

# ETIQA FAMILY TAKAFUL CERTIFICATE

## ETIQA CRITICAL CARE TAKAFUL PLUS

<b>This Certificate is the Entire Contract between You and Us</b>	<p>This Certificate forms the entire contract between You and Us, and consists of:</p> <ol style="list-style-type: none"> <li>1) The Certificate;</li> <li>2) The application form;</li> <li>3) The Takaful Schedule;</li> <li>4) The Certificate Information Statement; and</li> <li>5) Any Endorsements We may issue on this Certificate.</li> </ol> <p>Any change to this Certificate must be contained in the Endorsement made to it by Etiqa Family Takaful Berhad.</p> <p>As this is a legal contract between You and Us, please read Your Certificate carefully and confirmed that this Takaful plan meets Your requirements.</p>
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### CERTIFICATE INFORMATION STATEMENT

<b>Change of Address</b>	<p>Please inform Us immediately of any change of address of the Participant or the Nominee, to ensure that there will be no interruption in communication from Us to You and the Nominee.</p>
<b>Failure to pay Contributions</b>	<p>Each Participant has the obligation to pay the Contributions to Us, according to the mode of Contribution and other terms as agreed between the Participant and Us.</p> <p>You are given a Grace Period of thirty-one (31) days to pay the Contribution due. If We do not receive Your Contribution within the Grace Period, Your Certificate may Lapse, except as stated under the Contributions, Lapse and Termination Provisions.</p>
<b>Payment of Contribution</b>	<p>The Contribution is paid by deduction of the Participant's Kumpulan Wang Simpanan Pekerja (KWSP) account, subject to terms and conditions by KWSP.</p> <p>However, for Participant whose age is fifty-five (55) and above, and has insufficient fund in the KWSP account, You may pay the Contributions by:</p> <ol style="list-style-type: none"> <li>1) online banking;</li> <li>2) credit card;</li> <li>3) debit card; or</li> <li>4) banking account auto debit service.</li> </ol> <p>Once the above Contribution paying method is opted, no revision to KWSP account is allowed.</p> <p>We reserve the right to vary the manner of payment from time to time, which shall be communicated to you via such channels or mediums as We may determine.</p>
<b>Right to terminate the Certificate</b>	<p>The Participant has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within fifteen days (15) of the Free Look Period. We will cancel this Certificate and refund the Contributions received by Us.</p> <p>For request of cancellation of the Principal Person Covered's certificate within the Free Look Period, We shall terminate this Certificate and refund You the total Contributions received under the family package.</p> <p>Notification must be received by Us during the Free Look Period. The Certificate will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.</p> <p>In the event of termination after the Free Look Period, the Participant may only receive the PRF surplus, if any.</p> <p>For request of cancellation of the Principal Person Covered's certificate after the Free Look Period, We shall terminate this Certificate under the family package.</p> <p>In the event of unsuccessful Contribution payment to Us for the Certificate, We shall have the right to void the Certificate from the day the application was accepted.</p>

<p><b>Right to nominate Takaful Benefit</b></p>	<p>Where the Participant is the Person Covered, the Participant of the Certificate may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Participant's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> <li>1) At the time of application; or</li> <li>2) By notifying Us in writing, at any time after the issuance of the Certificate.</li> </ol> <p>The Participant may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Participant, We shall pay the executor or beneficiary in equal shares.</p> <p>A Nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Participant to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>
<p><b>Right to revoke a nomination</b></p>	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> <li>1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime;</li> <li>2) By a notice in writing from the Participant to Us; or</li> <li>3) By any subsequent nomination by the Participant to Us.</li> </ol> <p>Subject to the above, a Nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Where there is more than one Nominee, and any particular Nominee who is nominated as a beneficiary under Conditional Hibah predeceases the Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant has made a subsequent nomination in place of the deceased Nominee.</p>
<p><b>Marketing illustration</b></p>	<p>Any marketing illustration that You have received is strictly for Your reference only to understand the benefits, the main terms and conditions of the Certificate.</p> <p>The marketing illustration is not intended to be a legally binding contract between You and Us.</p>
<p><b>Our Head Office Address</b></p>	<p>Our Head Office address is:</p> <p>Etiqa Family Takaful Berhad Level 19, Tower C, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur. Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 Email: <a href="mailto:info@etiqa.com.my">info@etiqa.com.my</a></p>
<p><b>The claim process and how to make a claim</b></p>	<p>The Claimant must notify Us of a claim for any Takaful Benefit by writing to Our contact address, within the notification timeframe. The claim notification must include the Person Covered's proof of age such as a copy of the identity card, passport, and other required claim documentation. The claim notification period and claim documentation is specific to the type of Takaful Benefit according to the terms and conditions of the Certificate.</p> <p>Claim notification may be submitted after the notification timeframe, if it can be shown that notice was given as soon as it was reasonably possible.</p> <p>Should there be any assistance required when making a claim, the Claimant should contact Etiqa Online at 1-300-13-8888.</p> <p>Additional documentation may be requested by Us when the Claimant notifies Us of a claim, or following a preliminary assessment by Us of the documentation accompanying the claim form. The Claimant will be notified in writing of any additional documentation requirements.</p> <p>Documentation supporting a claim shall be provided at the Claimant's own cost.</p> <p>Once all documentation is received by Us, We will admit or reject the claim for Takaful Benefits according to the terms and conditions of the Certificate. Our claim decision will be advised to the Claimant in writing. We reserve the right to deduct any related charges and outstanding amounts owing to Us before any claim is payable under this Certificate.</p>

<b>How to contact Us</b>	If You need to contact Us, have any questions relating to the Certificate, or have a request to change the contents of the Certificate, please write to Our postal address at Etiqa Family Takaful Berhad, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at <a href="mailto:info@etiqa.com.my">info@etiqa.com.my</a> , or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.
<b>How to complain to Us</b>	If a Claimant or Participant is not satisfied with Our service under the Certificate, please write to Our postal address: Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03 – 2297 1919; or e-mail at <a href="mailto:complaint_cmu@etiqa.com.my">complaint_cmu@etiqa.com.my</a> . Our telephone number is 1-300-13-8888 (for overseas callers, the number is +603 – 2780 4500).
<b>How to complain to the government regulator</b>	If a Claimant or Participant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Certificate number, and any correspondence between a Claimant or Participant, and Us.  The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; facsimile to 03–2174 1515; or e-mail at <a href="mailto:bnmlink@bnm.gov.my">bnmlink@bnm.gov.my</a> . The BNM telephone number is 1-300-88-5465.
<b>How to settle a dispute through mediation</b>	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 Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:  Email : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a> or Fax : 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 Etiqa Family Takaful Berhad to the dispute of the Claimant or Participant.  For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at <a href="http://www.ofs.org.my">www.ofs.org.my</a> .  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 Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.
<b>How to settle a dispute through arbitration</b>	If a Claimant or Participant disputes a decision We have made relating to the Certificate, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant or Participant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.  The Claimant or Participant and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Participant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Participant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.  The single Arbitrator (in the case where the Claimant or Participant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Participant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant or Participant and Us.

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

## GENERAL DEFINITIONS

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

Common Phrase, Word or Abbreviation	Definition
<b>Accident</b>	A sudden, unforeseen, violent and unplanned event which is external and visible in nature, that results in bodily injury.
<b>Activities of Daily Living</b>	Activities of Daily Living are as follows: <b>1) Transfer</b> Getting in and out of a chair without requiring physical assistance; <b>2) Mobility</b> The ability to move from room to room without requiring any physical assistance; <b>3) Continence</b> The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene; <b>4) Dressing</b> Putting on and taking off all necessary items of clothing without requiring assistance of another person; <b>5) Bathing or Washing</b> The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; and <b>6) Eating</b> All tasks of getting food into the body once it has been prepared.
<b>Arbitrator</b>	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
<b>Bank Negara Malaysia, or BNM</b>	The government body in Malaysia responsible for primary regulation of Takaful operators. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by Takaful operators.
<b>Certificate</b>	This document, and all subsequent Endorsements which are identified as relating to this document.
<b>Certificate Anniversary</b>	The anniversary of the Commencement Date.
<b>Certificate Year</b>	Any one (1) year period that starts on the Commencement Date, or a subsequent Certificate Anniversary.
<b>Claimant</b>	The Participant, the Person Covered or the Nominee of the Certificate, who is entitled to claim the Takaful Benefit, according to the terms and conditions of the Certificate.
<b>Commencement Date</b>	The earliest date at which the Participant is eligible for Takaful Benefits according to the terms and conditions of the Certificate. The Commencement Date is provided in the Takaful Schedule.
<b>Conditional Hibah</b>	Hibah is a transfer of ownership of an asset from one party to another without any consideration or reward. In relation to payment of Takaful Benefits, Conditional Hibah is a transfer of ownership of the Takaful Benefits payable to the beneficiary upon the death of the Person Covered, which is also the Participant, while the Certificate remains In Force.
<b>Contribution</b>	The amount of money paid regularly by the Participant to Us, according to the terms and conditions of the Certificate.
<b>Diagnosis</b>	The definite conclusion that is arrived at after a careful medical assessment of all the available clinical, radiological, laboratory and histological evidence that is required by Us.
<b>Endorsement</b>	A change to the Certificate. The Endorsement will be notified or issued by Us to You.
<b>Expiry Date</b>	The last date at which the Person Covered is eligible to Takaful Benefits according to the terms and conditions of the Certificate. The Expiry Date is provided in the Takaful Schedule.

<b>Family Package</b>	A Takaful package for a family. The Person Covered under the Family Package is indicated in the Takaful Schedule.
<b>Free Look Period</b>	This is the period of fifteen (15) days, from when the Certificate has been received by the Participant.
<b>Grace Period</b>	The additional period of time that is provided for Participant to pay the Contribution due. The Grace Period under this Certificate is thirty-one (31) days from the date the Contribution is due.
<b>Hospital</b>	<p>A registered institution under supervision of Physicians, established for the purpose of providing treatment and care of bed-paying sick or injury patients, and has facilities for:</p> <ol style="list-style-type: none"> <li>1) Twenty-four (24) hours nursing services by registered and graduate nurses; and</li> <li>2) Diagnostic and major surgery.</li> </ol> <p>A Hospital is expressly not:</p> <ol style="list-style-type: none"> <li>1) Primarily a clinic;</li> <li>2) A convalescent, nursing or rest home;</li> <li>3) A rehabilitation centre for alcoholics or drugs addicts; or</li> <li>4) A home for the elderly or infirmed.</li> </ol>
<b>In Force</b>	<p>A status of the Certificate reflecting eligibility of a Participant to Takaful Benefits according to the terms and conditions of the Certificate. A Certificate has the In Force status at a point in time, if at that point in time all of the following conditions are fulfilled:</p> <ol style="list-style-type: none"> <li>1) We have issued the Certificate to the Participant;</li> <li>2) The Person Covered is alive;</li> <li>3) The Contributions due on the Certificate have been received within the Grace Period by Us, according to the terms and conditions of the Certificate;</li> <li>4) The eligibility of the Participant to Takaful Benefits has not been terminated or voided, according to the terms and conditions of the Certificate; and</li> <li>5) The Expiry Date has not been reached.</li> </ol>
<b>Issue Date</b>	The date that the Certificate was issued by Us. The Issue Date is provided in the Takaful Schedule.
<b>Ju'alah</b>	<p>An Arabic word that means wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed.</p> <p>In relation to the Takaful contract, it refers to the basis of distribution of surplus from the PRF which is agreed between the Takaful Operator and Participants.</p>
<b>Lapse(d)</b>	A Certificate has a Lapse status when the Contributions due have not been received by Us within the Grace Period.
<b>Material Information</b>	<p>Any information (including reports), answers, and disclosures provided by the Participant or Person Covered, or a third party on behalf of the Participant or Person Covered, which is:</p> <ol style="list-style-type: none"> <li>1) In respect of the Person Covered or Participant; and</li> <li>2) Is provided prior to the Issue Date or the latest Endorsement date.</li> </ol>
<b>Nominee</b>	The person that You have nominated to receive the Takaful Benefit payable under the Certificate upon the death of the Person Covered. The nomination must be registered with Us.
<b>Ombudsman for Financial Services, or OFS</b>	An independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.
<b>Participant, You, or Your</b>	The entity or person named as the Participant in the Takaful Schedule. The Participant has full right to the Certificate.
<b>Participants' Risk Fund, or PRF</b>	The account where the Tabarru' portion of the Contribution is placed for the purpose of meeting Takaful Benefits which have been identified in the terms and conditions of the Certificate. The PRF is collectively owned by a pool of Takaful Participants.
<b>Person Covered</b>	The person named as the Person Covered in the Takaful Schedule as the life being covered. The Person Covered does not have any right to the Certificate, unless the Person Covered is also the Participant.



<b>Personal Data</b>	Shall have the same meaning ascribed to it as under section 4 of the Personal Data Protection Act 2010. Personal Data refers to the information, reports, answers, and disclosures provided by the Participant or the Person Covered, or a third party on behalf of the Participant or Person Covered, which is in respect of the Person Covered or Participant.  Personal Data does not include information, reports, answers, and disclosures which are in the public domain.
<b>Pre-existing Condition</b>	A Medical Condition about which the Person Covered is considered to have a reasonable knowledge, based on any of the following occurring before the Issue Date of the Certificate: <ol style="list-style-type: none"> <li>1) The Person Covered had received or is receiving any Medical Services for the Medical Condition;</li> <li>2) Medical advice, Diagnosis, care or treatment has been recommended;</li> <li>3) Clear and distinct symptoms are or were evident; or</li> <li>4) The Medical Condition would have been apparent to a reasonable person in such circumstances.</li> </ol>
<b>Principal Person Covered</b>	One of the person covered under a family package. The principal person covered is also the participant of all certificates under a family package. The Principal Person Covered of this Certificate, if any, is stated in the Takaful Schedule.
<b>Qard</b>	Qard, in the context of this Certificate, means an interest-free loan which is given by the Takaful Operator to the Participants' Risk Fund when it becomes insufficient to fulfil its Takaful obligation. The loan will be paid by the future surpluses from the Participants' Risk Fund.
<b>Sane</b>	A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person: <ol style="list-style-type: none"> <li>1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and</li> <li>2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.</li> </ol>
<b>Sum Covered</b>	The amount of Takaful coverage provided by the Certificate. The Sum Covered is provided in the Takaful Schedule and payable from PRF.
<b>Tabarru'</b>	Tabarru' is an Arabic word that means donation, gift or contributions. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the PRF.
<b>Takaful</b>	An Arabic word that means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.
<b>Takaful Benefit, or Benefit</b>	The collective name for the payments made according to the terms and conditions of the Takaful Benefit section of the Certificate.
<b>Wakalah</b>	Wakalah refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of this Certificate, this means You have appointed Us to invest and manage the Participants' Risk Fund on Your behalf. You have also authorized Us to delegate Our rights, duties and obligations to any third party as We deem fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.
<b>Wakalah Fee</b>	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificates and Participants' Risk Fund on the Participants' behalf.
<b>We (Our, Us, the Takaful Operator)</b>	Etiqa Family Takaful Berhad.

## GENERAL TERMS AND CONDITIONS

<b>Contract basis</b>	The Certificate, Takaful Schedule and Endorsement, if any, are evidence of the contract between the Participant and Us. The application made to Us, and such additional information disclosed to Us in connection with this Takaful coverage shall form part of this contract.
<b>Headings and tables</b>	Unless indicated otherwise, headings and tables within the Certificate are inserted for convenience only, and shall not affect the interpretation of the Certificate.

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

## GENERAL RIGHTS AND OBLIGATIONS

<b>Conditions precedent to rights</b>	The Participant and Person Covered due observance and fulfilment of the terms and conditions of the Certificate, shall be conditions precedent to the rights under the Certificate.
<b>Options to change the Sum Covered</b>	The Participant may reduce the Sum Covered by written notice to Us, subject to the terms and conditions of the Certificate.  Increase of Sum Covered is not allowed for this plan. Should the Participant wish to have a higher Sum Covered, a new plan should be applied, subject to terms and conditions of the Certificate.
<b>Right to terminate the Certificate</b>	The Participant has the right to terminate the Certificate, for any reason.  In the event of termination within fifteen days (15) of the Free Look Period. We will cancel this Certificate and refund the Contributions received by Us.  For request of cancellation of the Principal Person Covered's certificate within the Free Look Period, We shall terminate this Certificate and refund You the total Contributions received under the Family Package.  Notification must be received by Us during the Free Look Period. The Certificate will be deemed to be received by Us on the date it is personally delivered, the date of posting if sent to Us by registered post, or on the date of transmission if electronically transmitted.  In the event of termination after the Free Look Period, the Participant may only receive the PRF surplus, if any.  For request of cancellation of the Principal Person Covered's certificate after the Free Look Period, We shall terminate this Certificate under the Family Package.  In the event of unsuccessful Contribution payment to Us for the Certificate, We shall have the right to void the Certificate from the day the application was accepted.
<b>Right to terminate due to anti-money laundering and counter financing of terrorism</b>	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.
<b>Obligation to correct mistakes and errors</b>	We shall correct any mistake or error made in the Certificate as soon as We are aware of, or are informed of such mistake or error. Our correction will be made via an Endorsement to the Certificate, and will be valid from the Commencement Date of the Endorsement.
<b>Rights and obligations under the principles of Takaful</b>	The Takaful Benefits and Contributions are paid in accordance with Tabarru'. Takaful Benefits and Contributions are paid according to the terms and conditions of the Certificate.  We have the right to charge a Wakalah Fee as Takaful Operator, which will be deducted from each Contribution received by Us.  We have the obligation to invest the PRF according to the principles of Shariah.

<p><b>Data protection obligations and rights</b></p>	<p>We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the Participant or the Persons Covered, as the context may require, to:</p> <ol style="list-style-type: none"> <li>1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;</li> <li>2) Other entities within the Maybank Group;</li> <li>3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities;</li> <li>4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators);</li> <li>5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA);</li> <li>6) Our merchants and strategic partners;</li> <li>7) Any parties authorised by the Participant or a Person Covered (from time to time); or</li> <li>8) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.</li> </ol> <p>The Participant and Persons Covered will keep Us updated in respect of all such Personal Data as soon as is practicable.</p> <p>We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.</p> <p>We may from time to time request that the Participant and Persons Covered provide other Personal Data required for the purposes of the Certificate.</p> <p>Prior to providing Us with the Personal Data of any individual, the Participant or Persons Covered providing the Personal Data, must inform that individual of Our privacy notice.</p> <p>For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1-300-13-8888, or refer to Our website at <a href="http://www.etiqa.com.my">www.etiqa.com.my</a>.</p>
<p><b>Obligation to take reasonable care and not to misrepresent</b></p>	<p>It is the duty of the Participant or Person Covered to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures, when:</p> <ol style="list-style-type: none"> <li>1) Making an application,</li> <li>2) If varying the Certificate, and</li> <li>3) If required by Us to confirm answers or declarations previously provided.</li> </ol> <p>This duty shall continue until the Commencement Date of the Certificate, or the effective date of a subsequent variation.</p> <p>In the event that We identify misrepresentation within two (2) years of the later of the Commencement Date, the remedies of the Islamic Financial Services Act 2013 will apply.</p> <p>We can only challenge a Certificate for misrepresentation more than two (2) years from the later of the Commencement Date, if We are able to show that the Participant or the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to Our refusal to issue the Certificate, or would have led Us to impose terms and conditions less favourable than those imposed in the Certificate. In such an event the remedies of the Islamic Financial Services Act 2013 will apply.</p>
<p><b>Non-disclosure or misrepresentation of Material Information</b></p>	<p>In the event that We terminate this Certificate due to misrepresentation or non-disclosure of Material Information, the remedies of the Islamic Financial Service Act 2013 will apply.</p>
<p><b>Right to adjust terms for misstatement of age or sex</b></p>	<p>If the age or sex of the Person Covered has been misstated, resulting in a shortage of Contribution, the Sum Covered for that Person Covered will be reduced based on the amount that corresponds to the correct age and sex.</p> <p>If the misstatement of age or sex of the Person Covered resulted in an excess of Contribution, then We shall refund the excess to the Person Covered.</p> <p>The adjustment to Sum Covered or the refund will be based on Our Contribution rates in effect at the Commencement Date.</p> <p>In the event that the Person Covered is not eligible for the Takaful cover at the correct age and/or sex, the Certificate shall be void. We shall refund the total Contributions paid without any additional amount, less any PRF surplus and/or Benefits paid.</p>



<b>Right to waiver and non-waiver of rights</b>	A delay or failure by Us to exercise or enforce any rights under the Certificate, shall not be deemed as a waiver of any such rights, or termination of those rights. Waiver of any right by Us shall be valid when confirmed in writing provided such delay or failure to exercise or enforce is still within the statutory limitation period under any applicable laws.
<b>Right to nominate Takaful Benefit</b>	<p>Where the Participant is the Person Covered, the Participant of the Certificate may nominate a person to receive Takaful Benefits payable upon death of the Person Covered, either as an executor to distribute the Takaful Benefits to the Participant's estate according to any applicable laws, or as a beneficiary under the Conditional Hibah.</p> <p>The nomination must be registered with Us, and may be made:</p> <ol style="list-style-type: none"> <li>3) At the time of application; or</li> <li>4) By notifying Us in writing, at any time after the issuance of the Certificate.</li> </ol> <p>The Participant may specify the shares of Takaful Benefit to be paid to each executor or beneficiary. In the absence of such specified shares by the Participant, We shall pay the executor or beneficiary in equal shares.</p> <p>A nomination of a beneficiary under a Conditional Hibah shall, regardless of any written law, have the effect of transferring ownership, of the Takaful Benefits payable on death of the Participant to the beneficiary. Such Takaful Benefits so transferred shall not form part of the estate of the Participant, or be subject to his or her debt.</p> <p>Upon the payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>
<b>Right to revoke a nomination</b>	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> <li>4) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime;</li> <li>5) By a notice in writing from the Participant to Us; or</li> <li>6) By any subsequent nomination by the Participant to Us.</li> </ol> <p>Subject to the above, a Nomination shall not be revoked by a will or by any other act, event or means.</p> <p>Where there is more than one Nominee, and any particular Nominee who is nominated as a beneficiary under Conditional Hibah predeceases the Participant, We shall pay the share of the deceased Nominee, upon the death of the Participant to the estate of the deceased Participant, unless the Participant has made a subsequent nomination in place of the deceased Nominee.</p>

## TAKAFUL BENEFITS

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

<b>Takaful Benefit payable on Diagnosis of critical illness</b>	While this Certificate is In Force, when the Person Covered is diagnosed with any of the covered critical illnesses listed in the <b>Definition of Critical Illness</b> (except Early Stage Cancer, Angioplasty and Other Invasive Treatments For Coronary Artery Disease, Severe Mental Illness and Diabetes Mellitus Complications), a lump sum of the following is payable:
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	<ol style="list-style-type: none"> <li>1) Sum Covered; and</li> <li>2) Any PRF surplus for the Certificate.</li> </ol>
<b>Limited payment (for Early Stage Cancer, Angioplasty and Other Invasive Treatments For Coronary Artery Disease, Severe Mental Illness and Diabetes Mellitus Complications)</b>	<p>We shall pay ten percent (10%) of the Sum Covered of the Certificate, up to a maximum of Twenty-five Thousand Malaysian Ringgit (RM25,000), when the Person Covered, for the first time ever,</p> <ol style="list-style-type: none"> <li>1) Diagnosed with Early Stage Cancer;</li> <li>2) Undergo Angioplasty and Other Invasive Treatments For Coronary Artery Disease;</li> <li>3) Diagnosed with Severe Mental Illness; or</li> <li>4) Diagnosed with Diabetes Mellitus Complications.</li> </ol> <p>You are allowed to make one (1) claim only for each of the four (4) covered illnesses. Any payment under the limited payment section will reduce the Sum Covered of the Certificate.</p>
<b>Conditions for critical illness Benefit to be paid</b>	<p>We shall only pay the critical illness Benefit if:</p> <ol style="list-style-type: none"> <li>1) The Person Covered survives at least thirty (30) days after being diagnosed with a covered critical illness;</li> <li>2) The covered critical illness is diagnosed thirty (30) days after the Issue Date of the Certificate;</li> <li>3) the following critical illnesses are only covered sixty (60) days after the Issue Date of the Certificate: <ol style="list-style-type: none"> <li>a) Cancer;</li> <li>b) Coronary Heart Disease Requiring Surgery;</li> <li>c) Heart Attack; and</li> <li>d) Other Serious Coronary Artery Disease.</li> </ol> </li> <li>4) The Person Covered is diagnosed with the critical illness for the first time; and</li> <li>5) Diagnosis of event of the covered critical illness meets the <b>Definition of Critical Illness</b>.</li> </ol>
<b>Exclusions</b>	<p>The Certificate shall not cover critical illness occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> <li>1) Pre-existing Condition;</li> <li>2) Intentional self-inflicted Injury while Sane;</li> <li>3) Consumption of alcohol, non-prescribed or illegal drugs or narcotics; or</li> <li>4) Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection by the Human Immunodeficiency Virus (HIV) except those being covered.</li> </ol>
<b>Notification timeframe for critical illness claim</b>	<p>You must provide Us with written notice of a claim due to critical illness within thirty (30) days from the date of Diagnosis or surgery.</p> <p>Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.</p>
<b>Settlement terms for critical illness Benefit</b>	<p>Upon full payment of Sum Covered under the Certificate, We are discharged from any further liability in respect of this Certificate.</p>

## (II) CANCER CARE BENEFIT

<b>Benefit payable for cancer care</b>	<p>While this Certificate is In Force, when the Person Covered is diagnosed with Cancer listed in the <b>Definition of Critical Illness</b>, an additional fifty percent (50%) of the Sum Covered is payable, on top of the critical illness Benefit.</p>
<b>Conditions for cancer care Benefit to be paid</b>	<p>We shall only pay the cancer care Benefit if:</p> <ol style="list-style-type: none"> <li>1) The Person Covered survives at least thirty (30) days after being diagnosed with cancer;</li> <li>2) The cancer is diagnosed sixty (60) days after the Issue Date of the Certificate; and</li> <li>3) The Person Covered is diagnosed with cancer for the first time.</li> </ol>
<b>Exclusions</b>	<p>We shall not pay the cancer care Benefit if the cancer condition is caused direct or indirect by the following events or conditions:</p> <ol style="list-style-type: none"> <li>1) Pre-existing Condition;</li> <li>2) Intentional self-inflicted Injury while Sane;</li> <li>3) Consumption of alcohol, non-prescribed or illegal drugs or narcotics; or</li> </ol>

	4) Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection by the Human Immunodeficiency Virus (HIV) except those being covered.
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### (III) COMMUNICABLE DISEASE CASH ALLOWANCE

<b>Benefit payable for communicable disease cash allowance</b>	<p>While this Certificate is In Force, We shall pay Three Hundred Malaysian Ringgit (RM300) in one lump sum, if the Person Covered is diagnosed with any of the following communicable diseases and hospitalised within Malaysia for at least twenty-four (24) hours:</p> <ol style="list-style-type: none"> <li>1) COVID-19;</li> <li>2) Dengue; or</li> <li>3) Any communicable diseases that require quarantine by law.</li> </ol> <p>This benefit is claimable once per Certificate Year and up to two (2) times throughout the Certificate term, subject to Three Thousand Malaysian Ringgit (RM3,000) per Person Covered under all Etiqa Critical Care Takaful Plus certificates issued by Us.</p> <p>Upon full payment of this Benefit, We are discharged from any further liability in respect of this Benefit.</p>
<b>Communicable disease cash allowance exclusions</b>	<p>We shall not pay any communicable disease cash allowance if the condition of the communicable disease is caused directly or indirectly by, or coexist with any of the following events that:</p> <ol style="list-style-type: none"> <li>1) The symptoms of any of the communicable diseases are manifested prior to or within the first sixty (60) days of continuous cover from the Issue Date;</li> <li>2) The communicable diseases arise directly or indirectly from any Pre-existing Conditions;</li> <li>3) The history of drug, substance or alcohol abuse of the Person Covered;</li> <li>4) War (whether declared or not), revolution, attack by a foreign country, or invasion; or</li> <li>5) The presence of Acquired Immune Deficiency Syndrome (AIDS)/Human Immunodeficiency Virus (HIV) infection.</li> </ol>
<b>Notice of claim</b>	<p>You must provide Us with written notice of claim within thirty days (30) from the date of Diagnosis.</p> <p>Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.</p>

### (IV) SURPLUS DISTRIBUTION

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

## CONTRIBUTIONS, LAPSE AND TERMINATION PROVISIONS

<b>Contribution amount and due date</b>	<p>The Contribution amount, the Commencement Date, and the mode of Contribution are shown in the Takaful Schedule. The Person Covered must be alive when the first Contribution is paid.</p> <p>All Contributions are payable in advance and due on the Commencement Date and subsequently according to the mode of Contribution.</p> <p>Should there be any excess of Contribution, We may either:</p> <ol style="list-style-type: none"> <li>1) Refund to You once the said excess of Contribution is determined by Us; or</li> <li>2) Carry forward the excess payment to the following month(s) in such manner as We deem appropriate.</li> </ol> <p>Contribution rates are not guaranteed and We reserve the right to revise the Contribution rate by giving three (3) months prior notice. These terms are as agreed between the Participant and Us.</p>			
<b>Contribution payment and Grace Period</b>	<p>Contributions are paid yearly anniversary of the Commencement Date, as set out in the Takaful Schedule.</p> <p>If Contribution is not paid within the Grace Period, the Certificate shall Lapse thereafter. Upon lapsation of the Certificate, We shall be discharged from any further liability under the Certificate.</p>			
<b>Wakalah Fee deduction</b>	<p>A portion of Your paid Contribution will be deducted as the Wakalah Fee, per annum per Certificate. The balance of the Contribution will then be allocated to the PRF.</p> <table border="1" style="margin: 10px auto; border-collapse: collapse; text-align: center;"> <tr> <td style="padding: 5px;">Wakalah Fee</td> </tr> <tr> <td style="padding: 5px;">(Percentage of yearly Contribution amount)</td> </tr> <tr> <td style="padding: 5px;">25%</td> </tr> </table>	Wakalah Fee	(Percentage of yearly Contribution amount)	25%
Wakalah Fee				
(Percentage of yearly Contribution amount)				
25%				
<b>Termination</b>	<p>Under circumstances where no Benefit claim and/or the expiry of the Certificate has not been reached, this Certificate shall:</p> <ol style="list-style-type: none"> <li>1) remain In Force until the end of the prevailing Certificate Year in the event of termination of the Principal Person Covered's certificate due to full payment of his/her certificate's benefit; or</li> <li>2) terminate upon the expiry of the Principal Person Covered's certificate.</li> </ol> <p>Upon termination of the Certificate, We shall be discharged from any further liability under the Certificate.</p>			

## COMPLAINTS AND DISPUTE RESOLUTION

<b>How to complain to Us</b>	<p>If a Claimant or Participant are not satisfied with Our service under the Certificate, please write to Our postal address: Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No. 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03 – 2297 1919; or e-mail at <a href="mailto:complaint_cmu@etiqa.com.my">complaint_cmu@etiqa.com.my</a>. Our telephone number is 1-300-13-8888 (for overseas callers, the number is +603 – 2780 4500).</p>
<b>How to complain to the government regulator</b>	<p>If a Claimant or Participant is not satisfied with Our conduct, please write to BNM. Include details of the conduct, nature of their dispute, Our name, Certificate number, and any correspondence between a Claimant or Participant, and Us.</p> <p>The postal address for writing to BNM is: Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur; or by facsimile to 03–2174 1515; or e-mail at <a href="mailto:bnmlink@bnm.gov.my">bnmlink@bnm.gov.my</a>. The BNM telephone number is 1- 300-88-5465.</p>

<p><b>How to settle a dispute through mediation</b></p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:</p> <p>Email : <a href="mailto:enquiry@ofs.org.my">enquiry@ofs.org.my</a></p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.</p> <p>The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad to the dispute of the Claimant or Participant.</p> <p>For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad or visit the OFS website at <a href="http://www.ofs.org.my">www.ofs.org.my</a>.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.</p>
<p><b>How to settle a dispute through arbitration</b></p>	<p>If a Claimant or Participant disputes a decision We have made relating to the Certificate, and does not wish to mediate the dispute, nor accepts the OFS's decision following mediation, the Claimant or Participant may refer to arbitration. Request for referral must be made within twelve (12) months from notification of the decision.</p> <p>The Claimant or Participant and We shall mutually agree to appoint a single Arbitrator. If the Claimant or Participant and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then the Claimant or Participant and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment.</p> <p>The single Arbitrator (in the case where the Claimant or Participant and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where the Claimant or Participant and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on the Claimant or Participant and Us.</p>

## APPENDIX 1 – DEFINITION OF CRITICAL ILLNESS

<p>1.</p>	<p><b>Alzheimer's Disease/ Severe Dementia</b></p>	<p>Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The covered event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The Diagnosis must be clinically confirmed by a neurologist.</p> <p>From the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Non organic brain disorders such as neurosis;</li> <li>2) Psychiatric illnesses; and</li> <li>3) Drug or alcohol related brain damage.</li> </ol>
<p>2.</p>	<p><b>Angioplasty and Other Invasive Treatments for Coronary Artery Disease</b></p>	<p>The actual undergoing for the first (1<sup>st</sup>) time of Coronary Artery Balloon Angioplasty, atherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one (1) or more coronary arteries as shown by angiographic evidence.</p> <p>Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of Ringgit Malaysia Twenty-five Thousand (RM25,000). This covered event is payable once only</p>



		and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Lump Sum Payment which may be payable.
3.	<b>Bacterial Meningitis – Resulting in Permanent Inability to Perform Activities of Daily Living</b>	<p>Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.</p> <p>The Diagnosis must be confirmed by:</p> <ol style="list-style-type: none"> <li>1) An appropriate Specialist; and</li> <li>2) The presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.</li> </ol> <p>For the above definition, other forms of meningitis, including viral meningitis are not covered.</p>
4.	<b>Benign Brain Tumour – of Specified Severity</b>	<p>A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:</p> <ol style="list-style-type: none"> <li>1) It is life threatening;</li> <li>2) It has caused damage to the brain;</li> <li>3) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and</li> <li>4) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.</li> </ol> <p>The following are not covered:</p> <ol style="list-style-type: none"> <li>1) Cysts;</li> <li>2) Granulomas;</li> <li>3) Malformations in or of the arteries or veins of the brain;</li> <li>4) Hematomas;</li> <li>5) Tumours in the pituitary gland;</li> <li>6) Tumours in the spine; and</li> <li>7) Tumours of the acoustic nerve.</li> </ol>
5.	<b>Blindness – Permanent and Irreversible</b>	Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.
6.	<b>Brain Surgery</b>	<p>The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy (surgical opening of skull) is performed.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Burr hole procedures;</li> <li>2) Transphenoidal procedures;</li> <li>3) Endoscopic assisted procedures or any other minimally invasive procedures; and</li> <li>4) Brain surgery as a result of an accident.</li> </ol>
7.	<b>Cancer – of Specified Severity and Does Not Cover Very Early Cancers</b>	<p>Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) All cancers which are histologically classified as any of the following: <ol style="list-style-type: none"> <li>a) pre-malignant;</li> <li>b) non-invasive;</li> <li>c) carcinoma in situ;</li> <li>d) having borderline malignancy;</li> <li>e) having malignant potential;</li> </ol> </li> <li>2) All tumours of the prostate histologically classified as T1N0M0 (TNM classification);</li> <li>3) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification);</li> <li>4) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);</li> <li>5) Chronic Lymphocytic Leukemia less than Rai Stage 3;</li> <li>6) All cancers in the presence of HIV; and</li> <li>7) Any skin cancer other than malignant melanoma.</li> </ol>
8.	<b>Cardiomyopathy – of Specified Severity</b>	<p>A definite Diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association's classification of cardiac impairment. The Diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.</p> <p>The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:</p> <p>Class III - Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.</p> <p>Class IV - Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.</p> <p>Cardiomyopathy directly related to alcohol or drug abuse is not covered.</p>

9.	<b>Chronic Aplastic Anemia – Resulting in Permanent Bone Marrow Failure</b>	Irreversible permanent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments: 1) Regular blood product transfusion; 2) Marrow stimulating agents; 3) Immunosuppressive agents; or 4) Bone marrow transplantation. The Diagnosis must be confirmed by a bone marrow biopsy.
10.	<b>Coma – Resulting in Permanent Neurological Deficit with Persisting Clinical Symptoms</b>	A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present. The following is not covered: 1) Coma resulting directly from alcohol or drug abuse.
11.	<b>Coronary Artery By-pass Surgery</b>	Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by-pass grafting. For the above definition, the following are not covered: 1) Angioplasty; 2) Other intra-arterial or catheter based techniques; 3) Keyhole procedures; and 4) Laser procedures.
12.	<b>Deafness – Permanent and Irreversible</b>	Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) Specialist.
13.	<b>Diabetes Mellitus Complications</b>	<p><b>1) Surgery for Type 2 Diabetic Retinopathy</b> Severe proliferative diabetic retinopathy secondary to Type 2 Diabetes Mellitus which requires one (1) of the following treatments: a) Pan-retinal laser photocoagulation; or b) Vitrectomy; where the pan-retinal laser photocoagulation or vitrectomy has actually been performed. A detailed report by the attending eye Specialist must be submitted.</p> <p><b>2) Limb amputation due to Type 2 Diabetic Complications</b> The actual amputation of a limb (at or above ankle/wrist level) as a result of complications of Type 2 Diabetes Mellitus. A report by the attending surgeon must be submitted.</p> <p>Payment under this clause is limited to ten percent (10%) of the critical illness coverage under this Certificate subject to a maximum of Ringgit Malaysia Twenty-five Thousand (RM25,000). This covered event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Lump Sum Payment which may be payable.</p>
14.	<b>Early Stage Cancer</b>	<p><b>1) Carcinoma in situ (CIS)</b> Carcinoma in situ means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/ or active destruction of normal tissue beyond the basement membrane. The Diagnosis of the Carcinoma in situ must always be supported by a histopathological report. Furthermore, the Diagnosis of Carcinoma in situ must always be positively Diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. Clinical Diagnosis does not meet this standard. In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with cervical biopsy. Clinical Diagnosis or Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (severe dysplasia without Carcinoma in situ) does not meet the required definition and are specifically excluded. Non-melanoma CIS is also specifically excluded. This coverage is available to the first occurrence of CIS only.</p> <p><b>2) Early Bladder Cancer</b> Papillary microcarcinoma of Bladder supported by histopathology report.</p> <p><b>3) Early Chronic Lymphocytic Leukaemia</b></p>

		<p>Chronic Lymphocytic Leukaemia (CLL) RAI Stage 1 or 2. CLL RAI stage 0 or lower is excluded.</p> <p><b>4) Early Prostate Cancer</b></p> <p>Prostate Cancer that is histologically described using the TNM Classification as T1a or T1b or T1c or Prostate cancers described using another equivalent classification.</p> <p><b>5) Early Thyroid Cancer</b></p> <p>Thyroid Cancer that is histologically described using the TNM Classification as T1N0M0.</p> <p>Payment under this clause is limited to ten percent (10%) of the critical illness coverage under this Certificate subject to a maximum of Ringgit Malaysia Twenty-five Thousand (RM25,000). This covered event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Lump Sum Payment which may be payable.</p>
15.	<b>Encephalitis – Resulting in Permanent Inability to Perform Activities of Daily Living</b>	<p>Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The covered event must be certified by a neurologist.</p> <p>Encephalitis in the presence of HIV infection is not covered.</p>
16.	<b>End-stage Liver Failure</b>	<p>End-stage liver failure as evidenced by all of the following:</p> <ol style="list-style-type: none"> <li>1) Permanent jaundice;</li> <li>2) Ascites (excessive fluid in peritoneal cavity); and</li> <li>3) Hepatic encephalopathy.</li> </ol> <p>Liver failure secondary to alcohol or drug abuse is not covered.</p>
17.	<b>End-stage Lung Disease</b>	<p>End-stage lung disease causing chronic respiratory failure.</p> <p>All of the following criteria must be met:</p> <ol style="list-style-type: none"> <li>1) The need for regular oxygen treatment on a permanent basis;</li> <li>2) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) litre during the first (1st) second;</li> <li>3) Shortness of breath at rest; and</li> <li>4) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.</li> </ol>
18.	<b>Full-blown AIDS</b>	<p>The clinical manifestation of AIDS (Acquired Immunodeficiency Syndrome) must be supported by the results of a positive HIV (Human Immunodeficiency Virus) antibody test and a confirmatory test. In addition, the Person Covered must have a CD4 cell count of less than two hundred (200) / <math>\mu</math>L and one or more of the following criteria are met:</p> <ol style="list-style-type: none"> <li>1) Weight loss of more than 10% of body weight over a period of six (6) months or less (wasting syndrome);</li> <li>2) Kaposi Sarcoma;</li> <li>3) Pneumocystis Carinii Pneumonia;</li> <li>4) Progressive multifocal leukoencephalopathy;</li> <li>5) Active Tuberculosis;</li> <li>6) Less than one-thousand (1000) Lymphocytes / <math>\mu</math>L; or</li> <li>7) Malignant Lymphoma.</li> </ol>
19.	<b>Fulminant Viral Hepatitis</b>	<p>A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:</p> <ol style="list-style-type: none"> <li>1) A rapidly decreasing liver size as confirmed by abdominal ultrasound;</li> <li>2) Necrosis involving entire lobules, leaving only a collapsed reticular framework;</li> <li>3) Rapidly deteriorating liver functions tests; and</li> <li>4) Deepening jaundice.</li> </ol> <p>Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.</p>

20.	<b>Heart Attack – of Specified Severity</b>	<p>Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:</p> <ol style="list-style-type: none"> <li>1) A history of typical chest pain;</li> <li>2) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and</li> <li>3) Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher: <ul style="list-style-type: none"> <li>- Cardiac Troponin T or Cardiac Troponin I &gt; / = 0.5 ng/ml.</li> </ul> </li> </ol> <p>The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Occurrence of an acute coronary syndrome including but not limited to unstable angina; and</li> <li>2) A rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.</li> </ol>
21.	<b>Heart Valve Surgery</b>	<p>The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Repair via intra-arterial procedure; and</li> <li>2) Repair via key-hole surgery or any other similar techniques.</li> </ol>
22.	<b>HIV Infection due to Blood Transfusion</b>	<p>Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:</p> <ol style="list-style-type: none"> <li>1) The blood transfusion was medically necessary or given as part of a medical treatment;</li> <li>2) The blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate;</li> <li>3) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;</li> <li>4) The Person Covered does not suffer from haemophilia; and</li> <li>5) The Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.</li> </ol>
23.	<b>Kidney Failure – Requiring Dialysis or Kidney Transplant</b>	<p>End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.</p>
24.	<b>Loss of Independent Existence</b>	<p>Confirmation by an appropriate Specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum assessment period of six (6) months applies.</p>
25.	<b>Loss of Speech</b>	<p>Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat Specialist.</p> <p>All psychiatric related causes are not covered.</p>
26.	<b>Major Head Trauma – Resulting in Permanent Inability to Perform Activities of Daily Living</b>	<p>Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.</p>
27.	<b>Major Organ/ Bone Marrow Transplant</b>	<p>The receipt of a transplant of:</p> <ol style="list-style-type: none"> <li>1) Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or</li> <li>2) One (1) of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.</li> </ol> <p>Other stem cell transplants are not covered.</p>
28.	<b>Medullary Cystic Disease</b>	<p>A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.</p>

29.	<b>Motor Neuron Disease – Permanent Neurological Deficit with Persisting Clinical Symptoms</b>	A definite Diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.
30.	<b>Multiple Sclerosis</b>	A definite Diagnosis of multiple sclerosis by a neurologist. The Diagnosis must be supported by all of the following: 1) Investigations which confirm the Diagnosis to be Multiple Sclerosis; 2) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and 3) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.
31.	<b>Muscular Dystrophy</b>	The definite Diagnosis of a Muscular Dystrophy by a Neurologist which must be supported by all of the following: 1) Clinical presentation of progressive muscle weakness; 2) No central / peripheral nerve involvement as evidenced by absence of sensory disturbance; and 3) Characteristic electromyogram and muscle biopsy findings. No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.
32.	<b>Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection</b>	Infection with the Human Immunodeficiency Virus (only if the Person Covered is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to the Company within thirty (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident. “Medical Staff” is defined as doctors (General Physicians and Specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in a medical centre or hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.
33.	<b>Paralysis of Limbs</b>	Total, permanent and irreversible loss of use of both arms or both legs, or of one (1) arm and one (1) leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.
34.	<b>Parkinson's Disease – Resulting in Permanent Inability to Perform Activities of Daily Living</b>	A definite Diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met: 1) Cannot be controlled with medication; 2) Shows signs of progressive impairment; and 3) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living. Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.
35.	<b>Primary Pulmonary Arterial Hypertension – of Specified Severity</b>	A definite Diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment. Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit. The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following: Class III - Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms. Class IV - Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
36.	<b>Serious Coronary Artery Disease</b>	The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non-invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.



37.	<b>Severe Mental Illness</b>	<p>A definite Diagnosis by a consultant psychiatrist of any of the following:</p> <ol style="list-style-type: none"> <li>1) Bipolar Affective Disorder;</li> <li>2) Major Depressive Disorder;</li> <li>3) Schizophrenia; or</li> <li>4) Schizoaffective Disorder.</li> </ol> <p>which has resulted in Person Covered being admitted to Hospital under the care of a consultant psychiatrist for at least twelve (12) consecutive nights and all of the following criteria have been fulfilled for a minimum period of six (6) months from Hospital discharge:</p> <ol style="list-style-type: none"> <li>1) Person Covered has been on continuous psychiatric drug treatment to control symptoms;</li> <li>2) Person Covered has been on regular monthly follow up with a consultant psychiatrist; and</li> <li>3) Despite drug treatment Person Covered has persistent chronic severe symptoms resulting in significant reduction in mental and social functioning requiring continuous supervision by a caregiver.</li> </ol> <p>Payment under this clause is limited to ten percent (10%) of the critical illness coverage under this Certificate subject to a maximum of Ringgit Malaysia Twenty-five Thousand (RM25,000). This covered event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Lump Sum Payment which may be payable.</p>
38.	<b>Stroke – Resulting in Permanent Neurological Deficit with Persisting Clinical Symptoms</b>	<p>Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The Diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Transient ischemic attacks;</li> <li>2) Cerebral symptoms due to migraine;</li> <li>3) Traumatic injury to brain tissue or blood vessels; and</li> <li>4) Vascular disease affecting the eye or optic nerve or vestibular functions.</li> </ol>
39.	<b>Surgery to Aorta</b>	<p>The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.</p> <p>For the above definition, the following are not covered:</p> <ol style="list-style-type: none"> <li>1) Angioplasty;</li> <li>2) Other intra-arterial or catheter based techniques;</li> <li>3) Other keyhole procedures; and</li> <li>4) Laser procedures.</li> </ol>
40.	<b>Systemic Lupus Erythematosus with Severe Kidney Complications</b>	<p>A definite Diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.</p> <p>For this definition, the covered event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only hematological or joint involvement are not covered.</p> <p>WHO Lupus Classification:</p> <p>Type III - Focal Segmental glomerulonephritis  Type IV - Diffuse glomerulonephritis  Type V - Membranous glomerulonephritis</p>
41.	<b>Terminal Illness</b>	<p>The conclusive Diagnosis of a condition that is expected to result in death of the Person Covered within twelve (12) months. The Person Covered must no longer be receiving active treatment other than that for pain relief. The Diagnosis must be supported by written confirmation from an appropriate Specialist and confirmed by the Company's appointed doctor, and filing of the claim must be during the survival period of the Person Covered.</p>
42.	<b>Third Degree Burns – of Specified Severity</b>	<p>Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.</p>

## PREAMBLE

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

## APPENDIX 2 – DEFINITION OF COMMUNICABLE DISEASE

<b>COVID-19</b>	<p>In the presence of active respiratory symptoms and definitive Diagnosis of SARS-CoV-2 as confirmed by the following validated test in a reference laboratory and certified by a Specialist and requiring hospitalisation or quarantine at any quarantine center appointed by the Ministry of Health (MOH) of Malaysia, for at least twenty-four (24) hours.</p> <p>A positive detection of SARS-CoV-2 RNA via reverse transcriptase polymerase chain reaction (RT-PCR) assay validated by the CDC, with confirmation in a reference laboratory.</p>
<b>Dengue</b>	<p>Acute onset of high grade fever or associated with two or more of the following: headache, retro-orbital pain, myalgia, arthralgia, rash and mild hemorrhagic manifestation (epistaxis, gums bleeding and petechial).</p> <p>Diagnosis by attending doctor and/or standard dengue laboratory test results required for confirmation.</p>
<b>Any communicable diseases that require quarantine by law</b>	<p>Diseases that are caused by microorganisms such as bacteria, viruses, parasites and fungi that can be spread, directly or indirectly, from one person to another, transmitted through bites from insects or animals, or caused by ingesting contaminated food or water.</p> <p>Diagnosis of the disease must be confirmed by a validated test in a reference laboratory and certified by a Specialist and requires the Person Covered to undergo a compulsory quarantine by the law of Malaysia. The Person Covered is required to be hospitalised within Malaysia, or undergo quarantine at any quarantine centre appointed by the Ministry of Health (MOH) of Malaysia, for at least twenty-four (24) hours.</p>