervision of a physician. A Hospital is expressly not: <ol style="list-style-type: none"> 1) Primarily a clinic; 2) A convalescent, nursing or rest home; 3) A rehabilitation centre for alcoholics or drugs addicts; or 4) A home for the elderly or infirmed.
In Force	A state of the Certificate of Takaful reflecting eligibility of a Person Covered to Takaful Benefits according to the terms and conditions of the Master Certificate. A Certificate of Takaful has the status In Force if: <ol style="list-style-type: none"> 1) The Person Covered is alive; 2) The Certificate of Takaful has been issued according to the terms and conditions of the Master Certificate; 3) The Certificate of Takaful has not been terminated or voided by notice, according to the terms and conditions of the Master Certificate; and 4) The Expiry Date has not been reached.
Injury	Bodily injury caused solely by an Accident.
Issue Date	The date that the Certificate of Takaful was issued by Us. The Issue Date is specific to each Person Covered and is provided in the Certificate of Takaful.
Ju'alah	Ju'alah is 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 this contract of Takaful, it refers to the basis of distribution of surplus from the Participants' Risk Fund which is agreed between Us and the Person Covered.
Master Certificate	The document and any subsequent endorsements, which are identified as the Master Certificate.
Material Information	Any information, reports, answers, and disclosures provided by the Person Covered, or a third party on behalf of the Person Covered, which is: <ol style="list-style-type: none"> 1) In respect of the Person Covered; and 2) Is provided prior to the Issue Date.
Nominee	The person that Person Covered has nominated to receive the Takaful Benefit payable under the Certificate of Takaful upon the death of the Person Covered. The nomination must be registered with Us.
Ombudsman for Financial Services, OFS	An independent body set up to help settle disputes between the Claimant and Us, as an alternative to the courts.
Participants' Risk Fund, or PRF	The account where the Tabarru' portion of the Contribution is placed for the purpose of meeting Takaful Benefits which have been identified in the terms and conditions of the Certificate of Takaful/Master Certificate. The PRF is collectively owned by a pool of Takaful Participants and/ or Persons Covered (where applicable).
Participant, You, or Your	Etiqa Family Takaful Berhad or person named as the Participant in the Master Certificate and Certificate of Takaful.
Person Covered	The Person Covered who is identified in the Certificate of Takaful as the person being covered under the Certificate of Takaful.

Personal Data	<p>Shall have the same meaning ascribed to it as under section 4 of the Personal Data Protection Act 2010. Personal Data refers to the information, reports, answers, and disclosures provided by the Person Covered, or a third party on behalf of the Person Covered, which is in respect of the Person Covered.</p> <p>Personal Data does not include information, reports, answers, and disclosures which are in the public domain.</p>
Pre-existing Condition	<p>A Pre-existing Condition is a condition, disease or Injury, where at or prior to the Commencement Date of the Certificate of Takaful:</p> <ol style="list-style-type: none"> 1) The Person Covered had received or is receiving treatment; 2) The Person Covered has been recommended to obtain medical advice, Diagnosis, care or treatment; 3) The Person Covered would have been aware of clear and distinct symptoms; or 4) The condition, disease, or Injury or symptoms would have been apparent to a reasonable person.
Qard	<p>Qard, in the context of this Certificate of Takaful, means an interest-free loan which is given by the Takaful Operator to the PRF when it becomes insufficient to fulfil its Takaful obligation. The loan will be paid by the future surpluses from the PRF.</p>
Re-participation	<p>Re-participation entitles the Person Covered to participate in Etiqa Critical Care Takaful with certain terms and conditions waived as stipulated in the Master Certificate. Person Covered has the option to re-participate within thirty (30) days from the Certificate of Takaful's Expiry Date, provided Person Covered did not make any claim for that Certificate of Takaful. Re-participation Certificate of Takaful is indicated in the Certificate of Takaful.</p> <p>The allowable Sum Covered for the Re-participation is either equal or lower than the Sum Covered of that Certificate of Takaful. In the event any Re-participation Certificate of Takaful was issued prior to the approval of claim on that Certificate of Takaful, We reserve the right to terminate the Re-participation Certificate of Takaful. The Re-participation Certificate of Takaful will be considered void from the beginning and any Contribution paid will be refunded to the Person Covered's Kumpulan Wang Simpanan Pekerja (KWSP) account. If the Person Covered has attained fifty-fifth (55th) birthday, the refunded Contribution will be credited to the Person Covered's bank account.</p>
Sane	<p>A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person:</p> <ol style="list-style-type: none"> 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.
Surgery	<p>Surgery shall mean any of the following medical procedures:</p> <ol style="list-style-type: none"> 1) To incise, excise or electrocauterize any organ or body part, except for dental services; 2) To repair, revise or reconstruct any organ or body part; 3) To reduce by manipulation a fracture or dislocation; or 4) The use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, oesophagus, stomach, intestine, urinary bladder, or urethra.
Sum Covered	<p>The amount of Takaful coverage provided under the Master Certificate, in respect of each Person Covered. The Sum Covered is provided in the Certificate of Takaful.</p>
Surrender Value	<p>The amount payable upon surrender of the Certificate of Takaful. The Surrender Value varies daily over the Cover Period and is fixed at the Commencement Date.</p>
Tabarru'	<p>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.</p>
Takaful	<p>An Arabic word that means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Persons Covered agree to assist each other financially in case of certain defined needs.</p>
Takaful Benefit, or Benefit	<p>The collective name for the payments made according to the terms and conditions of the Takaful Benefits section of the Master Certificate. The Takaful Benefits are specific to each Person Covered.</p>

Wakalah	Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of this Certificate, this means Persons Covered have appointed Us to invest and manage the Participants' Risk Fund on Persons Covered behalf. Persons Covered have also authorized Us to delegate Our rights, duties and obligations to any third party as We deem fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards Persons Covered.
Wakalah Fee	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificates of Takaful and PRF. The Wakalah fee is twenty percent (20%) of the yearly Contribution for each Certificate of Takaful.
We (Our, Us, the Takaful Operator)	Etiqa Family Takaful Berhad.

GENERAL TERMS & CONDITIONS

Contract Basis	The Master Certificate, Certificate of Takaful, and Endorsements, if any, are evidence of the contract between the Participant and Us. The application made to Us, and such additional information disclosed to Us in connection with this Takaful coverage shall form part of this contract.
Headings	Unless indicated otherwise, headings and tables within the Master Certificate are inserted for convenience only, and shall not affect the interpretation of the Master Certificate.
How to contact Us	If the Person Covered need to contact Us, have any questions relating to the Master Certificate and/ or Certificate of Takaful, or have a request to change the contents of the Master Certificate and/ or Certificate of Takaful, please write to Our postal address at Etiqa Family Takaful Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etiqa.com.my , or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.
Currency for all payments	All payments under the Master Certificate and/ or Certificate of Takaful shall be made in the legal currency of Malaysia.
Applicable law	The Master Certificate and/ or Certificate of Takaful shall be interpreted and governed by the legislation of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Master Certificate and/ or Certificate of Takaful if there are changes in taxation, regulations or legislation that affect this Master Certificate and/ or Certificate of Takaful. We shall notify You in writing when terms in this Master Certificate and/ or Certificate of Takaful need to be changed.
Sanction limitation and exclusion clause	This Master Certificate and/ or Certificate of Takaful shall not provide cover and the Takaful Operator shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose the Takaful Operator to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states, and/ or any other applicable economic or trade sanction laws or regulations. We may terminate this Master Certificate and/ or Certificate of Takaful with immediate effect and shall not thereafter be required to transact any business with You in connection with this Master Certificate and/ or Certificate of Takaful.

GENERAL RIGHTS & OBLIGATIONS

Conditions precedent to rights	The Person Covered due observance and fulfilment of the terms and conditions of the Master Certificate shall be conditions precedent to their rights under the Master Certificate.
Right to terminate the Master Certificate	We may give notice to terminate the Master Certificate for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the effective date of notice.

	<p>In the event that notice of termination is served, any Certificates of Takaful which are In Force prior to the effective date of the notice, will continue to be subject to the terms and conditions of the Master Certificate. No new Certificates of Takaful are issued after the effective date of notice.</p> <p>Once notice is effective, the Master Certificate will continue until no more Certificates of Takaful are In Force. Termination of the Master Certificate will then be immediate.</p>
Right to terminate the Certificate of Takaful	<p>The Person Covered has the right to terminate the Certificate of Takaful, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period, We will cancel the Certificate of Takaful and refund the Contribution received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate of Takaful will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Person Covered will receive a surrender Benefit, which may be lesser than the Contribution paid, plus PRF surplus, if any.</p> <p>In the event of unsuccessful Contribution payment to Us for the Certificate of Takaful, We shall have the right to void that Certificate of Takaful from the day the application was accepted.</p>
Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism	<p>If We discover, or have justified suspicion, that the Master Certificate and/ or Certificate of Takaful is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Master Certificate and/ or respective Certificate of Takaful immediately. We shall deal with all Contributions paid and all Benefits or sums payable in respect of the Certificate of Takaful in accordance with any applicable laws.</p>
Obligation to correct mistakes and errors	<p>We shall correct any mistake or error made in the Master Certificate and/ or Certificate of Takaful as soon as We are aware of, or are informed of such mistake or error. Our correction will be made via an Endorsement to the Master Certificate, or the Certificate of Takaful, and will be valid from the effective date of the Endorsement.</p>
Rights and obligations under the principles of Takaful	<p>The Takaful Benefits and Contribution are paid in accordance with Tabarru' and the terms and conditions of the Master Certificate.</p> <p>We have the right to charge a Wakalah Fee as Takaful Operator, which will be deducted from each Contribution received by Us.</p> <p>We have the obligation to invest the PRF according to the principles of Shariah.</p>
Right to change Contributions	<p>The Contribution rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to You. Changes to the Contribution rates or terms will only impact Certificates of Takaful with a Commencement Date after the notice effective date.</p>
Data protection obligations and rights	<p>We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the 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 Person Covered (from time to time) including Kumpulan Wang Simpanan Pekerja (KWSP); 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 Persons Covered will keep Us updated in respect of all such Personal Data as soon as is practicable.</p> <p>We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.</p> <p>We may from time to time request that the Persons Covered provide other Personal Data required for the purposes of the Master Certificate and/ or Certificate of Takaful.</p>

	<p>Prior to providing Us with the Personal Data of any individual, the Persons Covered providing the Personal Data, must inform that individual of Our privacy notice.</p> <p>For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1-300-13-8888, or refer to Our website at www.etiqa.com.my.</p>
Obligation to take reasonable care and not to misrepresent	<p>It is the duty of the Person Covered to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures, when:</p> <ol style="list-style-type: none"> 1) Making an application, 2) If varying the Master Certificate and/ or Certificate of Takaful, and 3) If required by Us to confirm answers or declarations previously provided. <p>This duty shall continue until the Effective Date of Master Certificate or the Commencement Date of Certificate of Takaful, or the effective date of a subsequent variation.</p>
Non-disclosure or misrepresentation of Material Information	<p>In the event that We terminate this Master Certificate and/ or Certificate of Takaful due to misrepresentation or non-disclosure of Material Information, the remedies of the Islamic Financial Service Act 2013 will apply.</p>
Right to challenge a Certificate of Takaful	<p>We have the right to challenge a Certificate of Takaful for misrepresentation, if We are able to show that the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to our refusal to issue the Certificate of Takaful, or would have led Us to impose terms and conditions less favourable than those imposed in the Master Certificate.</p> <p>In the event that We identify misrepresentation for that Certificate of Takaful, the Certificate of Takaful of that Person Covered may be terminated or voided, claims for Takaful Benefits refused, or the terms and conditions applicable to the Person Covered changed in the Certificate of Takaful.</p>
Right to adjust terms for misstatement of age or sex	<p>If the age or sex of the Person Covered has been misstated, resulting in a shortage of Contribution, the Sum Covered for that Person Covered will be reduced based on the amount that corresponds to the correct age and sex.</p> <p>If the misstatement of age or sex of the Person Covered resulted in an excess of Contribution, then We shall refund the excess to the Person Covered.</p> <p>The adjustment to Sum Covered or the refund will be based on Our Contribution rates in effect at the Commencement Date.</p>
Right to waiver and non-waiver of rights	<p>A delay or failure by Us to exercise or enforce any rights under the Master Certificate and/ or Certificate of Takaful, shall not be deemed as a waiver of any such rights, or termination of those rights. Waiver of any right by Us shall be valid when confirmed in writing.</p>
Right to nominate Takaful Benefit	<p>The Person Covered may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Person Covered's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> 3) At the time of application; or 4) By notifying Us in writing, at any time after the issuance of the Certificate of Takaful. <p>The Person Covered may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Person Covered, We shall pay the executor or beneficiary in equal shares.</p> <p>A Nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Person Covered to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Person Covered or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability in respect of that Person Covered.</p>

Right to revoke a nomination	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> 4) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Person Covered's lifetime; 5) By a notice in writing from the Person Covered to Us; or 6) By any subsequent nomination by the Person Covered 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 Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Person Covered to the estate of the deceased Person Covered, unless the Person Covered has made a subsequent nomination in place of the deceased Nominee.</p>
No rights of third parties	<p>Nothing in the Master Certificate and/ or Certificate of Takaful is intended to grant any right to any third party, to enforce any term of the Master Certificate and/ or Certificate of Takaful, or to confer any third party any benefits under the Master Certificate and/ or Certificate of Takaful.</p> <p>There is no liability under the Master Certificate and/ or Certificate of Takaful, or by Us, to a third party in respect of any other liabilities.</p>
Medical examination	<p>We shall have the right and opportunity to examine the Person Covered as and when it may reasonably require during the claim assessment.</p>

TAKAFUL BENEFITS

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 Master Certificate.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Takaful Benefits according to the terms and conditions of the Master Certificate. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Certificate.</p>
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(I) Critical Illness Benefit

Takaful Benefit payable on Diagnosis of critical illness	<p>While this Certificate of Takaful is In Force, when the Person Covered is diagnosed with any one (1) of the covered critical illnesses listed in the Definition of Critical Illness (except Angioplasty and Other Invasive Treatments For Coronary Artery Disease), a lump sum of the following is payable to the Person Covered:</p> <ol style="list-style-type: none"> 1) Sum Covered: and 2) Any PRF surplus for the Certificate of Takaful.
Limited payment (for Angioplasty and Other Invasive Treatments for Coronary Artery Disease)	<p>We shall pay ten percent (10%) of the Sum Covered of the Certificate of Takaful, up to a maximum of Twenty-five Thousand Malaysian Ringgit (RM25,000), when the Person Covered undergoes, for the first time ever, Angioplasty or Other Invasive Treatments For Coronary Artery Disease.</p> <p>In the event of a limited payment under the Benefit above, the Sum Covered of the Certificate of Takaful will be reduced by the amount that is paid.</p>

<p>Conditions for critical illness Benefit to be paid</p>	<p>We shall only pay the critical illness Benefit if:</p> <ol style="list-style-type: none"> 1) The Person Covered survives at least thirty (30) days after being diagnosed with a critical illness; 2) The covered critical illness occurs thirty (30) days after the Issue Date of Certificate of Takaful; 3) The following specified critical illness are only covered sixty (60) days after the Issue Date of Certificate of Takaful: <ol style="list-style-type: none"> a) Cancer; b) Coronary Heart Disease Requiring Surgery; c) Heart Attack; and d) Other Serious Coronary Artery Disease. 4) The Person Covered is diagnosed with the critical illness for the first time; and 5) Diagnosis or event of the covered critical illness meets the Definition of Critical Illness. <p>Note:</p> <p>The waiting period of thirty (30) days for covered critical illness under condition (2), and sixty (60) days for specified critical illness under condition (3) are not applicable to Re-participation Certificate of Takaful.</p>
<p>Exclusions</p>	<p>The Certificate of Takaful shall not cover critical illness occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> 1) Pre-existing Condition; 2) Intentional self-inflicted Injury while Sane; 3) Consumption of alcohol, non-prescribed or illegal drugs or narcotics; or 4) Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection by the Human Immunodeficiency Virus (HIV) except those being covered.
<p>Notification timeframe for critical illness claim</p>	<p>Person Covered must provide Us with written notice of a claim due to critical illness within thirty (30) days from the date of Diagnosis or Surgery.</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>
<p>Settlement terms for critical illness Benefit</p>	<p>The payment of the critical illness Benefit will be a single amount, subject to the terms and conditions of the critical illness Benefit section under this Master Certificate.</p> <p>Upon full payment of Sum Covered under the Certificate of Takaful, We are discharged from any further liability in respect of that Person Covered.</p>

(II) Surrender Benefit

<p>Surrender of the Certificate of Takaful</p>	<p>While the Certificate of Takaful is In Force, Person Covered may surrender the Certificate of Takaful to Us for its surrender Benefit (if any) by returning the Certificate of Takaful to Us at Our Head Office, along with a written surrender request signed by Person Covered. The written surrender request must be submitted together with any other documents that We may require.</p> <p>The surrender Benefit payable is the Surrender Value as follow:</p> $(80\% \times \text{Annual Contribution}) \frac{\text{No. of days remaining to the next anniversary/Expiry Date}}{\text{No. of days in the commencement year}}$ <p>plus PRF surplus, if any, for the Certificate of Takaful.</p> <p>Upon payment of the surrender Benefit, We are discharged from any future liability in respect of that Person Covered.</p>
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(III) Surplus Distribution

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

COMPLAINTS AND DISPUTE RESOLUTION

How to complain to Us	If a Claimant is not satisfied with Our service under the Master Certificate and/ or Certificate of Takaful, please write to Our postal address: Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03 – 2297 1919; or e-mail at complaint_cmu@etiqa.com.my . Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).
How to complain to the government regulator	<p>If a Claimant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Master Certificate and/ or Certificate of Takaful number, and any correspondence between the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; or by facsimile to 03–2174 1515; or e-mail at 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, in the event that the Claimant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : enquiry@ofs.org.my</p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at 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 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 disputes a decision We have made relating to the Master Certificate and/ or Certificate of Takaful, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant and We shall mutually agree to appoint a single Arbitrator. If the Claimant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant and Us.</p>

DEFINITION OF CRITICAL ILLNESS

1.	Alzheimer's Disease/ Severe Dementia	<p>Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The covered event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The diagnosis must be clinically confirmed by a neurologist.</p> <p>From the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Non organic brain disorders such as neurosis; 2) Psychiatric illnesses; and 3) Drug or alcohol related brain damage.
2.	Angioplasty and Other Invasive Treatments for Coronary Artery Disease	<p>The actual undergoing for the first (1st) time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one (1) or more coronary arteries as shown by angiographic evidence.</p> <p>Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of Twenty-five Thousand Malaysian Ringgit (RM25,000). This covered event is payable once only and shall be deducted from the amount of this Contract, thereby reducing the amount of the Lump Sum Payment which may be payable.</p>
3.	Bacterial Meningitis – Resulting in Permanent Inability to Perform Activities of Daily Living	<p>Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.</p> <p>The diagnosis must be confirmed by:</p> <ol style="list-style-type: none"> 1) An appropriate specialist; and 2) The presence of bacterial infection in the cerebrospinal fluid by lumbar puncture. <p>For the above definition, other forms of meningitis, including viral meningitis are not covered.</p>
4.	Benign Brain Tumour – of Specified Severity	<p>A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) It is life threatening; 2) It has caused damage to the brain; 3) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and 4) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques. <p>The following are not covered:</p> <ol style="list-style-type: none"> 1) Cysts; 2) Granulomas; 3) Malformations in or of the arteries or veins of the brain; 4) Hematomas; 5) Tumours in the pituitary gland; 6) Tumours in the spine; and 7) Tumours of the acoustic nerve.
5.	Blindness – Permanent and Irreversible	<p>Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.</p>

6.	Brain Surgery	<p>The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy (surgical opening of skull) is performed.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Burr hole procedures; 2) Transphenoidal procedures; 3) Endoscopic assisted procedures or any other minimally invasive procedures; and 4) Brain surgery as a result of an accident.
7.	Cancer – of Specified Severity and Does Not Cover Very Early Cancers	<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 leukemia, 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 any of the following: <ol style="list-style-type: none"> a) pre-malignant; b) non-invasive; c) carcinoma in situ; d) having borderline malignancy; e) having malignant potential; 2) All tumours of the prostate histologically classified as T1N0M0 (TNM classification); 3) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification); 4) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification); 5) Chronic Lymphocytic Leukemia less than Rai Stage 3; 6) All cancers in the presence of HIV; and 7) Any skin cancer other than malignant melanoma.
8.	Cardiomyopathy – of Specified Severity	<p>A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.</p> <p>The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:</p> <p>Class III - Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.</p> <p>Class IV - Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.</p> <p>Cardiomyopathy directly related to alcohol or drug abuse is not covered.</p>
9.	Chronic Aplastic Anemia – Resulting in Permanent Bone Marrow Failure	<p>Irreversible permanent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:</p> <ol style="list-style-type: none"> 1) Regular blood product transfusion; 2) Marrow stimulating agents; 3) Immunosuppressive agents; or 4) Bone marrow transplantation. <p>The diagnosis must be confirmed by a bone marrow biopsy.</p>
10.	Coma – Resulting in Permanent Neurological Deficit with	<p>A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.</p>

	Persisting Clinical Symptoms	The following is not covered: 1) Coma resulting directly from alcohol or drug abuse.
11.	Coronary Artery By-pass Surgery	Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting. For the above definition, the following are not covered: 1) Angioplasty; 2) Other intra-arterial or catheter based techniques; 3) Keyhole procedures; and 4) Laser procedures.
12.	Deafness – Permanent and Irreversible	Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than eighty (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.
13.	Encephalitis – Resulting in Permanent Inability to Perform Activities of Daily Living	Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The covered event must be certified by a neurologist. Encephalitis in the presence of HIV infection is not covered.
14.	End-stage Liver Failure	End-stage liver failure as evidenced by all of the following: 1) Permanent jaundice; 2) Ascites (excessive fluid in peritoneal cavity); and 3) Hepatic encephalopathy. Liver failure secondary to alcohol or drug abuse is not covered.
15.	End-stage Lung Disease	End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met: 1) The need for regular oxygen treatment on a permanent basis; 2) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) litre during the first (1 st) second; 3) Shortness of breath at rest; and 4) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.
16.	Full-Blown AIDS	The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory test. In addition, the Person Covered must have a CD4 cell count of less than two hundred (200) and one or more of the following criteria are met: 1) Weight loss of more than 10% of body weight over a period of six (6) months or less (wasting syndrome); 2) Kaposi Sarcoma; 3) Pneumocystis Carinii Pneumonia; 4) Progressive multifocal leukoencephalopathy; 5) Active Tuberculosis; 6) Less than one-thousand (1000) Lymphocytes; or 7) Malignant Lymphoma.
17.	Fulminant Viral Hepatitis	A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria: 1) A rapidly decreasing liver size as confirmed by abdominal ultrasound; 2) Necrosis involving entire lobules, leaving only a collapsed reticular framework;

		<p>3) Rapidly deteriorating liver functions tests; and</p> <p>4) Deepening jaundice.</p> <p>Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.</p>
18.	Heart Attack – of Specified Severity	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ol style="list-style-type: none"> 1) A history of typical chest pain; 2) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and 3) Elevation of the cardiac biomarkers , inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher: <ul style="list-style-type: none"> - Cardiac Troponin T or Cardiac Troponin I > / = 0.5 ng/ml. <p>The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Occurrence of an acute coronary syndrome including but not limited to unstable angina; and 2) A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.
19.	Heart Valve Surgery	<p>The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Repair via intra-arterial procedure; and 2) Repair via key-hole surgery or any other similar techniques.
20.	HIV Infection due to Blood Transfusion	<p>Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:</p> <ol style="list-style-type: none"> 1) The blood transfusion was medically necessary or given as part of a medical treatment; 2) The blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate; 3) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood; 4) The Person Covered does not suffer from hemophilia; and 5) The Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.
21.	Kidney Failure – Requiring Dialysis or Kidney Transplant	<p>End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.</p>
22.	Loss of Independent Existence	<p>Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.</p>
23.	Loss of Speech	<p>Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.</p> <p>All psychiatric related causes are not covered.</p>

24.	Major Head Trauma – Resulting in Permanent Inability to Perform Activities of Daily Living	Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.
25.	Major Organ/ Bone Marrow Transplant	The receipt of a transplant of: 1) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or 2) One (1) of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ. Other stem cell transplants are not covered.
26.	Medullary Cystic Disease	A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.
27.	Motor Neuron Disease – Permanent Neurological Deficit with Persisting Clinical Symptoms	A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.
28.	Multiple Sclerosis	A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following: 1) Investigations which confirm the diagnosis to be Multiple Sclerosis; 2) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and 3) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.
29.	Muscular Dystrophy	The definite diagnosis of a Muscular Dystrophy by a Neurologist which must be supported by all of the following: 1) Clinical presentation of progressive muscle weakness; 2) No central / peripheral nerve involvement as evidenced by absence of sensory disturbance; and 3) Characteristic electromyogram and muscle biopsy findings. No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.
30.	Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection	Infection with the Human Immunodeficiency Virus (only if the Life Assured is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to the Company within thirty (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident. “Medical Staff” is defined as doctors (General Physicians and Specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in a medical centre or hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.

31.	Paralysis of Limbs	Total, permanent and irreversible loss of use of both arms or both legs, or of one (1) arm and one (1) leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.
32.	Parkinson's Disease – Resulting in Permanent Inability to Perform Activities of Daily Living	<p>A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:</p> <ol style="list-style-type: none"> 1) Cannot be controlled with medication; 2) Shows signs of progressive impairment; and 3) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living. <p>Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.</p>
33.	Primary Pulmonary Arterial Hypertension – of Specified Severity	<p>A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.</p> <p>Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.</p> <p>The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:</p> <p>Class III - Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.</p> <p>Class IV - Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.</p>
34.	Serious Coronary Artery Disease	The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.
35.	Stroke – Resulting in Permanent Neurological Deficit with Persisting Clinical Symptoms	<p>Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Transient ischemic attacks; 2) Cerebral symptoms due to migraine; 3) Traumatic injury to brain tissue or blood vessels; and 4) Vascular disease affecting the eye or optic nerve or vestibular functions.
36.	Surgery to Aorta	<p>The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> 1) Angioplasty; 2) Other intra-arterial or catheter based techniques; 3) Other keyhole procedures; and 4) Laser procedures.

37.	Systemic Lupus Erythematosus with Severe Kidney Complications	<p>A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.</p> <p>For this definition , the covered event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only hematological or joint involvement are not covered.</p> <p>WHO Lupus Classification:</p> <p>Type III - Focal Segmental glomerulonephritis</p> <p>Type IV - Diffuse glomerulonephritis</p> <p>Type V - Membranous glomerulonephritis</p>
38.	Terminal Illness	<p>The conclusive diagnosis of a condition that is expected to result in death of the Person Covered within twelve (12) months. The Person Covered must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by the Company's appointed doctor, and filing of the claim must be during the survival period of the Person Covered.</p>
39.	Third Degree Burns – of Specified Severity	<p>Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.</p>

GENERAL TERMS

Assessment Period	<p>Means the period during which the Takaful Operator will assess a condition before deciding whether or not the condition qualifies as being permanent. The assessment period will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months (provided all required evidence has been submitted).</p>
Irreversible	<p>Means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.</p>
Permanent	<p>Means expected to last throughout the lifetime of the Person Covered.</p>
Permanent neurological deficit with persisting clinical symptoms	<p>Means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Person Covered. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.</p>