

ETIQA FAMILY TAKAFUL CERTIFICATE

e-Medical Pass Takaful

CERTIFICATE INFORMATION STATEMENT

Change of Address	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.
Failure to pay Contributions	<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 Reinstatement Provisions.</p>
Payment of Contribution	<p>You may pay the Contribution by:</p> <ol style="list-style-type: none"> 1) Credit card; 2) Debit card; or 3) Banking account auto debit service. <p>We reserve the right to differ Our current practice when deemed necessary.</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 fifteen (15) days of the Free Look Period, We will cancel this Certificate and refund the Contributions received by Us.</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 will only receive the accumulated surplus, if any.</p>
Right to nominate Takaful Benefit	<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>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>

Right to assign Certificate ownership	<p>Where the Participant is the Person Covered, the Participant of the Certificate may assign a person to transfer the Certificate ownership to that person.</p> <p>The assignment must be registered with Us, by notifying Us in writing, at any time after the issuance of the Certificate.</p> <p>We assume no responsibility for the validity or sufficiency of the assignment.</p>
Right to revoke a nomination	<p>A Nomination shall be revoked:</p> <ol style="list-style-type: none"> 1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime; 2) By a notice in writing from the Participant to Us; or 3) By any subsequent nomination by the Participant to Us. <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>
Right to revoke an assignment	<p>An assignment shall be revoked by a notice in writing from the assignee to Us.</p>
Marketing illustration	<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 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>
Our Head Office Address	<p>Our Head Office address is:</p> <p>Etika 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: info@etika.com.my</p>
The claim process and how to make a claim	<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 Etika 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 before any claim is payable under this 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 Etika Family Takaful Berhad, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur, or by facsimile to 03-2297 3800, or e-mail at info@etika.com.my, or by calling 03-2297 3888, or Etika Online at 1-300-13-8888.</p>

How to complain to Us	<p>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 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; facsimile to 03 – 2785 3093; or e-mail at 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 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; facsimile to 03–2174 1515; or e-mail at bnmtelelink@bnm.gov.my. The BNM telephone number is 1- 300-88-5465.</p>
How to settle a dispute through mediation	<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 (Formerly known as Financial Mediation Bureau) 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>
How to settle a dispute through arbitration	<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>

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

ETIQA FAMILY TAKAFUL CERTIFICATE

e-Medical Pass Takaful

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 Takaful Schedule; 4) The Certificate Information Statement; and 5) 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 plan meets Your requirements.</p>
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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, unforeseen, violent and unplanned event which is external and visible in nature, that results in bodily injury.
Anaesthetist	An individual who is licensed or registered to practice anaesthesiology in the geographical area in which the Medical Service is provided, but excluding the Participant or the Person Covered.
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.
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 Nominee, or the assignee of the Certificate, who is entitled to claim the Takaful Benefit, 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 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.
Congenital Condition	<p>Congenital Condition shall mean:</p> <ol style="list-style-type: none"> 1) Any medical or physical abnormality existing at birth; or 2) Neo-natal physical abnormalities developing within six (6) months after birth. <p>This includes all types of Hernia and Epilepsy, except if they are caused by a trauma which occurs after the Certificate is In Force.</p>

Contribution	The amount of money paid regularly by the Participant to Us, according to the terms and conditions of the Certificate.
Contribution Mode	This is the frequency of contribution payments in a year. The Contribution Mode can be monthly or annual. The Contribution Mode is provided in the Takaful Schedule. If the Participant changes the frequency of Contribution payments, the Contribution amount due on each new due date will change.
Deductible	The monetary amount of eligible expenses that must be incurred and paid by You for each Hospitalisation before any Benefits (Section A: In-Patient and Day Care Surgery Benefits) are payable by Us within the same Certificate Year. In assessing whether the Deductible amount has been exceeded, all eligible expenses shall be determined on the basis of Reasonable and Customary Charges.
Doctor, Physician or Surgeon	Doctor, Physician or Surgeon shall mean a medical practitioner: 1) Licensed or registered to practice western medicine; 2) Who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice where the Medical Service is provided; and 3) Who is not the Person Covered or Participant.
Endorsement	A change to the Certificate. The Endorsement will be issued by Us and signed by Our authorised officer.
Expiry Date	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.
Free Look Period	This is the period of fifteen (15) days, from when the Certificate has been received by the Participant
Grace Period	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.
Hospital	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: 1) Twenty-four (24) hours nursing services by registered and graduate nurses; and 2) Diagnostic and major surgery. A Hospital is expressly not: 1) Primarily a clinic; 2) A convalescent, nursing or rest home; 3) A rehabilitation centre for alcoholics or drugs addicts; or 4) A home for the elderly or infirmed.
Hospitalisation	Admission of the Person Covered to a Hospital as a registered in-patient for treatment of a Medical Condition upon recommendation of a Physician. The Person Covered must be required to physically stay in the Hospital for the duration of Hospitalisation.
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: 1) We have issued the Certificate to the Participant; 2) The Person Covered is alive; 3) The Contributions due on the Certificate have been received within the Grace Period by Us, or Reinstatement of the Certificate by Us according to the terms and conditions of the Certificate; 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 5) The Expiry Date has not been reached.
Intensive Care Unit	Shall mean the following: 1) A designated section in Hospital which is maintained on a twenty-four (24) hours basis, 2) Solely for treatment of patients in critical conditions, and 3) Equipped to provide special nursing and medical services not available elsewhere in the Hospital.

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: 1) In respect of the Person Covered or Participant; and 2) Is provided prior to the Issue Date or the latest Endorsement date.
Medical Condition	Sickness, disease, illness, or injury, that is, a pathological deviation from a normal healthy state, arising from a single cause or series of related causes.
Medical Institution	A Hospital or facility which is licensed to provide Medical Services.
Medical Service	The advice, care, diagnosis, medicines, supplies, tests, or treatment provided to the Person Covered for a Medical Condition, by a Medical Service Provider.
Medical Service Provider	A Medical Institution, Ambulance, Anaesthetist, Doctor, Pharmacist, Physician, Surgeon, or Specialist.
Medically Necessary	A medical service which is: 1) Consistent with the diagnosis and customary medical treatment for a covered Medical Condition; 2) In accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; 3) Not for the convenience of the Person Covered or the medical practitioner, and unable to be reasonably rendered out of Hospital (if admitted as an in-patient); 4) Not of an experimental, investigational or research nature, medical technology or procedure, which has not been proven to be effective, based on established medical practice, and which has not been approved by a recognized body in the country in which the Person Covered receives the treatment; 5) For which the charges are fair, reasonable and customary for the covered Medical Condition; and 6) Provide treatment directly related to the covered Medical Condition.
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.
Nominee	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.
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.
Out-Patient	A person who visits the Hospital, clinic or other healthcare facility for diagnosis or treatment but is not hospitalised.
Overall Annual Limit	The total Benefits payable under this Certificate in any Certificate Year are limited to the Overall Annual Limit stated on the Table of Benefits for the corresponding plan stated in the Takaful Schedule. Once We have paid benefits up to the Overall Annual Limit, We will not pay anymore Benefit for the duration of the remaining Certificate Year.

Overall Lifetime Limit	The total Benefits payable under this Certificate from Commencement Date of the Certificate are limited to the Overall Lifetime Limit stated on the Table of Benefits for the corresponding plan stated 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.
Participant, You, or Your	The entity or person named as the Participant in the Takaful Schedule. The Participant has full right to the Certificate, unless the Certificate has been assigned.
Person Covered	The Person Covered who is identified as the Person Covered in the Takaful Schedule.
Personal Data	<p>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.</p> <p>Personal Data does not include information, reports, answers, and disclosures which are in the public domain.</p>
Pharmacist	An individual who is licensed in the geographic area where the Medical Service is provided, to dispense controlled or Prescribed Medicines, but excluding the Person Covered, Participant or their spouse.
Pre-existing Condition	<p>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 or date of Reinstatement of the Certificate:</p> <ol style="list-style-type: none"> 1) The Person Covered had received or is receiving any Medical Services for the Medical Condition; 2) Medical advice, diagnosis, care or treatment has been recommended; 3) Clear and distinct symptoms are or were evident; or 4) The Medical Condition would have been apparent to a reasonable person in such circumstances.
Prescribed Medicines	Prescribed Medicines shall mean medicines that are dispensed by a Physician, a Pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Medical Condition.
Qard	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.
Reasonable and Customary Charges	<p>Charges for medical care which is Medically Necessary shall be considered Reasonable and Customary to the extent that it does not exceed the general level of charges being made by others of similar standing within Malaysia according to 13th Schedule of the Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) (Amendment) Order 2013 and its subsequent amendments if any.</p> <p>Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age of similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Person Covered's Medical Condition.</p>
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	<p>A state of mind which permits normal perception, behaviour, and social interactions. A person is not regarded as Sane if that person:</p> <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.

Specialist	<p>A medical or dental practitioner:</p> <ol style="list-style-type: none"> 1) Is referred by a Physician; 2) Licensed or registered to practice western medicine; 3) Who, in rendering such treatment, is practicing within the scope of their licensing and training in the geographical area of practice where the Medical Service is provided; 4) Who specializes in a specific field of medicine or dentistry and who is recognized as such by the appropriate health authorities; and 5) Who is not the Person Covered or the Participant.
Specified Illnesses	<p>Specified Illnesses are the following list of Medical Conditions or related complications, where Medical Services were provided or symptoms would have been apparent to the Person Covered, during the first one hundred and twenty (120) days from the later of the Issue date or date of Reinstatement of this Certificate, for the following Medical Conditions and related complications:</p> <ol style="list-style-type: none"> 1) Hypertension, diabetes mellitus and cardiovascular disease; 2) All tumors, cancers, cysts, nodules, polyps, stones of the urinary system and biliary system; 3) All ear, nose (including sinuses) and throat conditions; 4) Hernias, hemorrhoids, fistulae, hydrocele, and varicocele; 5) Endometriosis including disease of the reproduction system; or 6) Vertebro-spinal disorders (including disc) and knee conditions.
Surgery	<p>Surgery shall mean any of the following medical procedures:</p> <ol style="list-style-type: none"> 1) To incise, excise or electrocauterize any organ or body part, except for dental services; 2) To repair, revise or reconstruct any organ or body part; 3) To reduce by manipulation a fracture or dislocation; or 4) The use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, oesophagus, stomach, intestine, urinary bladder, or urethra.
Tabarru'	<p>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.</p>
Takaful	<p>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.</p>
Takaful Benefit, or Benefit	<p>The collective name for the payments made according to the terms and conditions of the Takaful Benefit section of the Certificate.</p>
Takaful Operator, We, Our, or Us	<p>Etika Family Takaful Berhad.</p>
Underwriting Surplus	<p>The surplus arising from the PRF over a financial year, after claims payable and a suitable amount is held back for contingency purposes, if any.</p>
Wakalah	<p>Wakalah is an Arabic word meaning the nomination by one party of another to act on his or her behalf. In the context of this Certificate, this means that You have appointed Us to manage the Certificate and Takaful Funds on Your behalf.</p>
Wakalah Fee	<p>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.</p>

GENERAL TERMS AND 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 coverage shall form part of this contract.</p>
Headings and Tables	<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	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.
Currency for all payments	All payments under the Certificate shall be made in the legal currency of Malaysia.
Applicable law and jurisdiction	The Certificate shall be interpreted and governed by the legislation of Malaysia. Any legal action or suit against Us shall only be instituted in the Courts of Law of Malaysia.
Changes in Taxation, Regulations and Legislation	We may vary the terms of the Certificate as We consider appropriate and equitable, 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.

GENERAL RIGHTS AND OBLIGATIONS

Conditions precedent to rights	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.
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 fifteen days (15) of the Free Look Period. We will cancel this Certificate and refund the Contributions received by Us.</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 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 any manner which We deem appropriate, including but not limited to paying these amounts to the relevant authorities.
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>

Data protection obligations and rights	<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>
Obligation to take reasonable care and not to misrepresent	<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>
Non-disclosure or misrepresentation of Material Information	<p>In the event that We terminate this Certificate due to misrepresentation or non-disclosure of Material Information, Our liability shall be limited to refund of the total Contribution paid.</p>
Right to adjust terms for misstatement of age	<p>If the age of the Person Covered has been misstated and the Contribution paid as a result of this misstatement is insufficient, any claim payable subject to the maximum limits provided under this Certificate shall be reduced proportionally based on the ratio of the actual Contribution paid to the correct Contribution which should have been charged for the Certificate Year.</p> <p>If the misstatement of age of the Person Covered resulted in an excess of the Contribution on that Certificate, then We shall refund the excess to the Participant.</p>

Right to vary terms or conditions in event of changes in laws	We shall reserve the right to vary the terms or conditions of the Certificate, if there are changes in legislation, or a directive is issued by any government authority, which imposes responsibilities on either party or which affects any of the terms or conditions of the Certificate. The changes will be determined by Us to be appropriate and equitable. We will notify the Participant in writing, when We vary the terms or conditions in the Certificate for these purposes.
Right to waiver and non-waiver of rights	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.
Right to nominate Takaful Benefit	<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>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>
Right to assign Certificate ownership	<p>Where the Participant is the Person Covered, the Participant of the Certificate may assign a person to transfer the Certificate ownership to that person.</p> <p>The assignment must be registered with Us, by notifying Us in writing, at any time after the issuance of the Certificate.</p> <p>We assume no responsibility for the validity or sufficiency of the assignment.</p>
Right to revoke a nomination	<p>A nomination shall be revoked:</p> <ol style="list-style-type: none"> 1) Upon the death of the Nominee or where there is more than one Nominee, upon death of all the Nominees, during Your lifetime; 2) By a notice in writing from the Participant to Us; or 3) By any subsequent nomination by the Participant to Us. <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>
Right to revoke an assignment	An assignment shall be revoked by a notice in writing from the assignee to Us.

TAKAFUL BENEFITS

The claim process and how to make a claim	<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 Etika 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 before any claim is payable under this Certificate.</p>
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(I) MEDICAL BENEFITS

Common Phrase, Word or Abbreviation	Definition														
Medical Benefits	<p>While the Certificate is In Force, We shall reimburse You the Reasonable and Customary Charges in respect of Medical Services to the Person Covered, limited to the following Medical Services and according to the Table of Benefits:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Hospital Room & Board Charges</td><td>In respect of room accommodation and meals in respect of a Hospitalisation, provided that Hospitalisation is not in an Intensive Care Unit;</td></tr> <tr> <td>Intensive Care Unit Charges</td><td>In respect of room accommodation and meals in an Intensive Care Unit during Hospitalisation, provided that once the Intensive Care Unit days per annum limit is reached, for daily charges thereafter are limited according to the Hospital Room & Board limits;</td></tr> <tr> <td>Surgical Fees</td><td>In respect of surgery, pre-surgical assessment, Specialist's consultation during Hospitalisation for Surgery, and post-surgical care;</td></tr> <tr> <td>Anaesthetist Fees</td><td>In respect of administration by an Anaesthetist of anaesthesia incidental to Surgery;</td></tr> <tr> <td>Operating Theatre Fees</td><td>In respect of operating room charges incidental to Surgery;</td></tr> <tr> <td>Hospital Supplies & Service Charges</td><td>In respect of: 1) General nursing care; 2) Drugs and Medicine prescribed and consumed; 3) Dressings, splints and plaster casts; 4) X-ray, Laboratory examinations, Electrocardiograms, physiotherapy, Basal metabolism tests, Intravenous injections and solutions; and 5) Administration of blood and blood plasma, but excluding the cost of blood and plasma, provided delivered during Hospitalisation;</td></tr> <tr> <td>In-Hospital Physician or Specialist Visit Charges</td><td>In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;</td></tr> </table>	Hospital Room & Board Charges	In respect of room accommodation and meals in respect of a Hospitalisation, provided that Hospitalisation is not in an Intensive Care Unit;	Intensive Care Unit Charges	In respect of room accommodation and meals in an Intensive Care Unit during Hospitalisation, provided that once the Intensive Care Unit days per annum limit is reached, for daily charges thereafter are limited according to the Hospital Room & Board limits;	Surgical Fees	In respect of surgery, pre-surgical assessment, Specialist's consultation during Hospitalisation for Surgery, and post-surgical care;	Anaesthetist Fees	In respect of administration by an Anaesthetist of anaesthesia incidental to Surgery;	Operating Theatre Fees	In respect of operating room charges incidental to Surgery;	Hospital Supplies & Service Charges	In respect of: 1) General nursing care; 2) Drugs and Medicine prescribed and consumed; 3) Dressings, splints and plaster casts; 4) X-ray, Laboratory examinations, Electrocardiograms, physiotherapy, Basal metabolism tests, Intravenous injections and solutions; and 5) Administration of blood and blood plasma, but excluding the cost of blood and plasma, provided delivered during Hospitalisation;	In-Hospital Physician or Specialist Visit Charges	In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;
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In-Hospital Physician or Specialist Visit Charges	In respect of visits by a Physician or Specialist during Hospitalisation for reasons other than Surgery;														

	Day Care Surgery Fee	Surgery that does not require an overnight Hospital stay, but may require the use of a recovery facility.
	Ambulance Fees	In respect of domestic ambulance services (inclusive of attendant), provided that there is immediate Hospitalisation of the Person Covered;
	Pre-Hospital or Pre-Surgical Diagnostic Tests Charges	In respect of Electrocardiogram (ECG), X-Ray, laboratory tests and any other medical test or procedure, which: 1) Are performed for diagnostic purposes, 2) Are recommended by a Physician, 3) Results in Hospitalisation or Surgery, and 4) Do not include the Physician charges and any medication; This benefit is not subject to Deductible;
	Pre-Hospital or Pre-Surgical Specialist Consultation Fees	In respect of first-time Specialist consultation, which: 1) Is recommended by a Physician; 2) Results in Hospitalisation or Surgery; and 3) Do not include any clinical treatment, medication and subsequent consultations. This benefit is not subject to Deductible;
	Post-Hospitalisation or Post-Surgery, Treatment Charges	In respect of Medical Services following Hospitalisation or Surgery, provided that the treatment or medicines are delivered or prescribed by the Physician attending the Hospitalisation or Surgery and relate directly to the Hospitalisation or Surgery, and such that the supply of Prescribed Medicines is limited to the ninety (90) days limit. This benefit is not subject to Deductible;
	Emergency Accidental Out-Patient Treatment Charges	In respect of Medical Services in a registered clinic or Hospital emergency Out-Patient facility, within twenty-four (24) hours of an Accident, including follow-up treatment by the same Physician, registered clinic or Hospital, up to thirty-one (31) days from the date of Accident. This benefit is not subject to Deductible;
	Out-Patient Kidney Dialysis Treatment	Conducted as a result of Kidney Failure, as provided by: 1) A legally registered dialysis treatment centre, on an Out-Patient basis, and 2) Immediately following Hospitalisation or Surgery, but excluding any charges in respect of consultation, tests, and medicines prescribed for home consumption. Kidney Failure means end stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis initiated or renal transplantation is carried out. This benefit is not subject to Deductible;
	Out-Patient Cancer Treatment Charges	Including radiotherapy and chemotherapy, as provided by: 1) A legally registered Cancer treatment centre, on an Out-Patient basis, and 2) Immediately following Hospitalisation or Surgery, but excluding any charges in respect of consultation, tests, and medicines prescribed for home consumption. Cancer is defined as any malignant tumor positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma. For the above definition, the following are not covered: 1) All cancers which are histologically classified as pre-malignant, non-invasive; carcinoma in situ; having either borderline malignancy; or having low malignant potential, 2) All tumors of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification), 3) Chronic Lymphocytic Leukemia less than RAI Stage 3, 4) All cancers in the presence of HIV, and 5) Any skin cancer other than malignant melanoma. This benefit is not subject to Deductible;

Medical Benefit Exclusions	<p>We shall not pay any Medical Benefits occurring due to:</p> <ol style="list-style-type: none"> 1) Pre-existing Conditions, unless such conditions have been declared at the time of application or reinstatement and accepted by the Insurance Company / Takaful Operator before the Issue Date or date of Reinstatement; 2) Specified Illnesses; 3) Any medical or physical condition arising within the first thirty (30) days of continuous cover from the Issue Date or latest date of Reinstatement, except for accidental injuries; 4) Plastic or cosmetic surgery, investigative or diagnostic examinations or procedures which are non-medically necessary or incidental to treatment; preventative, experimental or elective treatments or procedures, including medication and/or unconventional medical technology or procedure, which has not been proven effective and has not been approved by a recognised body in the country in which you receive treatment; 5) Eye procedures, or tests including but not limited to, refraction or surgical correction of near-sightedness (Radial Keratotomy) or far-sightedness (Lasik), unless medically necessary to prevent total and permanent blindness; 6) External prosthetic appliances or devices including but not limited to artificial limbs, hearing aids, and implanted pacemakers; 7) Dental treatment, procedures, or tests except as necessitated by accidental injuries to sound natural teeth occurring wholly during the Certificate term; 8) Procedures, treatments or tests related to pregnancy, childbirth (including surgical delivery), miscarriage, abortion, prenatal or postnatal care, infertility, hormone replacement therapy, gender reassignment procedures, contraception, sterilization, birth defects, congenital condition or hereditary illness condition, erectile dysfunction, and circumcision; 9) Vitamins, food or health supplements, over-the-counter medication, private nursing, rest cures, and sanatoria; 10) Organ & tissue donation, and treatments or procedures for snoring, sleep disorders, obesity and weight gain; 11) Alternative procedures or treatments or medicines, including but not limited to chiropractic services, acupuncture, acupressure reflexology, bone setting, herbalist treatment, massage or aroma therapy; 12) Any treatment or procedure for which payment is not required, or to the extent which is payable under another Insurance Policy / Takaful Certificate, or indemnity covering the Life Insured / Person Covered and Disabilities arising out of duties of employment or profession that is covered under a Workman's Compensation Insurance / Takaful Certificate; 13) Psychiatric, mental or nervous disorders, including but not limited to, any neuroses and their physiological or psychosomatic manifestations; 14) Non-medical services such as television, telephones, internet, newspaper, radios or similar facilities, admission kit/pack and other ineligible non-medical items; 15) Self-inflicted injuries or attempted suicide, while Sane; 16) War (whether declared or not), revolution, attack by a foreign country, or invasion; 17) Participation in any criminal or illegal act, strike, riot, terrorism, or civil commotion; 18) Radioactive contamination arising from fuel, weapons, waste or processing; 19) Training, practicing or taking part in hazardous sports or activities such as (but not limited to): <ol style="list-style-type: none"> i. underwater activities involving the use of compressed air or gas; ii. potholing, climbing or mountaineering necessitating the use of ropes or cables; iii. hunting, off road vehicle activities or water-skiing; iv. flying or other aerial activities except as a fare-paying passenger in a commercial airline; v. parachuting, hang-gliding, bungee jumping, ballooning or any sky-diving activities; vi. any racing activities other than on foot; vii. professional sports; or viii. martial arts or fighting, unless disclosed and accepted by the Takaful Company at application; 20) Consumption of alcohol, non-prescribed or illegal drugs or narcotics, or substances, or as a result of the treatment for an addictive condition; 21) Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); 22) Sexually transmitted diseases or disorders, and conditions arising from these diseases or disorders;
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	23) Physical and violent provocation by any Person Covered, leading to a similar response that leads to injury or death; 24) Inhalation of poison, gas or fumes voluntarily; 25) Unreasonable failure to seek or follow the advice and/or prescribed treatment, or unreasonable delay in seeking or following such medical advice and/or prescribed treatment; or 26) Overseas treatments and hospitalisations.
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TABLE OF BENEFITS

Plan Type	Silver	Gold	Platinum
Overall Annual Limit	RM60,000	RM80,000	RM120,000
Overall Lifetime Limit	No Limit		
Section A: In-Patient & Day Care Surgery Benefits			
Hospital Room & Board Charges (RM per day limit)	RM100	RM150	RM200
Hospital Room & Board Charges (days per annum limit)	No Limit		
Intensive Care Unit Charges (No limit on days per annum)	As Charged (subject to overall annual limit)		
Surgical Fees			
Anaesthetist Fees			
Operating Theatre Fees			
Hospital Supplies & Services Charges			
In-Hospital Physician / Specialist Visit Charges (2 visits per day limit)			
Day Care Surgery Fees			
Ambulance Fees			
Section B: Out-Patient Benefits			
Pre-Hospital Diagnostic Tests Charges, or Specialist Consultation Fees (within 60 days prior to Hospitalisation)	As Charged (subject to overall annual limit)		
Post-Hospitalisation Treatment Charges (within 90 days after discharge)			
Emergency Accidental Out-Patient Treatment Charges			
Out-patient Kidney Dialysis Treatment Charges			
Out-patient Cancer Treatment Charges			
Section C: Optional			
Deductible Option	Yes – Deductible limit: RM1,000, RM3,000 & RM5,000 per hospitalisation No – 100% of the eligible medical bill paid by Etiqa		

(II) SURPLUS DISTRIBUTION

Distribution of Underwriting Surplus	<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 certificate 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. The Qard will be carried forward to the following Financial Year and any surplus emerging thereafter will be used to pay off the Qard.</p>
Settlement terms for surplus distribution	<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).

CONDITIONS AND PROVISIONS

Alteration	<p>We reserve the right to amend the terms and Provisions of this Certificate by giving thirty (30) days prior notice, in writing by ordinary post to Your last known address in Our records, and such amendment will be applicable from the next renewal of this Certificate.</p> <p>No alteration in this Certificate shall be valid unless authorised and endorsed by Us.</p>
Change in Risk	<p>You will give immediate notice in writing to Us of any material change in the Person Covered's occupation, business, duties or pursuits and pay any additional Contribution that may be required by Us.</p>
Filing Proof of Loss due to Medical Services	<p>Upon notification of claim, please attach all relevant information such as the original itemised Hospital bills, receipts or medical report to support Your claim. Claims for all eligible Benefits are not payable unless We received the original bills and receipts from You.</p> <p>Evidence of claim shall be furnished at Your own cost, and should be furnished to Us within sixty (60) days from the date of discharge from the Hospital.</p>
Notice of Claim due to Medical Services	<p>You must provide Us with written notice of claim due to Medical Services within sixty (60) days from the date of discharge from the Hospital.</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>
Portfolio Withdrawal Condition	<p>We reserve the right to withdraw Certificate.</p> <p>Withdrawal in this instance shall be by written notice to You within thirty (30) days prior to the withdrawal which will be effective from the end of the current Certificate Year.</p>
Renewal	<p>The Certificate is renewable yearly at each Certificate Anniversary, until the occurrence of any of the following:</p> <ol style="list-style-type: none"> 1) Death of the Person Covered;

	<p>2) The Certificate Lapse, or is cancelled at Your request;</p> <p>3) Expiry date of the Certificate; or</p> <p>4) We withdraw this Certificate completely from the market in accordance with the Portfolio Withdrawal Condition.</p> <p>If the Certificate is not renewed, We are discharged from any further liability under the Certificate</p>																												
Upgrade Room & Board Payment	<p>In a situation where the actual Room and Board charged per day is higher than that to which the Person Covered is entitled according to the Plan selected in the Takaful Schedule and the Hospital Room and Board limit per day according to the Table of Benefits, You will pay the difference between the Room and Board charge and the limit.</p>																												
Upgrade or Downgrade of Eligible Benefits	<p>You have the option to upgrade or downgrade the eligible Benefit of the Certificate by applying to switch to a higher or lower Benefit plan. This can only be made on the Certificate Anniversary and is subject to Our acceptance.</p> <p>Regardless of any change or increase or decrease in Benefits that may be agreed upon, the Benefits payable shall be subject to the existing limit if it is due to:</p> <ol style="list-style-type: none"> 1) Causes other than Accident arising within thirty (30) days from the date of change; 2) Any of the Specified Illnesses within one hundred twenty (120) days from the date of change; or 3) A Medical Condition diagnosed before the date of change and which has not been declared to Us at the time of change of Benefit. 																												
Subrogation	<p>If You suffer a Medical Condition as a result of another party's actions or inactions, and We incur a loss under this Certificate, then You agree to:</p> <ol style="list-style-type: none"> 1) Authorise Us to sue in Your name to seek recovery of the loss, and other remedies; and 2) Provide Us with all necessary assistance in performing the above. <p>We shall pay for all expenses incurred in the recovery of the loss.</p>																												
Coordination of Benefits	<p>We will not provide any compensation other than on a proportionate basis if the Person Covered has any other Hospitalisation and surgical coverage on a reimbursement basis with Us or other companies, or is receiving compensation from other sources in respect to the Medical Condition set out in this Certificate. The aggregate claim amount shall be limited to the Reasonable and Customary Charges for the Medical Condition in which the claim is made.</p>																												
Cancellation	<p>You may cancel this Certificate at any time by giving written notice to Us. Upon cancellation of the Certificate, We are discharged from any further liability under the Certificate.</p> <p>Provided that You have not made any claim in the current Certificate Year, You shall be entitled to a refund of the Contribution as follows:</p> <table border="1"> <thead> <tr> <th>Period Not Exceeding</th><th>Refund of Annual Contribution</th></tr> </thead> <tbody> <tr> <td>15 days (renewal only)</td><td>90%</td></tr> <tr> <td>1 month</td><td>80%</td></tr> <tr> <td>2 months</td><td>70%</td></tr> <tr> <td>3 months</td><td>60%</td></tr> <tr> <td>4 months</td><td>50%</td></tr> <tr> <td>5 months</td><td>40%</td></tr> <tr> <td>6 months</td><td>30%</td></tr> <tr> <td>7 months</td><td>25%</td></tr> <tr> <td>8 months</td><td>20%</td></tr> <tr> <td>9 months</td><td>15%</td></tr> <tr> <td>10 months</td><td>10%</td></tr> <tr> <td>11 months</td><td>5%</td></tr> <tr> <td>Period exceed 11 months</td><td>No refund</td></tr> </tbody> </table> <p>There is no Contribution refund for monthly cases.</p>	Period Not Exceeding	Refund of Annual Contribution	15 days (renewal only)	90%	1 month	80%	2 months	70%	3 months	60%	4 months	50%	5 months	40%	6 months	30%	7 months	25%	8 months	20%	9 months	15%	10 months	10%	11 months	5%	Period exceed 11 months	No refund
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Period exceed 11 months	No refund																												

CONTRIBUTIONS, LAPSE AND REINSTATEMENT PROVISIONS

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 (1st) day of the next Certificate Year, in accordance to Your attained age.</p> <p>Contribution rates are non-guaranteed and We reserve the right to revise the Contribution rate by giving thirty (30) days 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><tr><th rowspan="2">Certificate Year</th><th colspan="2">Wakalah Fee</th></tr><tr><th>% of Annual Contribution Amount</th><th>Fixed Amount</th></tr><tr><td>1 onwards</td><td>10%</td><td>RM96</td></tr></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 Annual Contribution Amount	Fixed Amount	1 onwards	10%	RM96
Certificate Year	Wakalah Fee								
	% of Annual Contribution Amount	Fixed Amount							
1 onwards	10%	RM96							
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 or debit card to Us. We accept Visa and MasterCard credit cards and debit cards. 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, the Certificate shall Lapse thereafter, and We are discharged from any further liability under the Certificate from the date Contributions are due.</p>								
Reinstatement	<p>If Your Certificate has Lapsed, You may request to reactivate this Certificate to an In Force state provided all 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, at Your own cost;4) The Expiry Date has not been reached;5) The Certificate has not been surrendered upon Your request;6) Reinstatement is less than one (1) year from the effective date of Lapse; and7) No Takaful Benefit has been paid, or claims notified according to the terms and conditions under the Certificate. <p>Your application for Reinstatement and any written statement from You will become part of this Certificate.</p> <p>We reserve the right not to reinstate the Certificate, or to reinstate the Certificate with additional conditions.</p>								

COMPLAINTS AND DISPUTE RESOLUTION

How to complain to Us	<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 5, Tower B, Dataran Maybank, No 1, Jalan Maarof, 59000 Kuala Lumpur; or by facsimile to 03 – 2785 3093; or e-mail at 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 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 bnmtelelink@bnm.gov.my. The BNM telephone number is 1- 300-88-5465.</p>
How to settle a dispute through mediation	<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 (Formerly known as Financial Mediation Bureau) 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>
How to settle a dispute through arbitration	<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>