

## HOSPITALISATION AND SURGICAL SCHEME FOR FOREIGN WORKERS TAKAFUL CERTIFICATE (SPIKPA)

Whereas the Certificate Owner/Covered Person by an application and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Takaful Berhad (201701025031)** (hereinafter called "the Takaful Operator") for the Takaful contained in this Certificate and has paid the Contribution stated in the Certificate Schedule as consideration for such Takaful for the period stated therein.

Now This Certificate Witnessed that if during the Period of Takaful, any sickness, disease illness or accidental injury necessitates the Covered Person to be confined to a Malaysian Government Hospital for treatment, the Takaful Operator will subject to the terms, provisos, exclusions and conditions of and endorsed on this Certificate, pay to the Certificate Owner / Covered Person or his legal personal representatives the sum or sums stated in the Schedule of Benefits.

Provided always that this Certificate shall become effective as of the date stated in the Certificate Schedule. This Certificate shall be issued for one year and at the end of each period of Takaful may be renewed for another year subject to the consent of the Takaful Operator.

### **Definitions:**

**Accident** shall mean a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily injury.

**Any One Disability** shall mean all of the periods of disability arising from the same cause including any and all complications there from except that if the Covered Person completely recovers and remains free from further treatment (including drugs, medicines, special diet or injection or advice from the conditions) of the disability for at least ninety (90) days following the latest date of discharge and subsequent disability from the same cause shall be considered as though it were a new disability.

**Disability** shall mean a Sickness, Disease, Illness or the entire Injuries arising out of a single or continuous series of causes.

**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 that the Covered Person was continuously covered under this Certificate.

**Day** shall mean the definition of a charging day adopted by the Malaysian Government Hospital concerned.

**Day Surgery** shall mean a patient who needs the use of a recovery facility for a surgical procedure on a pre-planned basis at the hospital/specialist clinic (but not for overnight stay)

**Doctor Or Physician Or Surgeon** shall mean a registered medical practitioner qualified and licensed to practice western medicine and who in rendering such treatment, is practicing within the scope of his licensing and training in the geographic area of practice, but excluding a doctor, physician or surgeon who is the Covered Person himself.

**Hospital Confinement** shall mean the Covered Person being duly registered and admitted as an in-patient in a Malaysian Government Hospital for more than twelve (12) hours.

**Hospital** shall mean an establishment duly constituted and registered as a non-corporatized Malaysian Government Hospital for the care and treatment of sick and injured persons, and which:-

- (a) has organised facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four (24) hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a Physician; and
- (d) is not primarily a clinic, a place for custodial care for alcoholics or drug addicts, a nursing or rest or convalescent home for the aged and similar establishment.

**Malaysian Government Hospital** shall mean a hospital which charges of services are subject to the Fees Act 1951 Fees (Medical) Order 1982 and/or its subsequent amendments if any.

**Sickness, Disease or Illness** shall mean a physical condition marked by a pathological deviation from the normal healthy state.

**Injury** shall mean bodily injury caused solely by accident.

**Certificate Owner** shall mean a person or corporate entity who has applied for this Takaful from the Takaful Operator and who is an employer or bona fide foreign workers.

**Covered Person** shall mean the Eligible Person having accepted by the Takaful Operator to participate in the Scheme as described in the Certificate Schedule.

**Eligible Person** shall mean the present and future full-time foreign worker employees of the Certificate Owners who are between eighteen (18) to sixty (60) years of age and who are bona fide holders of valid work permits/Pas Lawatan Kerja Sementara issued by the relevant Malaysian government authority.

**Intensive Care Unit** shall mean a section within the Malaysian Government Hospital which is designated as an Intensive Care Unit by the Malaysian Government Hospital and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Malaysian Government Hospital.

**Overall Annual Limit** shall mean benefits payable in respect of expenses incurred for treatment provided to the Covered Person during the period of Takaful shall be limited to Overall Annual Limits as stated in the Schedule of Benefits irrespective of type/types of disability. In the event the Overall Annual Limit having been paid, all Takaful for the Covered Person hereunder shall immediately cease to be payable for the remaining Certificate year.

**Pre-Existing Illnesses** shall be limited to disabilities which existed before the effective date of cover and for which the Covered Person should have reasonably been aware of. A Covered Person may be considered to have reasonable knowledge of a pre-existing condition where the condition is one for which:-

- (a) the Covered Person 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.

**Reasonable And Customary Charges** shall mean charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Covered Person's medical condition.

**Specified Illnesses** shall mean the following disabilities and its related complications, occurring within the first one hundred and twenty (120) days of Takaful of the Covered Person:-

- (a) Cardiovascular disease;
- (b) All cancers.

**Surgery** shall mean any of the following medical procedures:-

- (a) To incise, excise or electro cauterize any organ or body part, except for dental services.
- (b) To repair, revise, or reconstruct any organ or body part.
- (c) To reduce by manipulation a fracture or dislocation.
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder or urethra.

**Certificate** shall mean this agreement together with any endorsements therein, signed by the Takaful Operator, the Certificate Schedule attached hereto and the application form of the Covered Person all of which shall constitute the entire contract between the parties.

**Period of Takaful** shall mean the period specified in the Certificate Schedule and during which the Covered Person is in immediate employment of the Certificate Owner or until the cessation of the work/employment permit whichever is the earlier BUT EXCLUDING the period when the Covered Person returns to his/her home country. Cover ceases from the time he/she leaves Malaysia and resumes upon his/her return to Malaysia. The territorial limit of this Certificate is within Malaysia only.

**Tabarru'** is an Arabic word which means donation, gift or contribution. In the Takaful contract, this means "donation for the purpose of Takaful".

**Wakalah** means the nomination by one party of another to act on his behalf. In the Takaful context, We manage the Fund on behalf of the Certificate Owner.

### **Descriptions of Benefits**

#### **Daily Hospital Room and Board (Maximum up to thirty (30) days)**

Reimbursement of the Reasonable and Customary Charges Medically Necessary for room accommodation and meals. The amount of the benefit shall be equal to the actual charges made by the Malaysian Government Hospital during the Covered Person's confinement, but in no event shall the benefit exceed, for any one day, the rate of Room and Board Benefit, and the maximum number of days as set forth in the Schedule of Benefits. The Covered Person will only be entitled to this benefit while confined to a Hospital as an in-patient.

#### **Intensive Care Unit (Maximum up to fifteen (15) days)**

Reimbursement of the Reasonable and Customary Charges Medically Necessary for actual room and board incurred during confinement as an in-patient in the Intensive Care Unit of the Malaysian Government Hospital. This benefit shall be payable equal to the actual charges made by the Malaysian Government Hospital subject to the maximum benefit for any one day, and maximum number of days, as set forth in the Schedule of Benefits. Where the period of confinement in an Intensive Care Unit exceeds the maximum set forth in the Schedule of Benefits, reimbursement will be restricted to the standard Daily Hospital Room and Board rate. No Hospital Room and Board Benefits shall be paid for the same confinement period where the Daily Intensive Care Unit Benefits is payable.

#### **Hospital Supplies and Services**

Reimbursement of the Reasonable and Customary Charges actually incurred for Medically Necessary general nursing, prescribed and consumed drugs and medicines, dressings, splints, plaster casts, x-ray, laboratory examinations, electrocardiograms, physiotherapy, basal metabolism test, intravenous injections and solutions, administration of blood and blood plasma but excluding the cost of blood and plasma whilst the Covered Person is confined as an in-patient in a Malaysian Government Hospital, up to the amount stated in the Schedule of Benefits.

### **Operating Theatre**

Reimbursement of the Reasonable and Customary Operating Room charges incidental to the surgical procedure not exceeding the limits as set forth in the Schedule of Benefits.

### **Surgical Fees**

Reimbursement of the Reasonable and Customary Charges for a Medically Necessary surgery by the Specialists during confinement in hospital. If more than one surgery is performed for Any One Disability, the total payments for all the surgeries performed shall not exceed the maximum stated in the Schedule of Benefits.

### **Anesthetist Fees**

Reimbursement of the Reasonable and Customary Charges by the Anesthetist for the Medically Necessary administration of anesthesia not exceeding the limits as set forth in the Schedule of Benefits.

### **In-Hospital Physician Visits (Maximum up to thirty (30) days)**

Reimbursement of Reasonable and Customary Charges by a Physician for Medically Necessary visiting an in-paying patient while confined for a non-surgical disability subject to a maximum of one (1) visit per day not exceeding the maximum number of days and amount as set forth in the Schedule of Benefits.

### **In-Hospital Specialist Consultation Visits (Maximum up to thirty (30) days)**

Reimbursement of the Reasonable and Customary Charges for the consultation by a legally licensed and qualified Medical Specialist, which is recommended by a Physician because of illness or injury while confined in hospital. The total amount payable shall not exceed the maximum specified in the Schedule of Benefits for Any One Disability.

### **Ambulance Fees/Medical Reports Fees**

Reimbursement of Reasonable and Customary Charges incurred for necessary domestic ambulance service (inclusive of attendants) to and/or from the Malaysian Government Hospital. Payment will not be made if the Covered Person is not hospitalized and subject to the limits as set forth in the Schedule of Benefits. Under this benefit, the Takaful Operator shall also reimburse the Covered Person the cost of obtaining medical report(s) but only if such reports are specifically required by the Takaful Operator for its processing of claims.

## **Special Provisions**

### **Person Eligible**

Eligible Persons for Takaful under this Certificate are those present and future full-time foreign worker employees of Certificate Owner who are actively engaged at their usual work on the date the persons are eligible to join the Certificate.

Present foreign worker employees will be eligible to participate in the Takaful on the commencement date of the Certificate. Future foreign worker employees will be eligible to participate in the Takaful according to the date mentioned in the application form.

If a foreign worker employee is not actively engaged at his/her usual work on the date he/she would otherwise be eligible in accordance with the abovementioned requirement, his/her eligibility date will be deferred to the first (1st) day of the month immediately following his/her return to active full-time work.

### Period of Takaful and Renewal

This Certificate shall become effective as for the date stated in the Schedule. The Takaful Certificate Anniversary shall be one (1) year after the effective date and annually thereafter. On each such anniversary, this Certificate is renewable at the Contribution rates in effect at that time as notified by the Takaful Operator.

### Geographical Territory

All benefits provided in this Certificate are applicable within Malaysia only for twenty-four (24) hours a day.

### Limitation of Benefits

All benefits provided in this Certificate are only payable in the event the Covered Person is confined in a non-corporatised Malaysian Government Hospital.

### Exclusions

This contract does not cover any hospitalization, surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-existing illness. However, this exclusion is waived in the event the Covered Person passes the medical examination as confirmed by Fomema Sdn. Bhd. (FOMEMA) within 30 days from the Covered Person's arrival to Malaysia.
2. Specified illnesses occurring during the first one hundred and twenty (120) days of continuous cover.
3. Plastic/Cosmetic surgery, circumcision, eye examination, glasses and refraction or surgical correction of nearsightedness (Radial Keratotomy) and the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, implanted pacemakers and prescriptions thereof.
4. Dental conditions including dental treatment or oral surgery except as necessitated by Accidental Injuries to sound natural teeth occurring wholly during the Period of Takaful.
5. Private nursing, rest cures or sanatoria care, illegal drugs, intoxication, sterilization, venereal disease and its sequelae, AIDS (Acquired Immunodeficiency Syndrome) or ARC (AIDS Related Complex) and HIV (Human Immunodeficiency Virus) related diseases, and any communicable diseases requiring quarantine by law.
6. Any treatment or surgical operation for congenital abnormalities or deformities including hereditary conditions.
7. Pregnancy, child birth (including surgical delivery), miscarriage, abortion and prenatal or postnatal care and surgical, mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility. Erectile dysfunction and tests or treatment related to impotence or sterilization.
8. Hospitalization primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, and treatments specifically for weight reduction or gain.
9. Suicide, attempted suicide or intentionally self-inflicted injury while sane or insane.
10. War or any act of war, declared or undeclared, criminal or terrorist activities, active duty in any armed forces, direct participation in strikes, riots and civil commotion or insurrection.

11. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapons material.
12. Expenses incurred for donation of any body organ by a Covered Person and costs of acquisition of the organ including all costs incurred by the donor during organ transplant and its complications.
13. Investigation and treatment of sleep and snoring disorder ~~rs~~, hormone replacement therapy and alternative therapy such as treatment, medical service or supplies, including but not limited to chiropractic services, acupuncture, acupressure, reflexology, bone setting, herbalist treatment, massage or aromatherapy or other alternative treatment.
14. Care or treatment for which payment is not required or to the extent which is payable by any other Takaful or indemnity covering the Covered Person and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Takaful Contract.
15. Psychotic, mental or nervous disorders, (including any neuroses and their physiological or psychosomatic manifestations).
16. Costs/expenses of services of a non-medical nature, such as television, telephones, telex services, radios or similar facilities, admission kit/pack and other ineligible non-medical items.
17. Sickness or Injury arising from racing of any kind (except foot racing), hazardous sports such as but not limited to skydiving, water skiing, underwater activities requiring breathing apparatus, winter sports, professional sports and illegal activities.
18. Private flying other than as a fare-paying passenger in any commercial scheduled airlines licensed to carry passengers over established routes.
19. Expenses incurred for sex changes.

### **General Conditions**

This Certificate and the Certificate Schedules shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Certificate or of the Certificate Schedule shall bear such specific meaning wherever it may appear.

### **Notice**

Every notice or communication to the Takaful Operator shall be in writing and sent to the Takaful Operator. No alteration in the terms of this Certificate or any endorsement thereon, will be held valid unless the same is signed or initiated by an authorised representative of the Takaful Operator.

### **Condition Precedent to Liability**

The due observance and the fulfillment of the terms, provisions and conditions of this Certificate by the Certificate Owner and the Covered Persons and in so far as they relate to anything to be done or complied with by the Certificate Owner and Covered Persons shall be conditions precedent to any liability of the Takaful Operator.

### **Misrepresentation/Fraud**

If the application or declaration of the Covered Person is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this Takaful, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claim 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.

### Contribution

During the Period of Takaful, the Contribution for Takaful under this Certificate is not guaranteed. The Takaful Operator shall have the right to change the rate at which Contributions shall be calculated, at the start of any Certificate Year, provided that the Takaful Operator notifies the Covered Person at least ninety (90) days in advance of the date such Contribution is due.

### Claim Procedures

- (a) The Covered Person shall within thirty (30) days of a Disability that incurs claimable expenses, give written notice to the Takaful Operator stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to furnish such notice within the time allowed shall not invalid any claim if it is shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.
- (b) The Covered Person shall immediately procure and act on proper medical advice and the Takaful Operator shall not be held liable in the event a treatment or service becomes necessary due to failure of the Covered Person to do so.
- (c) Upon completion of submission of all relevant documents, the reimbursement of the claims shall be made within thirty (30) working days by the Takaful Operator.

### Cancellation

This Certificate may be cancelled by the Certificate Owner at any time by giving a written notice to the Takaful Operator; and provided that no claims have been made during the current Certificate year, the Certificate Owner shall be entitled to a refund of the Contribution as follow:

Period Not Exceeding	Refund of Annual Contribution
15 days	90 %
1 month	80 %
2 months	70 %
3 months	60 %
4 months	50%
5 months	40 %
6 months	30 %
7 months	25 %
8 months	20 %
9 months	15 %
10 months	10 %
11 months	5 %
Exceeding 11 months	No refund

### Governing Law

This Certificate is issued under the laws of Malaysia and is subject and governed by the laws prevailing in Malaysia.

## Legal Proceedings

No action at law or in equity shall be brought to recover on this 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 Covered Person shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Certificate, the Covered Person may, within a grace period of one calendar year from the time that the written proof of loss was to be furnished, submit the relevant proof of loss to the Takaful Operator with cogent reason(s) for the failure to comply with the Certificate terms, provisions and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of the Takaful Operator. After such grace period has expired, the Takaful Operator will not accept, for any reason whatsoever, such written proof of loss.

## Termination of Individual Takaful

The Takaful of any one Covered Person shall terminate on the earlier happening of the following events:-

- (a) upon expiration of the Covered Person's work permit or upon the termination of the employment contract between the Certificate Owner and the Covered Person named in the Schedule, or
- (b) from the date of the Immigration Department's Letter of Discharge, or
- (c) on the death of the Covered Person, or exhaustion of the Overall Annual Limit for that particular Covered Person, or
- (d) on the Takaful Certificate Anniversary immediately following the 60<sup>th</sup> birthday of the Covered Person, or
- (e) on the date when Contribution payments for the Covered Person's Takaful are discontinued due to any cause, or
- (f) on the date of termination of the Certificate by either the Certificate Owner or the Takaful Operator, or
- (g) at the mid-night standard Malaysian time on the last day of the Period of Takaful unless the Covered Person is confined to a Government Hospital at such time. If this being the case, the time of termination shall be extended to:
  - (i) the time the Covered Person is discharged from the Government Hospital; or
  - (ii) The time the Overall Annual Limit shall have been exhausted whichever is the first to occur.

## Alterations

The Takaful Operator reserves the right to amend the terms and provisions of this Certificate by giving a thirty (30) day prior notice in writing by ordinary post to the Covered Person's last known address in the Takaful Operator's 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 the Takaful Operator and such approval is endorsed thereon. The Takaful Operator should give thirty (30) days prior written notice to the Covered Person according to the last recorded address for any alterations made.

## Grace Period

Notwithstanding the Cash before Cover condition, a Grace period of fourteen (14) days from its due date will be allowed for payment of each Contribution after the first Certificate Year. During such fourteen (14) days, the Takaful Operator shall remain liable there under if by the last of such days, the Contribution is actually paid.

If any Contribution is not paid in respect of this Certificate Contract before the end of the Grace period, this Certificate Contract shall be deemed as terminated at the expiry date of the Certificate.

## Takaful and Surplus Distribution Clause

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.



This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates whereby the operator shall have the full discretion to waive part of the Wakalah fee:

Commission	: Up to 10% of Contribution
Management Expenses	: Total Wakalah Fee less Commission paid to the Intermediary
Total Wakalah Fee	: 30% of Contribution
TPCA (Third Party Claims Administrator) Fee	: RM 15.00

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deems fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah. The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their Takaful certificates.

In the event of insufficient balance in the Fund to pay the Participant's Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's Fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The Fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

## Definitions

**"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.

**"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 the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

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

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

**"Takaful"** means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

“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 that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorised the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

### Important

The Certificate Owner shall read this Certificate carefully and if any error or misdescription be found herein, or if the cover were not in accordance with the wishes of the Certificate holder, advice should at once be given to the Takaful Operator and the Certificate returned for attention

#### Schedule of Benefits (Any One Disability)

ITEM	BENEFIT	AMOUNT (RM)
1(a)	Daily Hospital Room & Board (Maximum up to 30 days)	As charged in accordance To charges consistent With third (3rd) Class Room & Board to a maximum of RM 60 per day, in A Non-Corporatised Malaysian Government Hospital in conformance To the charges specified under Fees Act 1951, Fees (Medical) order 1982
1(b)	Intensive Care Unit (Maximum up to 15 days)	
2	Hospital Supplies and Services	
3	Operating Theatre	
4	Surgical fees (Excluding organ transplanting)	
5	Anesthetist Fees	
6	In Hospital Physician Visits (Maximum up to 30 days)	
7	In Hospital Specialist Consultation Visits (Maximum up to 30 days)	
8	Ambulance Fees / Medical Report Fees	
<b>Maximum Overall Annual Limit (Items 1-8)</b>		<b>RM20,000.00</b>

#### Important Note:

All benefits payable for any number of disabilities in any one given period of Takaful is subject to the Overall Annual Limit of RM20,000.00 per Covered Person.

### General Provision

#### 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 accordance with any applicable laws.

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Customer Services Bureau (CSB) 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 the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:

Chief Executive Officer  
Ombudsman for Financial Services  
(Formerly known as Financial Mediation Bureau)  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

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 Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad 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 Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### Procedure for Complaint to CSB

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to CSB, 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  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## Our Commitment to High Standard of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Etiqa General Takaful Berhad  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqa.com.my](mailto:complaint_cmu@etiqa.com.my)