

# FEMINA SPECIAL

## INTRODUCTION

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

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

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

Your application to join this Takaful Scheme as a Participant has been accepted based on the application You signed and any other information provided to Us. If You did not fill in a Application Form, Our acceptance is based on the statement of fact and on any other information You gave Us. As a Participant, You will receive Takaful cover for death, total permanent disability, female cancers and crime protection that may happen to You during the Period of Takaful according to the terms and conditions of this Takaful contract.

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

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

## WHAT MAKES UP THIS CERTIFICATE

Takaful does not cover You against everything that can happen.

The heading does not form part of the Certificate wording.

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

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

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

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

## YOUR DUTY TO INFORM US

### 1. Communication

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

### 2. Duty of disclosure before this takaful is granted

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

### 3. Duty of disclosure during this takaful

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

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

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

## ELIGIBILITY

To be eligible under this Takaful, You as the Participant named in the Schedule, must be a Malaysian Citizen or a Permanent Resident of Malaysia of at least eighteen (18) years of age and not more than sixty (60) years of age on the Effective Date of Takaful.

This Certificate shall be renewed up to the maximum age of seventy (70) years subject to Our satisfaction of your state of health.

## CASH BEFORE COVER

It is fundamental and absolute special condition of this Certificate that the contribution due must be paid and received by Us before the Takaful cover under this Certificate commences.

If this condition is not complied with then this Certificate shall not be effective and become void. If this condition is complied with accordingly, this Certificate shall be effective for a period of one (1) year from the Effective Date and will be renewable annually thereafter subject to Condition 5 hereunder.

We have the right to renew, cancel or amend on the Certificate's annual anniversary. No further documents will be issued as the Schedule shows no expiry date.

## CONTRIBUTION BASIS & ADJUSTMENT

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

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

- a) Your attainment of age forty one (41) years old. Contribution applicable shall be amended on the next due yearly payment date; or
- b) Our portfolio claims experience in this class of business.

We will advise You of the change in writing at least thirty (30) days before Your contribution is increased or varied by Us.

## GENERAL DEFINITIONS

**You/Your/Participant** means the Covered Person named in the Schedule.

**Us/We/Our/Takaful Operator** means Etiqa General Takaful Berhad.

**Accident/Accidental** means an event of violent, accidental, external and visible nature, which shall independently of any other cause be the sole cause of Bodily Injury or death.

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

**Bodily Injury** means injury sustained by the Participant from an Accident.

**Congenital Conditions** shall mean any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma, which occurred after the date the Participant was continuously covered under this Certificate.

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

**Each day of Hospital Confinement** is defined as a day of which the Hospital makes a charge for room and board by You for admission as an in-patient for a minimum period of twenty-four (24) hours on the recommendation of a Medical Practitioner.

**Endorsement** means written evidence of an agreed change to the Certificate.

**Family Member** means the Participant's legal spouse, parent, parent-in-law, grandparent, child, brother or sister.

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

**Hospital** means any institution which fully meets all of the following criteria:

- a) maintains permanent and full-time facilities for care of overnight resident patients;
- b) has diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners;
- c) continuously provides twenty four (24) hours a day nursing service supervised by qualified nurses; and
- d) is not other than incidentally a mental institution or a place for rest or a place for the aged or drug addicts or for alcoholics.

**Hospital Confinement** means an admission or a series of admissions from the same cause except that if admissions from the same cause are separated by twelve (12) months or more then each such admission shall constitute a separate Hospital Confinement.

**Household Member** means the person who is residing in the home of the Participant other than the Family Member.

**Illness** means physical condition marked by a pathological deviation from the normal healthy state as verified by a Medical Practitioner.

**Ju'alah** is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to Us agreed upfront by You and Us for good management of the Fund.

**Medical Practitioner** means a legally qualified physician, doctor or surgeon other than Yourself or Your Family Member.

**Medically Necessary** shall mean a medical service, which is:

- a) consistent with the diagnosis and customary medical treatment for a covered disability;
- b) in accordance with standards of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;
- c) not for the convenience of the Participant or the physician, and unable to be reasonably rendered out of hospital (if admitted as an inpatient)

- d) not of an experimental, investigational or research nature, preventive or screening nature; and
- e) for which the charges are fair, reasonable and customary for the disability.

**Period of Takaful** means the period during which the coverage under this Certificate is effective, as stated in the Schedule.

**Pre-existing Illness** means disabilities that the Participant has reasonable knowledge of. The Participant may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:

- a) the Participant had received or is receiving treatment;
- b) medical advice, diagnosis, care or treatment has been recommended;
- c) clear and distinct symptoms are or were evident; or
- d) its existence would have been apparent to a reasonable person in the circumstances.

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

**Specified Illnesses** shall mean any one or more of the following disabilities and its related complications, occurring within the first hundred twenty (120) days from the Effective Date of Takaful to the Participant:

- a) Hypertension, diabetes mellitus and Cardiovascular disease;
- b) All tumours, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system;
- c) All ear, nose (including sinuses) and throat conditions;
- d) Hernias, haemorrhoids, and fistulae;
- e) Endometriosis including disease of the Reproductive system; or
- f) Vertebro-spinal disorders (including disc) and knee conditions.

**Schedule** means the information page that contains the details of the Participant, Benefit, contribution and Period of Takaful attached to this Certificate.

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

**Wakalah** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, it means that You have appointed Us to invest and manage the General Takaful Fund on Your behalf. You have also authorized Us to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

**Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

<b>COVERAGES &amp; BENEFITS</b>	
<b>BENEFIT SECTIONS</b>	<b>BENEFIT AMOUNT (RM)</b>
<b>Section 1 – Accidental Death</b>	<b>100,000</b>
We shall pay the Benefit Amount if during the Period of Takaful, You have sustained Bodily Injury which results in Accidental Death within fifty-two (52) weeks from the date of Accident.  We shall not pay this Benefit Amount for any Accidental Death in connection with the same Accident of which the Section 5 is payable.	
<b>Section 2 – Permanent Disability</b>	<b>Up to 200,000</b>
If during the Period of Takaful, You have sustained Bodily Injury which results in Permanent Disability within fifty-two (52) weeks from the date of Accident, We shall pay the relevant Benefit Amount as specified below:	
a) Permanent Total Paralysis or complete insanity or injuries resulting in being permanently bedridden.	200,000
b) Permanent Total Loss of Sight of both eyes or use of both hands or both feet or both limbs or combination of these.	200,000
c) Permanent Total Loss of Hearing in both ears	150,000
d) Permanent Total Loss of Speech.	120,000
e) Permanent Total Loss of Sight of one eye or use of one hand or leg.	100,000
f) Permanent Total Loss of Hearing in one ear.	50,000
g) Permanent Total Loss of use of a shoulder, elbow, knee, ankle or wrist.	30,000
h) Permanent Total Loss of use of a hip.	30,000
i) Permanent Total Loss of use or loss by amputation of:	
i) One thumb	20,000
ii) One forefinger	20,000
iii) Any other finger or one big toe	10,000
iv) Any other toe	4,000
We shall have absolute discretion to determine the percentage (%) of Benefit Amount payable for Permanent Disability, which is not specified above.	
<b><u>Conditions applicable to Section 2</u></b>	
1. If Benefit is claimed for:	
a) Permanent total loss or loss of use of a hand or leg, then no Benefit Amount shall be paid for the loss of parts of that hand or leg.	
b) Permanent loss of use of parts of a hand or leg, then the total amount payable shall not exceed the Benefit	

<p>Amount payable for the permanent total loss of whole hand or leg.</p> <ol style="list-style-type: none"> <li>2. If Benefit is claimed for more than one form of Permanent Disability sustained in any one Accident, then the total amount payable shall not exceed the Benefit Amount payable for Permanent Total Paralysis or injuries resulting in permanently bedridden.</li> <li>3. Before We pay Permanent Total Paralysis Benefit or other Permanent Disability Benefits, Total Paralysis or injuries resulting in being permanently bedridden or Permanent Disability shall have lasted fifty-two (52) weeks and have been proven to be permanent and without expectation of recovery.</li> <li>4. Permanent Disability Benefits shall not be payable in the event of Accidental Death in connection with the same Accident becomes payable.</li> <li>5. If total amount of Benefit has been paid for Accidental Death or Permanent Total Paralysis or Permanent Total Loss of Sight of both eyes or use of both hands or both limbs or both feet or combination of these or Permanent Total Loss of Speech or Hearing in both ears, this Certificate shall therefore cease to apply to You.</li> </ol> <p><b>Definitions</b></p> <ol style="list-style-type: none"> <li>1. Loss of Speech and Hearing means total and irrecoverable loss of speech and hearing which is beyond remedy by surgical or other treatment.</li> <li>2. Loss of Sight means physical loss of an eye or permanent and total loss of sight, which shall be considered as having occurred: <ol style="list-style-type: none"> <li>a) in both eyes if so certified by a registered fully qualified ophthalmic specialist. However, We reserve the right to seek a second opinion or;</li> <li>b) in one eye if the degree of sight remaining after correction is 1/60 or less on the Snellen Scale [that is seeing at one (1) feet what a person should see at sixty (60) feet]. However, We reserve the right to seek a second opinion.</li> </ol> </li> <li>3. Loss of Hand means: <ol style="list-style-type: none"> <li>a) amputation of an entire hand or all four fingers from where the fingers join the palm of the hand; or</li> <li>b) total and permanent loss of use of an entire hand or all four fingers.</li> </ol> </li> <li>4. Loss of Leg means: <ol style="list-style-type: none"> <li>a) amputation of a foot (at or above the ankle); or</li> <li>b) permanent total loss of use of a foot.</li> </ol> </li> <li>5. Loss of Limb means loss or physical separation of a hand at or above the wrist or a foot at or above the ankle and shall include total and irrecoverable loss of use of hand, arm or leg.</li> </ol>	
<b>Section 3 – Compassionate Cash</b>	<b>2,000</b>
<p>We shall pay Compassionate Cash to the family in the event of:</p> <ol style="list-style-type: none"> <li>a) Accidental Death; or</li> <li>b) Death due to Maternity Complications arising from Accident.</li> </ol>	
<b>Section 4 – Female Cancers</b>	<b>20,000</b>
<p>Female Cancers for the purpose of this section are limited only to primary Cancer of the female organs such as Breast, Cervical, Uterine, Ovarian, Fallopian Tubes and Vulva and Vagina. Cervical intraepithelial neoplasm and Carcinoma-in-situ, CIN lesion (regardless of histology, grade or classification) and/or secondary Cancer which has originated from other organs and has spread to the female genital tract or breast are excluded.</p> <p>We shall pay the Benefit Amount if You are diagnosed to be suffering from any or a combination of Female Cancers (as specified below) and survive for at least thirty (30) days from the date of the said Diagnosis.</p> <ol style="list-style-type: none"> <li>1. <b>Diagnosis of Breast Cancer</b> Breast Cancer means a malignant lesion arising in epithelial or supporting breast tissue and spreading locally to surrounding tissues or distantly involves lymph nodes and other remote organs.</li> <li>2. <b>Diagnosis of Cervical Cancer</b> Cervical Cancer means a malignant lesion which arises within the cervical epithelium but has extended into and beyond underlying stromia and demonstrates the potential to or at the time of diagnosis has spread to adjacent and/or distant tissues and organs. Cervical Cancer does not include: <ol style="list-style-type: none"> <li>a) diagnosis of mild, moderate, severe dysplasia (CIN I, CIN II or CIN III, Carcinoma-in-situ); or</li> <li>b) changes due to Human Papilloma Virus not demonstrating malignant transformation</li> </ol> </li> <li>3. <b>Diagnosis of Uterine Cancer</b> Uterine Cancer means a malignant lesion arising in the lining or wall of the uterus and demonstrates the potential to or has spread to local and/or distant tissues and organs.</li> <li>4. <b>Diagnosis of Ovarian Cancer</b> Ovarian Cancer means malignant neoplasms arising in the ovary which demonstrates the potential to or has spread to local and/or distant tissues or organs.</li> <li>5. <b>Diagnosis of Cancer of the Fallopian Tubes</b> Cancer of the Fallopian Tubes means malignant neoplasms arising in the Fallopian Tubes.</li> <li>6. <b>Diagnosis of Cancers of the Vulva and Vagina</b> Cancers of the Vulva and Vagina means malignant neoplasms arising in the epithelium and spreading to involve the underlying supporting tissues and/or distant tissues or organs.</li> </ol> <p>Diagnosis shall mean the definitive diagnosis of cancer made during Your Period of Takaful by a qualified specialist.</p> <p>Cancer must be positively diagnosed upon the basis of a microscopic examination of fixed tissues or preparations from the haemic system and characterized by uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue. Such diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspect tumour, tissue or specimen. We shall in addition have the right and opportunity to examine the Participant, at Our own expense, when and so often as may reasonably be required, pending the outcome of a claim under this Certificate.</p> <p>This Certificate ceases upon the payment of the full Benefit Amount under this section.</p>	

<p><b><u>Exclusions applicable to Section 4</u></b>  The Female Cancer Benefit does not cover any illness or disease caused directly or indirectly by any of the following:</p> <ul style="list-style-type: none"> <li>a) All pre-cancer conditions and non-invasive carcinoma in-situ;</li> <li>b) Any covered diseases which are diagnosed within the first hundred and twenty (120) days since the Effective Date of Takaful or reinstatement of this Certificate; or</li> <li>c) Any illness, disease or condition, including illnesses or complications arising from any Cancers</li> </ul>	
<p><b>Section 5 – Maternity Complications</b></p>	<b>20,000</b>
<p>We shall pay Maternity Complications Benefit in the event of Your death within thirty (30) days from pregnancy complications or miscarriage as a result of an Accident as certified by the treating Medical Practitioner.</p> <p><b><u>Exclusion applicable to Section 5</u></b>  We shall not pay:</p> <ul style="list-style-type: none"> <li>a) for claims arising from elective termination or abortion other than for pregnancy complications or miscarriage as a result of an Accident; or</li> <li>b) this Benefit Amount for any Accidental Death in connection with the same Accident of which the Section 1 is payable.</li> </ul> <p>This Certificate ceases upon the payment of the full Benefit Amount under this section.</p>	
<p><b>Section 6 – Facial Reconstructive Surgery or Dental Treatment</b></p>	<b>Up to 10,000</b>
<p>We shall reimburse You for the actual cost incurred up to an amount not exceeding RM10,000 as a result of an Accident in any one annual Period of Takaful, to undergo corrective surgery to the head, face and/or neck, or treatment of injury of or damage to sound natural teeth subject to presentation of original receipts. Such corrective surgery and/or dental treatment must be Medically Necessary and performed by a licensed surgeon or licensed dentist.</p>	
<p><b>Section 7 – Compassionate Cash due to Infertility</b></p>	<b>10,000</b>
<p>We shall pay Compassionate Cash due to Infertility for Accidental injury to the reproductive organs (ovaries and/or womb) resulting in total and permanent inability to conceive or become pregnant, as certified by the treating Medical Practitioner.</p> <p>This section ceases upon the payment of the full Benefit Amount.</p>	
<p><b>Section 8 – Hospital Confinement Allowance</b></p>	<b>100 per day, up to 10,000</b>
<p>We shall pay Hospital Confinement Allowance of RM100 for Each Day of Hospital Confinement due to Accident up to a maximum of 100 days or RM10,000 in any one annual Period of Takaful. Such confinement must take place within 24 hours from the date of Accident.</p>	
<p><b>Section 9 – Medical Expenses</b></p>	<b>Up to RM5,000</b>
<p>We shall reimburse You for the actual cost of medical and Hospital expenses due to Accident necessarily and reasonably incurred and expended up to an amount not exceeding RM5,000 in any one annual Period of Takaful subject to presentation of original receipts.</p> <p>Subsequent expenses for any traditional treatment are included but this is limited to RM50 per visit and a maximum of RM500 per Accident. Any traditional treatment must be provided by a qualified traditional medicine practitioner, other than Yourself or Your Family Member, who is duly registered and approved by the relevant authorities.</p>	
<p><b>Section 10 – Skin Grafting due to Accident and/or Burns</b></p>	<b>Up to RM5,000</b>
<p>We shall reimburse You up to RM5,000 in any one annual Period of Takaful for the actual cost of undergoing skin transplantation due to Accident and/or Burns subject to presentation of original receipts.</p> <p>Burns shall mean burning (at least 2nd degree) and the surgery must be in the opinion of the Medical Practitioner deemed Medically Necessary.</p> <p>We shall not pay for claims due to correction of facial disfigurement other than caused by Accident and/or Burn.</p>	
<p><b>Section 11 – Ambulance Fee</b></p>	<b>Up to RM500</b>
<p>We shall reimburse You for the actual fee incurred up to RM500 limited to one incident in any Period of Takaful for the use of road ambulance including attendants service for transporting You to a Hospital for medical treatment as a result of Accident subject to presentation of original receipts.</p>	
<p><b>Section 12 – Kidnap and Abduction</b></p>	<b>Up to RM30,000</b>
<p>In the event of You having being kidnapped or abducted, We shall reimburse the necessary expenses incurred by Your Family Member to recover You:</p> <ul style="list-style-type: none"> <li>a) including the hiring of a private investigator; and/or</li> <li>b) for information leading to the safe (alive) recovery of You.</li> </ul> <p>The Benefit Amount will not be paid under Section 12 (b) if You have not been recovered after a period of one (1) year from the day of kidnap or abduction.</p> <p>The payment of this Benefit Amount is subject to verification and confirmation by the police that a kidnap or an abduction of You has taken place.</p> <p>Provided always that expenses incurred under this section shall exclude ransom demanded by the kidnapers or abductors for the return of You.</p> <p><b><u>Conditions applicable to Section 12</u></b>  Payment of Benefit Amount under this section subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. You must keep this Takaful cover confidential.</li> </ol>	<p>5,000 25,000</p>



<p>2. We will not act as an intermediary or negotiator for You, nor will We offer direct advice on dealing with the kidnapper.</p> <p>3. On advice that You have or may have been kidnapped, it will be necessary for the approved beneficiary/nominees acting on Your behalf to:</p> <ol style="list-style-type: none"> <li>determine whether You have been kidnapped;</li> <li>notify the appropriate law enforcement agency and comply with their recommendation and instructions;</li> <li>give us immediate notification of the kidnapping or suspicion of it;</li> </ol> <p>4. If investigation establishes collusion or fraud by You, You must reimburse Us for any payment We have made under this section.</p>	
<p><b>Section 13 – Snatch Theft</b></p>	<p><b>Up to RM1,000</b></p>
<p>We shall compensate You for the jewellery, money or personal effects carried or worn on You and necessary expenses incurred for the replacement of the personal identification card, driving license, passport, credit cards and/or bank cards stolen or damaged by a snatch thief or wayside robbery up to an amount of RM1,000 in any one annual Period of Takaful.</p> <p>We shall not pay if the loss or damage occurred in your home in which You normally reside.</p> <p>The loss or damage must be reported to the police and/or card issuer immediately after the occurrence of the incident. Failure to lodge a report to the police and/or card issuer immediately shall not invalidate Your claim if it can be shown to Our satisfaction that You have reported to them as soon as is practicable.</p>	
<p><b>Section 14 – Automated Teller Machine (ATM) Cash Withdrawal Protection</b></p>	<p><b>Up to RM1,000</b></p>
<p>We shall compensate You for loss of actual cash up to RM1,000 in any one annual Period of Takaful as a result of unauthorized use of Your bankcard for withdrawal of cash by force or threat by any unknown person.</p> <p>The loss must be reported to the police and/or card issuer immediately after the occurrence of the incident. Failure to lodge a report to the police and/or card issuer immediately shall not invalidate Your claims if it can be shown to Our satisfaction that You have reported to them as soon as is practicable.</p> <p><b>Exclusions applicable to Section 14</b></p> <p>We shall not pay for claims arising directly or indirectly from, in respect of or due to:</p> <ol style="list-style-type: none"> <li>any carelessness, confiscation, errors or omission in receipts, payments or transfers;</li> <li>any dishonest, fraudulent or criminal act of You;</li> <li>liability for any debt unless You must upon discovery of any event which may result in a claim immediately report to the police and card issuer in accordance with the terms and conditions of the issue of the card;</li> <li>liability for any debt arising from any supplementary card issued to Your Family Member;</li> <li>liability for any debt through Your collusion or Your Family Member; or</li> <li>loss resulting from unauthorized use of Your card by Your Family or Household Member.</li> </ol>	
<p><b>Section 15 – Compassionate Cash for Domestic Violence</b></p>	<p><b>500</b></p>
<p>We shall pay Compassionate Cash for Domestic Violence of RM500 limited to one incident in any one annual Period of Takaful as a result of You suffering personal injuries or financial loss or damage to Your property due to Domestic Violence.</p> <p>We shall not pay for claims arising directly or indirectly caused by person(s) other than Your Family or Household Member.</p> <p>The loss, injury or damage must be reported to the police immediately after the occurrence of the incident. Failure to lodge a report to the police immediately shall not invalidate Your claims if it can be shown to Our satisfaction that You have reported to the police as soon as is practicable.</p> <p><b>Definitions</b></p> <p>Domestic Violence shall mean the commission of any of the following acts:</p> <ol style="list-style-type: none"> <li>willfully or knowingly placing, or attempting to place, You in fear of physical injury;</li> <li>causing physical injury to You by such act, which is known or ought to have been known would result in physical injury;</li> <li>compelling You by force or threat to engage in any conduct or act, sexual or otherwise, from which You have a right to abstain;</li> <li>confining or detaining You against Your will; or</li> <li>causing mischief or destruction or damage to property with intent to cause or knowing that it is likely to cause distress or annoyance to You.</li> </ol>	
<p><b>Section 16 – Family Prosperity Bonus</b></p>	<p><b>1,000</b></p>
<p>We shall pay lump sum cash of RM1,000 limited to one incident in any one annual Period of Takaful if You deliver twins or more by natural birth or caesarean section.</p> <p>The delivery of twins or more shall be after nine (9) months from the initial Effective Date of Takaful. The certified true copies of Your newborn baby's birth certificates and a letter from the attending Medical Practitioner confirming the birth of twins or more must be submitted to Us.</p> <p>We shall not pay for claims if prior to your pregnancy, You have sought and/or undergone In-Vitro fertilization or embryo transfer or any other fertilization treatment other than natural conception to provoke procreation.</p>	

## GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We shall not pay for any Benefit under this Certificate caused by or contributed to by or related to any of the following:

1. Pre-Existing Illness;
2. Specified Illness occurring during the first hundred twenty (120) days from the Effective Date of Takaful of continuous cover;
3. Any medical or physical conditions arising within the first thirty (30) days of the Effective Date of Takaful or reinstatement date whichever is latest except for Accidental injuries;
4. Any treatment or surgical operation for Congenital Conditions;
5. Any willful, illegal or intentional acts of the Participant whether sane or insane, suicide pacts or agreements or complications of suicide or attempted suicide, provoked homicide or assault or self-inflicted injury;
6. Except as stated in Section 3 and Section 5 of Benefit Section, any condition which is or results from a complication of pregnancy, childbirth, miscarriage or abortion;
7. Any condition which is or results from intoxication by alcohol or drugs not prescribed by a Medical Practitioner;
8. Any condition, which is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS), and AIDS Related Complications (ARC), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC;
9. Mental and nervous disorders, including but not limited to insanity;
10. Any condition which is or results from a complication of venereal disease;
11. Any condition sustained whilst engaging in flying or other aerial activities other than in a fully licenced passenger carrying power driven aircraft as a passenger but not:
  - a) as a member of the crew; or
  - b) for the purpose of any trade or technical operation in or on the aircraft;
12. The Participant taking part in naval, military, air force, police force, fire service department or any armed forces operation or any armed occupation;
13. The Participant engaging in diving, mining, logging, underground works, explosive making or handling or custodians or blasters, gas manufacturing or whilst on duty as a ship crew or fisherman or oil-rig crew;
14. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition or destruction of or damage to property under the order of any government, public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media;
15. Ionizing radiation or contamination by radio-activity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or nuclear weapons or materials; Solely for the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission;
16. Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;
17. The Participant engaging in training or practicing for or taking part in any:
  - a) underwater activities involving the use of underwater breathing apparatus or scuba diving;
  - b) climbing or mountaineering necessitating the use of ropes or guides, mountain or off road biking, skateboarding or roller skating;
  - c) pot-holing, hiking/trekking in remote areas unless with licensed guides;
  - d) parachuting, hang-gliding, bungee jumping or any diving activities;
  - e) winter sports (excluding curling and skating), hunting, polo-playing, steeple-chasing, water-skiing or any racing activities other than on foot; or
  - f) professional sports of any kinds.
18. Any Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease; or
19. Riding or driving without a valid driving license. This will not apply to Covered Person with an expired license but are not disqualified from holding or obtaining such driving license under the regulations of the Malaysian Road Transport Department or any other relevant laws.

## GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

### 1. Residential Qualification

In the event of change of residential country, You shall notify Us in writing and the Takaful coverage shall be terminated with effect from the date You leave Malaysia.

### 2. Overseas Travel & Medical Treatment

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

- a) If the event which may give rise to claim occurs on business or vacation for a period exceeding three (3) consecutive months in any one annual Period of Takaful; or
- b) To seek medical treatment (even though such treatment shall be upon the requirement of attending Medical Practitioner) if such treatment is available locally.

### 3. Waiting Period

No Benefit shall be payable for any Illness occurred or contracted during the first thirty (30) days of the Effective Date of Takaful for the first year Certificate except for Accident.

### 4. Cooling-off Period

If this Certificate shall have been issued and for any reason whatsoever You shall decide not to take up the Certificate, You may return the Certificate to Us for cancellation provided such request for cancellation is delivered by You to Us within fifteen (15) days from the date of delivery of the Certificate. You will be entitled to the return of the full contribution paid less deduction of medical expenses incurred By Us in the issue of the Certificate, if any.

**5. Period of Cover and Renewal**

This Certificate shall become effective as of the date stated in the Schedule. The Certificate Renewal shall be one year after the effective date and annually thereafter. On each such renewal, the Certificate is renewable at the contribution rates in effect at that time & any change in the renewal contribution shall be notified by writing at least thirty (30) days before change is effected. The Certificate is renewable at Our option.

**6. Misstatement of Age**

If Your age have been misstated and the contribution paid as a result thereof is insufficient, any claim payable under this Certificate shall be prorated based on the ratio of the actual contribution paid to the correct contribution which should have been charged for the year. Any excess contribution, which may have been paid as a result of such misstatement of age, shall be refunded without interest.

**7. Misrepresentation/Fraud**

If Your application or declaration are untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Certificate, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Certificate shall be void.

**8. Alterations**

We reserve the right to amend the terms and provisions of this Certificate (provided it is necessary, reasonable and justifiable) by giving thirty (30) day prior notice in writing by ordinary post to Your last known address or electronic mail in Our records, and such amendment will be applicable from the next renewal of this Certificate. No alteration to this Certificate shall be valid unless Authorised by Us and such approval is endorsed thereon.

**9. Portfolio Withdrawal Condition**

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this Takaful product.

Cancellation of the portfolio as a whole shall be given by written notice to You at least thirty (30) days before the cancellation and We will run off all Certificates to expiry of the period of cover within the portfolio.

**10. Payment of Benefit**

Any Benefit payable under this Certificate shall be paid to the Participant or his beneficiary, if any, as stated in the Schedule or otherwise to his estate. Any receipt by the Participant or his beneficiary or estate of any Benefit payable under this Certificate shall in all cases be deemed final and complete discharge of all of Our liabilities in respect of such Benefit.

**11. Sedentary Work/Off-Duty Cover**

If You are employed under any of the excluded occupations stated in General Exclusion 12, You shall still be covered under this Certificate provided that:

- a) You are employed to do sedentary/desk-bound duties only;
- b) You are off-duty and or safely return to mainland at the time of the Accident and the Bodily Injury does not arise in the course of Your employment or any activity related to Your employment.

**12. Sanction Limitation Clause**

This Takaful Certificate shall not provide cover and We shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose Us to any sanction, prohibition or restriction under the United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United State of America.

**13. Claims Conditions**

**a) Notification of Accident**

All claims must be made by You or through You or Your legal representatives, to Us within thirty (30) days of any Death or Injury which may result in a claim under this Certificate.

**b) Documentation**

All medical reports, certificates, information and evidence required by Us to support a claim, must be provided at Your expense or at the expense of any claimant in the event of Your death. You may have to undergo further medical examination as required by Us at Our expense. In the event of a claim due to death of a Person Covered, We shall require sight of the death Certificate and may require a post-mortem examination at Your expense.

Claims are not deemed complete and eligible Benefits are not payable unless all medical reports, certificates, information and evidence required by Us have been submitted to Us. In the case of a claim for a Benefit related to medical reimbursement, only the actual costs incurred, which are medically necessary, shall be considered for reimbursement subject to the presentation of original receipt(s).

**c) Claim Settlement**

- i) We will pay any Benefit due under this Certificate to You or in the event of Your death, to Your nominee or legal executor or administrator in accordance with the Islamic Financial Services Act 2013.
- ii) The payment of claims under this Certificate is dependent upon observance of its terms and conditions by You, and so far as they apply, by You or any other claimant.

**14. Subrogation**

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

**15. Interest and Currency**

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

**16. Other Takaful/ Insurance**

No person shall be covered under more than one Femina Special Certificate or is equivalent Takaful Certificate or insurance policy issued by Etiqa Group. In the event the Participant is covered under more than one such Certificate or policy, We shall consider that person to be covered under the Certificate or policy which was issued first (where the Benefit provided under each such Certificate or policy are identical) or which provides the greatest amount of Benefit and We shall refund any duplicated contribution or premium payment which may have been made by or on behalf of that Participant.



## 17. Errors and Omissions

We will rectify any error or omission in this Certificate by issuing an Endorsement which will be sent to You. Any such rectification will not affect Your rights and obligations as originally agreed to between Us. Once such an Endorsement has been issued, only the incorrect provisions in this Certificate will no longer be valid.

## 18. Notice of Trust or Assignment

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

## 19. Arbitration

All differences arising out of the Certificate shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties or, in the case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The costs of the reference & of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. It is hereby expressly stipulated & declared that it shall be condition precedent to any right of action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of Benefit if disputed, shall be first obtained.

## 20. Legal Proceedings

No action at law or in equity shall be brought to recover on the Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Certificate. If the Participant shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of this Certificate, the Participant may, within a grace period of one calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the Certificate terms, provisions and conditions. After such grace period has expired, We will not accept, for any reason whatsoever, such written proof of loss.

## 21. Disappearance Clause

If You disappears, while this Takaful coverage is in force and:

- a) Your body is not found within one (1) year after the disappearance; and
- b) sufficient evidence is produced to Our satisfaction that leads inevitably to the conclusion that he sustained accidental bodily injury and that such injury should have resulted in death,

We shall pay the death Benefit under this Certificate. The payment is only made provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum paid to Us if You are subsequently found to be living.

## 22. Termination of Certificate

### a) Termination by the Participant

If the Participant gives notice in writing to Us to terminate this Certificate, such termination shall become effective on the date the notice is received or on the date specified in such notice, whichever is the later.

### b) Automatic Termination

This Certificate shall be terminated:

- i) upon the death of the Participant;
- ii) if the Participant ceases to be eligible on the grounds of age, change of occupation and/or Residential Qualification; or
- iii) upon payment of Benefit Amount under Section 1, 2 (limited to items specified in condition 5), 3, 4 or 5.

### c) Termination by Us

We may give notice of termination hereof (provided it is necessary, reasonable and justifiable) by registered post to the Participant at her last known address or by electronic mail. Such termination shall become effective after thirty (30) days following the date of such notice.

### d) Contribution Position Upon Termination

In the event of contribution having been paid for any period beyond the date of termination of this Certificate, the relevant proportion of the contribution hereon shall be refunded to the Participant on a prorata basis. If contribution has not been paid for any period up to the date of termination, the Participant shall be liable for the payment of such contribution.

### e) Effective Time of Termination

This Certificate shall terminate at 12:01am Malaysian Time on the relevant date specified in the occurrence date of any events specified herein, Schedule or Endorsement.

## 23. Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism

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

## 24. Right to nominate

You may nominate an individual to receive Takaful Benefits payable upon Your death, either as an Executor, or as a Beneficiary under a Conditional Hibah; or

The nomination or assignment may be made:

- a) At the time of application; or
- b) By notifying Us in writing.

You may specify the shares of Takaful Benefit be paid to each Nominee. In the absence of such specified shares, We shall pay the Nominees in equal shares.

Where there is more than one Nominee and any particular Nominee who is nominated as a Beneficiary under Conditional Hibah predeceases You, We shall pay the share of the deceased Nominee, upon Your death to Your estate, unless You has made a subsequent nomination in place of the deceased Nominee.

Nomination of a Beneficiary under Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on Your death to the Nominee. Such Takaful Benefits so transferred shall not form part of Your, or be subject to his or her debt.

### Obligations of nominated Executors

Where the Nominee is appointed as Executor, the share of the Executor will be set out in the Nomination of Executor Form.

For Muslim Participants, the Executor has to distribute the Takaful Benefits as specified under the Islamic Financial Services Act 2013, Islamic Law and any other applicable laws relating to the distribution of Your estate.

For Non-Muslim Participants, the Executor has to distribute the Takaful Benefits according to Your will, and any other applicable laws relating to the distribution of Your estate. If at the time of claim, an Executor has predeceased You, the percentage of the deceased Executor will be distributed equally among any surviving Executors, who will then act as Executors to distribute the proceeds.

**Right to revoke a nomination**

A nomination shall be revoked:

- a) Upon the death of all Nominees during the Your lifetime;
- b) By a notice in writing from You to Us; or
- c) By any subsequent nomination by You to Us.

A nomination shall not be revoked by a will or by any other act, event or means.

**25. Changes in Taxation, Regulations and Legislation**

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

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

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

## CERTIFICATE INFORMATION STATEMENT

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

## COMPLAINT PROCEDURES

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

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

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

We assure You that Your feedback will be looked into.

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

### **PROCEDURE FOR COMPLAINT TO OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with Our decision to a dispute, or Our failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: enquiry@ofs.org.my  
or  
Facsimile Number: +603-2272 1577  
or  
Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block  
Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Us to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from US or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my).

Engagement of the OFS is subject to the terms of reference pursuant to Section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Us should they be dissatisfied with the outcome by the OFS.

### **PROCEDURE FOR COMPLAINT TO BNMLINK**

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

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

The contact details are as follows:

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