

IKHLAS GROUP PERSONAL ACCIDENT TAKAFUL CERTIFICATE

SALAM SEJAHTERA AND THANK YOU

For choosing Takaful IKHLAS as your Personal Accident cover Takaful provider.

INTRODUCTION

The Takaful Participant and the Company hereby agree:

1. The Proposal shall be incorporated and be the basis of the Takaful Certificate.
2. The Takaful Participant agrees to pay the Takaful Contribution in accordance with the Schedule.
3. The Proposal Form completed fully and faithfully shall be a condition precedent to any liability of the Company.
4. The Takaful coverage is subjected to the terms of this Takaful Certificate including provisions in respect of territorial limits and the Period of Takaful coverage specified in the Schedule.
5. The Schedule shows the coverage plan you have chosen, your sum covered and any special terms that apply to your Takaful Certificate. Please read the Takaful Certificate and Schedule carefully to ensure that it covers your need.
6. The relationship between the Company and the Takaful Participant in this Takaful Certificate shall be governed by, and interpreted in accordance with Malaysian Law.

DUTY OF DISCLOSURE

A. Consumer Takaful Contracts (Takaful wholly for purposes unrelated to Your trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution specified in the Takaful Certificate/ Schedule and pursuant to the answers provided in Your Proposal Form (or when You applied for this Takaful Contribution) and any other disclosures made by You between the time of submission of your Proposal Form (or when You applied for this Takaful Contribution) and the time this contract is entered into. The answers and any other disclosures provided by you shall form part of this contract of Takaful between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures provided by You, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us.

B. Non - Consumer Takaful Contracts (Takaful for purposes related to Your trade, business or profession)

This Takaful Certificate is issued in consideration of the payment of Takaful Contribution as specified in the Schedule and pursuant to the answers provided in Your Proposal Form (or when You applied for this Takaful) and any other disclosures made by You between the time of submission of Your Proposal Form (or when You applied for this Takaful) and the time this contract is entered into. The answers and any other disclosures provided by You shall form part of this contract of Takaful between You and Us. Any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, may result in voidance of Your contract of Takaful, refusal or reduction of Your claim(s), change of the terms or termination of Your contract of Takaful.

This Takaful Certificate reflects the terms and conditions of the contract of Takaful as agreed between You and Us.

DEFINITIONS

Under this Takaful Certificate:

1. **“Accident/ Accidental”** means an event or incident that occurs which is unforeseen and unexpected which resulted directly in the death or injury of the **Person Covered**.

2. **“Benefits”** means the amount the Company will pay for a legitimate claim under this Takaful Certificate based on the Benefits description in the Schedule.
3. **“Bodily Injury”** means Bodily Injury suffered by the **Person Covered** resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control.
4. **“the Company”** means Takaful Ikhlas Berhad, its successors or assigns.
5. **“Endorsement”** means written evidence of an agreed changed to the Takaful Certificate.
6. **“Event”** means accidental Bodily Injury suffered by the **Person Covered** resulting from an event or incident that occurs which is unforeseen and unexpected resulting directly or indirectly from the non-deliberate actions or intentions of a person or persons over which the life had no control and results in death or permanent disablement of the **Person Covered**.
7. **“General Risk Investment Account”** (GRIA) The account where initial remittance of the Takaful Participant’s Takaful Contribution for a General Takaful product is made.
8. **“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.
9. **“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.
10. **“Person Covered”** means a person or persons **who is covered under this Takaful Certificate as per listing lodged by the Takaful Participant**.
11. **“Proposal”** means the Proposal signed by the **Person Covered** and other information that the **Person Covered** or anyone acting on behalf of the **Person Covered** has given to the Company.
12. **“Period of Takaful”** means the period of Takaful shown in the Schedule.
13. **“Qard”** shall mean interest-free loan method.
14. **“Risk Fund”** means a pool of fund based on the concept of Tabarru’ providing mutual protection and indemnity among the Takaful Participants.
15. **“Schedule”** means the information page that contains the details of the Person Covered, the Benefits, Takaful Contribution and period of Takaful attached to this Takaful Certificate.
16. **“Tabarru”** means donation for the purpose of solidarity and cooperation among the Takaful Participants and to be used to help Takaful Participants in times of misfortune. In the context of Takaful IKHLAS, Tabarru’ will be allocated into the Risk Fund.
17. **“Takaful”** means a scheme based on brotherhood, solidarity and mutual assistance which provides for mutual financial aid and assistance to the Takaful Participants in case of need whereby the Takaful Participants mutually agree to contribute for that purpose.
18. **“Takaful Certificate”** means consisting at all Proposals and Schedules attached hereto and annexed together with this Takaful Certificate shall be complementary with one another.
19. **“Takaful Contribution”** means any amount the Company requires the Takaful Participant to pay to participate in a Takaful plan.
20. **“the Takaful Participant/ You”** shall means the person or persons named in the Schedule as “the Takaful Participant”.
21. **“Wakalah”** refers to a contract where a party, as principal (muwakkil) authorizes another party as his agents (wakil) to perform a particular task on matters that may be delegated, with or without imposition of a fee. In the context of Takaful IKHLAS, the wakalah contract involves a fee (wakalah bi al-ujrah) to be

paid to Takaful IKHLAS.

GENERAL PROVISIONS

It is hereby declared and agreed that this Takaful Certificate shall cover Death or Disablement due to:-

1. **RIOT STRIKE AND CIVIL COMMOTION** provided that the **Person Covered** is not directly or indirectly participating in or howsoever involved in such activities.
2. **EXPOSURE** to the elements provided that in the event of death of the **Person Covered**, his Death is determined as death resulting from exposure after an Accident by a properly constituted Judicial Enquiry.
3. **DISAPPEARANCE** of the **Person Covered** after a period of one (1) year has elapsed and the Company has examined all evidence available and shall have no reason to suppose other than an Accident has occurred. It is further agreed that if at any time after payment has been made and the **Person Covered** is found to be living any sum paid by the Company in settlement of the claim shall be refunded to the Company by the **Person Covered** forthwith.
4. **MOTOR-CYCLING** as a rider or a pillion rider for private or business purposes provided always that the Company shall not be liable to make any payment in respect of death or injuries arising from or attribute to the **Person Covered** engaging in racing pacesetting speed contest reliability test or other trials. It is condition precedent to liability that the **Person Covered** wears an approved crash helmet and possesses a valid driving license whilst engaging in motor-cycling.
5. **HIJACKING** Subject otherwise to the terms of this Takaful Certificate, the cover shall continue whilst the **Person Covered** is subject to the control of the person(s) or their associates making or causing the Hijack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve (12) months from the date of the Hijack. For the purposes of this Takaful Certificate, "Hijack" means unlawful seizure or wrongful exercise of an aircraft or conveyance, or crew thereof, in which the **Person Covered** is traveling. This extension however does not apply if the results from Exclusion 1.

SPECIAL PROVISIONS

1. TEMPORARY TOTAL DISABLEMENT

Temporary total disability of the Person Covered which temporarily totally prevents the Person Covered from attending, engaging in or giving attention to his business or occupation of any kind. The benefit payable is weekly compensation of an amount as specified in the Schedule up to the stated maximum number of weeks from the date the Person Covered was first examined by a duly qualified Medical Practitioner.

2. TEMPORARY PARTIAL DISABLEMENT

Temporary partial disability of the Person Covered which temporarily prevents the Person Covered from attending, engaging in or giving attention to a substantial part of his business or occupation but which shall not render him temporarily totally disabled. The benefit payable is weekly compensation of an amount as specified in the Schedule up to the stated maximum number of weeks from the date the Person Covered was first examined by a duly qualified Medical Practitioner.

3. IMMEDIATE DEATH/ FUNERAL EXPENSE

A lump sum amount as described in the Schedule is payable for immediate death expenses in the event of an Accidental death of the Person Covered.

4. MEDICAL EXPENSE REIMBURSEMENT

A reimbursement of actual medical expenses incurred for treatment of a Bodily Injury due to an Accident up to the specified amount as described in the Schedule.

5. HOSPITAL ALLOWANCE

A daily allowance for a specified period as stated in the Schedule, effective from the date of admission of the Person Covered in any government/ private hospital arising out of an Accident.

6. AMBULANCE FEE

A reimbursement of the actual fee of ambulance services, up to an amount as stated in the Schedule, will be payable in the event of an Accident.

7. SNATCH THEFT

A snatch theft means loss of wallet, purse or other bags in the possession of the Person Covered together with the contents therein or loss of any valuables worn by the Person Covered, at the material time, as a result of the same being snatched away by an unknown person including attempt thereof.

In the event of a snatch theft, a lump sum amount as described in the Schedule is payable to the Person Covered, provided always that a police report of the event is submitted to the Company.

8. RAPE TRAUMA COMPENSATION

In the event where a Person Covered experienced a rape incident, "trauma" compensation is payable based on the specified amount or sum as described in the Schedule, provided always that the relevant medical and police reports are submitted to the Company.

9. DOUBLE INDEMNITY UPON DEATH IN PUBLIC CONVEYANCE

This coverage provides for an additional amount of death benefit in the event of death of the Person Covered due to an Accident whilst travelling in a public transport as a fare paying passenger.

MEMORANDUM

In the event that the **Person Covered** is covered under more than one (1) Personal Accident Takaful Certificate (whether group or individual) issued by the Company, the **Person Covered** shall not be entitled to any additional benefits in addition to the Benefits hereunder to the intent and effect that only one (1) claim is made in the case of each Accident.

However, payment for death benefit shall not preclude payment of Compensation under this Endorsement.

Subject otherwise to the terms, conditions or exceptions of the Takaful Certificate.

1. DEATH

Death of the Person Covered due to solely and directly from accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the event. The amount payable is the Sum Covered as stated in the Schedule.

2. PERMANENT DISABLEMENT

Permanent disability of the Person Covered due to solely and directly from Accidental external violent and visible means (including as the direct result of exposure to the elements) and does not include sickness, disease, parasite, bacterial or viral infection or any naturally occurring condition or degenerative process; within twelve (12) calendar months of the event. The amount payable is a percentage of Sum Covered as described in the Schedule.

SCALE OF COMPENSATION

EVENT	Accidental Bodily Injury suffered by the Person Covered resulting from an event or incident that occurs which is unforeseen and unexpected which resulting directly or indirectly from the deliberate actions or intentions of a person or persons over which the life had no control and result in death or permanent disablement.	
RESULT	DESCRIPTION	BENEFIT
1	Death	Amount stated as per Schedule
2	Permanent Disablement resulting in: <ol style="list-style-type: none"> 1. Loss of two limbs 2. Loss of both hands or of all fingers and both thumbs 3. Total Loss of sight of both eyes 4. Total paralysis 5. Injuries resulting in being permanently bedridden 6. Any other injury causing permanent total disablement 7. Loss of arm at shoulder 8. Loss of arm between shoulder and elbow 9. Loss of arm at elbow 10. Loss of arm between elbow and wrist 11. Loss of hand of wrist 12. Loss of leg <ul style="list-style-type: none"> - at hip - between knee and hip - below knee 13. Eye: Loss of <ul style="list-style-type: none"> - whole eye sight 14. One sight of, except perception of light 15. Loss of four fingers and thumb of one hand 16. Loss of four fingers 17. Loss of thumb <ul style="list-style-type: none"> - both phalanges - one phalanx 18. Loss of index finger <ul style="list-style-type: none"> - three phalanges - two phalanges - one phalanx 19. Loss of middle finger <ul style="list-style-type: none"> - three phalanges - two phalanges - one phalanx 20. Loss of ring finger <ul style="list-style-type: none"> - three phalanges - two phalanges - one phalanx 21. Loss of little finger <ul style="list-style-type: none"> - three phalanges - two phalanges - one phalanx 22. Loss of metacarpal <ul style="list-style-type: none"> - first or second (additional) - third, fourth or fifth (additional) 23. Loss of all toes <ul style="list-style-type: none"> - of one foot - two phalanges of great toe - one phalanx of great toe - any other toe 24. Total and Loss of Hearing <ul style="list-style-type: none"> - both ears - one ear 25. Total and Permanent Loss of Speech member 	<div style="display: flex; align-items: center;"> <div style="font-size: 3em; margin-right: 10px;">}</div> <div> <p>100%</p> <p>50%</p> <p>50%</p> <p>40%</p> <p>25%</p> <p>10%</p> <p>15%</p> <p>8%</p> <p>4%</p> <p>10%</p> <p>4%</p> <p>2%</p> <p>8%</p> <p>4%</p> <p>2%</p> <p>6%</p> <p>4%</p> <p>2%</p> <p>3%</p> <p>2%</p> <p>18%</p> <p>6%</p> <p>3%</p> <p>3%</p> <p>75%</p> <p>15%</p> <p>50%</p> </div> </div>

The aggregate of all percentages payable in respect of any Accident shall not exceed 100%. In the event of a total of 100% having been paid, all coverage hereunder shall immediately cease to be in force. All other compensation lesser than 100% if already paid shall reduce the coverage proportionately by that amount paid from the date of Accident until the expiration of the Takaful Certificate.

Permanent total loss of use of member shall be deemed as total and permanent disablement.

Loss of sight of both eyes shall mean the total and irrecoverable loss of all sight rendering the **Person Covered** absolutely blind in the eye beyond remedy by surgical or other treatment.

Loss of speech shall mean permanent total inability to communicate orally.

Where injury is not specified in the Scale of Compensation, the Company shall in its absolute discretion adopt a percentage of compensation which in opinion the Company is consistent with the provisos stated in the Scale of Compensation and without regard to the Person Covered's occupation.

CONDITIONS

This Takaful Certificate and the Schedule shall be read together and shall form as integral part of this Takaful Certificate. Any word or expression to which a specific meaning has been attached in any part of this Takaful Certificate or in the Schedule shall bear such meaning wherever it may appear.

1. DUTY OF DISCLOSURE

The duty of disclosure is different for a Consumer Takaful Certificate and for a Non-Consumer Takaful Certificate. They are separately outlined below:

A. Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes unrelated to Your trade, business or profession, You had a duty to take reasonable care not to make any misrepresentation in answering the questions in the Proposal Form (or when You applied for this Takaful) i.e. You should have answered the questions fully and accurately. Failure to take reasonable care in answering the questions may result in avoidance of Your contract of Takaful, refusal or reduction of your claim(s), change of the terms or termination of Your contract of Takaful in accordance with the remedies in Schedule 9 of the Islamic Financial Services Act 2013. You were also required to disclose any other matter that You knew to be relevant to Our decision in accepting the risks and determining the rates and terms to be applied.

You also have a duty to tell Us immediately if at any time after Your contract of Takaful has been entered into, varied or renewed with Us any of the information provided in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed.

B. Non-Consumer Takaful Contracts

Where You have applied for this Takaful wholly for purposes related to Your trade, business or profession, You had a duty to disclose any matter that You know 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 contract of Takaful, refusal or reduction of Your claim(s), change of the terms or termination of Your contract of Takaful.

You also have a duty to tell Us immediately if at any time after Your contract of Takaful has been entered into, varied or renewed with Us any of the information provided in the Proposal Form (or when You applied for this Takaful) is inaccurate or has changed

2. NOTICE

Every notice or communication to be given or made under this Takaful Certificate shall be delivered in writing to the Head Office or any Branch Office of the Company. No changes in this Takaful Certificate shall be valid unless approved by the Company and duly endorsed by an authorized representative of the Company.

3. AGE LIMIT

The **Person Covered** shall not be less than eighteen (18) years old or more than sixty-five (65) years old at the time of the application.

4. **CONDITION PRECEDENT TO THE LIABILITY**

This Takaful Certificate shall be automatically null and void when:

- a) If the Proposal or Declaration of the **Person Covered** is found untrue in any respect, or if any material fact on the **Person Covered** be incorrectly stated therein or omitted therefrom;
- b) if this Takaful Certificate or any renewal hereof shall be obtained through any misstatement, misrepresentation or suppression of any facts;
- c) if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support to any claim.

5. **CHANGES**

The **Person Covered** shall give immediate written notice to the Company of any change of address, occupation, pursuits or any injury, disease, physical defect or infirmity by which the **Person Covered** has become affected.

All notices required to be given by the **Person Covered** to the Company must be in writing addressed to the Company and neither alteration in terms of this Takaful Certificate nor endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.

The **Person Covered** shall give notice to the Company of any other Takaful Operator (excepting coupon or in connection with a Motor Takaful Certificate) effected against the Accident and/or incapacity.

Notwithstanding the above, the Company may at its absolute discretion vary, amend or modify any part of the whole Takaful Certificate not limited to the Schedules or Proposal by giving the **Person Covered** sufficient days' notice on such amendments and changes.

6. **CLAIMS PROCEDURE**

In the case of death or permanent disablement to which this Takaful Certificate relates:-

- (a) the **Person Covered** shall always act upon medical or surgical advice within the time periods as may be required for action by such medical practitioner;
- (b) written notice must be given to the Company within fourteen (14) days of the date of the accident causing such injury

Failure to give notice within the time provided in this Takaful Certificate shall not summarily invalidate the claim if it shall be shown by the **Person Covered** that it was not reasonably possible to have given such notice within the said time period and that notice was forthwith given as soon as reasonably possible.

In the event of non-payment of Takaful Contribution, the outstanding Takaful Contribution will be deducted from the amount of settlement of which the benefit amount shall be lesser than the sum covered stipulated in the Schedule.

No action at law or in equity shall be brought to recover the Compensation under this Takaful Certificate prior to expiration of thirty (30) days written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. No such action shall be brought after the expiration of one year from the time written proof of loss is required to be furnished.

All Takaful Certificates information and evidence required by the Company shall be furnished at the expense of the **Person Covered** or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The **Person Covered** as often as required shall undergo medical examination at the **Person Covered**'s own expense in respect of any claim of Bodily Injury. In case of death of a **Person Covered**, reasonable notice shall be given to the Company before interment or cremation and the Company may require that the Company be represented at a post mortem examination on the body of the **Person Covered**. The Company shall have the right and opportunity to conduct an autopsy at its own expense where it is permitted by law. Immediate notice of time and place of an autopsy to a **Person Covered** shall be given to the Company as soon as known to the Takaful Participant.

CLAIMS PROVISIONS

1. Compensation in respect of the benefits mentioned herein shall be payable only when the claim has been proven to the satisfaction of the Company.
2. Compensation under Permanent Disablement is payable only if the disability is caused by a Bodily Injury which wholly prevents the **Person Covered** from engaging in any business, or occupation or performing any work, for compensation or profit, provided, that to determine if a total disablement has become permanent, it must continue uninterrupted for a period of at least twelve (12) months from the date of Bodily Injury and at the expiry of that period is beyond hope of improvement.
3. Compensation under the Temporary Total Disablement and Temporary Partial Disablement are payable only if such Bodily Injury shall, within twenty (20) days from the date of Accident, wholly or partly and continuously disable and prevent the **Person Covered** from performing his occupation.
4. The period compensation payable under the Temporary Total Disablement and Temporary Partial Disablement either separately or together shall not exceed 104 weeks in respect of any one injury calculated from the date the **Person Covered** was first examined by a duly qualified Medical Practitioner.
5. Compensation under Medical Expenses shall be payable only for a period of treatment of up to two (2) years from the date of the Accident provided that such medical treatment is administered on the **Person Covered** by a qualified Medical Practitioner and provided further that the first medical treatment is administered within the first twenty six (26) weeks from the date of Accident.
6. Where Benefit on Death or 100% of Permanent Disablement Benefit becomes payable pursuant to Item 1 or 2 above, Benefits on Temporary Total Disablement and Temporary Partial Disablement shall immediately cease to be paid for the same Bodily Injury.
7. Benefits on Death and Permanent Disablement shall not be paid in aggregate under this Takaful Certificate to the intent that where compensation in respect of Permanent Disablement aggregates to less than 100% of the total Benefits paid to **Person Covered**, the coverage under Death and/or Permanent Disablement shall be reduced in proportion to the amount paid from the date of accident until the expiration of the Takaful Certificate.
8. The amount of compensation payable per week under Temporary Total Disablement will be in accordance with the limit specified in the Schedule hereto but in any event shall not exceed 25% of the monthly salary/wages of the **Person Covered** subject to a maximum limit of RM1, 000.00 per week.
9. The amount of compensation payable per week under Temporary Partial Disablement will be in accordance with the limit specified in the Schedule hereto but in any event shall not exceed 12.5% of the monthly salary/wages of the **Person Covered** subject to a maximum limit of RM500.00 per week only.

10. (a) Compensation shall not be payable under more than one (1) of the Items of Benefits in respect of the consequences of one Accident to the **Person Covered**, except of the any compensation payable hereunder in respect of Temporary Partial Disablement preceding or following Temporary Total Disablement; and
 - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
11. The total sum payable under this Takaful Certificate in respect of any one or more Accidents to the **Person Covered** shall not exceed in all, the largest sum covered under any one of the Items contained in the Schedule of Benefits or added to this Takaful Certificate by Endorsement, except that the **Person Covered** will in addition, pay the medical expenses.

7. RECEIPT OF DISCHARGE

Payment of any sum made by the Company shall be a valid discharge of liability to the Company and shall release the Company of all claims and demands whatsoever in respect thereof.

8. CANCELLATION

This Takaful under the Takaful Certificate may be cancelled at any time at the request of the **Person Covered**, in which case the Company will refund the pro rata Takaful Contribution for the unexpired period of cover. This Takaful under the Takaful Certificate may also be cancelled for any reasons whatsoever at the option of the Company by sending fourteen (14) days' notice by registered letter to the **Person Covered** at his last known address, in which case the Company shall not be liable to repay for the losses incurred on the same basis as described earlier.

Note: A handling fee of RM10.00 will be charged in the event of cancellation made by the **Person Covered**.

9. RENEWAL

It shall not be incumbent on the Company to give notice that any Takaful Contribution for renewal is due and such Takaful Contribution shall be deemed to be due on the date on which the Takaful Certificate expires and must be paid forthwith to the Company within fourteen (14) days from the date of expiry of the Takaful Certificate; but barring such fourteen (14) days period, the Company shall remain liable to pay any Compensation if by the 14th day, the Takaful Contribution is actually paid unless the Company or the **Person Covered** shall have given notice that the coverage would not be renewed. The Company shall not be bound to accept any renewal and the Takaful Certificate shall not be renewable after the year of Takaful in which the Person Covered attains the age of sixty-five (65) years.

10. ARBITRATION

All differences arising out of this Takaful Certificate shall be referred to the decision of a single Arbitrator appointed in writing by the parties or if cannot be agreed upon within thirty (30) days from the date of disagreement, two Arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do by either of the parties. In case where the parties or the Arbitrators deem it expedient, the Arbitrators may agree to appoint an Umpire before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. The costs and other costs in connection with the arbitration shall be in accordance with the finding of the Arbitrators or Umpire. However all initial costs for the appointment and reference shall be borne and paid forthwith by the Takaful Participant. If the Company shall disclaim liability to the Takaful Participant for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or

Umpire so dying was appointed. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Takaful Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

In no case whatever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending court action or arbitration.

11. TAKAFUL CONTRIBUTION ALLOCATION

Payment of the Takaful Contribution paid by the **Person Covered** as shown in the Schedule shall be placed in the GRIA where the Company will manage according to the Wakalah principle as defined by the Company and in accordance with Shariah principles. The Company will charge up to **60%** of the Takaful Contribution as an upfront Wakalah Fee and the balance shall be allocated into the Risk Fund at inception for Tabarru' charges and be used to help other **Person Covered** in time of misfortune.

12. SURPLUS

At each financial year-end, the Actuary will assess the surplus position of the Risk Fund, to preserve long term sustainability of the fund. The Company will charge a Surplus Administration Charge (SAC) of 50% of the gross distributable surplus arising at the end of the financial year. However, the Company may at its discretion and where appropriate charge the SAC for less than 50% of the gross distributable surplus.

Any net distributable surplus arising (after deducting the SAC) from the Risk Fund will be allocated in full (100%) to the Takaful Participant. If the amount due to Takaful Participant is less than RM30 per Takaful Certificate, the amount shall be retained in the Risk Fund.

Any deficit in the Risk Fund would be met through an interest free loan (Qard) from the Shareholders' Fund. Such loan would be a first charge against the future surplus arising from the Risk Fund.

If there is a deficit in the Risk Fund 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.

13. OBSERVANCE AND FULFILLMENT OF CONDITIONS

The due observance and fulfillment of the terms, conditions and endorsements of this Takaful Certificate in so far as they relate to anything to be done or complied with by the **Person Covered** and the truth of any statement or declaration in the Proposal and Declaration shall be deemed conditions precedent to any liability of the Company for which compensation is payable.

14. GOVERNING LAW

This Takaful Certificate including all its Proposals and Schedules is subject to Bank Negara Malaysian guidelines or any at other subsidiary legislation, rules, regulation, directions or orders from other regulatory authority.

15. TIME

Time wherever mentioned in this Takaful Certificate, shall be of the essence of the agreement.

16. ASSIGNMENT

No assignment of interest under this Takaful Certificate shall be binding on the Company unless agreed to by the Company and save further, where a certified true copy of the assignment and the original Takaful Certificate is furnished to the Company at the head Office.

17. GOODS AND SERVICES TAX (GST)

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

EXCLUSIONS

This Takaful Certificate is not intended to and does not cover:

1. Death or Disablement or any other loss caused directly or indirectly by:-
 - (a) 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 where the **Person Covered** directly or indirectly participates or is involved howsoever in such activities;
 - (b) 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 the 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.
 - (c) insanity, suicide (whether sane or insane) or any attempt thereof by the Person Covered;
 - (d) pre-existing physical or mental defect or infirmity to the Person Covered;
 - (e) bacterial or viral infections, any disease or sickness, medical or surgical treatment (except such as may be necessitated solely by injuries covered by this Takaful Certificate and performed within the time provided in the Takaful Certificate) to the Person Covered;
 - (f) pregnancy, childbirth, caesarean operation, abortion, miscarriage or any complications thereof to the **Person Covered**; except miscarriage due to bodily injury as a direct result of an accident;
 - (g) provoked murder or assault on the **Person Covered**;
 - (h) any breach of Civil or Shariah Law and principles by the **Person Covered**
 - (i) pre-existing disablement or Bodily Injury to the Person Covered;
 - (j) from misuse or abuse of substance, alcohol and/or drugs by the Person Covered; unless the drug is taken in accordance with an authorized medical prescription;
 - (k) from the committing of any criminal acts or any other causes prohibited by Shariah Law and principles.
2. Death or Disablement or any other loss sustained by the Person Covered:-
 - (a) while operating or riding a two-wheeled motor vehicle as a sport or for any other purposes;
 - (b) while using wood-working machinery driven by mechanical power except portable tools applied by hand and used solely for private purposes without reward;
 - (c) while flying or engaging in other aerial activity except as a fare-paying passenger in an aircraft licensed for passenger service. (the word 'passenger' does not include any member of the aircrew or any person involved in any technical operation or navigation in or upon an aircraft;
 - (d) while committing or attempting to commit any unlawful act.
3. Death or Disablement or any other loss consequent upon the Person Covered engaging in hunting, mountaineering, rock climbing, hiking/trekking in remote areas unless with licensed guides, ice-hockey, polo-playing, steeple chasing, winter sports, yachting, water-ski jumping, high diving, hot air balloon, parachuting, bungee jumping or any sky-diving activities, under-water activities involving the use of breathing apparatus or compressed air or gas, or using wood-working machinery driven by mechanical power, racing (other than on foot) pacesetting or participating in any speed tests, reliability or other trials, or professional sports or games.

4. Death or Disablement directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
5. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
 - (a) ionisation radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (b) nuclear weapons material.
6. Losses caused directly or indirectly, wholly or partly by:
 - (a) any other kind of disease;
 - (b) by medical or surgical treatment (except such as may be necessary as a result of injuries covered by this Takaful Certificate and performed within the time provided in this Takaful Certificate);
 - (c) while the Person Covered is under the influence of alcohol or drug abuse while driving;
 - (d) while the vehicle is used for illegal purposes (including where used as an unlicensed common carrier or for any unlawful purposes).
7. Any Bodily Injury which shall result from hernia;
8. Claims at common law for damages obtained by passengers against drivers for the driver's negligence, recklessness or default.
9. If the Person Covered does not have a valid driving license to drive an automobile or is not qualified to hold a valid driver's license when driving resulting in the Accident.
10. The Person Covered engaging in air travel except as passenger in a properly licensed multi-engined aircraft operated by a licensed commercial air carrier or owned and operated by a commercial carrier.
11. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the **Person Covered's** own criminal act.
12. If the Person Covered shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Takaful Certificate without the **Person Covered** first notifying the Company and obtaining the Company's written consent to the amendment to this Takaful Certificate (subject to the payment of such additional Takaful Contribution as the Company may reasonably require as consideration for such agreement), then no claim shall be payable in respect of any accident arising therefrom.
13. Death or Disablement directly or indirectly caused by or contributed to by arising from:-
 - (a) any illegal activities, loss resulting directly or indirectly from action taken by Government Authorities including confiscation, seizure, destruction and restriction;
 - (b) loss of or damage to hired or leased equipment; testing any kind of conveyance.
14. Claims engage in following occupations:
 - (a) military, civil defense, law enforcement, fire fighter or security guard/officer, or
 - (b) air crew, ship crew, oil rig crew, diver or fisherman, or
 - (c) mining, logging, sawmilling, woodworking or underground works, demolition, blasting or quarry,

or which dealing with explosives, poisonous or hazardous gases, liquids or substances (except under the circumstances whilst the Person Covered is off-duty at the time of the Accident and the Bodily Injury does not arise in the course of the Person Covered employment or any activity related to the Person Covered's employment), or

- (d) activities or work involving scaffolding, gondolas, ropes or cables.
- 15. Arising from offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives.
- 16. Consequential loss or damage of any kind.
- 17. To persons below the age of eighteen (18) and over the age of sixty five (65).

TAKAFUL CONTRIBUTION WARRANTY

- It is fundamental and absolute special condition of this Takaful Certificate that the Takaful Contribution due must be paid and received by the Takaful operator within sixty (60) days from the inception date of this Takaful Certificate/ Endorsement/ renewal Takaful Certificate.
- Where the Takaful Contribution payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the Takaful Contribution payable was received by a person, including a Takaful agent, who was not authorized to receive such Takaful Contribution shall lie on the Takaful operator.
- Subject otherwise to the terms and conditions of this Takaful Certificate.

THIS TAKAFUL CERTIFICATE AND ITS CONDITIONS SHOULD BE EXAMINED IMMEDIATELY UPON RECEIPT HEREOF BY THE TAKAFUL PARTICIPANT AND IF INCORRECT RETURNED AT ONCE FOR ALTERATION. AND THE TAKAFUL PARTICIPANT CONTINUANCE SUBSCRIPTION OF THE TAKAFUL COVERAGE PLANS DEEMED AS THE TAKAFUL PARTICIPANT ACCEPTANCE AND AGREE TO BE BOUND AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS TAKAFUL CERTIFICATE.

IMPORTANT NOTICE

We care about the service that we provide for our customers, and our staff makes every effort to maintain as high a standard as possible. In the event that we do not meet your expectations and you are dissatisfied in some way, we would like to know and would ask you to write to our:

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

Tel: 03-27239999

Fax: 03-27239998

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

We will make sure that your case is examined thoroughly. If you are still not satisfied with the decision of the Company, you may then 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 Malaysia

No. 4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel: 603-2272 2811

Fax: 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

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

Fax : +603-2174-1515

E-mail: bnmtelelink@bnm.gov.my