

**You** as named in the **Schedule** agree to participate in Takaful myClick MozzCare and pay the contribution into the **General Takaful Fund (GTF)** based on **Tabarru'**.

**You** authorize **Us** based on **Wakalah** to manage the **GTF** and in return, **We** will receive the **Wakalah** fee.

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

## PART A : DEFINITIONS

In this 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. **"Dengue"** means a mosquito - borne disease caused by the **Dengue** virus.
2. **"Effective Date"** refers to the first day of a **Period of Takaful** on which coverage of the **Person Covered** under **Your** certificate has become effective as stated in the **Schedule** issued to the **Person Covered**.
3. **"Endorsement"** refers to the document that **We** issue to **You** to confirm any changes of the coverage to this certificate.
4. **"Expiry Date"** refers to the last day of a **Period of Takaful** on which coverage of the **Person Covered** under **Your** certificate will cease as stated in the **Schedule**.
5. **"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 certificate. This fund is collectively owned by the pool of participants.
6. **"Medical Practitioner"** means a person who is qualified and licensed to practice western medicine and duly registered with Malaysian Medical Association who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice excluding **You/Person Covered** and his/her immediate family member or relatives.
7. **"Microbiological Laboratory Test"** refers to NS1 antigen test, RT-PCR test and/or **Dengue/Zika** serological test for **Dengue/Zika** virus-specific antibodies, types IgG and IgM.

Where:

NS1 antigen test means laboratory test for **Dengue**

RT-PCR test means laboratory test for **Zika**

IgG means Immunoglobulin G, a type of antibody

IgM means Immunoglobulin M (IgM), a type of antibody

8. **"Participant"** means the individual to whom or the business entity/company as named in the **Schedule**. For avoidance of doubt, a **Participant** may also be a **Person Covered**.
9. **"Period of Takaful"** means the coverage period from the **Effective Date** until the **Expiry Date** (both dates inclusive) as stated in the **Schedule**.
10. **"Person Covered"** means person(s) eligible for the cover as named in the **Schedule** issued by **Us**. The **Person Covered** must be at least 18 years old next birthday.
11. **"Plan Type"** means the plan as selected by the **Person Covered** and stated in the **Schedule** issued by **Us**.
12. **"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 certificate, **We** will lend an amount of money to the **GTF** without interest if the **GTF** is in deficit.
13. **"Schedule"** means a document **We** issue to the **Person Covered**. It shall be read together with the terms and conditions in this certificate.

14. **“Sum Covered”** in respect of each plan means the maximum amount **We** will pay in the event of claim(s).
15. **“Tabarru”** means donation for charitable purposes. Under this certificate, **You** donate a portion of the contribution to the **GTF** based on **Tabarru’** to help other participants. **Tabarru’** takes into effect when You contribute to the **GTF**.
16. **“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, Person Covered** or the beneficiary on the occurrence of pre-defined events.
17. **“Waiting Period”** means the first fourteen (14) days from the **Effective Date**.
18. **“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 the imposition of a fee. Under this certificate, **You** authorize **Us** to manage the **GTF** based on **Wakalah** and in return, We will receive a **Wakalah** fee.
19. **“We”** or **“Our”** or **“Us”** means Syarikat Takaful Malaysia Am Berhad.
20. **“You”** or **“Your”** means the **Participant** as named in the **Schedule** issued by **Us**.
21. **“Zika”** means a mosquito-borne disease caused by **Zika** virus.

## PART B : BENEFITS

**We** agree to cover the **Person Covered** in one lump sum in the event the **Person Covered** is diagnosed with **Dengue** and/or **Zika** during the **Period of Takaful**. Provided that:

- (a) The **Person Covered** is proven positive with a **Microbiological Laboratory Test** which must be diagnosed by a **Medical Practitioner**; and
- (b) The **Dengue** and/or **Zika** is diagnosed after the **Waiting Period**.

Sum Covered	Plan Types		
	Bronze Plan	Silver Plan	Gold Plan
Dengue	RM2,000	RM3,000	RM4,000
Zika	RM2,000	RM3,000	RM4,000

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

## PART C: GENERAL EXCLUSIONS

**We** will not pay for claims under any of the following circumstances:

- (a) **Dengue/Zika** that is diagnosed during the **Waiting Period**; or
- (b) **Dengue/Zika** that is not diagnosed by a **Medical Practitioner**.

## PART D: GENERAL CONDITIONS

The **Person Covered** must comply with the following conditions to have the full protection of the coverage under this certificate:

1. **Alterations**  
No changes to this certificate will be valid unless approved, endorsed and signed by **Our** authorized officer.
2. **Applicable Law**  
This certificate, and all rights, obligations and liabilities arising under this certificate, shall be construed, determined and enforced in accordance with the Laws of Malaysia.
3. **Cancellation**  
There is no cancellation under this certificate since there is no refund of contribution.

**4. Cash Before Cover**

**You** must pay the contribution before the coverage under this certificate is effective.

**5. Claims Notification, Procedure and Settlement**

Upon the happening of an event which may give rise to a claim under this certificate, **You** are required to furnish **Us** the following:

- (a) copy of the **Microbiological Laboratory Test** that is certified by a **Medical Practitioner** upon diagnosis of **Dengue/ Zika**; and
- (b) proof of identity of the **Person Covered**.

**You** must submit the above documents to **Us** at **Your** or **Your** legal representative's expense within thirty (30) days upon diagnosis of **Dengue/ Zika**.

**6. Consumer Takaful Contract**

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this product wholly for purposes unrelated to **Your** trade, business or profession, **You** have a duty to take reasonable care not to make any misrepresentation in answering the questions when **You** apply for this product. **You** must answer 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**. The above duty of disclosure shall continue until the time **Your** contract of **Takaful** is entered into, varied or renewed with **Us**. In addition to answering the questions when **You** apply for this product, **You** are required to disclose any other matter that **You** know 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 when **You** applied for this product is inaccurate or has changed.

**7. The Contract**

**Your** certificate and **Schedule** shall be read together and any word or expression to which a specific meaning has been attached in any part of this Certificate Wording, **Schedule** and the **Endorsement** (if any) shall bear such meaning wherever it may appear.

**8. Customer Service Charter**

**You** may visit **Our** website to know more about **Our Customer Service Charter**.

**9. 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.

**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. Management of Fund**

Pursuant to the authorization given to **Us** by **You** 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.

**12. Notice**

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

**13. Observance**

**Our** liability shall be conditional upon the **Person Covered's** observance of the terms, conditions and limits set under this certificate and the **Endorsement** (if any) attached to or issued pursuant to this certificate.

**14. Payment of Benefits**

All benefit payments will be made to the **Person Covered** in Ringgit Malaysia. In the event of the **Person Covered's** death, **We** shall pay the claims proceed to his/her named nominee(s) if applicable or to his/her estate. Upon payment, **We** will be fully discharged of **Our** liability under this certificate.

**15. Period of Cover and Renewal**

The coverage under this certificate will commence from the **Effective Date** and ending on the **Expiry Date** subject to the terms and conditions of this certificate. On each renewal, this certificate is subject to the payment of the contribution at the rate in effect at that time as determined by **Us**.

**16. Personal Data Protection Act 2010 (PDPA 2010)**

**You/Person Covered** may make inquiries or request for access to or correction of Personal Data or limit the processing of Personal Data at any time by submitting such inquiry or request to **Us** via email to [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my). **We** will retain **Your/Person Covered** 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** have expressly acknowledged and consent to **Your** 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.

**17. Sanctions Exclusion Clause**

**We** shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states and any other locally applicable laws and regulations.

**We** may terminate this certificate with immediate effect and shall not thereafter be required to transact any business with **You** in connection with this certificate, including but not limited to, making or receiving any payments under this certificate.

**18. Right to Terminate Due To Anti Money Laundering and Counter Financing of Terrorism**

If **We** discover, or have justified suspicion, that the certificate is exploited for money laundering activities or to finance terrorism, **We** reserve the right to terminate the certificate immediately. **We** shall deal with all contributions paid and all benefits or sums payable in respect of the certificate in any manner which **We** deem appropriate, including but not limited to handing it over to the relevant authorities.

**19. Subrogation**

**We** reserve the right to undertake in **Your** name and **Your** behalf:

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

**20. Termination of This Certificate**

This certificate shall automatically terminate upon occurrence of any of the following:

- (a) when there is fraud or misrepresentation of material fact during application; or
- (b) upon expiry of the **Period of Takaful**.

If the termination is due to (a), **We** will refund to **You** the contribution (**Wakalah** fee and **Tabarru'** portion) in full. If the termination is due to (b), **We** will not refund to **You** the contribution.

Any contribution receipt by **Us** after the termination of this certificate will not create any liability to **Us** but **We** will refund such contribution to **You** without profit.

**21. Wakalah Fee**

The **Wakalah** fee chargeable under this certificate is 60% of the contribution. The **Wakalah** fee will be deducted upfront upon payment of the contribution.

## 22. Legal Proceeding Clause

No action at law or in equity shall be brought to recover on this certificate prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this certificate. If the **Person Covered** shall fail to supply the requisite proof of loss as stipulated by the terms and conditions of this certificate, the **Person Covered** 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 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.

## PART E : ENQUIRIES/COMPLAINTS AND CLAIM APPEAL

### 1. ENQUIRIES /COMPLAINTS HANDLING

If **You** have any enquiry or complaint pertaining to any matter related to **Your** certificate, **You** 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  
P.O. Box 11483, 50746 Kuala Lumpur.  
Tel: 1-300 88 252 385  
Email: [csu@takaful-malaysia.com.my](mailto:csu@takaful-malaysia.com.my)  
Website: [takaful-malaysia.com.my](http://takaful-malaysia.com.my)

### 2. AVENUE OF CLAIM APPEAL

If **You** need further clarification or **You** are 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 **Your** appeal has been decided / concluded by **Us**.

In the event that **You** are not satisfied with the final decision with regard to **Your** appeal, **You** 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** decision.

#### Ombudsman for Financial Services (664393P)

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)  
Fax: 03-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)