

TAKAFUL IKHLAS BERHAD (593075 U)

GST NO. 002064777216

A wholly-owned subsidiary of MNRB Holdings Berhad

**Corporate Head Office** 

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Date: 23/05/2018

BANK PERTANIAN MALAYSIA BERHAD (AGROBANK) LEBOH PASAR BESAR **PETI SURAT 10815 50726 KUALA LUMPUR** 

Attn: EN. MOHD FADZLI MOHD HASHIM

**SECTION HEAD, DEVELOPMENT & SUPPORT** 

Dear Sir/Mdm,

**GROUP TERM TAKAFUL** GTT00574: BANK PERTANIAN MALAYSIA BERHAD (AGRO BANK) - AGRO MADANI **GROUP MASTER CERTIFICATE RENEWAL 2018** 

Thank you for placing the business with Takaful Ikhlas.

We are pleased to enclose the following document for your attention:-

#### **Group Master Certificate**

Please note that this master certificate will be the basis for all future transactions and claims.

We would like to thank you for the business entrusted to us and we assure you of our services always.

Please acknowledge receipt on the duplicate copy of this letter and return the copy to us duly

Should there be any queries, please contact the undersigned or address all your correspondences to Group Operations Department.

Thank you.

Yours faithfully,

For TAKAFUL IKHLAS BERHAD

WASIRAH BINTLYAAKUB Assistant Vice President

**Group Employee Benefit Operation** 

**Family Operation Division** 

c.c.: BANK PERTANIAN MALAYSIA - KUALA LUMPUR - FN03481



STAMP DUTY PAID



5th Floor, IKHLAS Point, Tower 11A, Avenue 5, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur

## GROUP TERM TAKAFUL CERTIFICATE

## MASTER TAKAFUL CERTIFICATE NO: GTT00574

This Takaful Certificate has been enforced between Takaful Ikhlas Berhad (hereinafter called "the Company") and BANK PERTANIAN MALAYSIA BERHAD (AGRO BANK) - AGRO MADANI (hereinafter called "Master Takaful Certificate Holder") and all proposals and declarations submitted by the Master Takaful Certificate Holder and the Person(s) Covered, if any, shall be the basis of this Master Takaful Certificate and is deemed to be incorporated herein.

In consideration of the Takaful Contribution received within the period mutually agreed between the Company and Master Takaful Certificate Holder, it is hereby agreed and declared that subject to the terms and provisions in this Takaful Certificate or conditions stated in any other endorsement upon this Takaful Certificate, the Company shall pay to the Master Takaful Certificate Holder the Takaful Benefits from the Risk Fund as described in the Schedules after the Master Takaful Certificate Holder have submitted the Company with reasonable and acceptable evidence of the occurrence of events which takaful benefits herein expressed shall become payable.

This Master Takaful Certificate is subject to the conditions stated in the Schedules in this Takaful Certificate or to any other conditions and provisions endorsed or written hereon or on the sheets attached and signed for the Company by its authorized representative(s) as being relative hereto or contained in the said Schedules.

This Master Takaful Certificate has been signed in Kuala Lumpur on the Master Takaful Certificate Issue Date stated in the First Schedule for and on behalf of the Company.

KAMARUL HISHAM BIN ABDUL HADI

Vice President, Family Operations

DATUK HAJI AB. LATIFF BIN HAJI AB. BAKAR

President / Chief Executive Officer

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## FIRST SCHEDULE

## **TAKAFUL CERTIFICATE NO: GTT00574**

Basic Takaful Certificate	Group Term Takaful			
Commencement Date	01/05/2017			
Takaful Certificate Period	01/05/2018 TO 30/04/2019			
Master Takaful Certificate Holder	BANK PERTANIAN MALAYSIA BERHAD (AGRO BANK) - AGRO MADANI			
Address	LEBOH PASAR BESAR PETI SURAT 10815 50726 KUALA LUMPUR			
Person(s) Covered	All Eligible Members (as defined herein) who qualify to be Person(s) Covered under Clause 1.10 of Second Schedule			
	Benefits Sum Covered (RM)			
Basic Benefit /	Plan A   Plan B   Plan C			
	Death Benefit Due to Natural Causes 25,000 15,000 5,000			
	Benefits Sum Covered (RM) Plan A Plan B Plan C			
	TPD Benefit Due to Natural Causes 25,000 15,000 5,000			
Supplementary Benefits	Accelerated Critical 10,000 7,500 2,500			
	Immediate Death Expenses due to 5,000 3,000 1,000			
Sum Covered	As per the sum covered stated in the Person(s) Covered Schedule of Benefit(s), (if applicable)			
Eligibility	Date of Employment			
Free Cover Limit	Age 18-64 Total Basic Cover The sum covered for each option. Age >64 RM 0.00			
Mode of Payment	Annual Takaful Contribution			
Wakalah Fee	50% of the Takaful Contribution			
Annual Takaful Contribution Rate	Plans         Annual Rate (RM)           Plan A         130.00           Plan B         85.00           Plan C         30.00			
Takaful Certificate Issue Date 22/05/2018				



## **SECOND SCHEDULE**

## TAKAFUL CERTIFICATE PROVISIONS

#### 1. **DEFINITIONS**

It is hereby declared and agreed between the Company and the Master Takaful Certificate Holder for this Takaful Certificate that:

- "Actively At Work" shall mean that the Person(s) Covered is currently engaged with a full time occupation for regular salary or pay and is physically present during working hours; or is currently a full member of the Master Takaful Certificate Holder. Absence of work is due to normal holidays, study leave or training as distinct from sick leave shall also satisfy the requirements.
- 1.2 "Company" shall mean Takaful Ikhlas Berhad.
- 1.3 "Effective Date" shall mean the date an Eligible Member becomes a Person(s) Covered under this Takaful Certificate.
- 1.4 **"Eligible Members"** shall mean all present and future members or employees who are eligible to participate under this Master Takaful Certificate.
- 1.5 **"Cooling-Off Period"** shall mean the period or time given to the Master Takaful Certificate Holder(s) to choose whether to cancel or continue with the aqad (contract).
- 1.6 **"Goods and Services Tax"** (GST) shall mean any tax payable on the supply of goods, services or other things in accordance with the provisions of GST Law.
- 1.7 "GST Law" shall mean the Goods and Services Tax Act 2014, subsidiary legislations; statutory orders and regulations governing the application of GST, as amended from time to time.
- "Master Takaful Certificate Holder" shall mean the party described on the First Schedule to whom the takaful benefit is payable to. The Master Takaful Certificate Holder also refers to the successors in title and assigns. Only the Master Takaful Certificate Holder can, during the coverage period, exercise all rights, privileges and options under this Master Takaful Certificate.
- "Master Takaful Certificate" shall mean this agreement, all proposal and declarations including any endorsements or amendments made thereof which is signed by the authorized representative of the Company, the proposal of the Master Takaful Certificate Holder and Person(s) Covered (if applicable), all Schedules annexed hereto from time to time and the medical examinations and declarations if any, of the Person(s) Covered.
- 1.10 "Person(s) Covered" means a takaful participant or other person in respect of whom the takaful participant enters the contract of takaful and in respect of whom takaful benefits are payable to the takaful participant or his beneficiaries on the occurrence of pre-agreed under contract of takaful.



- 1.11 "Personal Risk Investment Account" (PRIA) shall means the account where the Person(s) Covered's Takaful Contribution shall be credited for protection type of product.
- 1.12 "Physician" shall mean a fully registered medical practitioner in pursuant to Section 14 of the Medical Act 1971(Act 50), or in the case of a medical practitioner practicing outside Malaysia, or any relevant legislation thereto, but excluding a medical practitioner who is the Person(s) Covered himself/herself, the spouse, relative, business partner, colleague, associate or employee of/or employer/members of the Person(s) Covered.
- 1.13 "Qard" shall mean interest-free loan method.
- 1.14 "Risk Fund" shall mean a pool of fund based on the concept of Tabarru' providing mutual protection and compensation among the Person(s) Covered.
- 1.15 "Scheme" shall mean "IKHLAS Group Term Takaful" Scheme.
- 1.16 "Tabarru" shall mean donation for the purpose of solidarity and cooperation among the Person(s) Covered and shall be used to help Person(s) Covered in times of misfortune. In the context of Takaful IKHLAS, Tabarru' will be allocated into the Risk Fund.
- 1.17 **"Takaful"** means an arrangement based on mutual assistance under which the takaful participants agree to contribute to a common fund providing for mutual financial benefits payable to the takaful participants or their beneficiaries on the occurrence of pre-agreed events;
- 1.18 "Takaful Benefit" includes any benefit, whether pecuniary or not, which is payable under a takaful certificate:
- 1.19 "Takaful Certificate Year" shall mean a period of twelve (12) months from the Commencement Date or on any Anniversary thereof.
- 1.20 "Takaful Contribution" means the amount payable by a takaful participant to a takaful operator under a takaful certificate which includes any remuneration for the functions and duties assumed by the takaful operator;
- 1.21 "Wakalah Fee" means administrative fee charged by the Company as specified in the First Schedule.

### 2. ELIGIBILITY FOR COVERAGE

- 2.1 The persons eligible for coverage under the Master Takaful Certificate shall be the Eligible Members who qualify to be a Person(s) Covered in accordance with the definition stated above.
- 2.2 If a Person(s) Covered is not "Actively at Work" on the date that he/she would be eligible in accordance with the above mentioned requirements, his eligibility date will be postponed to the first day of his return to active full time work or full membership.



#### 3. EFFECTIVE DATE OF INDIVIDUAL COVERAGE

- 3.1 Any Eligible Members shall be eligible to participate in this scheme on the Commencement Date of the Master Takaful Certificate provided that the Takaful Contributions are paid to the Company and the data required under Clause 6 is received by the Company on or before the Commencement Date of the Takaful Certificate or within the period mutually agreed between the Company and Master Takaful Certificate Holder.
- 3.2 Any Eligible Members who join during the Takaful Certificate Period or any renewals thereof (hereinafter referred to as New Eligible Members) shall be eligible to participate in this Scheme provided:
  - i) The Master Takaful Certificate Hölder shall within thirty (30) days from the date of their Eligibility submit to the Company all the particulars and declarations required under Clause5 of this Schedule.
  - ii) The Takaful Contributions payable in respect of the Person(s) Covered shall be paid to the Company within thirty (30) days from the date the Master Takaful Certificate Holder receive a Billing Statement issued by the Company.
  - iii) The commencement of coverage for New Eligible Members, if accepted by the Company, shall be from the Eligible Date provided the Master Takaful Certificate Holder submits the data and the Takaful Contributions within the period stipulated above.

#### 4. UNDERWRITING

The Person(s) Covered's application shall be accepted based on the Company's underwriting terms and conditions and the Company reserves the right to exclude any Takaful Benefits where it deems fit or reject any application that does not conform to the Company's underwriting requirements. Notwithstanding anything to the contrary in this Master Takaful Certificate, no coverage shall be provided for the above cases and all money paid will be fully refunded.

#### 5. HEALTH EVIDENCE

- 5.1. Every Person(s) Covered whose maximum Sum Covered exceeds the Free Cover Limit shall produce a health evidence in the form and manner prescribed by the Company before the coverage under this Master Takaful Certificate shall become effective.
- 5.2. The said Free Cover Limit are as specified in the First Schedule or Endorsement thereof, always subject to the Pre-Existing Condition stated in Clause 11 of Second Schedule.
- 5.3. If the Sum Covered is less than the Free Cover Limit, the Person(s) Covered is not required to provide underwriting evidence or undergo such medical examination.
- 5.4. If the Person(s) Covered age is above sixty (60) years old, the Person(s) Covered is required to provide underwriting evidence or undergo such medical examination regardless of the Sum Covered. If the Person(s) Covered does not



undergo the said medical examination as required by the Company, the Person(s) Covered shall only be entitled the Sum Covered up to the Free Cover Limit.

- 5.5. In the event that the findings of the medical examination in respect of the Person(s) Covered are not satisfactory to the Company, the Company shall at its absolute discretion:
  - i) Limit the Sum Covered to the Free Cover Limit; or
  - ii) Maintain the full Sum Covered but impose an increase in the Takaful Contribution in such manner as the Company deems fit.
- 5.6. The Company reserves the right to increase the Takaful Contribution during the Takaful coverage in respect of any Person(s). Covered who found to be involved in hazardous activities, as defined by the Company.
- 5.7. All medical examination and/or test of any Person(s) Covered as required or may be required by the Company shall be conducted by Physicians approved by the Company and all expenses and costs incurred shall be borne by the Company.

### 6. DATA REQUIRED

- 6.1. The Master Takaful Certificate Holder shall keep a record with respect to each Person(s) Covered under this Takaful Certificate, by showing the Person(s) Covered's name; Identity Card Number (if name is not given for the purpose of preserving confidentiality), gender, age or date of birth, Sum Covered, Effective Date, the date coverage terminated, appointment of beneficiary and other pertinent information as may be necessary to carry out the terms of this Master Takaful Certificate.
- 6.2. The Master Takaful Certificate Holder shall furnish to the Company with the above information within thirty (30) days from:
  - i) the Commencement Date of Takaful Certificate, or
  - ii) upon renewal at the end of any Takaful Certificate Period, or
  - iii) from the Date of Eligibility for New Eligible Members.
- In respect of (a) any New Eligible Members to be covered applying for Sum Covered that excess of the Free Cover Limit; (b) any Person(s) Covered whose Sum Covered is below the Free Cover Limit but requesting for increase in Sum Covered in excess of the Free Cover Limit and requesting for increase in Sum Covered, the Master Takaful Certificate Holder must furnish to the above information to the Company within thirty (30) days from the date of such proposed change. The Sum Covered that excess of the Free Cover Limit may be accepted subject to the underwriting evidence as in Clause 5of Second Schedule.
- 6.4. Clerical error in keeping the records shall not invalidate the coverage which is validly in force or continue the coverage which is validly terminated, but upon the discovery of such error, an equitable adjustment shall be made.
- 6.5. The Master Takaful Certificate Holder shall furnish to the Company with all information and proof which the Company may reasonably require with regard to any matters pertaining to the Master Takaful Certificate. All documents furnished



to the Master Takaful Certificate Holder by any Person(s) Covered in connection with the coverage, and other records as may have a bearing on the coverage under this Master Takaful Certificate, shall be opened for inspection by the Company at all reasonable times.

- 6.6. On receipt of the data as aforesaid, the Company shall forward to the Master Takaful Certificate Holder, a Billing Statement which inter alia shall state the names and/or identity card numbers of all Person(s) Covered, their respective Sum Covered, date of birth and Takaful Contribution payable.
- 6.7. The Master Takaful Certificate Holder undertakes to obtain specific and express consent from the Person(s) Covered and grant the Company the access to the records for the purpose of execution of the Master Takaful Certificate in accordance with the Personal Data Protection Act 2010 for the purpose that is excluded in the contract.

## 7. TAKAFUL BENEFITS PAYABLE

- 7.1 Should the Person(s) Covered at any time while the Master Takaful Certificate is in force dies, the Company will, subject to the provisions herein contained, pay the Master Takaful Certificate Holder the Sum Covered in respect of each Person(s) Covered, as stated in the First Schedule subject to Clause 8 of the Second Schedule. This Takaful Benefit is guaranteed by the Risk Fund.
- 7.2 Payment of any sum made by the Company under the Supplementary Takaful Certificate shall reduce the amount of the Basic Benefits, if such Supplementary Takaful Certificate are issued as Supplementary Benefits, then it shall be payable on acceleration and not additional basis.
- 7.3 Payment of any sum of the Takaful Benefits made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims or demands whatsoever in respect thereof.

## 8. AMOUNT AND CALCULATION OF TAKAFUL CONTRIBUTION

- The amount of Takaful Contribution payable for each Person(s) Covered in each Takaful Certificate Year shall be calculated based on the Annual Takaful Contribution Rate specified in the First Schedule or endorsement thereafter. This rate shall remain unchanged for the entire Takaful Certificate Period. Thereafter, the Company, by notice in writing to the Master Takaful Certificate Holder, may vary such rates as it thinks fit.
- 8.2 The Takaful Contribution payable by the Master Takaful Certificate Holder in any Takaful Certificate Year shall be the total of the Takaful Contributions calculated in respect of all Person(s) Covered.
- 8.3 The Takaful Contribution payable by the Master Takaful Certificate Holder in any Takaful Certificate Year shall be calculated at the beginning of that Takaful Certificate Year. The first Takaful Contribution and Takaful Contributions for New Eligible Members shall be paid in accordance with Clause 3 thereof.
- 8.4 Takaful Contributions in respect of New Eligible Members included in this Takaful



Certificate at any time during the Takaful Certificate Period will be calculated on receipt of the listing as aforesaid and the Takaful Contributions payable by the Master Takaful Certificate Holder in respect of New Eligible Members shall be indicated in the adjustment billing statement to be forwarded by the Company to the Master Takaful Certificate Holder.

8.5 The Company reserves the right to establish, at the end of any Takaful Certificate Period or whenever the terms of this Takaful Certificate are changed, new Takaful Contribution rates at which subsequent Takaful Contributions shall be calculated.

#### 9. GRACE PERIOD

- 9.1. Upon receipt of the updated data at anytime, the Company shall furnish to the Master/Takaful Certificate Holder with the adjustment billing statements which comprise of the difference between the listing as per Company's record and the new updated listing given by the Master Takaful Certificate Holder. The Master Takaful Certificate Holder shall pay the Company within thirty (30) days from the date of the adjustment billing statement in the event of debit balance and alternatively, the Company shall refund any excess therefrom to the Master Takaful Certificate Holder or offset the excess against Takaful Contribution due as a result of future adjustments, if any.
- 9.2. Upon receipt of the renewal confirmation from the Master Takaful Certificate Holder, the Company shall furnish the Master Takaful Certificate Holder with the renewal billing statement, which comprise of the detail of Person(s) Covered from the Company's record at the Takaful Certificate Anniversary Date, and the total Takaful Contribution to be paid by the Master Takaful Certificate Holder. Such amount is to be paid within thirty (30) days from the date of the renewal billing statement.

#### 10. MANAGEMENT OF TAKAFUL CONTRIBUTION

- 10.1 All Fakaful Contributions will be allocated to the Personal Risk Investment Account (PRIA). From the PRIA, the Company will charge a Wakalah Fee and a portion of PRIA shall be allocated on a monthly basis as Tabarru' (donation) into the Risk Fund and be used to help other Person(s) Covered in time of misfortune.
- 10.2 The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus declared at the end of each Financial Year. The net distributable surplus arising (after deducting SAC) from the Risk Fund will be allocated in full (100%) to the Master Takaful Certificate Holder.
- 10.3 The remainder of the Takaful Contribution in the PRIA, if any, shall be invested by the Company and the profit out of this investment, if any, shall be returned to the Master Takaful Certificate Holder (through PRIA) after deducting an Investment Performance Fee of 30% from the profit. However, the Company may at its discretion deduct less than 30% from the profit as Investment Performance Fee.



- 10.4 The actual investment income is not guaranteed and as a result, the balance may fall below the total Takaful Contribution made into PRIA, or even become zero.
- 10.5 Notwithstanding the above, where there is a deficit in the Risk Fund, the Company's Shareholder would give a sum that is needed to cover the deficit through Qard (Qard repayment will be done from surplus arising from the Risk Fund in the future).
- 10.6 If there is a deficit in the Risk Eund due to the Company's negligence, then it is the responsibility of the Company to ensure that the fund is stable through outright transfer method and not deemed as an advance through the Qard.

#### 11. PRE-EXISTING CONDITION

- 11.1 Pre-Existing Condition shall mean any injury or illness
  - i) which existed or have developed symptoms prior to Effective Date of Takaful coverage; or
  - ii) where there exists manifestation of illnesses prior to Effective Date of Takaful coverage of which the Person(s) Covered was aware or should reasonably have been aware; or
  - iii) which based on normal medically accepted pathological development of the illness, such illness would have existed prior to Effective Date of the Takaful coverage.
- Notwithstanding anything to the contrary in the Takaful Certificate, no Takaful Benefits shall be payable if the death is due to Pre-Existing Condition unless at the time of death, the Person(s) Covered has been covered for more than twelve (12) months from the Effective Date of the Takaful coverage and the Person(s) Covered has duly-disclosed such injury or illness and has been fully underwritten and accepted in writing by the Company prior to the execution of the Takaful coverage:
- 113 Pre-Existing Condition will only be applicable for cases where the Sum Covered is more than the Free Cover Limit.

#### 12. COOLING-OFF PERIOD (RIGHT OF CANCELLATION)

- 12.1 Within fifteen (15) days from the date of receipt of the Takaful Certificate, Master Takaful Certificate Holder may return this Takaful Certificate to the Company and the Company shall cancel it immediately upon receipt and refund the Takaful Contribution less any medical expenses incurred by the Company.
- 12.2 Once a Master Takaful Certificate is returned to the Company and cancelled by the Company it shall be deemed not effective from the date of issue.



#### 13. ASSIGNMENTS

This takaful benefits under this Takaful Certificates hall not be subject to any assignment.

#### 14. REINSTATEMENT

If the Takaful Contribution payable is not paid within the stipulated period and remains unpaid beyond the period provided under this Takaful Certificate, the Takaful Certificate and/or the coverage in respect of the Person(s) Covered(s) shall be terminated. Notwithstanding anything to the contrary, the Takaful Certificate and /or the coverage in respect of the Person(s) Covered whichever applicable may be reinstated at the Company's discretion upon the following conditions:

- 14.1 A written application for reinstatement should be submitted by the Master Takaful Certificate Holder; and
- 14.2 Payment of all overdue Takaful Contributions; and
- 14.3 No claims have occurred between the Effective Date of Takaful coverage and date of reinstatement, provided that the reinstatement must take place within three (3) months from the termination date.

The Company has the right to request for additional Health Declaration with respect to any Person(s) Covered, whenever the Company deems fit.

#### 15. TERMINATION OF TAKAFUL COVERAGE

- 15.1. The coverage of a Person(s) Covered shall be terminated upon the earliest occurrence of the following:
  - i) on the date of termination of services or membership with the Master Takaful Certificate Holder; or
  - ii) the date on which the Person(s) Covered enters full-time military, naval or air force; or
  - iii) the date on which the Company communicates with the Master Takaful Certificate Holder on account of war, or an state of emergency, such date being determined at the discretion of the Company; or
  - iv) cessation of active work of the Person(s) Covered as defined by "Actively at Work" shall be constitute as the termination of his coverage, except:
    - a) When the Person(s) Covered is receiving full-time education or is seconded to another party who is other than the Master Takaful Certificate Holder, but not longer than thirty-six (36) months, and provided Takaful Contribution payment for the Person(s) Covered is continued; or
    - b) When the Person(s) Covered is on part-time employment, but not longer than twelve (12) months, and provided that Takaful Contribution payment for such Person(s) Covered is continued; or
    - When the Person(s) Covered is absent on account of sickness or injury whilst under the Master Takaful Certificate Holder's payroll and provided



that Takaful Contribution payment for such Person(s) Covered is continued.

Clause 15.1 (iv) shall only be applicable to Employee Benefit Schemes.

- v) On the date when the Takaful Contribution payments for the Person(s) Covered's coverage are discontinued for any cause, or when the Takaful Certificate is not renewed or where the Takaful Contribution due is not paid within the time stipulated in Clause 9.1 and 9.2, subject to the Company's discretion to reinstate under Clause 14 hereof, or
- vi) On the date of cancellation of the Takaful Certificate by either the Master Takaful Certificate Holder or the Company in accordance with Clause 8 of the Third Schedule, or
- vii) On the Person(s) Covered's attainment of hundred (100) years of age, unless accepted in writing by the Company; or
- viii) After the full amount of Sum Covered under this Takaful Certificate has been paid.
- 15.2 No Takaful Benefits shall be payable under this Master Takaful Certificate if the event giving rise to the claim takes place after the date of termination of the coverage.
- 15.3 Upon termination of the Takaful Certificate, the balance in the PRIA will be payable to the Master Takaful Certificate Holder, if any. This benefit is not guaranteed.

#### 16. DEATH CLAIMS DOCUMENTATION

In the event of a death claim, the following documents are to be submitted by the Master Takaful Certificate Holder, at its own expense, to the Company:

- 16.1 Original/Certified True Copy of the Death Certificate
- 16.2 Certified True Copy of the Identity Card of the Deceased
- 16.3 Death Claim Form to be completed by the Master Takaful Certificate Holder
- 16.4 Physician's Statement (whenever requested by the Company
- 16.5 Post-Mortem Report (whenever requested by the Company)
- 16.6 Police Report if death is due to accident
- 16.7 Letter of Appointment (whenever requested by the Company)

The Company reserves the right to request for the submission of other documents in addition to, or in lieu of, the above documents for the establishment of the claim.



## THIRD SCHEDULE

## **GENERAL PROVISIONS**

## 1. MASTER TAKAFUL CERTIFICATE

- 1.1. This Master Takaful Certificate, all the proposal, declarations including any endorsements made by the Master Takaful Certificate Holder or Person(s) Covered thereof, shall constitute the entire agreement between the parties involved. All the statements in the proposals, declarations including any endorsement made by the Master Takaful Certificate Holder or by any Person(s) Covered shall, in the absence of fraud, be deemed as representations and not warranties and no such statement shall not be void on the Master Takaful Certificate or be used in defense of a claim hereunder. All statements in the proposal, declarations including any endorsements made by the Master Takaful Certificate Holder or by any Person(s) Covered shall form the basis of the Takaful Certificate between the Master Takaful Certificate Holder and the Company and are deemed to be incorporated in the Master Takaful Certificate.
- 1.2. No intermediary is authorized to make or modify this Master Takaful Certificate, or extend the time for Takaful Contribution payment, to reinstate any lapses or forfeitures, to waive any of the Company's rights or requirements, or to bind the Company by making any promise or by accepting any representation or information not contained in the proposal and declarations in respect of this Master Takaful Certificate.
- 1.3. Only an authorized officer of the Company has the power on its behalf to issue permits or to extend the time for any Takaful Contribution payment thereon. The Company shall not be bound by any promise or representation hereto or hereafter given by any person other than the authorized officer and such approval be endorsed hereon.

# 2. AMENDMENT OF THIS MASTER TAKAFUL CERTIFICATE

- This Master Takaful Certificate may be amended or changed at any time, upon a written request made by the Master Takaful Certificate Holder and agreed by the Company without requiring any consent of the Person(s) Covered. The Master Takaful Certificate Holder shall undertake the responsibility to inform the Person(s). Covered of any amendments or changes. Any amendment or changes to this Master Takaful Certificate shall be binding on all Person(s) Covered whether covered under this Takaful Certificate prior to or on or after the date such amendment or change becomes effective.
- 2.2. The Master Takaful Certificate Holder also agree to indemnify the Company against all claims, costs and expenses that may be brought by the Person(s) Covered against the Company as a result of the said amendments or changes.

#### 3. EXCLUSIONS ON DEATH

Should the Person(s) Covered, whether sane or insane commits suicide within one (1) year from the Effective Date, dies as a result of Acquired Immune Deficiency Syndrome IKHLAS Group Term Takaful v2.0 13



(AIDS) or other sexually transmitted diseases, or dies as a result of Pre-Existing Conditions as specified in Clause 11 of Second Schedule, no Takaful Benefits shall be payable under this Master Takaful Certificate.

#### 4. RECORDS

- 4.1. The Company shall keep records of all information and relevant data concerning the Person(s) Covered.
- 4.2. The Company by its duly authorized officer shall have the right at any reasonable times to inspect all books and records of Master Takaful Certificate Holder relating to the coverage effected here under.

### 5. PAYMENT OF TAKAFUL CONTRIBUTIONS

Takaful Contributions are payable by the Master Takaful Certificate Holder in accordance with the Mode of Payment as specified in the First Schedule, in advance or within the period mutually agreed between the Company and Master Takaful Certificate Holder, to the Company either at the branches or Head Office. The first Takaful Contribution shall be payable at the Takaful Certificate Commencement Date and subsequently Takaful Contributions shall be due and payable on any dates specified and agreed upon by the Company.

### 6. FILING PROOF OF LOSS

- 6.1. On the death of the Person(s) Covered as specified in the First Schedule, the Sum Covered shall be payable, subject to the Exclusion on Risk Clause, provided written notice of the death is given to the Company not later than thirty (30) days from the date of death.
- 6.2. Failure to furnish\_notice within the time specified shall not invalidate the claim if there is sufficient evidence not to have been reasonably practicable to furnish such notice and that such notice was furnished as soon as reasonably practicable.

#### 7. RENEWAL PRIVILEGE

This Master Takaful Certificate is issued for the Takaful Certificate Period specified in the First Schedule and may be renewed by the Master Takaful Certificate Holder on any subsequent renewal date subject to the conditions hereof. Renewal of the Master Takaful Certificate automatically enforce when the payment of the required Takaful Contribution is in accordance with the terms and conditions of this Takaful Certificate. At the end of the Master Takaful Certificate Period, the Company reserves the right to vary the rates and the terms and conditions of this Master Takaful Certificate or its acceptance hereof.



## 8. TERMINATION OF MASTER TAKAFUL CERTIFICATE

- 8.1. This Master Takaful Certificate may be terminated by the Master Takaful Certificate Holder by serving at least thirty (30) days' notice by registered post to the Company's Head Office. In such event, the Master Takaful Certificate Holder shall be entitled for the balance in PRIA, if any. This benefit is not guaranteed.
- 8.2. In the event there is at least one claim lodged by the Master Takaful Certificate Holder under the Master Takaful Certificate during any Takaful Certificate Year, the Master Takaful Certificate Holder shall not terminate the Master Takaful Certificate for any reason whatsoever during such Takaful Certificate Year.
- 8.3. The Company may terminate this Master Takaful Certificate by sending thirty (30) days' notice by registered post to the Master Takaful Certificate Holder at its last known registered office. In such event, the Master Takaful Certificate Holder shall be entitled for the balance in PRIA, if any. Nonetheless, this benefit is not guaranteed by the Company.
- 8.4. Upon the termination of the Master Takaful Certificate all the unpaid Takaful Contributions due to the Company and all refunds payable to the Master Takaful Certificate Holder by the Company shall be updated and reimbursed or paid to the respective parties accordingly.

#### 9. MISSTATEMENT OF AGE

- 9.1. If the age or date of birth or other relevant facts relating to the Person(s) Covered shall be found to have been misstated and if such misstatement affects the scale of benefits or has anything to do with the terms and conditions of this Master Takaful Master Certificate, the true age and facts shall be used in determining whether coverage is in force under the terms of this Master Takaful Certificate and the benefits payable therefrom; and an equitable adjustment of Takaful Contributions shall be made.
- 9.2. Where a misstatement of age or other important facts has caused a Person(s)

  Covered to be covered hereunder when he is ineligible for any coverage, or

  where such statement has caused Person(s) Covered to remain covered when

  he would be disqualified from further coverage in accordance with the terms and

  limitations of this Master Takaful Certificate, his entire coverage shall be void.

#### 10. FRAUDULENT MISREPRESENTATION

If the Master Takaful Certificate Holder or Person(s) Covered shall give any information, particulars and declaration or make any claim knowing which is misleading, false or deceptive, whether fraudulently or otherwise, or fraudulently conceal a material fact, the Master Takaful Certificate or the Takaful coverage shall become void and have no effect.

#### 11. CONDITION PRECEDENT

The due observance of the terms and conditions and endorsements (if any) of this Master Takaful Certificate insofar as they relate to anything that needs to be done or



complied with by the Master Takaful Certificate Holder and the truth of the statements and answers in the proposal form by the Master Takaful Certificate Holder and any declarations made by the Master Takaful Certificate Holder or the Person(s) Covered, if any, shall be condition precedent to any liability of the Company to make payment under the Master Takaful Certificate.

#### 12. LAW AND INTERPRETATION

This Master Takaful Certificate shall be subject to and interpreted in accordance with the Laws of Malaysia.

The masculine gender shall include reference to the feminine gender and vice versa and the singular includes the plural, and vice versa.

## 13. GOODS AND SERVICES TAX (GST)

Any fee and/or monies payable under this Takaful Certificate are exclusive of GST unless otherwise stated as applicable according to the provision of GST Law.

## 14. COMPLAINTS

14.1 / If there is any complaints against the Company, please forward them to:

Customer Relationship Management Department Takaful Ikhlas Berhad IKHLAS Point Tower 11A, Avenue 5, Bangsar South No. 8, Jalan Kerinchi, 59200 Kuala Lumpur

Tel: 03-2723 9999

Fax: 03-2723 9998

E-mail: complaints@takaful-ikhlas.com.my

14.2 If the Master Takaful Certificate Holder not satisfied with the rejection or offer of settlement of a claim, the Master Takaful Certificate Holder may appeal to the Company. If the Master Takaful Certificate Holder still not satisfied with the decision of the Company, then the Master Takaful Certificate Holder may refer the case to the Ombudsman for Financial Services within six (6) months from the final decision of the Company. The address is as follows:



## Ombudsman for Financial Services (664393P)

(formerly known as Financial Mediation Bureau) Level 14, Main Block Menara Takaful MalaysiaNo. 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur.

Tel Fax : 603-2272.2811 : 603-2272.1577

E-mail: enquiry@ofs.org.my Website: www.ofs.org.my Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia P.O. Box 10922 50929 Kuala Lumpur

## TELEPHONE/FACSIMILE/E-MAIL

Tel: 1-300-88-5465 (1-300-88-LINK)

(Overseas: +603-2174-1717)

Fax: +603-2174-1515

E-mail: bnmtelelink@bnm.gov.my





## **FOURTH SCHEDULE**

### TOTAL AND PERMANENT DISABILITY BENEFIT

THIS SUPPLEMENTARY TAKAFUL CERTIFICATE is issued in conjunction with and shall form a part of the Master Takaful Certificate to which it is attached.

## 1. DEFINITION OF TOTAL AND PERMANENT DISABILITY

"Total and Permanent Disability" (hereinafter referred to as "TPD") shall mean disability caused by an accidental bedily injury, illness or disease which wholly prevents the Person(s) Covered from engaging in any work, business, occupation or profession for wages, compensation or profit, provided however, that such disability must last for a continuous period of not less than six (6) months in duration, and it is thereafter admitted as total and permanent. For the purpose of this Supplementary Takaful Certificate, liability of the Company shall accrue as from the date of commencement of the disability.

Notwithstanding the above, in respect of the Person(s) Covered who are dependent on others for financial support at any time of TPD, or in respect of Person(s) Covered who are unemployed or not engaged in any business or activity whatsoever from which income, profits, commissions or compensation is derived at the commencement of disability, TPD will be defined as totally unable by reasons of accident or sickness to perform independently at least three (3) of the "Activities of Daily Living" as herein after defined, without the help of a third party and in the opinion of the Company, is likely to remain permanently disabled provided that such disability must last for not less than six (6) months in duration.

## "Activities of Daily Living" shall mean:

- i) Transfer or Mobility the ability to move from one room to an adjoining room or from one side of a room to another or to get in and out of a bed or chair without requiring the physical assistance of another person;
- ii) Continence the ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- iii) Dressing putting on and taking off all necessary items of clothing without requiring any assistance of another person;
- iv) **Toileting** the ability to wash in the bath or shower, including getting in or out of bath or shower, transferring on or off the toilet and associated personal hygiene; and
- v) Eating all tasks of getting food and drinks into the body once it has been prepared.

The occurrence of any of the following shall also be considered as TPD:

- i) total and irrecoverable loss of sight of both eyes; or
- ii) loss by severance of two (2) limbs at or above wrist or ankle; or



iii) total and irrecoverable loss of the sight of one eye and loss by severance of one limb at or above wrist or ankle.

#### 2. TAKAFUL BENEFITS PAYABLE

- 2.1 If, while this Supplementary Takaful Certificate is in force, any Person(s) Covered becomes TPD as herein before defined, while covered hereunder and provided such TPD has continued for a period of six (6) consecutive months, the Company shall, subject to the provisions herein contained, pay the Master Takaful Certificate Holder the Sum Covered for TPD coverage. Notwithstanding anything to the contrary in this Supplementary Takaful Certificate, the maximum amount of TPD claim payable from the said Supplementary Takaful Certificate written with the Company for any one Person(s) Covered shall not exceed Ringgit Malaysia One Million and Five Hundred Thousand (RM 1,500,000). This takaful benefit is guaranteed by the Risk Fund.
- 2.2 Acceptance by the Company of a claim under this Supplementary Takaful Certificate and payment of TPD benefit to the Master Takaful Certificate Holder will automatically terminate the coverage of the Person(s) Covered in the Master Takaful Certificate including all other benefits applying and Supplementary Takaful Certificate thereto.

#### 3. RISKS EXCLUDED

This Supplementary Takaful Certificate shall not cover any disability caused directly or indirectly, proximately or remotely occasioned by or contributed or traceable to or arising out of or in connection with the following occurrences: -

- 3/1 Self-inflicted injury or any attempt while sane or insane:
- 3.2 Military or naval service in time of declared or undeclared war or while under orders for war like operations or restoration of public order;
- 3:3 Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the Person(s) Covered is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route or when the Person(s) Covered is a passenger of a fully-licensed aircraft or helicopter services operating in areas not serviced by a regular scheduled passenger aircraft;
- 3.4 If the Person(s) Covered is found to be infected by any Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or other sexually transmitted diseases;
- 3.5 If the Person(s) Covered is under the influence of alcohol or drugs other than in accordance with the direction of a Physician;
- 3.6 If the Person(s) Coveredparticipates in a riot, or commits a criminal offence;
- 3.7 If the Person(s) Covered is found to be involved in the act of terrorism where an act of terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether



acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;

3.8 All Pre-Existing Conditions, as stated in Clause 11 of Second Schedule, and/or related or evocative conditions except those which have been fully disclosed to and accepted in writing by the Company prior to the inception of the coverage.

#### 4. NOTICE AND PROOF OF CLAIM

- 4.1 Written notice of claim under this Supplementary Takaful Certificate must be given to the Company within thirty (30) days from the date of commencement of Disability by the Master Takaful Certificate Holder.
- 4.2 Failure to issue claim notice within the time specified shall not invalidate any claim if there is sufficient evidence to show that it would not have been reasonably practicable to issue such notice and that such notice was issued as soon as reasonably practicable.
- 4.3 No Benefits shall become payable in respect of TPD unless or until the Company have been notified as aforesaid and all necessary documents and information have been submitted to the Company. If required by the Company, the Master Takaful Certificate Holder shall require and procure that the Person(s) Covered shall undergo a medical examination by a duly qualified and registered panel Physician approved by the Company and to such medical and surgical treatment as the panel Physician so approved may consider necessary.

## 5. TERMINATION

This Supplementary Takaful Certificate in respect of any Person(s) Covered shall automatically be terminated upon the earliest of the following:-

- 5.1 if the coverage of the Person(s) Covered is terminated under Clause 15 of the Second Schedule; or
- 5.2 if the Master Takaful Certificate is terminated in accordance with Clause8 of the Third Schedule; or
- 5.3 on the anniversary of the Master Takaful Certificate immediately following the sixty-fifth (65) birthday of the Person(s) Covered; or
- 5.4 after the full payment under the Fourth Schedule have been made in accordance with Clause 2 hereof.

Termination under this Supplementary Takaful Certificate on the above clauses shall be without prejudice to any claim arising prior to such termination.



## FIFTH SCHEDULE

## ACCELERATED CRITICAL ILLNESS BENEFIT

THIS SUPPLEMENTARY TAKAFUL. CERTIFICATE is issued in conjunction with and shall form a part of the Basic Takaful Certificate to which it is attached.

#### 1. DEFINITION

"Diagnosis" shall mean the definitive diagnosis made by a Physician as hereinafter defined, based upon such specific evidence as required in the definition of each Covered Critical Illness as hereinafter defined supported by radiological, clinical, histological or laboratory evidence acceptable to the Company. In the event of any doubt regarding the appropriateness or correctness of the diagnosis, the Company shall have the Person Covered and/or any of the evidence used in arriving at such diagnosis reexamined by a Physician appointed by the Company and the opinion of such Physician as to such diagnosis shall be binding on both the Person Covered and the Company.

#### 2. BENEFITS PAYABLE

- 2.1. If, after the coverage has been in force after thirty (30) day, from the Effective Date, the Person Covered is diagnosed to have suffered from any of the Covered Critical Illness as hereinafter defined and survives for at least thirty (30) days from the date of the said diagnosis, the Company will, upon receipt of satisfactory proof of the said diagnosis, pay a lump sum payment of the amount in relation to the Critical Illness cover as stated in the First Schedule. This Takaful Benefit is guaranteed by the Risk Fund.
- 2.2. The Sum Covered of the Basic Takaful Certificate will then be reduced, by the amount of payment made under this Supplementary Takaful Certificate.

# 3. RISKS EXCLUDED TAKE

This Supplementary Takaful Certificate shall not cover any critical illness caused directly or indirectly, wholly or partly, by any one of the following occurrences:

- 3.1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war; or
- 3.2. Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
- 3.3. Any act of terrorism. For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or organization and/or to put the public, or any section of public in fear; or



- 3.4. Cause by or consequent upon suicide or attempted suicide or willful self-injury or indulgence in alcohol or narcotics or drugs or insanity or arising from venereal disease; or
- 3.5. Disability sustained by the Person Covered whilst entering, operating or servicing, ascending or descending from or with any aerial device or conveyance including sky diving, parachuting, bungee jumping, hang-gliding or ballooning except while the Person Covered is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route; or
- 3.6. Any breach of the law by the Person Covered or any assault provoked by him; or
- 3.7. Injury caused by nuclear fission, nuclear fusion, nuclear weapons material or radioactive contamination; or
- 3.8. Any pre-existing conditions arising prior to inception of coverage; or
- 3.9. If the disease is diagnosed within thirty (30) days from the issue date of this Supplementary Takaful Certificate or date of reinstatement, whichever is later, except for Accidental causes; or
- 3.10. For Person Covered who is a juvenile, any congenital defects/damages are specifically excluded.

#### 4. COVERED CRITICAL ILLNESS

## 4.1. General Terms

- I. Irreversible means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.
- II. Permanent means expected to last throughout the lifetime of the Person Covered
- III. Permanent neurological deficit with persisting clinical symptoms means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Person Covered. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

#### IV. Activities of Daily Living (ADL) are as follows:

(i) Transfer

Getting in and out of a chair without requiring physical assistance.

## (ii) Mobility

The ability to move from room to room without requiring any physical assistance.



#### (iii) Continence

The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.

## (iv) Dressing

Putting on and taking off all necessary items of clothing without requiring assistance of another person.

## (v) Bathing/Washing

The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means.

## (vi) Eating,

All tasks of getting food into the body once it has been prepared.

V. Assessment Period means the period during which the Takaful operator will assess a condition before deciding whether or not the condition qualifies as being permanent. The assessment period will be for the minimum period time frame stated in the relevant definition and will not be longer than twelve (12) months (provided all required evidence has been submitted).

#### 4.2. Critical Illness Definitions

# 4.2.1. Stroke - resulting in permanent neurological deficit with persisting clinical symptoms

Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.

For the above definition, the following are not covered:

- (i) Transient ischemic attacks 🔑
- (iii) Cerebral symptoms due to migraine
- (iii) Traumatic injury to brain tissue or blood vessels
- (iv) Vascular disease affecting the eye or optic nerve or vestibular functions

## 4.2.2. Heart Attack – of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (i) A history of typical chest pain;
- (ii) New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- (iii) Elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:
  - Cardiac Troponin T or Cardiac Troponin I > / = 0.5 ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.



For the above definition, the following are not covered:

- occurrence of an acute coronary syndrome including but not limited to unstable angina.
- a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

## 4.2.3. Kidney Failure – requiring dialysis or kidney transplant

End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

## 4.2.4. Cancer of specified severity and does not cover very early cancers

Any/malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) All cancers which are histologically classified as any of the following:
  - pre-malignant
  - non-invasive
  - carcinoma in situ
  - having borderline malignancy
  - having malignant potential
- (ii) All tumours of the prostate histologically classified as T1N0M0 (TNM classification)
- (iii) All tumours of the thyroid histologically classified as T1N0M0 (TNM classification)
- (iv) All tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification)
- (v) Chronic Lymphocytic Leukemia less than RAI Stage 3
- (vi)-All cancers in the presence of HIV
- (vii) Any skin cancer other than malignant melanoma

## 4.2.5. Coronary Artery By-Pass Surgery

Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of coronary artery by pass grafting.

For the above definition, the following are not covered:

- (i) angioplasty;
- (ii) other intra-arterial or catheter based techniques;
- (iii) keyhole procedures;
- (iv) laser procedures.

## 4.2.6. Serious Coronary Artery Disease

The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their



branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non- invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This covered event is payable regardless of whether or not any form of coronary artery surgery has been performed.

## 4.2.7. Angioplasty and other invasive treatments for coronary artery disease

The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.

Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Supplementary Takaful Certificate subject to a maximum of RM25,000. This covered event is payable once only and shall be deducted from the amount of this Contract, thereby reducing the amount of the Lump Sum Payment which may be payable.

## 4.2.8. End-Stage Liver/Failure

End-stage liver failure as evidenced by all of the following:

- Permanent jaundice;
- Ascites (excessive fluid in peritoneal cavity); and
- Hepatic encephalopathy.

Liver failure secondary to alcohol or drug abuse is not covered.

## 4.2.9. Fulminant Viral Hepatitis

A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:

- (i) A-rapidly decreasing liver size as confirmed by abdominal ultrasound;
- (ii) Necrosis involving entire lobules, leaving only a collapsed reticular framework:
- (iii) Rapidly deteriorating liver functions tests, and
- (iv) Deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

# 4.2.10. Coma – resulting in permanent neurological deficit with persisting clinical symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously for at least ninety six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit



with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.

The following is not covered:

(i) Coma resulting directly from alcohol or drug abuse

## 4.2.11. Benign Brain Tumor - of specified severity

A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:

- (i) It is life threatening;
- (ii) It has caused damage to the brain;
- (iii) It has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
- (iv) Its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques.

The following are not covered:

- (i) Cysts
- (ii) Granulomas
- (iii) Malformations in or of the arteries or veins of the brain
- (iv) Hematomas
- (v) Tumours in the pituitary gland
- (vi) Tumours in the spine
- (vii) Tumours of the acoustic nerve

## 4.2.12. Paralysis of limbs

Total, permanent and irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.

## 4.2.13, Blindness - Permanent and Irreversible

Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

## 4.2.14. Deafness – Permanent and Irreversible

Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than 80 decibels across all frequencies of hearing in both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

## 4.2.15. Third Degree Burns – of specified severity

Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.

#### 4.2.16. HIV Infection Due To Blood Transfusion



Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:

- The blood transfusion was medically necessary or given as part of a medical treatment;
- (ii) The blood transfusion was received in Malaysia or Singapore after the commencement of the Supplementary Takaful Certificate;
- (iii) The source of the infection is established to be from the institution that provided the blood transfusion and the institution is able to trace the origin of the HIV tainted blood;
- (iv) The Person Covered does not suffer from haemophilia; and
- (v) The Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.

## 4.2.17. End-Stage Lung Disease

End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:

- (i) The need for regular oxygen treatment on a permanent basis;
- (ii) Permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than 1 liter during the first second;
- (iii) Shortness of breath at rest; and
- (iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.

# 4-2.18. Encephalitis – resulting in permanent inability to perform Activities of Daily Living

Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The covered event must be certified by a neurologist?

Encephalitis in the presence of HIV infection is not covered.

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## 4.2.19. Major Organ / Bone Marrow Transplant

The receipt of a transplant of

- Human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- One of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.

Other stem cell transplants are not covered.

#### 4.2.20. Loss of Speech

Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. Medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat specialist.



All psychiatric related causes are not covered.

## 4.2.21. Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy (surgical opening of skull) is performed.

For the above definition, the following are not covered:

- (i) Burr hole procedures
- (ii) Transphenoidal procedures
- (iii) Endoscopic assisted procedures or any other minimally invasive procedures
- (iv) Brain surgery as a result of an accident.

## 4.2.22. Heart Valve Surgery

The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:

- (i) Repair via intra-arterial procedure
- (ii) Repair via key-hole surgery or any other similar techniques.

## 4.2.23. Loss of Independent Existence

Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.

# 4.2.24. Bacterial Meningitis - resulting in permanent inability to perform Activities of Daily Living

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies

The diagnosis must be confirmed by:

- (i) an appropriate specialist, and
- (ii) the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

For the above definition, other forms of meningitis, including viral meningitis are not covered.

# 4.2.25. Major Head Trauma - resulting in permanent inability to perform Activities of Daily Living

Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an



inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.

## 4.2.26. Chronic Aplastic Anemia - resulting in permanent Bone Marrow Failure

Irreversible permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:

- (i) Regular blood product transfusion;
- (ii) Marrow stimulating agents;
- (iii) Immunosuppressive agents; or
- (iv) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

# 4.2.27. Motor Neuron Disease—permanent neurological deficit with persisting clinical symptoms

A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral scierosis or primary lateral scierosis. There must be permanent neurological deficit with persisting clinical symptoms.

# 4.2.28. Parkinson's Disease – resulting in permanent inability to perform Activities of Daily Living

A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:

- (i) Cannot be controlled with medication;
- (ii) Shows signs of progressive impairment; and
- (iii) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.

### 4.2.29. Alzheimer's Disease/Severe Dementia

Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The covered event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The diagnosis must be clinically confirmed by a neurologist.

From the above definition, the following are not covered:

- (i) Non organic brain disorders such as neurosis:
- (ii) Psychiatric illnesses;
- (iii) Drug or alcohol related brain damage.



## 4.2.30. Muscular Dystrophy

The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:

- (i) Clinical presentation of progressive muscle weakness;
- (ii) No central / peripheral nerve involvement as evidenced by absence of sensory disturbance;
- (iii) Characteristic electromyogram and muscle biopsy findings.

No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.

## 4.2.31. Surgery to Aorta

The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- (i) angioplasty;
- (ii) other intra-arterial or catheter based techniques;
- (iii) other keyhole procedures;
- (iv) laser procedures.

## 4.2.32. Multiple Sclerosis

A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:

- (i) Investigations which confirm the diagnosis to be Multiple Sclerosis;
- (ii) Multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and
- (iii) Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

## 4.2.33. Primary Pulmonary Arterial Hypertension — of specified severity

A definite diagnosis of primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:



- Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort.
   Symptoms may be present even at rest.

## 4.2.34. Medullary Cystic Disease

A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

## 4.2.35. Cardiomyopathy - of specified severity

A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association's classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

- Class III: Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.
- Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Cardiomyopathy directly related to alcohol or drug abuse is not covered.

## 4.2.36. Systemic Lupus Erythematosus With Severe Kidney Complications

A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.

For this definition, the covered event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy Other forms such as discoid lupus or those forms with only haematological or joint involvement are not covered.

WHO Lupus Classification:

Type III: Focal Segmental glomerulonephritis

Type IV: Diffuse glomerulonephritis

Type V: Membranous glomerulonephritis

#### 5. NOTICE AND PROOF OF CLAIM

5.1. Written notice of claim under this Supplementary Takaful Certificate must be given to the Company within thirty (30) days from the date Critical Illness was diagnosed.



- 5.2. Failure to furnish claim notice within the time specified shall not invalidate any claim if there is sufficient evidence to show that it would not have been reasonably practicable to furnish such notice and that such notice was furnished as soon as reasonably practicable.
- 5.3. No Takaful benefit shall become due in respect of a Critical Illness unless or until the Company shall have been notified as aforesaid and all necessary documents and information have been submitted to the Company. If required by the Company, the Master Takaful Certificate Holder shall require and procure that the Person Covered shall undergo a medical examination by a duly qualified and registered panel Physician so approved by the Company and to such medical and surgical treatment as the panel Physician so approved may consider necessary.

## 6. TERMINATION

This Supplementary Takaful Certificate in respect of any Person Covered shall automatically terminate upon the earliest of the following:-

- 6.1 if/the coverage of the Person Covered is terminated under Clause 15 of the Second Schedule [if attached to GTT] / Clause 14 of the Second Schedule [if attached to Flexi-EB]; or
- 6.2 / if the Basic Takaful Certificate is terminated in accordance with Clause 8 of the Third Schedule [if attached to GTT] Clause 9 of the Third Schedule [if attached to Flexi-EB]; or
- 6.3/ on the anniversary of the Basic Takaful Certificate immediately following the sixty-fifth (65) birthday of the Person Covered; or
- 6.4 after the full payment of benefits under the Fifth Schedule have been made in accordance with Clause 2 hereof.

Termination under this Provision shall be without prejudice to any claim arising prior to such termination.















## SIXTH SCHEDULE

## **IMMEDIATE DEATH EXPENSES BENEFIT**

THIS SUPPLEMENTARY TAKAFUL CERTIFICATE is issued in conjunction with and shall form a part of the Basic Takaful Certificate to which it is attached.

### 1. DEFINITION

"Person Covered" shall mean Person Covered, Spouse or Children covered under this Supplementary Takaful Certificate as stated in the First Schedule.

#### 2. BENEFITS PAYABLE

- 2.1. In the event of death of Person Covered, the Company shall pay upon satisfactory proof, the benefits specified in the First Schedule, upon receipt of a satisfactory proof.
- 2.2. One of these following documents is considered as a valid proof by the Company /to pay the Immediate Death Expense benefits.
  - ) Original/Certified True Copy of Death Certificate; or
  - ii) Original/Certified True Copy Funeral or Burial Permit.

## 3. TERMINATION

This Supplementary Takaful Certificate in respect of any Person Covered shall automatically terminate upon the earliest of the following:-

- 3.1. if the coverage of the Person Covered is terminated under Clause 15 of the Second Schedule [if attached to GTT] / Clause 14 of the Second Schedule [if attached to Flexi-EB]; or
- 3.2. if the Basic Takaful Certificate is terminated in accordance with Clause 8 of the Third Schedule [if attached to GTT] Clause 9 of the Third Schedule if attached to Flexi-EB]; or
- 3.3. on the anniversary of the Basic Takaful Certificate immediately following the hundred (1.00) birthday of the Person Covered;

Termination under this Provision shall be without prejudice to any claim arising prior to such termination.



