

MASTER CERTIFICATE GROUP MUTIARA PLUS TAKAFUL

The Concept of Takaful	Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where a group of people agree to assist each other financially in case of certain defined need.
The Entire Contract between You and Us	This Takaful Contract, forms the entire contract between You and Us and consists of: (i) The Master Certificate; (ii) Any applicable Supplementary Contracts Provisions; (iii) The Application Form; (iv) The Takaful Schedule; (v) Any Endorsements We may issue on this Takaful Contract; and (vi) Certificate of Takaful Any change in the provisions of this Takaful Contract must be contained in an Endorsement made to it and duly signed by one of Our authorised officer. As this is a legal contract between You and Us, please read your Takaful Contract carefully and confirm that this Takaful plan meets Your requirements.
Takaful Schedule	The Takaful Schedule is issued as a separate attachment, but forms a part of this Takaful Contract. The Takaful Schedule contains important information such as: (i) who the Participant is, (ii) the type and the scope of coverage, (iii) the Effective Date, and (iv) the Contribution amount. Please check the Takaful Schedule to ensure that they correctly reflect the type and amount of Benefit requested as what have been agreed by You. Please return this Takaful Contract to Us immediately for rectification if any of the information is incorrect.

TAKAFUL CONTRACT INFORMATION STATEMENT

Free- Look Period Fifteen (15) Days	You have the right to return this Certificate of Takaful with written instruction to Us within of fifteen (15) days after the Certificate has been received by You, for any reason. If returned, the Certificate of Takaful will be considered void from the beginning and any Contribution paid will be refunded to You, less any medical examination fee incurred. Please note that for the purpose of determining the period of 15 days, this Certificate of Takaful will be deemed to be returned to Us on the date We have received this Certificate of Takaful if personally delivered or on the date of posting if this Certificate of Takaful is sent to Us by registered post or on the date of transmission if this Certificate of Takaful is electronically transmitted.
Nomination	(i) Where the Principal Person Covered is the Person Covered, the Person Covered of the Certificate may nominate an individual to receive Takaful benefits payable upon the death of the Person Covered under the Certificate of Takaful, either as an executor, or as a beneficiary under a Conditional Hibah by notifying Us in writing. (ii) the nomination under (i) may be made – (a) at the time the Certificate of Takaful is issued; or (b) if the Certificate of Takaful has already been issued, by notifying Us in writing or by submitting the Certificate for an endorsement of the nomination by Us.

	(iii) Where the Principal Person Covered is the Person Covered, the Person Covered of the Certificate may nominate an individual to receive Takaful benefits payable upon the death of the Person Covered under the Certificate of Takaful, either as an executor, or as a beneficiary under a Conditional Hibah by notifying Us in writing. (iv) the nomination under (i) may be made – (a) at the time the Certificate of Takaful is issued; or (b) if the Certificate of Takaful has already been issued, by notifying Us in writing or by submitting the Certificate for an endorsement of the nomination by Us. (v) The Principal Person Covered in the absence of such specify the shares by the Principal Person Covered be paid to the Nominee(s). In the absence of such specified shares by the Principal Person Covered, We shall pay the Nominees in equal shares. (vi) The Nominee(s) appointed as Executors will receive the Takaful Benefits according to the percentage indicated in the Nomination of Executor Form and will act as executor(s) to distribute the proceeds, subject to conditions below: (a) For the Muslim Principal Person Covered, the Executors have to distribute the Takaful Benefits as specified under the Islamic Financial Services Act 2013 according to Islamic Law and/or any other applicable laws; or (b) For the Non Muslim Principal Person Covered, the Executors have to distribute the Takaful Benefits according to the Distribution Act 1958, Letter of Administration or Grant of Probate. At the time of claim, if any of the Executors has passed away, the percentage of the deceased Executors will be distributed equally among the surviving Executors, who will then act as Executors to distribute the proceeds. (vii) A nomination by the Principal Person Covered for a Nominee to be a beneficiary under a Conditional Hibah, shall, regardless of any written law, have the effect of transferring ownership, and shall transfer ownership, of the Takaful Benefits payable to the Nominee upon the death of the Principal Person Covered. Such Takaful Benefits so transferred shall not form part of the estate of the deceased Participant or be subject to his or her debt. (viii) Upon payment of Takaful Benefits, We shall be discharged from any further liability with respect to any person paid.
Revocation of Nomination	(i) A nomination shall be revoked— (a) upon the death of the Nominee, or where there is more than one Nominee, upon the death of all the Nominees, during Principal Person Covered lifetime; (b) by a notice in writing given by the Principal Person Covered to Us; or (c) by any subsequent nomination. (ii) Subject to paragraph (i), a nomination shall not be revoked by a will or by any other act, event or means. (iii) Where there is more than one Nominee and any particular Nominee who is nominated as a beneficiary under conditional hibah predeceases the Principal Person Covered, We shall pay the share of the deceased Nominee, upon the death of the Principal Person Covered to the estate of the deceased Principal Person Covered unless the Principal Person Covered has made a subsequent nomination in place of the deceased Nominee.
Admission of Age	You are required to provide Us with proof of age (i.e. a birth certificate or identity card) before We can make any payment of Benefits to You.
Where to Pay Contributions	You may pay Contributions directly at Our Head Office or at any of Our branches, or by any method of payment that is acceptable to Us.

Failure to Pay Contribution	You are given a Grace Period of thirty-one (31) days to pay the Contribution due. If Your Contribution is not received within the Grace Period, Your Contract shall automatically be cancelled and We shall be entitled to the pro-rated Contribution for the period between the date of inception of this Contract up to its cancellation date.
How to Make a Claim	To make a claim under this Certificate, please refer to the Notice of Claim and Filing Proof of Loss provisions in this Certificate. The claim form is available at our branches and Head Office. Please refer to our website at www.etiqa.com.my for more details on the claim requirements. Should You require any assistance, please contact your servicing agent or call Our Etiqa Oneline at 1300 13 8888.
Right to Make Partial Withdrawal	The Person Covered have the right to make partial withdrawal for the amount in their Participants' Investment Fund under this Contract, if any.
Right to Surrender	The Principal Person Covered has the right to terminate or surrender their Takaful cover under this Certificate for the amount in their Participants' Investment Fund (PIF) and the remaining surplus from the Participants' Risk Fund (PRF). However, it may not be to their advantage to surrender their Takaful cover because: (i) the Person Covered may receive a lesser amount than the total Contributions that the Person Covered have paid; and (ii) if Person Covered plans to participate in another Family Takaful plan, The Person Covered may not be able to obtain a similar Benefit for the same level of Contribution.
Change of Address	Please inform Us immediately of any change of address to ensure that there will be no interruption in communication from Us to You.
Contact Us	For service or information on this Contract, please contact: (i) Etiqa Oneline at 1 300 13 8888; or (ii) Any of Our branch offices.
Service Standards	We assure You that We will strive to provide You with the highest standard of service. However, if We do not meet Your expectations, or if You are not satisfied with Our service, please refer Your complaint as follows: Complaint Management Unit Level 4, Tower C, Dataran Maybank No 1, Jalan Maarof, 59000 Kuala Lumpur Telephone Number: 1300 13 8888 (Overseas at +603-2780 4500) Facsimile Number: 03-2785 3093 E-mail: cmu@etiqa.com.my
Ombudsman Financial Services (OFS)	The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa Family Takaful Berhad to a dispute, or Etiqa Family Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows: Email : enquiry@ofs.org.my or Fax : 603-2272 1577 or Postal address : Chief Executive Officer, Ombudsman for Financial Services (Formerly known as Financial Mediation Bureau) Level 14, Main Block, Menara Takaful Malaysia, No.4, Jalan Sultan Sulaiman, 50000, Kuala Lumpur. Alternatively, the Claimant or Participant may file the dispute in person at the OFS office. The OFS must be contacted within six (6) months from the date of the final decision from

	Alternatively, the Claimant or Participant may file the dispute in person at the OFS office. The OFS must be contacted within six (6) months from the date of the final decision from Etiqa Family Takaful Berhad/Us to the dispute of the Claimant or Participant. For further details on the OFS, please obtain the information pamphlets from Etiqa Family Takaful Berhad/Us or visit the OFS website at www.ofs.org.my. Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa Family Takaful Berhad/Us should they be dissatisfied with the outcome by the OFS.
Bank Negara Malaysia (BNM)	Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to BNM, giving details of the complaint, the name of Takaful Operator and Certificate number or the Claim number. Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator also be sent to facilitate tracing the case file kept by the Takaful Operator. The contact details are as follows: Director Jabatan LINK dan Pejabat Wilayah Level 13C Bank Negara Malaysia P. O. Box 10922 50929 Kuala Lumpur. Telephone Number: 03 - 2698 8044 Facsimile Number: 03 - 2693 4051
Our Head Office Address	If You need to write to Us, Our Head Office address is: Etiqa Family Takaful Berhad (266243-D) Level 19, Tower C, Dataran Maybank, No. 1 Jalan Maarof, 59000 Kuala Lumpur. Tel No: 03 2297 3888 Fax No: 03 2297 3800 Email: info@etiqa.com.my

DEFINITIONS

You (Your, the Participant)	The owner of this Contract, as stated in the Takaful Schedule.
We (Our, Us, the Takaful Operator)	Etiqa Family Takaful Berhad (Company No. 266243-D)
Principal Person Covered	The designated persons whose name first appears on the Certificate of Takaful or any Endorsement issued by Us, whereby he or she is the person who has been listed by You and accepted by Us for inclusion in the Scheme. He or she is the payor of the Contribution.
Person Covered(s)	The designated persons whose name appears on the Certificate of Takaful or any Endorsement issued by Us, whereby they are all persons who have been listed by You and accepted by Us for inclusion in the Scheme.
Spouse	A legally married spouse of the Principal Person Covered who is within the Eligible Age of Cover, which is : (i) Entry Age of between nineteen (19) years and fifty-nine (59) years, based on age next birthday (ii) Renewable Age up to sixty-six (66) years old, based on age next birthday
Child / Children	Any unmarried child, stepchild or legally adopted child of the Principal Person Covered who is financially dependent on the Person Covered and who is within the Eligible Age of Cover, which is : (i) Entry Age of 30 days old to nineteen (19) years based on age next birthday (ii) Renewable Age up to twenty- four (24) years, based on age next birthday
Group Benefits Plan (the Plan)	The Benefits that Person Covered are entitled to from the Contract, and/or Supplementary Contract(s), if any, upon being accepted for inclusion in the Plan.
Takaful Contract	The Benefits that Person Covered are entitled to from the Contract, and/or Supplementary Contract(s), if any, upon being accepted for inclusion in the Plan.
Certificate of Takaful	Certificate of Takaful issued to any Person Covered in accordance with the terms of this Master Certificate as evidence of Person Covered's Takaful coverage under this Master Certificate. Details of the terms and conditions are stipulated under Master Certificate.
Endorsement(s)	Any written change to the Contract which is issued and properly authorised by Us.
Contribution(s)	The amount of money that You pay to Us to participate in this Group Family Takaful Contract and its Supplementary Contract(s), if any. Your Contribution is used to pay for: (i) Wakalah Fee (the portion of the Contribution that is used to pay commissions and Our fee to operate and manage the Takaful Fund on Your behalf); and (ii) Tabarru' (the portion of the Contribution that is used for the purpose of Takaful); and Savings (the portion of the Contribution that is use for savings purpose)
Wakalah	"Wakalah" is an Arabic word meaning the nomination by one party of another to act on his or her behalf. In the context of this Certificate, this means that You have appointed Us to manage the Certificate and Takaful Fund on Your behalf. You have also authorized Us to delegate our rights, duties and obligations to any third party as we deem fit. In the event of such delegation, We will remain liable and responsible for all such rights, duties and obligations towards You.

Ju'alah	"Ju'alah" is an Arabic word that means wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this contract of takaful, it refers to the basis of distribution of surplus from the Participant Risk Fund which is agreed between Us and the Participant / Covered Person.
Tabarru'	"Tabarru'" is an Arabic word that means donation, gift or contributions. In this Takaful Contract, it means Contribution for the purpose of Takaful. This portion is placed in the Participants' Risk Fund.
Participants' Risk Fund (PRF)	The account where the Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Contributions allocated to this fund and its investment(s) are used to pay for the Takaful Benefits.
Participants' Investment Fund (PIF)	The account where the Savings portion of the Contribution is placed for the purposes of investments and to receive any income from it.
Savings	The portion of the Contribution that is placed in the Participants' Investment Fund (PIF).
Qard Hasan	Qard Hasan, in the context of this Contract, means an interest-free loan which is given by the Takaful Operator to the Participants' Risk Fund (PRF) when it becomes insufficient to fulfil its Takaful obligation. The loan will be paid by the future surpluses from the Participants' Risk Fund (PRF).
Effective Date	The date provided in the Takaful Schedule as the effective date.
Commencement Date	Commencement Date starts from the contribution deduction month or the Inclusion Date of the Person Covered, whichever is later.
Renewal Date	The One (1) full year period that starts on the Commencement Date, and any subsequent anniversary of the Commencement Date as long as this Contract is renewed and the Contribution is paid.
Issue Date	The date that this Contract and any Endorsement are issued, as shown in the Takaful Schedule.
Inclusion Date	The date that Person Covered have been accepted for inclusion into the Group Benefits Plan.
In Force	This Contract is "In Force": (i) If all Contributions have been paid when due or within the Grace Period of thirty-one (31) days; and (ii) It continues to provide Family Takaful as provided hereunder; and (iii) It has not been terminated or expired; and the Principal Person Covered is alive
Grace Period	The additional period of time that We provide for You to pay the Contribution due. The Grace Period under this Contract is thirty-one (31) days from the date the Contribution is due.
Lapse(d)	The Certificate of Takaful is no longer In Force.
Reinstatement	The act of reinstating the Certificate of Takaful from a Lapsed state back to In Force. The effective date of the reinstatement will be determined by Us.
Takaful Benefit(s) / Benefit(s)	Any payments that We will pay when Covered Event(s) occur. Investment profit from Participants' Investment Fund (PIF) and surplus from Participants' Risk Fund (PRF) are not included.

Sum Covered	The amount as stated in the Certificate of Takaful.
Covered Event(s)	The event(s), upon the occurrence of which the Benefits become payable under this Contract and/or Supplementary Contract(s), if any. The Covered Event(s) is/are identified in the Takaful Schedule.
Free Cover Limit	The amount of benefit covered without the requirement for any evidence of health.
Natural Cause	Attributed to an illness or an internal malfunction of the body.
Accident	A sudden, unforeseen and unplanned event that results in bodily injury that is violent, external and visible in nature.
Injury	Bodily injury effected directly and independently of all other causes by an Accident of which, except in the case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of the body.
Diagnosis	The definitive diagnosis made by a Physician, based upon such specific evidence, as referred to in the Definition of Critical Illness or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us. In the event of any doubt regarding the appropriateness or correctness of the diagnosis, We shall have the Person Covered and/or any of the evidence used in arriving at such diagnosis re-examined by a Physician appointed by Us and the opinion of such Physician as to such diagnosis shall be binding on both You and Us.
Pre-Existing Condition	Any condition, ailment, or complication directly or indirectly, wholly or partly lead to a covered event which existed prior to commencement of the Takaful coverage
Doctor or Physician or	A generic term for Doctor, Consultant Physician, Surgeon, or Specialist, and is used to refer to a medical practitioner:
Surgeon	(i) licensed or registered to practice western medicine; and (ii) who, in rendering such treatment, is practicing within the scope of his/her licensing and training in the geographical area of practice; and who is not the Person Covered himself/herself or his/her spouse.
Hospital	A registered institution under supervision of Physicians, established for the purpose of providing treatment and care of bed-paying sick or injured patients, and has facilities for :- (i) Twenty-four (24) hour nursing services by registered and graduate nurses; and (ii) Diagnostic and major surgery. A Hospital is expressly NOT: (i) Primarily a clinic; (ii) A convalescent, nursing or rest home; (iii) A rehabilitation centre for alcoholics or drug addicts; or A home for the elderly or infirmed.
Material Information	(i) The information, answers and disclosures provided by You or the Person Covered in Your application form or any subsequent questionnaires provided to Us, on any matters relating to Your application between the time of submission of Your application and the time of issue, reinstatement or endorsement of this Master Certificate; and (ii) Medical reports and any other reports provided to Us on Your behalf.

Personal Data	Any information that relates directly or indirectly to You and extends to any individual whose personal data has been provided by You, who is identified or identifiable from that information or from that and other information in Our possession, including any sensitive personal data and expression of opinion about You and the individual. For clarity purposes, Your personal data may have otherwise been provided to Us by an authorised third party.
Claimant	The eligible person who submits a claim for an incurred loss.
Conditional Hibah	Hibah is a transfer of ownership of an asset from the one party to another during the lifetime or existence of the former without any consideration or reward. In relation to payment of Takaful Benefits, Conditional Hibah is a transfer of ownership of the Takaful Benefits payable to the Beneficiary upon the death of the Principal Person Covered while the certificate remains In-force. Such Takaful Benefits so transferred shall not form part of the estate of the Principal Person Covered or be subject to his or her debts. Such hibah is conditional as the Principal Person Covered may revoke if at any time during his or her lifetime.

SUMMARY OF YOUR RIGHTS AND BENEFITS

This summary briefly highlights some of the important terms and conditions of the Master Certificate and/or Supplementary Contract(s), if any. For more detailed information, please refer to the respective sections.

The Type of Contract	This is a yearly renewable Group Family Takaful Contract that provides Takaful cover to all Person Covered up to the Maximum Age of Cover that is specified in the Takaful Schedule. In addition, it also accumulates savings for the Person Covered in the Participants' Investment Fund (PIF).
Benefit	Upon death of a Person Covered due to the Covered Event(s) identified in the Takaful Schedule, We shall pay to You the Sum Covered with regard to the Person Covered.
Savings in Participants' Investment Fund	The Person Covered will accumulate Savings in their Participants' Investment Fund. The Person Covered are allowed to make Partial Withdrawal from their Savings once a year, after one (1) full year from the Commencement Date or Inclusion Date, whichever is later. In addition, upon reaching the Maximum Age of Cover, as stated in the Takaful Schedule, the amount in the Person Covered's Participants' Investment Fund, if any, shall be paid out as Maturity Benefit.
Payment Contribution of	Contributions are payable in advance, depending on the contribution mode that you have chosen; annually, semi-annually, quarterly or monthly. Due dates of the Contributions are measured from the Commencement Date. If the Contribution with respect to any of the Person Covered is not paid within the thirty-one (31) days grace period, the cover in respect of the Person Covered will be terminated.
Supplementary Contract(s)	This Contract may contain Supplementary Contract(s) which provide additional Benefits. These additional Benefits come with additional Contribution, should. You choose to include them at the commencement of this Contract or after the Contract has been issued.

OWNERSHIP OF THE CONTRACT

Ownership of the Contract	Unless otherwise expressly provided for by Endorsement in the Contract, We shall be entitled to treat. You as the legal owner of the Contract.
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What are the Rights of the Owner	You may exercise all rights provided under this Contract. Your rights include the right to: i) Cancel or terminate the Contract and/or Supplementary Contract(s), if any, by giving a thirty (30) days prior written notice, ii) Determine the category of Person Covered and their respective entitlement of Benefits under the Group Benefit Scheme, iii) Renew the Contract and/or Supplementary Contract(s), if any, within the Grace Period
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ELIGIBILITY

Application for Inclusion	Acceptance as a Person Covered may be subjected to evidence of health at Your own expense. Such evidence must be satisfactory to and accepted by Us. Cover commences upon Our approval of the request for inclusion.
Qualification Requirements	It is a special requirement of this Contract that there must be an absolute minimum of fifty (50) Person Covered for the Contract to be valid, unless You and We agree otherwise.
Medical Evidence	The evidence of health requirement will be waived for any Person Covered who is not more than sixty (60) years of age on his/her date of eligibility, and the total amount of his Sum Covered under this Contract does not exceed Free Cover Limit as per stated in the Takaful Schedule. Benefits for whom evidence of health is required shall not commence until such evidence has been received by Us and its underwriting decision communicated to and accepted by You.

RECORDS OF PERSON COVERED

Eligibility	Persons eligible to be covered under this Contract are your employees/ member, Spouse and Children. The age eligibility are as follows :- (i) employee/member/ Spouse : Aged between nineteen (19) years and fifty-nine (59) years (next birthday); renewable up to sixty-six (66) years old (next birthday) (ii) Child/ Children : Aged over 30 days old and nineteen (19) years (next birthday); renewable up to twenty-four (24) years (next birthday)
Records of Person Covered	All You are required to keep and furnish to Us a record of all Person Covered with the following essential particulars: (i) Name, Identification Card Number, date of birth and gender of all Person Covered (ii) New additions as well as any terminations (iii) Request for subsequent inclusions Such records and any other information that may reasonably be considered to have a bearing on the administration of the Takaful cover of the Contract and on the determination of the contribution rates shall be given to Us at the end of each month for so long as this Contract remains in force. We reserve the right to inspect such records at any time.
Change of Business, Occupation or Physical Condition	You must notify Us immediately of any change in: (i) Your address or business or trade; or (ii) The Person Covered's occupational duties. You must also give notice before any Renewal of Cover, of any injury, disease, physical defect or infirmity affecting the Person Covered. We reserve the right to revise the Contribution rates if the change warrants such a revision.

Increase in the Sum Covered	Person Covered must provide evidence of health if the Sum Covered exceeds the Free Cover Limit or a pre-determined percentage of increment allowed by Us.
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CONTRIBUTION

Contribution	The first Contribution must be paid in full before or on the Commencement Date of this Contract. Subsequent Contributions must be paid when due or within the Grace Period. The Takaful cover shall continue during the Grace Period. However, in the event that a claim is incurred within the Grace Period, but before the Contribution is paid, We shall deduct this unpaid Contribution, as well as balance of the Contribution for the remaining Period of Coverage, from the claim proceeds. In the event that the Contribution is not paid within the Grace Period, then this Contract shall automatically be cancelled and We shall be entitled to the pro-rated Contribution for the period between the date of inception of this Contract up to its cancellation date.
Non-payment of Contribution for a Person Covered	If the Contribution in respect of a Person Covered is not paid within the Grace Period, the Takaful cover for the Person Covered shall automatically be terminated. The Person Covered shall then cease to participate in the Contract and/or Supplementary Contract(s), if any, and We shall pay the amount remaining in the Participants' Investment Fund in respect of the Person Covered, if any.
Certificate Lapse	If a Contribution is not paid within the thirty-one (31) day Grace Period, this Certificate will lapse on the due date of the unpaid Contribution.
Reinstatement	If Your Certificate has lapsed, You may request to reinstate this Certificate to an "In Force" state provided: (i) The Principal Person Covered is still alive; and (ii) The Certificate has not been surrendered; and (iii) The Certificate has not lapsed for more than one (1) year. To reinstate the Certificate, We must receive: (i) all required information and evidence that are necessary for Us to make a decision to reinstate. The evidence must be satisfactory to Us and must be obtained at Your own cost. (ii) payment of all overdue Contributions from their due dates to the date of Reinstatement. Your application for Reinstatement and any written statement from You will become part of this Certificate. We reserve the right not to reinstate the Certificate, or to reinstate the Certificate with additional conditions.
Deduction of Wakalah Fee	We shall deduct an amount as Wakalah Fee from the Contribution that You have paid. The amount of Wakalah Fee is as stated in the Takaful Schedule.
Allocation to the Participants' Risk Fund and Participants' Investment Fund	Balance of the Contribution after deduction of the Wakalah Fee shall be allocated to the Participants' Risk Fund for the purpose of Takaful and the Participants' Investment Fund for the purpose of Savings, based on the Net Contribution Allocation Ratio specified in the Takaful Schedule.
Surplus from the Participants' Risk	The yearly distributed surplus, if any, shall be shared between Person Covered and Us subject to the Net Surplus Allocation Ratio specified in the Takaful Schedule.

Fund	If the balance in the Participants' Risk Fund is insufficient to fulfil Takaful obligation, We shall arrange for interest-free loan (Qard Hasan) which will be repaid by future surpluses from the Participants' Risk Fund.
Investment Profit from the Participants' Investment Fund	A percentage of the yearly profit from Your Participants' Investment Fund's investment shall be credited and reinvested with the accumulated Savings in the Participants' Investment Fund for the Person Covered's benefits; and the balance shall be paid to Us as incentive for managing the Participants' Investment Fund. The percentage of profit to be allocated to You shall be based on the Net Profit Allocation Ratio specified in the Takaful Schedule.

PERIOD OF COVER

Period of Cover	This Contract and the Supplementary Contract(s), if any, is valid for one (1) year, effective at the start of the Period of Coverage specified in the Takaful Schedule.
Renewal of Cover	The Takaful Contract and the Supplementary Contract(s), if any, shall automatically be renewed at each anniversary of the Commencement Date, subject to Our agreement. Should We decide not to renew this Contract and/or the Supplementary Contract(s), We will give you thirty (30) days written notice before the current Contract expires together with reasons where appropriate. This written notice will be sent to Your last known address on Our records by registered mail. Should We decide to defer the renewal of this Contract and/or the Supplementary Contract(s), We will give you thirty (30) days written notice before the current Contract expires, together with reasons where appropriate. This written notice will be sent to Your last known address on Our records by registered mail. Should We decide to renew this Contract and/or the Supplementary Contract(s) with modified terms and conditions, or with exclusion of any specific coverage, condition or disability which gave rise to a previous claim, We will give you thirty (30) days written notice before the current Contract expires, together with the reasons for the modification where appropriate. This written notice will be sent to Your last known address on Our records by registered mail.
Exceeded Age Limit at Renewal of Cover	The Renewal of Cover shall not apply to Person Covered who have exceeded the Maximum Age of Cover at the Renewal Date, as stated in the Takaful Schedule.

TAKAFUL BENEFITS

Death Benefit	If a Person Covered dies due to the Covered Event(s) identified in the Takaful Schedule, while this Contract is In Force, the amount of Benefit payable to Claimant is the Sum Covered with regard to the Person Covered. Upon payment of the Death Benefit, We shall be discharged from any further liability under this Contract with regard to the Person Covered.
Maturity Benefit	Upon a Person Covered reaching the Maximum Age of Cover, as stated in the Takaful Schedule, We shall pay to the Person Covered the amount in the Participants' Investment Fund and the remaining surplus (if any) from the Participants' Risk Fund.

RESTRICTION OF BENEFITS

Exclusions on Death Benefit	We shall not pay the Death Benefit if death of the Person Covered occurs due to: (i) Participation in any criminal act, riot, civil commotion, insurrection, war (whether declared or not), revolution or any warlike operations, acts of foreign enemies, any act of terrorism and chemical warfare. (ii) Participation in any dangerous or hazardous sport or hobby such as (but not limited to) steeple chasing, polo, horse racing, underwater diving, hunting, motor vehicular racing, mountaineering or potholing; (iii) Participation in any form of aviation (except as a fare-paying passenger or crew member on a regular route operated by a commercial airline), or aerial sports such as (but not limited to) skydiving, parachuting, bungee jumping, hang gliding and ballooning. (iv) Injuries or hospitalisation as a result of drug addiction, or while under the influence of alcohol. (v) HIV infection, Acquired Immune Deficiency Syndrome (AIDS) and any AIDS related conditions (vi) Committing or trying to commit any illegal act.
Right to adjust terms for misstatement of age or sex	If the age or sex of the Person Covered has been misstated, resulting in a shortage of Contribution, the Sum Covered for that Person Covered, will be reduced based on the amount that corresponds to the correct age and sex. If the misstatement of age or sex of the Person Covered resulted in an excess of Contribution on that Certificate of Takaful, then We shall refund the excess to the Person Covered. The adjustment to Sum Covered or the refund will be based on Contribution rates in effect on the Commencement Date for the Person Covered on which there is a misstatement.
Our Right to Challenge the Certificate	We cannot challenge a Certificate of Takaful for misrepresentation more than two (2) years from a Commencement Date for that Certificate of Takaful, unless We are able to show that the Participant or the Person Covered suppressed or fraudulently provided Material Information, which if known by Us, would have led to our refusal to issue the Certificate of Takaful, or would have led Us to impose terms and conditions less favourable than those imposed in the Certificate of Takaful. In the event that We identify misrepresentation within two (2) years of the Commencement Date for that Certificate of Takaful, the Certificate of Takaful of that Person Covered may be terminated or voided, claims for Takaful Benefits refused, or the terms and conditions applicable to the Person Covered changed in the Certificate of Takaful.

CLAIMS

Notice of Claim due to Death	The written notice of claim for Death must be provided to Us within thirty (30) days from the date of death. The claim notification may still be submitted after thirty (30) days if it can be shown that notice was given as soon as it was reasonably possible.
Filing Proof of Loss due to death	The appropriate claim form will be provided upon receiving the written notice of claim. Please attach all relevant information such as the death certificate and medical report to support the claim. Evidence of claim shall be provided at Claimant's own cost, and should be provided to Us within thirty (30) days after the notification of claim has been received by Us.
Our Right to Request for a Medical Examination	We reserve the right to request that the Person Covered be subjected to a medical examination by a Doctor of Our choice, as and when We require. In case of a death claim, We shall also reserve the right to investigate the circumstances of death. We will bear the cost of such medical examination or investigation.
Payment of Claim	Any payments under this Contract and/or Supplementary Contract(s), if any, shall be payable to You/Claimant and You/Claimant will be liable for any estate duty or administration of the Benefit subsequent to the payments made by Us. Upon full payment of the Benefit, We will be discharged from any further liability under this Contract and/or Supplementary Contract(s), if any, in respect of the Person Covered.
Fraudulent Claim	We shall not pay any Benefit for a claim that is fraudulently or falsely made, either by the Person Covered or by anyone else on his/her behalf. Should this fraudulent or false claim occurs, the Takaful cover in respect of that Person Covered shall immediately be cancelled and void and the Contributions paid in respect of the Person Covered shall be forfeited to Us.

GENERAL PROVISIONS

Obligation take to reasonable care and not to misrepresent	If the Person Covered is required by Us, before the Master Certificate or Certificate of Takaful is varied, to answer any questions or provide declarations, or if the Person Covered are required to confirm or amend any answers or declarations previously provided in relation to the Master Certificate or Certificate of Takaful, it is the duty of the Person Covered to take reasonable care not to make a misrepresentation when answering the questions or making the disclosures.
Alteration to the Terms and Conditions of this Contract	No Takaful Intermediary is authorised to alter or amend this Contract and/or Supplementary Contract(s), to waive any conditions or provisions, to extend the time of paying a contribution or to bind Us by making any promise or representation. No change in this Contract and/or Supplementary Contract(s) shall be valid unless evidenced by an Endorsement signed by Our officer. We reserve the right to make any amendments to the terms and conditions of this Contract and/or Supplementary Contract(s) by giving thirty (30) days written notice by registered mail, which will be sent to Your last known address in Our records.

Right to vary terms in event of changes in laws	We may vary the terms of the Master Certificate or Certificate of Takaful if there are changes in legislation, or a directive is issued by any government authority, which imposes responsibilities on either party or which affects any of the terms of the Master Certificate or Certificate of Takaful. The changes will be determined by Us to be appropriate and equitable. We shall notify the effected Participant or Persons Covered in writing, when terms in the Master Certificate or Certificate of Takaful need to be changed.
Conditions Precedent to Liability	The due observance and fulfilment of the terms, conditions and endorsements of the Contract and Supplementary Contract(s), if any, shall be conditions precedent to Our liability to effect any payment under this Contract and the Supplementary Contract(s).
Payment is in Ringgit Malaysia	Any payment made by You to Us, or by Us to You, shall be in Ringgit Malaysia (RM).
Notices	All notices from You to Us, or from Us to You, shall be in writing and sent by registered mail.
Proper Law and Jurisdiction	This Certificate and Supplementary Contracts, shall be construed and governed by the laws of Malaysia. Any action or suit against Us shall only be instituted in the courts of Malaysia.
Legal Proceedings	No action at law shall be brought to recover on this Contract until sixty (60) days have elapsed from the date that You provide Us with all the necessary evidence to support any claim of a Person Covered.
Cancellation of the Contract by You	You may cancel this Contract and/or Supplementary Contract(s) at any time by giving Us not less than thirty (30) days prior notice in writing. The Contract and/or Supplementary Contract(s) shall terminate on the date of receipt of the notice or the date of cancellation specified in the written notice, whichever is later. Upon termination, You shall remain liable to pay to Us the full contribution in respect of any Person Covered who was covered by the Contract and/or Supplementary Contract(s) prior to the date of termination.
Termination due to Anti-Money Laundering, Counter Financing of Terrorism and Proceed of Unlawful Activities	If We discover, or have justified suspicion, that the Master Certificate or a Certificate of Takaful is exploited for money laundering activities, to finance terrorism or for unlawful activities. We reserve the right to terminate the Master Certificate or respective Certificate of Takaful immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Certificate of Takaful in any manner which we deem appropriate, including but not limited to handing it over to the relevant authorities.
Surrender of the Certificate of Takaful by the Principal Person Covered	The Principal Person Covered may surrender their Certificate of Takaful at any time. Upon surrender of the Certificate of Takaful, We shall pay the Person Covered the amount in the Participants' Investment Fund and the remaining surplus from the Participants' Risk Fund, if any. Once We have paid the abovementioned amounts, the Certificate of Takaful will be terminated and We will be discharged from any future liability in respect of the Person Covered.
Termination	A Person Covered is no longer covered under this Contract and the Supplementary Contract(s) upon: (i) Cancellation, termination or expiry of this Contract and/or Supplementary Contract(s); or (ii) Surrender of the Certificate of Takaful; or

	(iii) The date of full settlement of the Sum Covered for the Person Covered under the Contract and/or Supplementary Contract; or (iv) Attainment of the Maximum Age of Cover, as specified in the Takaful Schedule; or (v) Termination of membership; or (vi) Non-payment of Contribution.
Data Protection Obligations and Rights	We shall be able to process Personal Data according to the section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by the Participant or the Persons Covered, as the context may require, to: (i) Etiqa Life Insurance Berhad, Etiqa Family Takaful Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd; (ii) Other entities within the Maybank Group; (iii) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, services and activities; (iv) Other insurance companies or Takaful Operators and distribution partners (such as, banks, Islamic banks, insurance brokers, Takaful brokers, reinsurance companies, Retakaful Operators); (v) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) and Malaysian Takaful Association (MTA); (vi) Our merchants and strategic partners; (vii) Any parties authorised by the Participant or a Person Covered (from time to time); or (viii) Enforcement regulatory and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities. The Participant and Persons Covered will keep Us updated in respect of all such Personal Data as soon as is practicable. We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us. We may from time to time request that the Participant and Persons Covered provide other Personal Data required for the purposes of the Master Certificate or Certificates of Takaful. Prior to providing Us with the Personal Data of a Person Covered, or another individual, the Participant or Persons Covered providing the Personal Data, must inform that individual of Our privacy notice. For the detailed privacy notice on how We collect, use, process, protect and disclose Personal Data, please visit Our branches, contact Etiqa Online at 1300 13 8888, or refer to Our website at www.etiqa.com.my.
Changes in Taxation Regulation and Legislation	We may vary the terms of this Contract as We consider appropriate and equitable ,if there are changes in taxation, regulations or legislation that affect this Contract. We will notify You in writing three (3) months prior when terms in this Contract need to be changed. If any such tax applies, it shall be Your obligation to pay such chargeable tax (where applicable). In the event You do not pay such all value added tax, goods and services tax or any other tax of a similar nature, Etiqa may, but is not obliged to pay such tax on Your behalf, and You shall reimburse or indemnify Etiqa for all of such tax upon demand by Etiqa.

How to settle a dispute through arbitration	If You dispute a decision We have made relating to the Master Certificate, and You do not wish to mediate the dispute, or You do not accept OFS's decision or award, You may refer to arbitration. Request for referral must be made within twelve (12) months of the dispute. You and We shall mutually agree to appoint a single Arbitrator. If You and We cannot agree upon a single Arbitrator within one (1) month of the notice of arbitration, then You and We shall each appoint an Arbitrator, and the two Arbitrators will appoint an umpire. The umpire shall sit with the Arbitrators and preside at their meetings. All appointments must be in writing by the respective parties making the appointment. The single Arbitrator (in the case where You and Us agree to a single Arbitrator), or the Arbitrators and umpire (in the case where You and Us do not agree on a single Arbitrator), shall review the dispute and make a decision. The arbitration decision will cover the settlement of the dispute and the costs of arbitration. The decision of arbitration is not contestable and is binding on both You and Us.
Upgraded Benefits	If the Benefits to any Person Covered under the terms of this Contract, including Supplementary Contracts be increased while it is in force and if such Person Covered shall have been afflicted with a claim prior or at the time the Benefits were increased, the Limits of Benefits payable in respect of Benefits shall not exceed the Limit of Benefits prior to the date the Benefits were upgraded.