

This **Master Certificate** is issued to cover the customers of the **Master Certificate Owner** who agreed to participate in Takaful Kasih Plus (“TKP”) managed by **Us**, pursuant to **Your** and the **Person Covered**’s application and the payment of the necessary **Contribution**. This **Master Certificate** shall take effect on the **Effective Date**. The terms and conditions on this page and the subsequent pages, any amendment or **Endorsement** or annexure included at issue or at a later date will form part of this **Master Certificate**.

**You** and the **Person Covered** agree to participate in Takaful Kasih Plus and pay the **Contribution** into the **General Takaful Fund (“GTF”)** based on **Tabarru’**. **You** and the **Person Covered** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

**You** and the **Person Covered** also agree that any surplus arising from the **GTF** will be kept in the **GTF** and if the **GTF** is in deficit, an interest-free loan will be provided by **Us** to the **GTF** based on **Qard**.

## PART A : DEFINITIONS

In this **Master Certificate** where the context states the masculine gender shall be deemed to include the feminine, and likewise, singular word shall be deemed to include the plural and vice versa, and the following words and expressions shall be deemed to have the following meanings:

1. “**Accident**” means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other causes, be the sole cause of **Bodily Injury** to the **Person Covered**. This is extended to cover **Bodily Injury** as a result of exposure to the elements of natural perils. This does not include any sickness, disease, bacterial or viral infection, naturally occurring condition or degenerative process.
2. “**Act of Terrorism**” means an act, including but not limited to the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization or government(s) which is committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. “**Bodily Injury**” means bodily injury solely caused by **Accident**, occurring whilst the coverage of the **Person Covered** under this **Master Certificate** is in force.
4. “**Certificate Anniversary**” means the anniversary of the **Effective Date**.
5. “**Contribution**” refers to the amount payable as stated in the **Schedule** or in subsequent **Endorsement** issued by **Us**.
6. “**Endorsement**” means a written of any alteration, amendments or changes made to this **Master Certificate**.
7. “**Effective Date**” refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under this **Master Certificate** has become effective as stated in the **Schedule** or in a subsequent **Endorsement** issued by **Us**.
8. “**General Takaful Fund**” or “**GTF**” refers to a fund established to pool a portion of contributions paid by participants, on the basis of **Tabarru’** for the purpose of meeting claims associated with events or risks specified in this **Master Certificate**. This fund is collectively owned by the pool of participants.
9. “**Hibah**” refers to a transfer of ownership of an asset from a donor to a recipient without any consideration. Under this **Master Certificate**, the **Nominee** may receive the benefits payable under this **Master Certificate** based on **Hibah** if the **Nominee** is a beneficiary under conditional **Hibah**.
10. “**Hospital**” means only an establishment duly constituted and registered as a **Hospital** for the care and treatment of sick and injured person as paying bed-patients, and which:
  - a) has facilities for diagnosis and major surgery;
  - b) provides twenty-four (24) hours a day nursing services by registered and graduate nurses;
  - c) is under the supervision of a **Medical Practitioner**; and
  - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.

11. “**Hospitalised**” means admission for more than twenty-four (24) hours to a **Hospital** as a registered in-patient for medically necessary treatments due to an **Accident** and upon recommendation of a **Medical Practitioner**. A patient shall not be considered as an in-patient if the patient does not physically stay in the **Hospital** for the whole period of the confinement.
12. “**Loss of Hearing**” means total, permanent and irrecoverable loss of hearing as a result of an **Accident** to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in one or both ears. Medical evidence in the form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.
13. “**Loss of Limb**” means complete severance between wrist and shoulder for an arm, or between ankle and hip for a leg, or total and permanent loss of use of an entire hand, arm, foot or leg.
14. “**Loss of Sight**” means total and irrecoverable loss of eyesight rendering the **Person Covered** legally blind and beyond remedy by surgical or other treatment.
15. “**Loss of Speech**” means permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
16. “**Master Certificate**” means this **Master Certificate** wording, **Schedule**, any **Endorsement** and any amendment to it, issued by **Us**.
17. “**Master Certificate Owner**” refers to Bank Pertanian Malaysia Berhad [200801010522 (811810-U)] (also known as Agrobank) to which this **Master Certificate** has been issued in respect of coverage provided to the **Person Covered** under this **Master Certificate**.
18. “**Medical Practitioner**” means a registered **Medical Practitioner** qualified and licensed to practice western medicine and who, in rendering such treatment is practising within the scope of his licensing and training in the geographical area of practice, but excluding a **Medical Practitioner** who is the **Person Covered** himself.
19. “**Nominee**” means the person(s) that the **Person Covered** has nominated to receive the **Takaful** benefit payable under this **Master Certificate** upon the **Person Covered**’s death. The nomination must be registered with **Us**.
20. “**Period of Takaful**” in respect of any **Person Covered** means the one (1) calendar year commencing from the **Effective Date** or the **Certificate Anniversary** as stated in the **Schedule**.
21. “**Permanent Disablement**” means the conditions which are described under the Scale of Indemnity. Such condition must continue uninterrupted for a continuous period of six (6) months and verified by the **Medical Practitioner** to be beyond hope of recovery.
22. “**Person Covered**” means the person who is covered under this **Master Certificate** as named in the **Schedule**, who is residing in Malaysia and who is aged between fifteen (15) days until seventy-four (74) years, both ages inclusive at the time of **Effective Date**, and must be:
  - a) a Malaysian citizen; or
  - b) a permanent resident of Malaysia; and
  - c) the customer of the **Master Certificate Owner**.
23. “**Plan**” refers to type of plan selected by the **Person Covered** and as stated in the **Schedule**.
24. “**Pre-Existing Condition**” means disabilities that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of this **Takaful** coverage. A **Person Covered** may be considered to have reasonable knowledge of a **Pre-Existing Condition** where the condition is one (1) for which:
  - a) the **Person Covered** had received or is receiving treatment;
  - b) medical advice, diagnosis, care or treatment has been recommended;
  - c) clear and distinct symptoms are or were evident; or
  - d) its existence would have been apparent to a reasonable person in the circumstances.

25. “**Qard**” refers to a contract of lending money by a lender to a borrower where the latter is bound to repay an equivalent replacement amount to the lender. Under this **Master Certificate**, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
26. “**Schedule**” refers to the document as issued to **You** and the individual card issued to the **Person Covered** which contains details of the **Takaful** coverage provided to **You** and the **Person Covered** under this **Master Certificate**.
27. “**Sum Covered**” means the maximum amount of coverage **We** will pay in the event of claim(s) in respect of the benefits of the **Plan**.
28. “**Tabarru**” means donation for charitable purposes. Under this **Master Certificate**, the **Person Covered** donate a portion of the **Contribution** to the **GTF** based on **Tabarru**’ to help other participants. **Tabarru**’ takes into effect when the **Person Covered** contribute to the **GTF**.
29. “**Takaful**” refers to a mutual assistance scheme based on the principles of brotherhood, solidarity and cooperation where each participant agrees to contribute a sum(s) of money on the basis of **Tabarru**’ into a common fund to provide financial assistance payable to the participant, the **Person Covered** or the beneficiary on the occurrence of pre-defined events.
30. “**Wakalah**” refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee. Under this **Master Certificate**, **You** and the **Person Covered** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, **We** will receive a **Wakalah** fee.
31. “**We**” or “**Our**” or “**Us**” refers to Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)].
32. “**You**” or “**Your**” refers to the **Master Certificate Owner**.

## PART B : BENEFITS

While this **Master Certificate** is in force and upon receipt and approval of due proof that the **Person Covered** sustains **Bodily Injury** at any time during the **Period of Takaful** and subject to the terms and conditions of this **Master Certificate**, **We** will pay the following benefit(s) to the **Person Covered** or in the event of the **Person Covered**'s death, to the **Nominee** or the **Person Covered**'s legal personal representative(s) and the receipt by the **Person Covered**, the **Nominee** or the **Person Covered**'s legal personal representative(s) shall in all respects be an effective discharge to **Us**.

All benefits specified below will be payable from the **GTF**.

No.	Benefits	Definition of the Benefits
1	Death	<b>We</b> will pay the <b>Sum Covered</b> stated in the <b>Schedule</b> in the event the <b>Person Covered</b> sustains <b>Bodily Injury</b> which directly and independently of all other causes resulted in death within twelve (12) months from the date of <b>Accident</b> .
2	Permanent Disablement	<b>We</b> will pay the percentage amount of <b>Sum Covered</b> as stated in the Scale of Indemnity in the event the <b>Person Covered</b> sustains <b>Bodily Injury</b> which directly and independently of all other causes resulted in <b>Permanent Disablement</b> within twelve (12) months from the date of <b>Accident</b> .  The total percentage payable under this benefit in respect of any one <b>Accident</b> or any one <b>Period of Takaful</b> shall not exceed one hundred percent (100%). In the event a total of one hundred percent (100%) of the <b>Sum Covered</b> have been paid, this benefit shall immediately cease to be in force in respect of the <b>Person Covered</b> .
3	Funeral Expenses	<b>We</b> will pay the <b>Sum Covered</b> stated in the <b>Schedule</b> in the event of death of the <b>Person Covered</b> due to an <b>Accident</b> , provided that the claim is payable under Benefit 1 of Part B.
4	Medical Expenses	<b>We</b> will reimburse the medical expenses incurred at any registered clinic and/or <b>Hospital</b> up to the <b>Sum Covered</b> stated in the <b>Schedule</b> per <b>Accident</b> per year in the event the <b>Person Covered</b> sustains <b>Bodily Injury</b> requiring medical treatment(s), provided that the first medical expense is incurred within fourteen (14) days from the date of <b>Accident</b> and the subsequent medical expenses are incurred not more than twelve (12) calendar months from the date of <b>Accident</b> . Such medical treatment(s) must be provided by a <b>Medical Practitioner</b> .  The medical expenses shall also include costs of wheelchair, crutches and artificial arm or leg as long as they are recommended by a <b>Medical Practitioner</b> .  The medical expenses shall exclude medical report fee and/or other non-medical nature, such as lodger, television, telephones, broadband services, radios or similar facilities, admission kit/pack, and other ineligible non-medical items.
5	Hospital Allowance (up to thirty (30) days)	<b>We</b> will pay the <b>Sum Covered</b> stated in the <b>Schedule</b> if the <b>Person Covered</b> is <b>Hospitalised</b> due to an <b>Accident</b> up to a maximum of thirty (30) days per <b>Accident</b> per year provided that the hospitalisation of the <b>Person Covered</b> occurs within twelve (12) months from the date of <b>Accident</b> .

**Scale of Indemnity – Applicable to Benefit 1 and 2 of Part B**

<b>Benefit</b>	<b>Scale of Indemnity</b>	<b>Percentage (%) of Sum Covered</b>
<b>1</b>	<b>DEATH</b>	100
<b>2</b>	<b>PERMANENT DISABLEMENT</b>	
<b>2.1</b>	<b>TOTAL AND PERMANENT DISABLEMENT (TPD)</b>	
	Loss of two limbs at or above the wrist or ankle	100
	Loss of sight of one eye and loss of one limb at or above the wrist or ankle	100
	Total paralysis of two limbs	100
	Total paralysis or injuries resulting in being permanently bedridden	100
<b>2.2</b>	<b>PARTIAL PERMANENT DISABLEMENT (PPD)</b>	
	<b>Loss of leg</b>	
	at or above knee	75
	below knee and above ankle	65
	<b>Shortening of leg by (cm)</b>	
	0-1.9	nil
	2-2.9	2-3
	3-3.9	4-5
	4-4.9	6-7
	5	8
	<b>Loss of foot</b>	
	at ankle (Syme amputation)	55
	midfoot amputation	35
	first metatarsal	10
	other metatarsals, each	4
	<b>Loss of toe</b>	
	all toes at metatarsophangeal (MTP) joint	15
	great toe - both phalanges	5
	great toe - one phalanx	2
	other than great toe, each toe lost	1
	<b>Loss of hand</b>	
	above wrist	60
	at wrist	55
	<b>Loss of finger</b>	
	four fingers and thumb of one hand	54
	four fingers	32
	<b>Loss of thumb</b>	
	one phalanx	10
	both phalanges	25
	both phalanges and first metacarpal	28
	<b>Loss of index finger</b>	
	one phalanx	2
	both phalanges	8
	three phalanges	10
	three phalanges and second metacarpal	13

<b>Loss of middle finger</b>	
one phalanx	2
both phalanges	4
three phalanges	6
three phalanges and third metacarpal	8
<b>Loss of Ring Finger</b>	
one phalanx	2
both phalanges	3
three phalanges	5
three phalanges and fourth metacarpal	7
<b>Loss of Little Finger</b>	
one phalanx	2
both phalanges	3
three phalanges	4
three phalanges and fifth metacarpal	6
<b>Loss of Metacarpal</b>	
first or second	3
third, fourth or fifth	2
<b>Loss of Sight</b>	
one eye	47
both eyes	85
<b>Loss of Hearing</b>	
one ear	15
both ears	35
<b>Loss of speech</b>	35

**Notes: -**

1. Permanent loss of use of any part of the body as stated in the Scale of Indemnity shall be treated as **Permanent Disablement** of that part of the body.
2. Where there is loss of two or more parts of the finger/toe and/or hand/foot, the percentage shall not be more than the loss of the whole finger/toe and/or hand/foot.
3. Where the injury is not specified in the Scale of Indemnity above, **We** reserve the rights to adopt a percentage of disablement which in **Our** opinion is consistent with the provisions of the Scale of Indemnity.
4. The aggregate of all percentages payable in respect of any one **Accident** shall not exceed one hundred percent (100%). In the event a total loss of one hundred percent (100%) have been paid, all coverages under Benefits 1 and 2 of Part B shall immediately cease to be in force in respect of that **Person Covered**.
5. If payment of Benefit 2 of Part B is less than one hundred (100%), it shall reduce the **Sum Covered** of the **Person Covered** under Benefits 1 and 2 of Part B by that amount until the expiry of the **Period of Takaful**.

## PART C: SCHEDULE OF BENEFITS

No	Plan	TKP1	TKP2	TKP3	TKP4	TKP5	TKP6
	Benefits	Sum Covered (RM)					
1.	Death	10,000	20,000	50,000	100,000	200,000	300,000
2.	Permanent Disablement	10,000	20,000	50,000	100,000	200,000	300,000
3.	Funeral Expenses	1,000	2,000	3,000	4,000	5,000	6,000
4.	Medical Expenses	600	1,500	2,500	3,000	3,500	4,000
5.	Hospital Allowance (up to thirty (30) days)	10 per day	20 per day	30 per day	50 per day	100 per day	150 per day

## PART D: EXCLUSIONS

We shall not pay for any consequence whatsoever which is the direct or indirect result of any of the following:

- 1) **Pre-existing Condition.**
- 2) Insanity, suicide (whether sane or insane), intentional self-inflicted injuries or any attempt thereof.
- 3) Illness, disease, bacterial or viral infections even if contracted accidentally.
- 4) Effect or influence of drugs or alcohol.
- 5) Sexually transmitted infections, human immunodeficiency virus (HIV) or any HIV-related illness including acquired immunity deficiency syndrome (AIDS) or any mutant derivatives or variations of this however they are caused.
- 6) Pregnancy, childbirth, abortion, miscarriage or all complications or death arising from these conditions.
- 7) Provoked murder or assault.
- 8) While committing or attempting to commit any unlawful or criminal act, participation in, attempt at, or acting as an accessory to, any crime which involves deliberate criminal intent or action.
- 9) While travelling in an aircraft, shipping vessel or railway vehicle as a member of the crew, except only as a farepaying passenger in an aircraft, shipping vessel or railway vehicle licensed for passenger service.
- 10) Whilst participating in professional sports and/or hazardous activities including but not limited to hunting, mountaineering, rock or cliff climbing, ice-hockey, polo playing, steeple chasing, winter sports, yachting, caving, potholing, whitewater rafting, sky diving, cliff diving, bungee jumping, water-ski jumping, under-water activities exceeding 50 meters in depth, martial arts, boxing, wrestling, aerial activities such as parachuting, parascending, paragliding and hang-gliding, coasteering, or participation in any form of race or competition other than on foot.
- 11) Individuals such as airlines personnel, aviation crews, ship crews, personnel in the regular armed forces, any law enforcement forces, policemen, armed security guards, firemen, fishermen, divers, professional motor racers and sportsmen whilst engaged in their professional racing/sporting activity, building demolition workers, jockeys, logging workers, oil rigs workers, quarry workers, underground tunnel and mine workers, marine salvage crews, individuals directly involved in making or handling explosives or munitions or fireworks, tree fellers, window cleaners of high-rise buildings, despatch riders and other hazardous and dangerous occupations in the course of their works or whilst on duty.
- 12) Nuclear energy or radioactivity of any kind including but not limited to ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear weapons material.
- 13) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, strike, riot, civil commotion, military or popular uprising, when the **Person Covered** is taking part therein.
- 14) An **Act of Terrorism** solely resulting from the utilization of nuclear, chemical or biological weapons, devices or substances as a means of force, violence or mass destruction or howsoever distributed or combined, when the **Person Covered** is taking part therein.
- 15) Cosmetic (aesthetic) or plastic surgery or treatment, or any treatment which relates to except medically necessary facial reconstructive surgery carried out to restore function or appearance after an **Accident**.
- 16) This **Master Certificate** does not cover any claim(s) as a result of epidemics and/or pandemics as declared by the World Health Organization or any governmental authority in Malaysia.

## PART E: GENERAL PROVISIONS

### 1. THE CONTRACT

The **Master Certificate** wording, **Schedule** and all relevant documentary declarations and/or statements that make up this **Master Certificate** together with any **Endorsement** issued by **Us**, will form the entire contract between the **Master Certificate Owner**, the **Person Covered** and **Us**. All statements made will be representations and not warranties. In the case it is evidenced that the statements made by the **Master Certificate Owner** or the **Person Covered** are fraudulent or misrepresentation made by the **Master Certificate Owner** or the **Person Covered** was deliberate or reckless, **We** reserve the right to declare that the contract is void.

If there is any further change made to the contract, it has to be approved and signed by **Our** authorised officer.

### 2. DUTY OF DISCLOSURE

#### a) For Consumer Takaful Contract

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** or the **Person Covered** is applying for this **Takaful** wholly for purposes unrelated to **Your** or the **Person Covered's** trade, business or profession, **You** or the **Person Covered** has a duty to take reasonable care not to make any misrepresentation in answering the questions when **You** or the **Person Covered** applies for this plan. **You** or **Person Covered** must answer the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of **Your** or the **Person Covered's** contract of **Takaful**, refusal or reduction of **Your** or the **Person Covered's** claim(s), change of the terms or termination of **Your** or the **Person Covered's** contract of **Takaful**. The above duty of disclosure shall continue until the time **Your** or the **Person Covered's** contract of **Takaful** is entered into, varied or renewed with **Us**. In addition to answering the questions when **You** or the **Person Covered** applies for this plan, **You** or the **Person Covered** is required to disclose any other matter that **You** or the **Person Covered** knows to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied. **You** or the **Person Covered** also has a duty to tell **Us** immediately if at any time after **Your** or the **Person Covered's** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information provided when **You** or the **Person Covered** applied for this plan is inaccurate or has changed.

#### b) For Non-Consumer Takaful Contract

Pursuant to Paragraph 4(1) of Schedule 9 of the Islamic Financial Services Act 2013, if **You** or the **Person Covered** is applying for this **Takaful** for a purpose related to your trade, business or profession, **You** or the **Person Covered** has a duty to disclose any matter that **You** or the **Person Covered** knows to be relevant to **Our** decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant, otherwise it may result in avoidance of **Your** or the **Person Covered's** contract of **Takaful**, refusal or reduction of **Your** or the **Person Covered's** claim(s), change of terms or termination of **Your** or the **Person Covered's** contract of **Takaful**. The above duty of disclosure shall continue until the time **Your** or the **Person Covered's** contract of **Takaful** is entered into, varied or renewed with **Us**. **You** or the **Person Covered** also has a duty to tell **Us** immediately if at any time after **Your** or the **Person Covered's** contract of **Takaful** has been entered into, varied or renewed with **Us** any of the information given in the Proposal Form (or when **You** or the **Person Covered** applied for this **Takaful**) is inaccurate or has changed.

### 3. GEOGRAPHICAL TERRITORY

All benefits provided in this **Master Certificate** are applicable worldwide, twenty-four (24) hours a day, unless stated otherwise.

### 4. ELIGIBILITY

To be eligible under this **Takaful**, the person must be:

- (a) a customer of **Master Certificate Owner**; and
- (b) a Malaysian citizen; or
- (b) a permanent resident of Malaysia who is legally residing in Malaysia throughout the **Period of Takaful**.

In addition to the above, the person must satisfy the following age requirements i.e. Age Next Birthday (ANB) on the **Effective Date of Period of Takaful** as stated in the **Schedule**:

- (a) minimum entry ANB is fifteen (15) days
- (b) maximum entry ANB is seventy-five (75) years old.

The person eligible for this **Takaful** will be required to complete the application form to be submitted to **Us**. **We** have the right to either accept or reject any application subject to **Our** underwriting requirements.

**5. PROOF OF AGE**

Proof of age of the **Person Covered** will be required by **Us** before any benefit is payable under this **Master Certificate** unless this information has been previously verified and confirmed by **Us** to be correct.

**6. MISSTATEMENT OF AGE**

If at the true age, the **Person Covered** is not eligible to be covered under this **Master Certificate**, the coverage will be treated as void and **Our** liability will be limited to the refund of the **Contribution** paid without profit.

**7. PAYMENT OF CONTRIBUTION – CASH BEFORE COVER**

The **Person Covered** must pay the **Contribution** before the coverage under this **Master Certificate** can take effect.

**8. WAKALAH FEE**

The **Wakalah** fee chargeable under this **Master Certificate** is sixty percent (60%) of the **Contribution**. The **Wakalah** fee will be deducted upfront upon payment of the **Contribution**.

**9. MANAGEMENT OF FUND**

Pursuant to the authorization given to **Us** by **You**, the **Person Covered** and the rest of the participants, **We** will manage the **GTF** in accordance with Shariah and in a manner that preserve the interest of the participants. **We** have the discretion to conduct any actions deemed necessary for the benefits of the participants and the fund, including but not limited to investing the fund and securing adequate Retakaful, subject to Shariah and regulatory requirements.

**10. DISTRIBUTION OF SURPLUS**

Any surplus arising from the **GTF** will be kept in **GTF** to prepare and provide for any unfavourable claims experience.

**11. DEFICIENCY & LOSS RECTIFICATION**

If the **GTF** is in deficit, **We** will provide an interest-free loan to the **GTF** based on **Qard** to rectify the deficit. Any profit arising from the loan will be owned by **GTF** (pool of participants) and the loan will be repaid when the **GTF** returns to surplus position. **We** may waive **Our** rights to receive the repayment of the loan. If the **GTF** is in deficit or suffers loss due to **Our** mismanagement or negligence, **We** will make an outright transfer to rectify the deficit or loss.

**12. NOTICE**

Any correspondence, notice, request, instruction required by **Us** must be in writing, whether by written notice or via electronic means.

**13. ALTERATIONS**

**We** reserve the right to vary the terms and provisions of this **Master Certificate** by giving **You** and/or the **Person Covered** thirty (30) days advance written notice. Such alteration will be applicable from the next **Certificate Anniversary** immediately following the expiry of the thirty (30) days advance written notice. No changes to this **Master Certificate** will be valid unless approved, endorsed and signed by **Our** authorised officer.

**14. NOMINATION**

- a) The **Person Covered** may nominate any natural person to receive benefits payable in the event of the **Person Covered**'s death, either as an executor or as a beneficiary under a conditional **Hibah**.
- b) The **Person Covered** may from time to time revoke any such nomination and/or to name another **Nominee(s)** with notification duly received and registered by **Us**.
- c) If the **Person Covered** has nominated more than one **Nominee**, the benefits payable, if any, shall be paid to the surviving **Nominee** (s) at the time of the **Person Covered**'s death in equal shares unless otherwise specified by the **Person Covered**; and such payment shall be deemed as a valid discharge of **Our** liability under this **Master Certificate**.
- d) Upon death of any **Nominee** after the **Person Covered**'s death but prior to any payment of the benefits, **We** shall pay the benefits to:
  - (i) the **Person Covered**'s estate if the **Nominee** is an executor; or
  - (ii) the estate of the deceased **Nominee** if the **Nominee** is a beneficiary under conditional **Hibah**.

If there is no effective nomination in force upon the **Person Covered**'s death, the benefits payable may be paid to the **Person Covered**'s lawful executor or administrator of estate. If there is no lawful executor or administrator of estate at the time of payment of the benefits, **We** may pay to a proper claimant up to the maximum amount allowable under the Laws of Malaysia, and the balance, if any, will be paid to the person named as the **Person Covered**'s lawful executor or administrator of estate in accordance with the court order received by **Us** subsequently.

## 15. CANCELLATION OF THIS MASTER CERTIFICATE

- a) This **Master Certificate** either in its entirety or in respect of any **Person Covered** may be cancelled by **Us** at any time by giving fourteen (14) days' prior written notice by registered letter sent to the last known address of the **Master Certificate Owner** provided that such cancellation shall be without prejudice to the rights in respect of prior injury to any **Person Covered**.
- b) Likewise, the **Master Certificate Owner** may cancel this **Master Certificate** at any time by giving **Us** fourteen (14) days' prior written notice. Under such circumstances, there is no refund of any **Contribution** to the **Person Covered**.

## 16. TERMINATION OF THE COVERAGE

- a) The coverage on any **Person Covered** under this **Master Certificate** will automatically terminate when any one (1) of the following events occurs:
  - (i) upon cancellation of coverage as provided under Clause 15 of Part E of this **Master Certificate**;
  - (ii) upon death of the **Person Covered**;
  - (iii) upon claim admission of the **Person Covered's Permanent Disablement** where the aggregate amount of benefits payable is equal to the one hundred percent (100%) of the **Sum Covered** of Death benefit;
  - (iv) upon non-payment of **Contribution**;
  - (v) when the **Person Covered** ceases to satisfy any of the eligibility requirements as specified under Clause 4 of Part E of this **Master Certificate**; or
  - (vi) when there is fraud or misrepresentation of material fact or false declaration/statement during application.
- b) If the termination is due to item (i) until (v), there will be no refund of the **Contribution**. If the termination is due to item (vi), **We** will refund the **Contribution** in full as paid under this **Master Certificate** to the **Person Covered** / the **Nominee** / the **Person Covered's** lawful executor or administrator of estate, as the case may be provided there is no claim made against **Us**.
- c) Any **Contribution** paid or accepted after the termination of this **Master Certificate** or the termination of the coverage on any **Person Covered** will not create any liability but **We** will refund such **Contribution** without profit.

## 17. RENEWAL

This **Master Certificate** can be renewed annually and renewable at **Our** option. If the **Person Covered** reaches the age of seventy-five (75) years old during the **Period of Takaful**, his **Certificate** will not be renewable at the end of that period and **We** are not obliged to accept any renewal **Contribution** or to send notice of any renewal **Contribution** becoming due.

## 18. CLAIMS NOTIFICATION, PROCEDURE AND SETTLEMENT

- a) Written notice of any event likely to give rise to a claim should be submitted to **Us** as soon as reasonably possible and in any case not later than fourteen (14) days of the **Accident** causing such injury or loss.
- b) The **Person Covered** shall procure and act upon medical or surgical advice as soon as practicable.
- c) The **Person Covered** may be required, at **Our** expense to undergo further medical examination.
- d) **We** will only pay the benefits if any medical certificates and/or other evidence which **We** may require are provided on request at the **Person Covered** / the **Nominee** / the **Person Covered's** lawful executor or administrator of estate expenses.
- e) In the event that the **Accident** happens outside Malaysia and the **Person Covered** incur expenses in a currency other than Malaysian Ringgit, **We** shall indemnify in Malaysian Ringgit based on the prevailing exchange rate in the foreign exchange market at the date the expenses are incurred.
- f) **We** reserve the right to repudiate a claim where **We** are not satisfied with the evidence available to validate either:
  - (i) Identity of the **Person Covered**; or
  - (ii) The circumstance of the loss.
- g) In the event of death claim, **We** shall be entitled to have a post-mortem examination at **Our** expenses.
- h) If any claim is fraudulent or of any fraudulent means, including false declaration or statement, inflating or exaggerating of the claim or submission of forged or falsified documents, are used to obtain benefits under this **Master Certificate**, **We** will not pay the claim and all coverage under this **Master Certificate** will be terminated. If **We** are required to make payment of any such claim to a third party, **We** shall be entitled to recover the sum paid and any costs incurred from the **Person Covered**.

**19. DISAPPEARANCE**

Upon **Our** satisfaction to the disappearance of the **Person Covered** and sufficient evidence is produced which leads to **Us** to the inevitable presumption that the **Person Covered** has sustained **Bodily Injury** due to an **Accident** which has resulted in death, **We** will pay the claims accordingly. If, however, at any time after **We** have paid the benefits, the **Person Covered** is subsequently found to be living, payment of the said benefits must be refunded to **Us**.

**20. MAXIMUM TAKAFUL COVERAGE**

A **Person Covered** can only be covered by one (1) **Takaful** coverage under this **Master Certificate**. If for whatever reason there are more than one (1) **Takaful** coverage under this **Master Certificate** participated for the same **Person Covered**, upon claim, only the **Takaful** coverage with the highest **Sum Covered** will be payable and **We** reserve the right to forthwith cancel and refund the **Contribution** paid in respect of the remaining **Takaful** coverage.

**21. RIGHT TO TERMINATE DUE TO ANTI MONEY LAUNDERING AND COUNTER FINANCING OF TERRORISM**

If **We** discover, or have justified suspicion, that the **Master Certificate** and/or the **Person Covered's** coverage under the **Master Certificate** is exploited for money laundering activities or to finance terrorism, **We** reserve the right to terminate the **Master Certificate** and the **Person Covered's** coverage under the **Master Certificate** immediately. **We** shall deal with all **Contributions** paid and/or all benefits payable in respect of the **Master Certificate** and the **Person Covered's** coverage under the **Master Certificate** in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

**22. LEGAL PROCEEDING CLAUSE**

No action at law or in equity shall be brought to recover on this **Master Certificate** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Master Certificate**. If the **Person Covered/** the **Nominee /** the **Person Covered's** lawful executor or administrator of estate shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this **Master Certificate**, he may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to **Us** with cogent reason(s) for the failure to comply with the **Master Certificate** terms and conditions. The acceptance of such proof of loss shall be at the sole and entire discretion of **Us**. After such grace period has expired, **We** will not accept, for any reason whatsoever, such written proof of loss.

**23. APPLICABLE LAW**

This **Master Certificate**, and all rights, obligations and liabilities arising under this **Master Certificate**, shall be construed, determined and enforced in accordance with the Laws of Malaysia.

**24. SUBROGATION**

**We** reserve the right to undertake in **Your** or the **Person Covered's** name and **Your** or the **Person Covered's** behalf:

- a) the full conduct, control and settlement of any proceedings; and
- b) recover compensation or secure indemnity from any third party in respect of anything covered by this **Master Certificate**, at **Our** own expense and benefit.

**25. SANCTIONS EXCLUSION CLAUSE**

- a) **We** shall not be deemed to provide cover nor be liable to pay any claim or any benefit as contained in this **Master Certificate** to the extent that the provision of such cover, payment of such claim or such benefit would expose **Us** to:
  - (i) any sanction, prohibition or restriction under United Nations resolutions;
  - (ii) the trade or economic sanctions, laws or regulations of the:
    - ✓ European Union;
    - ✓ United Kingdom;
    - ✓ United States of America; or
    - ✓ any of the states of the above countries; or
  - (iii) any other locally applicable laws or regulations.
- b) **We** may terminate this **Master Certificate** with immediate effect and shall not thereafter be required to transact any business with **You** and the **Person Covered** in connection with this **Master Certificate**, including but not limited to, making or receiving any payments under this **Master Certificate**.

**26. PERSONAL DATA PROTECTION ACT 2010 (PDPA 2010)**

**You** or the **Person Covered** may make inquiries or request for access to or correction of **Your** or the **Person Covered**'s Personal Data or limit the processing of **Your** or the **Person Covered**'s Personal Data at any time hereafter by submitting such request to **Us** via email to [csu@takafulmalaysia.com.my](mailto:csu@takafulmalaysia.com.my). **We** will retain **Your** or the **Person Covered**'s personal information only for as long as necessary to fulfil the purpose for which it was collected or to comply with legal, regulatory or internal policy requirements.

**You** and the **Person Covered** have expressly acknowledged and consent to **Your** or the **Person Covered**'s Personal Data to be stored, processed and disclosed by **Us** for the purposes and in accordance with **Our** Privacy Notice as published on **Our** website.

**27. CUSTOMER SERVICE CHARTER**

**You** and the **Person Covered** may visit **Our** website to know more about **Our** Customer Service Charter.

**28. TREATMENT OF SMALL PAYMENT AMOUNTS**

For any amount due and payable to the **Person Covered** resulting from refund/ surrender/ maturity/ termination/ claim that is to be made other than by way of electronic payment, such payment will only be made if the amount due and payable is Ringgit Malaysia Ten (RM10.00) and above. For any amount less than Ringgit Malaysia Ten (RM10.00), **We** will donate to charity.

**29. TAX**

**We** reserve the right to levy any applicable taxes allowable under the Laws of Malaysia. All taxes, including but not limited to any sales and service tax, and/or other forms of goods or consumption tax whether currently in force or implemented after the date of the **Master Certificate** will be charged in accordance with the applicable legislation at the prevailing rate. Such applicable taxes payable shall be paid in addition to the applicable contributions and other charges.

## PART F : ENQUIRIES/COMPLAINT PROCEDURES

### 1. ENQUIRIES /COMPLAINTS HANDLING

If **You** or the **Person Covered** have any enquiry or complaint pertaining to any matter related to this **Master Certificate**, **You** or the **Person Covered** may refer to **Our** Customer Service Unit (CSU) at:

**Customer Service Unit (CSU),**

Syarikat Takaful Malaysia Am Berhad [201701032316 (1246486-D)],

14<sup>th</sup> Floor, Annexe Block,

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

Tel: 1-300 88 252 385

Email: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)

Website: [www.takaful-malaysia.com.my](http://www.takaful-malaysia.com.my)

### 2. AVENUE OF CLAIM APPEAL

If the **Person Covered** or claimant needs further clarification or he is not satisfied with **Our** claim decision, please contact **Our** Customer Service Centre at 1-300-88-252-385 or email to **Us** at [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my) and **We** will provide **Our** response accordingly. For appeal cases, **We** will escalate the same to **Our** senior management for review and provide **Our** response once the appeal has been decided or concluded by **Us**.

If the **Person Covered** or claimant is not satisfied with **Our** final decision regarding his appeal, he may refer the case either to the Ombudsman for Financial Services (OFS) or to BNMTELELINK, Bank Negara Malaysia (BNM) at the following addresses within six (6) months from **Our** final decision.

**Ombudsman for Financial Services [200401025885 (664393-P)],**

Level 14, Main Block,

Menara Takaful Malaysia,

No. 4, Jalan Sultan Sulaiman,

50000 Kuala Lumpur.

Tel: 603 2272 2811, Fax: 603 2272 1577.

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

Website: [www.ofs.org.my](http://www.ofs.org.my)

**BNM Laman Informasi Nasihat dan Khidmat (LINK)**

Ground Floor, Blok D,

Bank Negara Malaysia,

Jalan Dato' Onn,

50480 Kuala Lumpur.

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

Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## PART G : CLAIM PROCEDURES

To process any claim under this **Master Certificate**, **We** require the **Person Covered** or claimant to submit supporting documents which are listed under Part G of this **Master Certificate**. However, it is hereby clarified that the documents listed under Part G are non-exhaustive and where necessary, **We** reserve the right to request for additional documents, information, confirmation, certification etc. to process a claim.

Please submit all the necessary claim documents to either:

1. Any of [Agrobank's branches](#) in Malaysia; or
2. Any of [Our branches](#) in Malaysia.

No.	Type of Claim	Documents Required
	<b>All Claims</b>	a) Duly completed and signed Claim Form. Please click <a href="#">here</a> to download the Claim Form; b) Copy of Takaful Kasih Plus Card ( <b>Schedule</b> ); c) Copy of identity card of <b>Person Covered</b> ; and/or d) Copy of identity card of the claimant.
<b>Plus the followings where applicable:</b>		
1	Death	a) Copy of death certificate of the deceased; b) Copy of police report; c) Copy of post mortem report and/or medical report confirming the cause of death; d) Copy of deceased's driving license if involve in motor vehicle accident and deceased was the driver; and/or e) Proof of relationship between claimant and the deceased e.g. marriage or birth certificate.
2	Permanent Disablement	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Photographs showing the extent of injury.
3	Funeral Expenses	Similar to documents listed under item no. 1 of Part G.
4	Medical Expenses	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Original medical invoices and receipts for all the amount claimed (itemized).
5	Hospital Allowance (up to 30 days)	a) Copy of police report; b) Medical report; c) Copy of driving license if involve in motor vehicle accident and <b>Person Covered</b> was the driver; and/or d) Discharge Note or <b>Hospital</b> bill showing the admission and discharge date from the <b>Hospital</b> .