

ETIQA FAMILY TAKAFUL CERTIFICATE

i-Secure

This Certificate is the Entire Contract between You and Us	<p>This Certificate forms the entire contract between You and Us, and consists of:</p> <ol style="list-style-type: none">1) The Certificate;2) The Application Form;3) The Certificate Information Statement;4) The Takaful Schedule; and5) Any Endorsements We may issue on this Certificate. <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 term plan meets Your requirements.</p>
---	---

CERTIFICATE INFORMATION STATEMENT

Payment of Contributions due	<p>Each Participant has the obligation to pay the Contributions to Us. The first Contribution is due at the Commencement Date. Any subsequent Contribution is due on the monthly or annual anniversary of the Commencement Date, according to the Contribution Mode.</p> <p>The Contribution is based on Your attained age (age next birthday) at the Commencement Date. The Contribution will increase on the first day of the next Certificate Year, in accordance to Your attained age.</p> <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>
Settlement terms for Contributions	<p>Settlement of the Contributions shall be by payment from the Participant to Us.</p> <p>Payment by the Participant must be by auto debit on a credit card to Us. We accept Visa and MasterCard. We reserve the right to differ Our current practice when deemed necessary.</p> <p>Payment of a Contribution must be received within the Grace Period from the date that the Contribution is due.</p> <p>If a Contribution due is not received within the Grace Period, We are discharge from any further liability under this Certificate from the date Contributions are due.</p>
Right to terminate the Certificate	<p>The Participants has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within the Free Look Period of fifteen (15) days, the Participant has the right to a refund. The refund will be the Contributions received by Us in respect of the Person Covered. Notification must be received 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 will only receive the accumulated surplus, if any.</p>

<p>Right to nominate or assign Takaful Benefits</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"> 1) At the time of application; or 2) By notifying Us in writing, at any time after the issuance of the Certificate. <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>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>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 payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>
<p>Right to revoke a nomination</p>	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 1) Upon the death of all nominated Executor or Beneficiary during the Participant's lifetime; 2) By a notice in writing from the Participant to Us; or 3) By any subsequent nomination by the Participant to Us. <p>A nomination shall not be revoked by a will or by any other act, event or means.</p>
<p>Right to revoke an assignment</p>	<p>An assignment shall be revoked by a notice in writing from the Assignee to Us, in which the Certificate is assigned back to the Participant.</p>
<p>Marketing Illustration</p>	<p>Any Marketing Illustration that You have received is strictly for Your reference only to understand the main terms and conditions of the Certificate, and the guaranteed benefits identified in the Marketing Illustration.</p> <p>The Marketing Illustration is not intended to be a legally binding contract between You and Us.</p>
<p>Our Head Office Address</p>	<p>Our Head Office address is:</p> <p>Etiqa Family Takaful Berhad</p> <p>Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur.</p> <p>Telephone Number: 03-2297 3888 Facsimile Number: 03-2297 3800 Email: info@etiqa.com.my</p>
<p>The claim process and how to make a claim</p>	<p>The Claimant must notify Us of a claim for any Takaful Benefit by writing to Our contact address, within the notification timeframe, by including proof of age such as a copy of their identify card or passport, and other required claim documentation. The claim notification period is specific to the type of Takaful Benefit according to the terms and conditions in 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 the Claimant require any assistance with making a claim, they should call 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 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>

How to contact Us	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 info@etiqa.com.my , or by calling 03-2297 3888, or Etiqa Oneline at 1-300-13-8888.
What to do if You change Your address	Please contact Us immediately should You or Your Executor/Beneficiary change address. This will ensure that We can communicate with You and the Executor/Beneficiary in a timely manner.
How to complain to Us	If a Claimant or Participant are not satisfied with Our service under the Certificate, they may write and send to: postal address "Complaint Management Unit, Etiqa Family Takaful Berhad, Level 6, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur"; facsimile number 03 – 2297 1919; or e-mail address complaint_cmu@etiqa.com.my . Our telephone number is 1-300-13-8888 (for overseas callers the number is +603 – 2780 4500).
How to complain to the government regulator	If any party is not satisfied with Our conduct, they may write to the BNM, including details of the conduct, nature of their dispute, Our name, their Certificate number, and any correspondence between them and Us. Written correspondence may be sent to: postal address "Director, Jabatan LINK dan Pejabat Wilayah, Bank Negara Malaysia, P.O. Box 10922, 50929 Kuala Lumpur"; or facsimile number 03 – 2174 1515; or e-mail address bnmlink@bnm.gov.my . The BNM telephone number is 1-300-88-5465.
How to settle a dispute through mediation	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 : enquiry@ofs.org.my 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 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 Family Takaful Berhad should they be dissatisfied with the outcome by the OFS.
How to settle a dispute through arbitration	If a Claimant or Participant dispute a decision We have made relating to the Certificate, and they do not wish to mediate the dispute, or they do not accept OFS's decision or award, they may refer to arbitration. Request for referral must be made within twelve (12) months of the dispute. 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.

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
Accident	A sudden, violent, unforeseen or unplanned event that results in bodily injury that is external and visible in nature.
Aggregate Sums Covered	The sum, on all certificates issued by Us, of the benefits payable due to similar events or conditions, affecting the Person Covered.
Assignee	An Assignee is a person to whom the Participant has transferred their rights under the Certificate as the Participant.
Arbitrator	An independent party, appointed to settle a dispute between a Claimant and Us, as an alternative to the courts. The Arbitrator is not BNM or OFS.
Bank Negara Malaysia, or BNM	The government body in Malaysia responsible for primary regulation of Takaful Operators. BNM's Customer Services Bureau provides an avenue for a party to file complaints against any misconduct or unfair market practice by Us.
Beneficiary	A Beneficiary is a person that the Participant has nominated to receive the Takaful Benefits payable under the Certificate under a Conditional Hibah upon the death of the Participant.
Certificate	This document, and all subsequent Endorsements which are identified as relating to this document.
Certificate Anniversary	The anniversary of the Commencement Date.
Certificate Year	Any one (1) year period that starts on the Commencement Date, or a subsequent Certificate Anniversary.
Claimant	The Participant, the Person Covered, the Assignee, the Beneficiary or the Executor of the Participants estate, who are entitled to claim Takaful Benefits, according to the terms and conditions of the Certificate.
Commencement Date	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.
Conditional Hibah	Hibah is a transfer of ownership of an asset from one party to another during the lifetime or existence of the former 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 Participant while the Certificate remains In Force. Such Takaful Benefits so transferred shall not form part of the estate of the Participant or be subject to his or her debts. Such Hibah is conditional as the Participant may revoke it at any time during his or her lifetime.
Contribution	The amount of money due by the Participant to Us, at a point in time, according to the terms and conditions of the Certificate.
Contribution Mode	This is the number of payments of Contributions in a year. The Contribution Mode can be monthly (that is twelve (12) payments are made per annum) or annual (that is one (1) payment per annum). The Mode is provided in the Takaful Schedule.
Cover Period	The period between Commencement Date and Expiry Date. The Cover Period is provided in the Takaful Schedule.
Endorsement	A change to the Certificate. The Endorsement will be notified and issued by Us to You.
Executor	An Executor is a person that the Participant has appointed to administer the Takaful Benefits payable under the Certificate upon the death of the Participant.
Expiry Date	The latest date at which the Participant is no longer eligible to Takaful Benefits according to the terms and conditions of the Certificate. The Expiry Date is provided in the Takaful Schedule.

Ombudsman for Financial Services, or OFS	An independent body set up to help settle disputes between a Claimant and Us, as an alternative to the courts.
Financial Year	The twelve (12) month period as determined by Us. The period corresponds to the reporting period for Our annual audited financial statements.
Free Look Period	This is the period of fifteen (15) days, from when the Certificate was received by the Participant.
Grace Period	The Grace Period under the Certificate is thirty-one (31) days. The Grace Period is applied to each Contribution due. The Grace Period commences at the date the Contribution is due.
In Force	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: <ol style="list-style-type: none"> 1) We have issued the Certificate to the Participant; 2) The Person Covered is alive; 3) The Contributions due on the Certificate prior to that point in time have been received within the Grace Period by Us; 4) Reinstatement of the Certificate by Us according to the terms and conditions of the Certificate; 5) The eligibility of the Participant to Takaful Benefits has not been terminated or voided, according to the terms and conditions of the Certificate; and 6) The Expiry Date has not been reached.
Issue Date	The date that the Certificate was issued by Us. The Issue Date is provided in the Takaful Schedule.
Ju'alah	An Arabic word that means wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to the Takaful contract, it refers to the basis of distribution of surplus from the PRF which is agreed between the Takaful Operator and Participants.
Lapse(d)	A Certificate has a Lapse status at a point in time, if at that point in time Contributions due have not been received by Us within the Grace Period.
Material Information	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: <ol style="list-style-type: none"> 1) In respect of the Person Covered or Participant; and 2) Is provided prior to the Issue Date or the latest Endorsement date.
Mudarabah	An Arabic word that means a contract between a capital provider (<i>rabbul mal</i>) and an entrepreneur (<i>mudarib</i>), under which the <i>rabbul mal</i> provides capital to be managed by the <i>mudarib</i> . Profit generated from the capital is shared between the <i>rabbul mal</i> and the <i>mudarib</i> according to a mutually agreed profit sharing ratio. Losses are borne by the <i>rabbul mal</i> provided that such losses are not due to the <i>mudarib</i> 's misconduct, negligence or breach of specified terms. In relation to the Takaful contract, Takaful Operator acts as the <i>mudarib</i> while the Participants are the <i>rabbul mal</i> in the sharing of investment profit from the segregated fund.
Participant, You, or Your	The entity or person identified as the Participant in the Takaful Schedule.
Participants' Risk Fund, or PRF	A segregated fund into which the Contributions received, less Wakalah Fee, are paid, for the purpose of meeting Takaful Benefits which have been identified in the terms and conditions of the Certificate as being paid from the PRF.
Person Covered	The Person Covered who is identified as the Person Covered in the Takaful Schedule.
Personal Data	Shall have the same meaning ascribed to it as under section 4 of the Personal Data Protection Act 2010. Personal Data refers to the personal data furnished by the Person Covered, the Participant, or an authorised third party related to the Certificate. Personal Data does not include information on an individual which is in the public domain.
Qard	An Arabic word that means a benevolent loan or interest-free loan.

Reinstatement	The act of reactivating the Certificate from a Lapsed status back to In Force, according to the terms and conditions of the Certificate.
Sane	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"> 1) Has been certified as insane by a psychiatrist, where the psychiatrist is licensed and recognised as a psychiatrist in Malaysia; and 2) Is undergoing regular treatment by the psychiatrist for the cause, condition or outcome directly related to insanity.
Sum Covered	The Sum Covered is used to determine the amount of Takaful Benefit payable. The Sum Covered is provided in the Takaful Schedule.
Tabarru'	An Arabic word that means a donation or gift for the purpose of mutual help and joint guarantee.
Takaful	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.
Takaful Benefit, or Benefit	The collective name for the payments made according to the terms and conditions of the Takaful Benefit section of the Certificate.
Takaful Operator, We, Our, or Us	This is Etiqa Family Takaful Berhad.
Underwriting Surplus	The experience arising within the PRF over a Financial Year. The profits or losses on the investment of the PRF will be included in the determination of Underwriting Surplus.
Wakalah	Wakalah refers to a contract where a party as principal authorizes another party as his agent to perform particular task on matters that may be delegated, with or without imposition of a fee. In the context of this Certificate, this means that participants have appointed Takaful Operator to invest and manage both the Participant's Investment Fund (PIF) and the Participants' Risk Fund (PRF) on behalf of participants. Participants have also authorized Takaful Operator to delegate Takaful Operator's rights, duties and obligations to any third party as Takaful operator deem fit. In the event of such delegation, Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards participants.
Wakalah Fee	The portion of the Contributions that is used to cover Our expenses of distributing and managing the Certificate and Takaful fund on the Participants' behalf.

TOTAL AND PERMANENT DISABILITY (TPD) DEFINITIONS

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

Common Phrase, Word or Abbreviation	Definition
Activities of Daily Living	The six (6) Activities of Daily Living are: <ol style="list-style-type: none"> 1) Bathing or washing; 2) Continence, that is, to exercise voluntary control over bowel and bladder functions necessary to maintain personal hygiene; 3) Dressing, that is, to put on or take off necessary items of clothing; 4) Eating, that is, to feed once food has been prepared; 5) Mobility, that is, the ability to move from room to room; and 6) Transfer, that is, the ability to get in and out of a chair. <p>Ability in Activities of Daily Living must be without physical assistance from another person, or mechanical equipment, devices, other aids or adaptations.</p>
Presumptive TPD	This is defined as the: <ol style="list-style-type: none"> 1) Loss of sight in both eyes; 2) Loss of two limbs; or 3) Loss of sight in one eye and loss of one limb. <p>Loss of a limb is amputation between wrist and shoulder for an arm, and between ankle and hip for a leg. Loss of sight must be total and irrecoverable.</p>

Total and Permanent Disability, or TPD	<p>TPD means the permanent, complete and continuous Unemployment of the Person Covered due to injury or sickness, for the remainder of their lifetime.</p> <p>If the Person Covered does not engage in any gainful occupation at the TPD Date, then the Person Covered will only be deemed as TPD if the Person Covered is permanently unable to perform at least three (3) of the Activities of Daily Living.</p> <p>TPD must be beyond the hope of recovery based on current medical knowledge and technology.</p> <p>In order for Us to determine TPD, it is mandatory that the disability must be uninterrupted for at least six (6) months from the TPD Date, except in cases of Presumptive TPD for which We will immediately recognise TPD.</p>
TPD Date	<p>TPD Date is the date at the beginning of the six (6) month period, when the Person Covered become TPD for an uninterrupted period of six (6) months, with no hope of recovery based on current medical knowledge and technology. Except for Presumptive TPD, where TPD date is the date TPD is recognised.</p>
Unemployment	<p>Unemployment means the inability to perform or engage in any gainful work, for the remainder of Person Covered's lifetime.</p>

GENERAL TERMS & CONDITIONS

Contract basis	<p>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 shall form part of this contract.</p>
Headings	<p>Unless indicated otherwise, headings and tables within the Certificate are inserted for convenience only, and shall not affect the interpretation of the Certificate.</p>
How to contact Us	<p>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 info@etiqa.com.my, or by calling 03-2297 3888, or Etiqa Online at 1-300-13-8888.</p>
Currency for all payments	<p>All payments under the Certificate shall be made in the legal currency of Malaysia.</p>
Applicable law	<p>The Certificate shall be interpreted and governed by the legislation of Malaysia.</p>
Changes in Taxation, Regulations and Legislation	<p>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.</p>
Sanction limitation and exclusion clause	<p>This Certificate shall not provide cover and We shall not be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim, or provision of such Benefit would expose Us to any sanction, prohibition or restriction under the United Nations resolutions, or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United 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.</p>

GENERAL RIGHTS & OBLIGATIONS

Conditions precedent to rights	The Participant and Persons Covered due observance and fulfilment of the terms and conditions of the Certificate, shall be conditions precedent to the rights under the Certificate.
Right to terminate the Certificate	<p>The Participant has the right to terminate the Certificate, for any reason.</p> <p>In the event of termination within the Free Look Period of fifteen days (15), the Participant has the right to a refund. The refund will be the Contributions received by Us in respect of the Person Covered. Notification must be received 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 will only receive the accumulated surplus, if any.</p>
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.
Right to reinstate a Certificate terminated due to Lapse	<p>We have the right to reinstate a Participant's eligibility to Takaful benefits, where eligibility was terminated at the end of the Grace Period due to Lapse according to the terms and conditions of the Certificate.</p> <p>Reinstatement is at Our sole discretion and provided that all of the following conditions are fulfilled, at the effective date of Reinstatement:</p> <ol style="list-style-type: none"> 1) The Person Covered is alive; 2) All Contribution due since Commencement Date are received by Us 3) We have received, to Our satisfaction, evidence of health of the Person Covered, and other information required by Us; 4) The Expiry Date has not been reached; 5) Reinstatement is less than one (1) year from the effective date of Lapse; and 6) No Takaful Benefits have been paid, or claims notified according to the terms and conditions under the Certificate.
Obligation to correct mistakes and errors	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.
Rights and obligations under the principles of Takaful	<p>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.</p> <p>We have the right to charge a Wakalah Fee as Takaful Operator, which will be deducted from each Contribution received by Us.</p> <p>We have the obligation to invest the PRF according to the principles of Shariah.</p>

<p>Data protection obligations and rights</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"> 1) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd; 2) Other entities within the Maybank Group; 3) Our authorised agents and service providers with whom We have contractual agreements to provide functions, services and activities; 4) Other insurance companies or Takaful operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful operators); 5) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA); 6) Our merchants and strategic partners; 7) Any parties authorised by the Participant or a Person Covered (from time to time); or 8) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities. <p>The 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 www.etiqa.com.my.</p>
<p>Obligation to take reasonable care and not to misrepresent</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"> 1) Making an application, 2) If reinstating according to the terms and conditions of the Certificate, 3) If varying the Certificate, and 4) If required by Us to confirm answers or declarations previously provided. <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 or the latest Reinstatement date of the Certificate, 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, or the latest Reinstatement date of the Certificate, 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>Right to adjust terms for misstatement of age or sex</p>	<p>If the age or sex of the Person Covered has been misstated, resulting in a shortage of the 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 the Contribution on that Certificate, then We shall refund the excess to the Participant.</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>Right to waiver and non-waiver of rights</p>	<p>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.</p>

No rights of third parties	Nothing in the Certificate is intended to grant any right to any third party to enforce any term of the Certificate, or to confer any third party any benefits under the Certificate.
Right to nominate or assign Takaful Benefits	<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"> 3) At the time of application; or 4) By notifying Us in writing, at any time after the issuance of the Certificate. <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>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>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 payment of Takaful Benefit, We shall be discharged from any further liability under the Certificate.</p>
Obligations of nominated Executors	<p>In the case of nomination of an Executor, the share of the Executor will be set out in the Nomination of Executor Form.</p> <p>For Muslim Participants, the Executor has to distribute the Takaful Benefits as specified under the Islamic Financial Services Act 2013, Islamic Law and any other applicable laws relating to the distribution of the estate of the deceased Participant.</p> <p>For Non-Muslim Participants, the Executor has to distribute the Takaful Benefits according to the will of the deceased Participant, and any other applicable laws relating to the distribution of the estate of the deceased Participant.</p> <p>If at the time of claim, an Executor has predeceased the Participant, the percentage of the deceased Executor will be distributed equally among any surviving Executors, who will then act as Executors to distribute the proceeds.</p>
Right to revoke a nomination	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 4) Upon the death of all nominated Executor or Beneficiary during the Participant's lifetime; 5) By a notice in writing from the Participant to Us; or 6) By any subsequent nomination by the Participant to Us. <p>A nomination shall not be revoked by a will or by any other act, event or means.</p>
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the Assignee to Us, in which the Certificate is assigned back to the Participant.

TAKAFUL BENEFITS

<p>The claim process and how to make a claim</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 period is specific to the type of Takaful Benefit according to the terms and conditions in 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 the Claimant require any assistance with making a claim, they should call 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 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>
---	--

(I) DEATH BENEFIT

<p>Benefit payable on death</p>	<p>On death of the Person Covered, the death benefit under the Certificate is:</p> <ol style="list-style-type: none"> 1) The Sum Covered; and 2) Any accumulated surplus for that Person Covered, <p>subject to the restrictions and adjustments applicable to the death benefit.</p>
<p>Restrictions and adjustments to the death benefit</p>	<p>The restrictions applicable to the death benefit are as follows:</p> <ol style="list-style-type: none"> 1) Death must have occurred whilst the Certificate of the Person Covered is In Force; 2) On death in the first Certificate Year from a non-Accidental event, total Contribution paid will be refunded; 3) On death directly or indirectly due to suicide whilst Sane, within one (1) year from the Issue Date or the latest Reinstatement date, whichever is later, the death benefit is the total Contribution paid; and 4) On death directly or indirectly due to suicide whilst Sane, after one (1) year from the Issue Date or the latest Reinstatement date, whichever is later, the death benefit is the full amount of the Sum Covered. <p>The death benefit, after allowing for any restrictions applicable to the death benefit, is reduced by:</p> <ol style="list-style-type: none"> 1) Any prior payments of TPD benefits in respect of the Person Covered under the Certificate; and 2) Any indebtedness or Contributions due prior to the effective date of death which have not been received by Us.
<p>Notification timeframe for death claims</p>	<p>We must be notified of a death claim by the Claimant within thirty (30) days from the date of death.</p> <p>Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.</p>
<p>Documents supporting a death claim</p>	<p>A claim form will be provided to the Claimant when they notify Us of a claim for the death benefit. The Claimant must complete the claim form, and provide proof of age of the Person Covered such as copy of their identity card or passport, the death certificate, and any additional documentation, within thirty (30) days of notification.</p>

Settlement terms for death benefit	<p>If the Person Covered is not the Participant, then the death benefit is paid as a single amount to the Participant.</p> <p>If the Person Covered is the Participant, then the death benefit is paid:</p> <ol style="list-style-type: none"> 1) According to the shares specified to the Executor or Beneficiary, where they have been nominated to receive the Takaful Benefits; or 2) A single amount to the Assignee, where they have been assigned the Takaful Benefits. <p>On payment of the death benefit, We are discharged from any further liability under the Certificate.</p>
---	--

(II) TOTAL AND PERMANENT DISABILITY (TPD) BENEFIT

Benefit payable on TPD	<p>On TPD of the Person Covered, the TPD benefit under the Certificate is:</p> <ol style="list-style-type: none"> 1) The Sum Covered; and 2) Any accumulated surplus for that Person Covered, <p>subject to the restrictions and adjustments applicable to the TPD benefit.</p>
Restrictions and adjustments to the benefit payable on TPD	<p>The restrictions applicable to the TPD benefits under the Certificate are as follows:</p> <ol style="list-style-type: none"> 1) The injury or sickness causing TPD and the TPD date must have occurred whilst the Certificate of the Person Covered is In Force; 2) On TPD in the first Certificate Year from a non-Accidental event, total Contribution paid will be refunded; 3) No benefit is paid on TPD after the Certificate Anniversary following the sixty-fourth (64th) birthday; and 4) No benefit is payable on TPD directly or indirectly due to a TPD benefit exclusion. <p>Subject to the restrictions applicable to TPD benefits, the TPD benefit on the Certificate for a Person Covered will be reduced:</p> <ol style="list-style-type: none"> 1) Such that the Aggregate Sums Covered on TPD for that Person Covered is limited to Two Million Malaysian Ringgit (RM2 million); and 2) By any indebtedness or Contributions due prior to the effective TPD date which have not been received by Us. <p>The reduction for the Contributions due will be made after any reduction due to the Aggregate Sums Covered exceeding Two Million Malaysian Ringgit (RM2 million).</p>
TPD benefit exclusions	<p>No benefit is payable on TPD occurring due to the following direct or indirect events or conditions:</p> <ol style="list-style-type: none"> 1) Intentional self-inflicted injury or attempted suicide, whilst Sane; 2) Participation in any criminal or illegal act, strike, riot, terrorism or civil commotion; 3) Participation in dangerous or hazardous sport or activities such as (but not limited to) horse riding, water sports (except non-motorized sailing craft and swimming), hunting, racing (except foot racing), mountaineering, potholing or caving, and winter sports; 4) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning; 5) War (whether declared or not), revolution, attack by a foreign country, or invasion; 6) Consumption of alcohol, or non-prescribed or illegal drugs or narcotics; 7) Physical and violent provocation by the Person Covered, leading to a similar response that leads to injury; 8) Inhalation of poison, gas or fumes whether, voluntarily or involuntarily taken; 9) Radioactive contamination arising from fuel, weapons, waste or processing; or 10) Any claim arising from or related to intentional failure or delay to seek or follow either medical advice or prescribed treatment.
Notification timeframe for TPD claims	<p>We must be notified of a TPD claim by the Claimant within:</p> <ol style="list-style-type: none"> 1) Thirty (30) days of TPD Date for Presumptive TPD; or 2) Six (6) months from TPD Date for other causes of TPD. <p>Failure to give notice within such time shall not invalidate any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as it was reasonably possible.</p>

<p>Documents supporting a TPD claim</p>	<p>A claim form will be provided to the Claimant when they notify Us of a claim for the TPD benefit. The Claimant must complete the claim form, and provide proof of age of the Person Covered such as a copy of their identity card or passport, a report on the medical assessment and any additional documentation, within thirty (30) days, of the later of notifying the Claim or fulfilling the definition of TPD. The medical assessment must be conducted within thirty (30) days after fulfilling the definition of TPD.</p> <p>In event that the TPD benefit is settled in two instalments, a second (2nd) report on the medical assessment must be provided as evidence of continuing TPD. The medical assessment must be conducted within thirty (30) days after the due date of the second (2nd) instalment.</p>
<p>Settlement terms for TPD Benefit</p>	<p>The payment of a TPD benefit will be a single amount to the Participant, or the Assignee (if the Certificate has been assigned), except for non-Presumptive TPD and if the Aggregate Sum Covered on TPD for that Person Covered exceeds One Million Malaysian Ringgit (RM1 million), in which case the TPD benefit will be paid by two instalments:</p> <ol style="list-style-type: none"> 1) The first instalment under the Certificate will be determined such that the total first payment on all certificates is One Million Malaysian Ringgit (RM1 million); and 2) The second instalment will be the balance of the admitted liability and will be made twelve (12) months after the first instalment. <p>On payment of all instalments of the TPD benefit, where the Aggregate Sum Covered at the TPD Date was no more than Two Million Malaysian Ringgit (RM2,000,000), We are discharged from any further liability under this Certificate.</p> <p>On payment of all instalment of the TPD benefit, where the Aggregate Sum Covered at the TPD Date is more than Two Million Malaysian Ringgit (RM2,000,000), We are discharged from any further liability under the TPD benefit. Thereafter, the Sum Covered of the Certificate shall be reduced by Two Million Malaysian Ringgit (RM2,000,000). The balance of the Sum Covered shall be payable upon death, whichever is earlier, subject to the terms and conditions of the Certificate.</p>

(III) SURPLUS DISTRIBUTION

<p>Distribution of Underwriting Surplus</p>	<p>Underwriting Surplus and the amount to be distributed will be determined annually. Any distribution of Underwriting Surplus makes allowance for contingency provisions, and is subject to the surplus policy approved by Our Shariah committee.</p> <p>In the event of any underwriting deficit in the PRF, there will be no distribution of Underwriting 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>
<p>Settlement terms for surplus distribution</p>	<p>The distributable portion of any Underwriting Surplus 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> <p>The distributed surplus shared amongst the Participants will be accumulated in a segregated fund for each Participant.</p> <p>At the end of the Financial Year, any investment profits earned on the segregated funds of all Participants during that Financial Year are fifteen percent (15%) paid to Us, and the remaining eighty-five percent (85%) shared amongst Participants whose Certificates are In Force, based on the contract of Mudarabah.</p> <p>The accumulation within the segregated fund will be paid to the Participant if Takaful Benefits have not been assigned, or to the Assignee where Takaful Benefits have been assigned. The payment will be:</p> <ol style="list-style-type: none"> 1) as detailed in the terms and conditions for the other Takaful Benefits of the Certificate, when these Takaful Benefits are due; 2) as a single amount should the Certificate be In Force immediately prior to the Expiry Date; or 3) as a single amount requested by the Participant in writing at any time prior to the Expiry Date, should the Certificate be In Force at that time and the amount requested is at least Five Hundred Malaysian Ringgit (RM 500).

CONTRIBUTIONS

Payment of Contributions due	<p>Each Participant has the obligation to pay the Contributions to Us. The first Contribution is due at the Commencement Date. Any subsequent Contribution is due on the monthly or annual anniversary of the Commencement Date, according to the Contribution Mode.</p> <p>The Contribution is based on Your attained age (age next birthday) at the Commencement Date. The Contribution will increase on the 1st day of the next Certificate Year, in accordance to Your attained age.</p> <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>						
Wakalah Fee deduction	<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="width: 100%; text-align: center;"> <thead> <tr> <th>Certificate Year</th> <th>Wakalah Fee (% of Contribution)</th> <th>Fixed Wakalah Fee</th> </tr> </thead> <tbody> <tr> <td>1 onwards</td> <td>30%</td> <td>RM50</td> </tr> </tbody> </table> <p>If the Contribution is not paid yearly, the Wakalah Fee deduction will be prorated according to the Contribution Mode.</p>	Certificate Year	Wakalah Fee (% of Contribution)	Fixed Wakalah Fee	1 onwards	30%	RM50
Certificate Year	Wakalah Fee (% of Contribution)	Fixed Wakalah Fee					
1 onwards	30%	RM50					
Settlement terms for Contributions	<p>Settlement of the Contributions shall be by payment from the Participant to Us.</p> <p>Payment by the Participant must be by auto debit on a credit card to Us. We accept Visa and MasterCard. We reserve the right to differ Our current practice when deemed necessary.</p> <p>Payment of a Contribution must be received within the Grace Period from the date that the Contribution is due.</p> <p>If a Contribution due is not received within the Grace Period, We are discharged from any further liability under the Certificate from the date Contributions are due.</p>						

COMPLAINTS & DISPUTE RESOLUTION

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

<p>How to settle a dispute through mediation</p>	<p>The Ombudsman for Financial Services (OFS) may be contacted by the Claimant 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 : enquiry@ofs.org.my</p> <p>or</p> <p>Fax : 603-2272 1577</p> <p>or</p> <p>Postal address : Chief Executive Officer, Ombudsman for Financial Services Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur.</p> <p>Alternatively, the Claimant 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 www.ofs.org.my.</p> <p>Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's 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>How to settle a dispute through arbitration</p>	<p>If a Claimant or Participant dispute a decision We have made relating to the Certificate, and they do not wish to mediate the dispute, or they do not accept OFS's decision or award, they may refer to arbitration. Request for referral must be made within twelve (12) months of the dispute.</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>