



**Participant** : **Etiqa Family Takaful Berhad (EFTB)**  
**Master Certificate No.** : **KWSP0001**  
**Certificate** : **Etiqa Term Secure Takaful**  
**Effective Date** : **10/12/2021**

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

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

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 Term Secure Takaful

<b>Change of Address</b>	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.
<b>Right to change Contributions</b>	The Contribution rates and terms may be changed by Us, from time to time, by providing ninety (90) days' advance notice to You. Changes to the Contribution rates or terms will only impact Certificates of Takaful with a Commencement Date after the notice effective date.
<b>Application and payment of Contribution</b>	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.
<b>Right to terminate the Master Certificate</b>	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.
<b>Right to terminate the Certificate of Takaful</b>	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.
<b>Right to nominate Takaful Benefit</b>	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.

<b>Right to revoke a nomination</b>	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> <li>1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Person Covered's lifetime;</li> <li>2) By a notice in writing from the Person Covered to Us; or</li> <li>3) By any subsequent nomination by the Person Covered to Us.</li> </ol> <p>Subject to the above, a Nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Where there is more than one Nominee, and any particular Nominee who is nominated as a beneficiary under Conditional Hibah predeceases the Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Person Covered to the estate of the deceased Person Covered, unless the Person Covered has made a subsequent nomination in place of the deceased Nominee.</p>
<b>Our Head Office Address</b>	<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: <a href="mailto:info@etiqa.com.my">info@etiqa.com.my</a></p>
<b>The claim process and how to make a claim</b>	<p>The Claimant must notify Us of a claim for any Takaful Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Person Covered's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Takaful Benefit according to the terms and conditions of the Master Certificate.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Takaful Benefits according to the terms and conditions of the Master Certificate. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Master Certificate.</p>
<b>How to contact Us</b>	<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 <a href="mailto:info@etiqa.com.my">info@etiqa.com.my</a>, or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.</p>
<b>How to complain to Us</b>	<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 <a href="mailto:complaint_cmu@etiqa.com.my">complaint_cmu@etiqa.com.my</a>. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).</p>
<b>How to complain to the government regulator</b>	<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 the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur, or by facsimile to 03-2174 1515, or e-mail at <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>. The BNM telephone number is 1-300-88-5465.</p>

<p><b>How to settle a dispute through mediation</b></p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant, in the event that the Claimant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a></p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address: Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at <a href="http://www.ofs.org.my">www.ofs.org.my</a>.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 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><b>How to settle a dispute through arbitration</b></p>	<p>If a Claimant disputes a decision We have made relating to the Master Certificate and/ or Certificate of Takaful, and 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
<b>Arbitrator</b>	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
<b>Bank Negara Malaysia, or BNM</b>	The government body in Malaysia responsible for primary regulation of Takaful operators. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by Takaful operators.
<b>Certificate of Takaful</b>	The document and any subsequent Endorsements, identified as the Certificate of Takaful for the Person Covered, based on the application form and any additional information requested by Us and provided to Us.
<b>Claimant</b>	The Person Covered, or the Nominee of the Person Covered's estate, who is entitled to claim the Takaful Benefits under the Certificate of Takaful, according to the terms and conditions of the Master Certificate.
<b>Commencement Date</b>	The earliest date at which the Person Covered is eligible for Takaful Benefits according to the terms and conditions of the Master Certificate. The Commencement Date is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Conditional Hibah</b>	Hibah is a transfer of ownership of an asset from one party to another without any consideration or reward. In relation to payment of Takaful Benefits, Conditional Hibah is a transfer of ownership of the Takaful Benefits payable to the beneficiary upon the death of the Person Covered, while the Certificate of Takaful remains In Force.
<b>Contribution</b>	The amount of money paid to Us, based on the basis of Tabarru' according to the terms and conditions of the Master Certificate. The Contribution is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Cover Period</b>	The period between Commencement Date and Expiry Date. The Cover Period is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Effective Date</b>	The date provided in the Master Certificate as the Effective Date.
<b>Endorsement</b>	Any written change to the Master Certificate and/ or Certificate of Takaful which is issued and properly authorised by Us.
<b>Expiry Date</b>	The latest date at which the Person Covered is no longer eligible to Takaful Benefits according to the terms and conditions of the Master Certificate. The Expiry Date is specific to each Person Covered and is provided in the Certificate of Takaful.
<b>Free Look Period</b>	This is the period of fifteen (15) days, from when the Certificate of Takaful has been received by the Person Covered.
<b>In Force</b>	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"> <li>1) The Person Covered is alive;</li> <li>2) The Certificate of Takaful has been issued according to the terms and conditions of the Master Certificate;</li> <li>3) The Certificate of Takaful has not been terminated or voided by notice, according to the terms and conditions of the Master Certificate; and</li> <li>4) The Expiry Date has not been reached.</li> </ol>
<b>Issue Date</b>	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.
<b>Ju'alah</b>	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 Participant Risk Fund which is agreed between Us and the Person Covered.

<b>Master Certificate</b>	The document and any subsequent endorsements, which are identified as the Master Certificate.
<b>Material Information</b>	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"> <li>1) In respect of the Person Covered; and</li> <li>2) Is provided prior to the Issue Date.</li> </ol>
<b>Nominee</b>	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.
<b>Ombudsman for Financial Services, OFS</b>	An independent body set up to help settle disputes between the Claimant and Us, as an alternative to the courts.
<b>Participants' Risk Fund, or PRF</b>	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).
<b>Participant, You, or Your</b>	Etiqa Family Takaful Berhad or person named as the Participant in the Master Certificate and Certificate of Takaful.
<b>Person Covered</b>	The Person Covered who is identified in the Certificate of Takaful as the person being covered under the Certificate of Takaful.
<b>Personal Data</b>	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.  Personal Data does not include information, reports, answers, and disclosures which are in the public domain.
<b>Pre-existing Condition</b>	A Pre-existing Condition is a condition, disease or injury, where at or prior to the Commencement Date of the Certificate of Takaful: <ol style="list-style-type: none"> <li>1) The Person Covered had received or is receiving treatment;</li> <li>2) The Person Covered has been recommended to obtain medical advice, diagnosis, care or treatment;</li> <li>3) The Person Covered would have been aware of clear and distinct symptoms; or</li> <li>4) The condition, disease, or injury or symptoms would have been apparent to a reasonable person.</li> </ol>
<b>Qard</b>	Qard, in the context of this Certificate of Takaful, means an interest-free loan which is given by the Takaful Operator to the Participants' Risk Fund when it becomes insufficient to fulfil its Takaful obligation. The loan will be paid by the future surpluses from the Participants' Risk Fund.
<b>Re-participation</b>	Re-participation entitles the Person Covered to participate in Etiqa Term Secure 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.  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 (55 <sup>th</sup> ) birthday, the refunded Contribution will be credited to the Person Covered's bank account.
<b>Sane</b>	A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person: <ol style="list-style-type: none"> <li>1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and</li> <li>2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.</li> </ol>
<b>Sum Covered</b>	The Sum Covered is used to determine the amount of Takaful Benefit payable. The Sum Covered is provided in the Certificate of Takaful.

<b>Surrender Value</b>	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.
<b>Tabarru'</b>	Tabarru' is an Arabic word that means donation, gift or contributions. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the PRF.
<b>Takaful</b>	An Arabic word that means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Persons Covered agree to assist each other financially in case of certain defined needs.
<b>Takaful Benefit, or Benefit</b>	The collective name for the payments made according to the terms and conditions of the Takaful Benefits section of the Master Certificate. The Takaful Benefits are specific to each Person Covered.
<b>Wakalah</b>	Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of this Certificate, this means Persons Covered have appointed Us to invest and manage the Participants' Risk Fund on Persons Covered behalf. Persons Covered have also authorized Us to delegate Our rights, duties and obligations to any third party as We deem fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards Persons Covered.
<b>Wakalah Fee</b>	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificates and PRF The Wakalah fee is twenty percent (20%) of the yearly Contribution for each Certificate of Takaful.
<b>We (Our, Us, the Takaful Operator)</b>	Etiqa Family Takaful Berhad.



## TOTAL AND PERMANENT DISABILITY (TPD) DEFINITIONS

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

Common Phrase, Word or Abbreviation	Definition												
<b>Total and Permanent Disability (TPD)</b>	<p>Total and Permanent Disability may be defined as one of the following:</p> <ol style="list-style-type: none"> <li>1) A disability where the Person Covered is incapable of performing any work, occupation or profession for wages, compensation or profit, solely due to an Accident, sickness or disease, throughout the Person Covered's remaining lifetime;</li> <li>2) A disability where the Person Covered is unable to perform at least three (3) out of six (6) Activities of Daily Living without physical assistance from another person, mechanical equipment, devices or adaptations. The six (6) Activities of Daily Living are: <table border="1" data-bbox="359 779 1461 1256"> <tr> <td><b>Transfer</b></td> <td>Getting in and out of a chair without requiring physical assistance.</td> </tr> <tr> <td><b>Mobility</b></td> <td>The ability to move from room to room without requiring any physical assistance.</td> </tr> <tr> <td><b>Contenance</b></td> <td>The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.</td> </tr> <tr> <td><b>Dressing</b></td> <td>Putting on and taking off all necessary items of clothing without requiring assistance of another person.</td> </tr> <tr> <td><b>Bathing or Washing</b></td> <td>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.</td> </tr> <tr> <td><b>Eating</b></td> <td>All tasks of getting food into the body once it has been prepared.</td> </tr> </table> </li> <li>3) <b>Presumptive TPD</b>, where the Person Covered, irrespective of age or earning ability, suffers from any of the following losses: <ul style="list-style-type: none"> <li>• Total and irrecoverable loss of sight in both eyes; or</li> <li>• Loss of two or more limbs, each at or above the wrist or ankle; or</li> <li>• Total and irrecoverable loss of sight in one eye and loss of one limb at or above the wrist or ankle.</li> </ul> <p>If the Person Covered, after attaining sixty-fourth (64<sup>th</sup>) birthday and before attaining sixty-ninth (69<sup>th</sup>) birthday, or is unemployed at the time of disability, then only (2) and (3) shall apply. If TPD Benefit is granted to a Person Covered below the attained age of five (5) years old, only definition (3) shall apply if the child becomes totally and permanently disabled before he/she attains the age of five (5) years old.</p> </li> </ol>	<b>Transfer</b>	Getting in and out of a chair without requiring physical assistance.	<b>Mobility</b>	The ability to move from room to room without requiring any physical assistance.	<b>Contenance</b>	The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.	<b>Dressing</b>	Putting on and taking off all necessary items of clothing without requiring assistance of another person.	<b>Bathing or Washing</b>	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.	<b>Eating</b>	All tasks of getting food into the body once it has been prepared.
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<b>Bathing or Washing</b>	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.												
<b>Eating</b>	All tasks of getting food into the body once it has been prepared.												
<b>TPD Date</b>	<p>TPD Date is the date at the beginning of the six (6) month period, when the Person Covered become TPD for an uninterrupted period of six (6) months, with no hope of recovery based on current medical knowledge and technology. Except for Presumptive TPD, where TPD date is the date TPD is recognised.</p>												

## GENERAL TERMS AND CONDITIONS

<b>Contract Basis</b>	<p>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.</p>
<b>Headings</b>	<p>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.</p>



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

## GENERAL RIGHTS AND OBLIGATIONS

<b>Conditions precedent to rights</b>	The Persons Covered due observance and fulfilment of the terms and conditions of the Master Certificate shall be conditions precedent to their rights under the Master Certificate.
<b>Right to terminate the Master Certificate</b>	<p>We may give notice to terminate the Master Certificate for any reason. Notice must be given in writing and must be received by the other party at least ninety (90) days prior to the effective date of notice.</p> <p>In the event that notice of termination is served, any Certificates of Takaful which are In Force prior to the effective date of the notice, will continue to be subject to the terms and conditions of the Master Certificate. No new Certificates of Takaful are issued after the effective date of notice.</p> <p>Once notice is effective, the Master Certificate will continue until no more Certificates of Takaful are In Force. Termination of the Master Certificate will then be immediate.</p>
<b>Right to terminate the Certificate of Takaful</b>	<p>The Person Covered has the right to terminate the Certificate of Takaful, for any reason.</p> <p>In the event of termination within fifteen (15) days of the Free Look Period, We will cancel the Certificate of Takaful and refund the Contribution received by Us.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate of Takaful will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Person Covered 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>
<b>Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism</b>	If We discover, or have justified suspicion, that the Master Certificate and/ or Certificate of Takaful is exploited for money laundering activities or to finance terrorism, We reserve the right to terminate the Master Certificate and/ or respective Certificate of Takaful immediately. We shall deal with all Contributions paid and all Benefits or sums payable in respect of the Certificate of Takaful in accordance with any applicable laws.
<b>Obligation to correct mistakes and errors</b>	We shall correct any mistake or error made in the Master Certificate and/ or a Certificate of Takaful as soon as We are aware of, or are informed of such mistake or error. Our correction will be made via an Endorsement to the Master Certificate, or the Certificate of Takaful, and will be valid from the Effective Date of the Endorsement.
<b>Rights and obligations under the principles of Takaful</b>	The Takaful Benefits and Contribution are paid in accordance with Tabarru' and the terms and conditions of the Master Certificate.

	<p>We have the right to charge a Wakalah Fee as Takaful Operator, which will be deducted from each Contribution received by Us.</p> <p>We have the obligation to invest the PRF according to the principles of Shariah.</p>
<b>Right to change Contributions</b>	<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>
<b>Data protection obligations and rights</b>	<p>We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the Persons Covered, as the context may require, to:</p> <ol style="list-style-type: none"> <li>1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;</li> <li>2) Other entities within the Maybank Group;</li> <li>3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities;</li> <li>4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators);</li> <li>5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA);</li> <li>6) Our merchants and strategic partners;</li> <li>7) Any parties authorised by the Person Covered (from time to time) including Kumpulan Wang Simpanan Pekerja (KWSP); or</li> <li>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.</li> </ol> <p>The Persons Covered will keep Us updated in respect of all such Personal Data as soon as is practicable.</p> <p>We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.</p> <p>We may from time to time request that the Persons Covered provide other Personal Data required for the purposes of the Master Certificate and/ or Certificate of Takaful.</p> <p>Prior to providing Us with the Personal Data of any individual, the Persons Covered providing the Personal Data, must inform that individual of Our privacy notice.</p> <p>For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1-300-13-8888, or refer to Our website at <a href="http://www.etiqa.com.my">www.etiqa.com.my</a>.</p>
<b>Obligation to take reasonable care and not to misrepresent</b>	<p>It is the duty of the Person Covered to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures, when:</p> <ol style="list-style-type: none"> <li>1) Making an application,</li> <li>2) If varying the Master Certificate and/ or Certificate of Takaful, and</li> <li>3) If required by Us to confirm answers or declarations previously provided.</li> </ol> <p>This duty shall continue until the Effective Date of Master Certificate or the Commencement Date of Certificate of Takaful, or the effective date of a subsequent variation.</p>
<b>Non-disclosure or misrepresentation of Material Information</b>	<p>In the event that We terminate this Master Certificate and/ or Certificate of Takaful due to misrepresentation or non-disclosure of Material Information, the remedies of the Islamic Financial Service Act 2013 will apply.</p>
<b>Right to challenge a Certificate of Takaful</b>	<p>We have the right to challenge a Certificate of Takaful for misrepresentation, if We are able to show that the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to our refusal to issue the Certificate of Takaful, or would have led Us to impose terms and conditions less favourable than those imposed in the Master Certificate.</p> <p>In the event that We identify misrepresentation for that Certificate of Takaful, the Certificate of Takaful of that Person Covered may be terminated or voided, claims for Takaful Benefits refused, or the terms and conditions applicable to the Person Covered changed in the Certificate of Takaful.</p>
<b>Right to adjust terms for misstatement of age or sex</b>	<p>If the age or sex of the Person Covered has been misstated, resulting in a shortage of Contribution, the Sum Covered for that Person Covered will be reduced based on the amount that corresponds to the correct age and sex.</p> <p>If the misstatement of age or sex of the Person Covered resulted in an excess of Contribution, then We shall refund the excess to the Person Covered.</p>

	The adjustment to Sum Covered or the refund will be based on Our Contribution rates in effect at the Commencement Date.
<b>Right to waiver and non-waiver of rights</b>	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.
<b>Right to nominate Takaful Benefit</b>	<p>The Person Covered may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Person Covered's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> <li>3) At the time of application; or</li> <li>4) By notifying Us in writing, at any time after the issuance of the Certificate of Takaful.</li> </ol> <p>The Person Covered may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Person Covered, We shall pay the executor or beneficiary in equal shares.</p> <p>A Nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Person Covered to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Person Covered or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability in respect of that Person Covered.</p>
<b>Right to revoke a nomination</b>	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> <li>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;</li> <li>5) By a notice in writing from the Person Covered to Us; or</li> <li>6) By any subsequent nomination by the Person Covered to Us.</li> </ol> <p>Subject to the above, a Nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Where there is more than one Nominee, and any particular Nominee who is nominated as a beneficiary under Conditional Hibah predeceases the Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Person Covered to the estate of the deceased Person Covered, unless the Person Covered has made a subsequent nomination in place of the deceased Nominee.</p>
<b>No rights of third parties</b>	<p>Nothing in the Master Certificate and/ or Certificate of Takaful is intended to grant any right to any third party, to enforce any term of the Master Certificate and/ or Certificate of Takaful, or to confer any third party any benefits under the Master Certificate and/ or Certificate of Takaful.</p> <p>There is no liability under the Master Certificate and/ or Certificate of Takaful, or by Us, to a third party in respect of any other liabilities.</p>
<b>Medical examination</b>	We shall have the right and opportunity to examine the Person Covered as and when it may reasonably require during the claim assessment.

## TAKAFUL BENEFITS

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

<b>Benefit Payable on Death</b>	While this Certificate is In Force, upon death of the Person Covered, a lump sum of the following is payable: 1) Sum Covered; and 2) Any PRF surplus for the Certificate of Takaful, subject to restrictions and adjustments applicable to the death Benefit.
<b>Restrictions and adjustments to the death Benefit</b>	The restrictions applicable to the death benefit are as follows: 1) Death must occur whilst the Certificate of Takaful of the Person Covered is In Force; 2) On death directly or indirectly due to suicide while Sane, the death Benefit is total Contribution paid, This restriction is not applicable to Re-participation Certificate of Takaful. 3) On death directly or indirectly due to suicide while insane, the death Benefit is the Sum Covered.
<b>Notification timeframe for death claims</b>	We must be notified of a death claim by the Claimant within thirty (30) days from the date of death.  Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible
<b>Documents supporting a death claim</b>	A claim form will be provided to the Claimant when they notify Us of a claim for the death Benefit. The Claimant must complete the claim form, and provide proof of age of the Person Covered such as copy of their identity card or passport, the death certificate, and any additional documentation, within thirty (30) days of notification.
<b>Settlement terms for death Benefit</b>	The death Benefit is paid as a single amount payable according to the shares specified to the executor or beneficiary, where they have been nominated to receive the Takaful Benefits.  On payment of the death benefit, We are discharged from any further liability in respect of that Person Covered.

## (II) TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

<b>Benefit payable on TPD</b>	On TPD of the Person Covered, the TPD Benefit under the Certificate of Takaful is: 1) The Sum Covered; and 2) Any PRF surplus for the Certificate or Takaful, subject to the restrictions and adjustments applicable to the TPD Benefit.
<b>Restrictions and adjustments to the Benefit payable on TPD</b>	The restrictions applicable to the TPD Benefits are as follows: 1) The injury or sickness causing TPD and the TPD date must have occurred whilst the Certificate of Takaful is In Force; 2) No Benefit is payable if TPD occurs on or after the Person Covered has attained sixty-ninth (69 <sup>th</sup> ) birthday; and 3) No Benefit is paid on TPD directly or indirectly due to a TPD Benefit exclusion.
<b>TPD Benefit exclusions</b>	No Benefit is paid on TPD occurring due to the following direct or indirect events or conditions: 1) Pre-existing condition; 2) Intentional self-inflicted injury or attempted suicide, whilst Sane; 3) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion; 4) Participation in dangerous or hazardous sports or activities, flying or taking part in any form of aerial activities (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline); 5) Consumption of alcohol, or non-prescribed or illegal drugs or narcotics; or 6) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS).

<b>Notification timeframe for TPD claims</b>	<p>We must be notified of a TPD claim by the Claimant within:</p> <ol style="list-style-type: none"> <li>1) Thirty (30) days of TPD Date for Presumptive TPD; or</li> <li>2) Six (6) months from TPD Date.</li> </ol> <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>
<b>Documents supporting a TPD claim</b>	<p>A claim form will be provided when the Claimant notifies Us of a claim for the TPD Benefit.</p> <p>The Claimant must complete the claim form, and provide proof of age of the Person Covered such as a copy of their identity card or passport, a report on the medical assessment and any additional documentation, within thirty (30) days of the later of notifying the claim or fulfilling the definition of TPD. The medical assessment must be conducted by a medical doctor licensed to practise in Malaysia, within thirty (30) days after first fulfilling the definition of TPD.</p>
<b>Settlement terms for TPD Benefit</b>	<p>The payment of a TPD benefit will be a single amount to the Person Covered.</p> <p>On payment of the TPD benefit, We are discharged from any further liability in respect of that Person Covered.</p>

### (III) SURRENDER BENEFIT

<b>Surrender of the Certificate of Takaful</b>	<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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### (IV) SURPLUS DISTRIBUTION

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



## COMPLAINTS AND DISPUTE RESOLUTION

<b>How to complain to Us</b>	<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; or by facsimile to 03 – 2297 1919; or e-mail at <a href="mailto:complaint_cmu@etiqa.com.my">complaint_cmu@etiqa.com.my</a>. Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).</p>
<b>How to complain to the government regulator</b>	<p>If a Claimant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Master Certificate and/ or Certificate of Takaful number, and any correspondence between the Claimant and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; or by facsimile to 03–2174 1515; or e-mail at <a href="mailto:bnmtelelink@bnm.gov.my">bnmtelelink@bnm.gov.my</a>. The BNM telephone number is 1- 300-88-5465.</p>
<b>How to settle a dispute through mediation</b>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant, in the event that the Claimant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a></p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at <a href="http://www.ofs.org.my">www.ofs.org.my</a>.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<b>How to settle a dispute through arbitration</b>	<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>