

You as named in the **Schedule** agree to pay the **Contribution** into the **General Takaful Fund** (“**GTF**”) based on **Tabarru’** and appoint **Us** based on **Wakalah** to invest and manage the **GTF**. As a return, **You** allow **Us** to deduct sixty percent (60%) of the **Contribution** as **Wakalah** Fee.

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”** means **Your** holding account into which the contribution after the deduction of any **Wakalah Fee** under **Your** certificate shall be credited. All benefits as specified in **Your** certificate shall be payable from this account.
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.
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 a donation for the purpose of which is not commercial and is used to help other participants.
16. **“Takaful”** refers to a mutual assistance scheme for all participants which is based on the principles of brotherhood, solidarity and cooperation where each **Person Covered** agrees to contribute a sum(s) on the basis of **Tabarru’** into a risk fund for providing financial aid and assistance to the **Person Covered**, the **Participant** 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.
19. **“We/Our/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

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. Arbitration

If **We** admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by the **Person Covered** (or **You**, where applicable) and **Us** in accordance with the law at the time. The **Person Covered** (and **You**, where applicable) may not take legal action against **Us** over the dispute before the arbitrator has reached a decision.

4. Automatic Termination

The coverage provided to the **Person Covered** will automatically terminate when any one (1) of the following events occurs:

- a. upon expiry of the Period of **Takaful**; or
- b. in the event of fraud involved the procurement of this certificate or in deriving any benefits from this certificate committed by the **Person Covered**.

5. Cancellation

There is no cancellation under this certificate since there is no refund of contribution.

6. Cash Before Cover

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

7. 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**.

8. 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 voidance 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.

9. 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.

10. Distribution of Surplus

We will invest and manage the **GTF** in accordance with the Shariah. Any surplus arising from the **GTF** will be kept in **GTF** to prepare and provide for any unfavourable claims experience.

If the **GTF** is in deficit, **We** will arrange for **Qard**. The **Qard** will be used to rectify the deficit and it will be repaid when **GTF** returns to surplus position.

11. Duplication of Cover

Each **Person Covered** is only eligible for one cover under this certificate in any one **Period of Takaful**. In the event of dual or multiple cover participated for the same risk, **We** reserve the right to pay for claims under the certificate with the highest sum covered and forthwith cancel and refund to **You/Person Covered** (where applicable) the contribution(s) paid in respect of the remaining certificate(s).

12. Fraud

If the **Person Covered**, or anyone acting for the **Person Covered**, makes a claim under this certificate knowing the claim to be false, **We** will not pay the claim and all cover under this certificate will be forfeited.

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 (PDPA)

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. **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.

17. Sanctions Exclusion Clause

We shall not be deemed to provide cover nor be liable to pay any claim or pay any benefit as contained in this certificate to the extent that the provision of such cover, payment of such claim or 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; or
 - ▶ United Kingdom; or
 - ▶ United States of America; orany of the states of the above countries; or
- any other locally applicable laws and regulations.

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
26th Floor, Annexe Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur, Malaysia.
Tel: 1-300 88 252 385 Fax: 603 - 2274 0237
Email: csu@takaful-malaysia.com.my
Website: 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 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
Website: 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