

You as named in the e-Schedule agree to appoint Us (“Syarikat Takaful Malaysia Am Berhad”) under Wakalah contract to invest and manage Contribution in the General Takaful Fund on Your behalf. As a return, You allow Us to deduct fifty percent (50%) of the Contribution as Wakalah Fee for the services rendered under this Certificate.

## 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. **“Accident”** means a sudden, unintentional, unexpected, unusual and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of **Injury** while the **Person Covered** is on **Overseas Travel**.
2. **“Alternative Medical Treatment”** means medical treatment by registered traditional medicine practitioner, osteopath, physiotherapist and/or chiropractor excluding **You/Person Covered**.
3. **“Child/Children”** means unemployed and unmarried Child/Children aged between thirty (30) days and eighteen (18) years (both ages inclusive) or up to twenty three (23) years, if he/she is studying full-time in a recognized institution of higher learning.
4. **“Common Carrier”** means any land, water or air conveyance operated under a license for the transportation of fare paying passengers and which has fixed and established routes only. It does not include taxis, helicopters and limousine services.
5. **“Curtailement”** means abandonment of the planned **Trip** as shown on the booking invoice or cutting down on the duration of the **Trip** to return to Malaysia.
6. **“Damage”** means harm to property, resulting in **Loss** of value or the impairment of its usefulness.
7. **“e-Schedule”** means a document **We** issue to **You** after **You** have applied **Your** cover with **Us**. It shall be read together with the terms and conditions in **Your** certificate.
8. **“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 **e-Schedule**.
9. **“Endorsement”** refers to the document that **We** issue to **You** to confirm any changes or extensions of the coverage to this certificate.
10. **“Expiry Date”** refers to the last day on which coverage of the **Person Covered** under **Your** certificate will cease as stated in the **e-Schedule**.
11. **“Family”** means **You, Your** legal spouse and **Your** legal **Children** up to a maximum of 5 **Children** as named in the **e-Schedule** issued by **Us**. If **You** opted to cover **Your Family** under **Your e-Schedule**, a **Family** limit shall apply as stated in the Schedule of Benefits.
12. **“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 and the cancellation proceeds shall be payable from this account. If **GTF** is insufficient for benefits payment, **We** will arrange for Qardh (an interest-free loan). The Qardh will be repaid when **GTF** returns to surplus position and before any surplus is distributed.
13. **“Golf Equipment”** means golf clubs.
14. **“Hibah”** refers to a transfer of ownership of an asset from a donor to a recipient without any consideration.

15. **“Home Contents”** means household furniture and furnishing, clothing and personal effects belonging to **Person Covered** or to **Person Covered’s Family** or domestic servants permanently residing with the **Person Covered** and fixtures and fittings that the **Person Covered** owns (or for which the **Person Covered** is responsible) not being landlord’s fixtures and fittings excluding jewellery, gem stones, deeds, bonds, bills of exchange, promissory notes, cheques, travellers’ cheques, securities for money, documents of any kind, cash or currency notes.
16. **“Hospital”** means only an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured person as paying bed-patients, and which:
  - (a) has facilities for diagnosis and major surgery;
  - (b) provides 24 hour a day nursing services by registered and graduate nurses;
  - (c) is under the supervision of a physician; and
  - (d) is not primarily a clinic; a place for alcoholics or drug addicts; a nursing, rest or convalescent home or a home for the aged or similar establishment.
17. **“Illness”** means a physical condition marked by a pathological deviation from the normal healthy state manifesting itself and shall exclude any **Pre-existing Conditions**.
18. **“Immediate Family Member”** means **Your Family**, parent, parent-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law.
19. **“Injury/Injuries”** means bodily **Injury/Injuries** caused solely and directly by an **Accident**, independent of any other cause.
20. **“In-Patient”** means necessarily and continuously confined to a **Hospital**, under the care of a **Medical Practitioner** for more than twenty four (24) hours, confinement being certified as necessary by the attending **Medical Practitioner**.
21. **“Insolvency”** means the inability of an individual or entity to pay its debts when they are due and resulting in the total cessation with or without the filing of a bankruptcy/winding up petition.
22. **“Loss”** means any unrecoverable and unanticipated and non-recurring removal of, or decrease in, the **Person Covered’s** property or belonging sustained by the **Person Covered**.
23. **“Loss of Use”** means permanent total loss of use for a period of six (6) months and beyond any hope of recovery as verified by a **Medical Practitioner** or permanent total loss by psychical severance as verified by a **Medical Practitioner**.
24. **“Medical Practitioner”** means a person who is qualified and licensed to practice western medicine and 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.
25. **“Mountain Sickness”** also known as Acute Mountain Sickness (AMS), altitude illness, hypobaropathy, or soroche, is a pathological effect of high altitude on humans, caused by acute exposure to low partial pressure of oxygen at high altitude.
26. **“Overseas Travel”** means travel for leisure or business purpose to **Region of Travel** selected by **You/Person Covered**.
27. **“Participant”** means the individual to whom or the business entity/company to which the **e-Schedule** is issued to. For avoidance of doubt, a **Participant** may also be a **Person Covered**.
28. **“Period of Takaful”** means the coverage period from the **Effective Date** until the **Expiry Date** (both dates inclusive).
29. **“Personal Money”** means bank and currency notes, cash or cash equivalents, cheque, postal and money orders or travellers cheques held for personal purposes.
30. **“Person Covered”** means person(s) eligible for the cover as named in the **e-Schedule** issued by **Us**. The **Person Covered** must be:
  - (a) a Malaysia citizen;
  - (b) a permanent resident of Malaysia; or
  - (c) a holder of Malaysian employment pass and/or work permit.

31. **“Plan”** refers to type of plans selected and stated in the **e-Schedule** issued by **Us**.
32. **“Pre-Existing Conditions”** means disabilities that the **Person Covered** has reasonable knowledge of prior to the **Effective Date** of the **Plan**. A **Person Covered** may be considered to have reasonable knowledge of a pre-existing condition where the condition is one (1) for which:
- the **Person Covered** had received or is receiving treatment;
  - medical advice, diagnosis, care or treatment has been recommended;
  - clear and distinct symptoms are or were evident; or
  - its existence would have been apparent to a reasonable person in the circumstances.
33. **“Region of Travel”** means either one of the following:
- Region 1: Australia, Brunei, Cambodia, China, Hong Kong, Macau, India, Indonesia, Japan, South Korea, Laos, Maldives, Myanmar, New Zealand, Pakistan, Philippines, Singapore, Sri Lanka, Taiwan, Thailand and Vietnam; or
  - Region 2: Europe, Tibet, Nepal, Mongolia and countries in Region 1; or
  - Region 3: Worldwide excluding Malaysia, Belarus, Cuba, Democratic Republic of Congo, Iran, North Korea, Somalia, South Sudan, Sudan, Syria and Zimbabwe.
34. **“Serious Injury”** or **“Serious Illness”** whenever applied to the **Person Covered**, is one which requires treatment by a **Medical Practitioner** in a **Hospital** and which results in the **Person Covered** being certified by that **Medical Practitioner** as unfit to travel or continue with the **Person Covered’s Trip**. When applied to the **Person Covered’s Immediate Family Member**, it shall mean **Injury** or **Illness** certified as being dangerous to life by a **Medical Practitioner** and which results in discontinuation or cancellation of the **Person Covered’s Trip**.
35. **“Sum Covered”** in respect of each **Plan** means the sum as specified in the Schedule of Benefits which is the maximum amount **We** will pay in the event of claim(s).
36. **“Tabarru”** means a donation for the purpose of which is not commercial and is used to help other participants.
37. **“Takaful”** refers to a mutual assistance scheme for all participants which is based on the principles of brotherhood, solidarity and cooperation where each participant 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.
38. **“Total Permanent Disablement”** refers to a state of incapacity arising from a disability caused by **Injury** which totally and permanently prevents the **Person Covered** from performing his/her normal activities that is, engaging in any business, occupation, profession or performing any work, for wages, compensation or profit. Such disability must continue uninterrupted for a period of six (6) months and beyond any hope of recovery as verified by a **Medical Practitioner**.
39. **“Trip”** means the journey commencing from the time the **Person Covered** departs from Malaysia to commence travel to the **Region of Travel** and terminates when he returns to Malaysia or the expiry of **Period of Takaful**, whichever is earlier.
40. **“Travel Agent”** means a **Travel Agent** duly licensed and registered in Malaysia with the relevant authorities.
41. **“Type of Cover”** means:
- Single Trip** which covers one trip (two-ways), subject to maximum period of one hundred ninety (190) days.
  - Annual Cover** which covers unlimited trips throughout a year to a selected **Region of Travel**, subject to maximum period of cover of ninety five (95) days per trip and must be within **Period of Takaful**.
42. **“Wakalah”** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated, with or without imposition of a fee.
43. **“We/Our/Us”** means Syarikat Takaful Malaysia Am Berhad.
44. **“You”** or **“Your”** means the **Participant** as named in the **e-Schedule** issued by **Us**.

## PART B : BENEFITS

We agree to cover the **Person Covered**(s) against any **Injury, Illness, Accident, Loss** and/or **Damage** (where applicable) while on a **Trip** up to the **Sum Covered** in accordance with the conditions, exclusions and limitations contained herein. For **Family Plan**, a **Family** limit shall apply on the benefit payout.

Except for Sections 5F and 5K of this certificate, the cover of each **Trip** provided by this certificate commences when the **Person Covered** departs from Malaysia for a **Trip** until the time of the **Person Covered** returns to Malaysia or on the **Expiry Date** of the **Period of Takaful**, whichever is earlier.

For Sections 5F and 5K, the cover provided by this certificate for each **Person Covered** is effective upon the issuance of the **e-Schedule** and/or the **Endorsement** and terminates on commencement of the **Trip** or upon issuance of the **Endorsement**, whichever is earlier.

## SECTION 1 - PERSONAL ACCIDENT BENEFITS

If the **Person Covered** involved in an **Accident** while on a **Trip** and as a result suffers from death, disablement or **Injury**, We will pay based on the percentage that corresponds to the conditions stated in the table below.

Section	Conditions	% of Sum Covered
<b>1A</b>	<b>INJURY RESULTING IN ACCIDENTAL DEATH</b>	<b>100%</b>
<b>1B</b>	<b>ACCIDENTAL TOTAL PERMANENT DISABLEMENT</b>	<b>100%</b>
<b>1C</b>	<b>ACCIDENTAL PERMANENT LOSS</b>	
i.	Permanent <b>Loss of Use</b> of Two or More Limbs	100%
ii.	Permanent <b>Loss of Use</b> of One Limb	100%
iii.	Permanent Loss of Sight of Both Eyes	100%
iv.	Permanent Loss of Sight of One Eye	100%
v.	Permanent Loss of Lens in One Eye	50%
vi.	Permanent Loss of Hearing of Both Ears and Loss of Speech	100%
vii.	Permanent Loss of Hearing of Both Ears	75%
viii.	Permanent Loss of Hearing of One Ear	25%
ix	Permanent Loss of Speech	50%

Provided that:

- such death, disablement or **Injury** occurs within twelve (12) months from the date of the **Accident**; and
- the maximum amount of all benefits payable under Section 1 for one or more **Injuries** sustained by the **Person Covered** during the **Period of Takaful** shall not exceed the **Sum Covered** stated in the Schedule of Benefits.

Notes:

- Loss of limb means loss by physical severance or total **Loss of Use** of a hand at or above the wrist or of a foot at or above the ankle.
- Loss of sight means total blindness and irrecoverable loss of sight of one eye without perception of light.
- Loss of lens means total and irrecoverable loss of lens or loss of sight of one eye except perception of light.
- Loss of hearing means permanent irrecoverable loss of hearing where  $1/6$  of  $(a+2b+2c+d)$  is above 80dB:
  - db = Hearing loss at 500 Hertz;
  - db = Hearing loss at 1,000 Hertz;
  - db = Hearing loss at 2,000 Hertz; and
  - db = Hearing loss at 4,000 Hertz.

- Loss of speech means the disability in articulating any three (3) of the four (4) sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

### SECTION 1D - CHILD EDUCATION FUND

We will pay an additional lump sum amount as stated in the Schedule of Benefits for the surviving **Children** if the **Person Covered**, at the date of the **Accident**, has any surviving **Children** provided that a valid claim is also payable under Section 1A.

## SECTION 2 - MEDICAL AND OTHER RELATED BENEFITS

### SECTION 2A - OVERSEAS MEDICAL EXPENSES

We will reimburse the expenses for the necessary medical, surgical and/or **Hospital** treatment expenses (including cost of emergency dental treatment for the alleviation of sudden pain but excluding dentures and crowns) incurred outside Malaysia as a direct result of **Injury** or **Illness** sustained by the **Person Covered** while on a **Trip**.

If the **Person Covered** is entitled to a reimbursement of all or part of the medical expenses from any other source, We will only pay the balance of expenses that is not reimbursed, subject to the applicable limits under this Section 2.

### SECTION 2B - FOLLOW-UP TREATMENT IN MALAYSIA

We will reimburse the expenses incurred for the necessary follow-up medical, surgery and/or **Hospital** treatment expenses (including the cost of a private ambulance or professional home nursing fees) incurred by the **Person Covered** in Malaysia for a maximum period of ninety (90) days after the initial treatment from as attending **Medical Practitioner** in overseas, provided such expenses having resulted from an **Injury** or **Illness** sustained by the **Person Covered** while on a **Trip**.

Where initial treatment for **Injury** or **Illness** was not sought overseas, the reimbursement is limited to outpatient treatment up to a maximum of RM500 incurred within twenty four (24) hours after the **Person Covered**'s arrival in Malaysia.

### SECTION 2C - COMPASSIONATE VISITATION BENEFIT

We will reimburse the additional travel and accommodation expenses incurred by one person for:

1. taking care of the **Person Covered** while he/she is admitted as an In-patient in an overseas **Hospital** for more than three (3) consecutive days and at the medical advice from the attending **Medical Practitioner**;  
or
2. assisting with repatriation and burial or cremation upon death of the **Person Covered**.

Provided that no adult member of the **Person Covered** is present at the time of hospitalisation or death.

Only one claim is payable under either Section 2C (1) or Section 2C (2) for any one **Trip**.

### SECTION 2D - CHILD GUARD BENEFIT

We will reimburse the additional travel and accommodation expenses incurred by one person for accompanying the **Person Covered**'s **Children** who are left unattended, as a result of the **Person Covered**'s hospitalization while overseas, back to Malaysia.

### SECTION 2E - ALTERNATIVE MEDICAL TREATMENT

We will reimburse expenses incurred for the necessary **Alternative Medical Treatment** if the **Person Covered** suffers **Injury** or **Illness** while on a **Trip** provided that treatment is, in the first instance, sought from a **Medical Practitioner**. The claim must be accompanied with an original official payment receipt.

**Notwithstanding any to the contrary, the total amount payable pursuant to Section 2 shall not exceed the Sum Covered stipulated under Section 2A.**

## SECTION 3 - HOSPITAL ALLOWANCE

We will pay a daily cash benefit for each complete twenty four (24) hours the **Person Covered** is admitted as an **In-Patient** in an overseas **Hospital** on the recommendation of the attending **Medical Practitioner** as a result of **Injury** or **Illness** sustained by the **Person Covered** while on a **Trip**, up to the maximum amount specified in the Schedule of Benefits provided a valid claim is payable under Section 2A.

## SECTION 4 - EMERGENCY MEDICAL EVACUATION AND REPATRIATION

### SECTION 4A - COMPASSIONATE ALLOWANCE

In the event of death due to **Injury** or **Illness** of the **Person Covered** while on a **Trip**, We will reimburse the reasonable expenses for burial or cremation in Malaysia up to the maximum amount specified in the Schedule of Benefits.

### SECTION 4B - MEDICAL EVACUATION

When the **Person Covered** suffers **Injury** or **Illness** while on a **Trip** and if in the opinion of **Our** authorised service provider, it is judged medically appropriate to move the **Person Covered** who has a critical medical condition to the nearest **Hospital** where appropriate care and facilities are available, **Our** authorised service provider will arrange for the evacuation utilising the means best suited to do so, based on the medical severity of the **Person Covered's** condition.

The means of evacuation arranged by **Our** authorised service provider may include air ambulance, surface ambulance, regular air transportation and the final destination will be made by **Our** authorised service provider and will be based solely on medical necessity.

We will pay the necessary expenses for such evacuation to **Our** authorised service provider directly. Such expenses shall include expenses incurred for the **Person Covered's** transportation, medical services and medical supplies necessarily incurred as a result of the emergency medical evacuation.

### SECTION 4C - MEDICALLY SUPERVISED REPATRIATION

After the consultation with the local attending **Medical Practitioner**, if it is medically necessary for the **Person Covered** to be repatriated to Malaysia to continue treatment following stabilisation of the **Person Covered**, **Our** authorised service provider will arrange for the repatriation under constant medical supervision.

All decisions as to the means of transportation and the final destination will be made by **Our** authorised service provider, and will be based solely upon medical necessity and all assessed facts and circumstances of which **Our** authorised service provider is aware at the relevant time.

We will pay the reasonable and necessary repatriation costs including the reasonable transportation cost of one qualified medical attendant accompanying the **Person Covered** to **Our** authorised service provider directly.

### SECTION 4D - REPATRIATION OF MORTAL REMAINS

In the event of death due to **Injury** or **Illness** of the **Person Covered** while on a **Trip**, **Our** authorised service provider will make the necessary arrangement for transporting the **Person Covered's** mortal remains or ashes back to Malaysia or the **Person Covered's** home country.

We will pay the reasonable expenses for burial or cremation in the locality where death occurs to **Our** authorised service provider directly. All arrangements for the repatriation must be approved and arranged through **Our** authorised service provider unless the arrangements through **Our** authorised service provider were not possible in the circumstances due to reasons beyond **Your** control and deemed reasonable by **Us**.

#### CONDITIONS APPLICABLE TO SECTIONS 4B, 4C AND 4D

In the event of emergency for such evacuation or repatriation, please contact **Our** authorised service provider at 24-hour hotline number and provide the following information:

- (a) **Person Covered**'s full name, MyKad/pasport/employment pass number and travelling dates;
- (b) the name of the place and telephone number where **Our** authorised service provider can reach the **Person Covered** or the **Person Covered**'s representative; and
- (c) a brief description of the emergency and the nature of assistance required.

Any call charges to **Our** hotline number for medical evacuation and repatriation services will be reimbursed when **You** submit **Your** itemised bill to **Us** within ninety (90) days from the claim event date.

#### EXCLUSIONS APPLICABLE TO SECTIONS 2 AND 4

**We** will not pay for claims in respect of:

1. medical, surgery or **Hospital** treatment, which in the opinion of the attending **Medical Practitioner**, can be reasonably delayed until the **Person Covered**'s return to Malaysia (except as specifically provided for in Section 2B);
2. the additional cost of single or private room accommodation at a **Hospital**, clinic or nursing home, except, where the attending **Medical Practitioner** deems it necessary for the **Person Covered** to occupy such accommodation;
3. emergency medical evacuation and repatriation not approved and arranged by **Our** authorised service provider; and/or
4. emergency medical evacuation and repatriation due to any form of **Mountain Sickness**.

### SECTION 5 - TRAVEL INCONVENIENCE AND OTHER TRAVEL BENEFITS

#### SECTION 5A - DAMAGE OR LOSS OF BAGGAGE AND PERSONAL EFFECTS

If the **Person Covered**'s baggage and/or personal effects are lost or damaged while on a **Trip**, **We**, at **Our** sole discretion, will either reimburse for the purchase cost of the lost item or reimburse the repair cost of the damaged item up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- (a) for **Loss** or **Damage** due to **Common Carrier**'s negligence, the baggage must be checked-in with the **Common Carrier** and a copy of Property Irregularity Report (PIR) to substantiate the claim;
- (b) for **Loss** of jewellery, the jewellery must be worn by the **Person Covered** at the time of **Loss** and taken by force;
- (c) for **Loss** of watches, furs, electronic items including but not limited to hand-held mobile telephone, cameras (including digital), video cameras, binoculars, computers and computer related products, it must be carried by the **Person Covered** at the time of **Loss**;
- (d) for **Loss** including item (c) as above stated, occurring in a hotel room, there must be physical evidence of break-in; and/or
- (e) for **Loss** or **Damage** due to fire, theft, robbery or burglary during the **Trip**, a report must be lodged at the nearest police station where the incident took place within twenty four (24) hours after the incident and a copy thereof must be obtained from the police to substantiate the claim.

**We** will pay the original purchase price of the lost item given the provision of an original receipt otherwise reimbursement is based on the depreciation value made solely at **Our** discretion.

For **Loss** or **Damage** due to the **Common Carrier** or hotel, the claim should be made against the **Common Carrier** or hotel first prior to **Us** making any payment under this Section. Such claims must be submitted with proof of compensation received from the **Common Carrier** or hotel or if such compensation is denied, proof of such denial.

**We** shall NOT be liable for more than RM500 in respect of any one article or pair or set of articles.

#### EXCLUSIONS APPLICABLE TO SECTION 5A

**We** will not pay for claims in respect of:

1. **Loss** of travel documents, **Personal Money**, financial securities or instrument of any kind;
2. **Loss** or **Damage** of antiques, artifacts, paintings, objects of art or any object with intrinsic value;
3. **Loss** or **Damage** to stamps, documents, contact or corneal lenses, dentures, glass, china, marble, earthenware, tortoise shell, bulbs, valves, or fragile articles;

4. **Loss** or **Damage** of hired or leased equipment;
5. **Loss** of baggage sent in advance, mailed or shipped separately;
6. **Loss** or **Damage** to baggage left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered**'s failure to take due care and precautions for the safeguard and security of such property;
7. **Loss** or **Damage** of business goods, samples or equipment of any kind;
8. **Loss** or **Damage** to data recorded on tapes, cards, discs or otherwise;
9. **Loss** or **Damage** to perishable and consumable items;
10. **Loss** or **Damage** caused by wear and tear, gradual deterioration, moths, vermin, inherent vice, mechanical or electrical breakdown or derangement, or **Damage** sustained due to any process initiated or while actually being work upon resulting in such **Loss** or **Damage**;
11. **Loss** or **Damage** arising from confiscation or detention by customs or other officials; and/or
12. **Loss** or **Damage** from mysterious disappearance of such property.
13. **Loss** not reported to relevant authority immediately upon discovery of the **Loss**.

#### SECTION 5B - LOSS OF TRAVEL DOCUMENTS

If the **Person Covered** loses his/her travel documents such as passport, travel ticket and/or visa due to theft while on a **Trip**, **We** will reimburse the reasonable and necessary expenses incurred for:

1. the replacement of such travel documents; and
2. any additional travel and accommodation incurred while in overseas to replace such loss travel documents.

Up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- (a) the travel documents were at all times kept with the **Person Covered** or in a hotel safe; and
- (b) a report was lodged at the nearest police station where the incident took place within twenty four (24) hours after the incident and a written statement must be obtained from the police to substantiate the claim.

#### SECTION 5C - LOSS OF PERSONAL MONEY

If the **Person Covered** loses his/her **Personal Money** due to theft while on a **Trip**, **We** will reimburse the amount of loss stated in the police report, up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- (a) the money were at all times kept with the **Person Covered** or in a hotel safe; and
- (b) a report was lodged at the nearest police station where the incident took place within twenty four (24) hours after the incident and a written statement must be obtained from the police to substantiate the claim.

#### EXCLUSIONS APPLICABLE TO SECTIONS 5B & 5C

**We** will not pay for claims in respect of:

1. **Loss** arising from confiscation or detention by customs or other officials;
2. **Loss** or theft of the travel documents and/or **Personal Money** left unattended in a public place or in an unattended vehicle or as a result of the **Person Covered**'s failure to take due care and precautions for the safeguard and security of the travel documents and/or money;
3. **Loss** that is otherwise reimbursable by the hotel, where the travel documents and/or **Personal Money** were kept in a hotel safe; and/or
4. **Loss** from mysterious disappearance of such property.

#### SECTION 5D - BAGGAGE DELAY

If the **Person Covered**'s checked-in baggage is delayed, misdirected or temporarily misplaced by the **Common Carrier** from the time of his/her arrival at the scheduled destination abroad, **We** will pay RM200 for every six (6) complete hours, up to the maximum amount specified in the Schedule of Benefits.

The period of delay shall be calculated from the time of arrival at the baggage pick-up point until the receipt of baggage to the **Person Covered**.



## EXCLUSIONS APPLICABLE TO SECTION 5D

We will not pay for claims in respect of:

1. confiscation or detention by customs or other officials;
2. baggage delay on the **Person Covered**'s return journey to Malaysia; and/or
3. the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** or their handling agent on the actual date and time of baggage delivery.

The **Person Covered** can only claim under either Section 5A or 5D for any one Trip.

## SECTION 5E - TRAVEL DELAY

If the original scheduled departure or arrival of the **Common Carrier** in which the **Person Covered** has arranged to travel is delayed while on a **Trip**, We will pay RM200 for each six (6) consecutive hours of delay at arrival or departure up to the maximum amount specified in the Schedule of Benefits.

The delay must be verified in writing by the operator(s) of the **Common Carrier** or their handling agent(s) on the number of hours delayed.

## EXCLUSIONS APPLICABLE TO SECTION 5E

We will not pay for claims arising directly or indirectly from, in respect of, or due to:

1. the **Person Covered**'s failure to check in within the stipulated time as specified in his/her travel ticket;
2. the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** or their handling agent of the number of hours of delay and the reason for such delay;
3. the **Person Covered**'s late arrival at the **Common Carrier** terminal after check-in or booking-in time (except for the late arrival due to strike or industrial action); and/or
4. strike, riot or industrial action which was publicly known at the time the **Person Covered** booked the **Trip** or participated in this certificate; whichever is earlier.

## SECTION 5F - TRAVEL CANCELLATION

### 1. Cancellation

We will reimburse the irrecoverable travel and accommodation deposits or expenses paid in advance for the **Person Covered**'s **Trip**, up to the maximum amount specified in the Schedule of Benefits, only in the event of necessary and unavoidable cancellation by the **Person Covered** due to any of the following unexpected events before the date of departure of the **Trip**:

- (a) the **Person Covered**'s death or death of his/her **Immediate Family Member**. A death certificate must be provided to Us;
- (b) confinement of the **Person Covered** or his/her **Immediate Family Member** in a **Hospital** arising from **Serious Injury** or **Serious Illness**. A written advice from the attending **Medical Practitioner** treating the **Person Covered** or his/her **Immediate Family Member** confirming the advisability to cancel the **Trip** due to **Serious Injury** or **Serious Illness** must be provided to Us;
- (c) cancellation of scheduled **Common Carrier** services consequent upon the unexpected outbreak of strike, riot or civil commotion arising out of circumstances beyond the **Person Covered**'s control at the planned destination of visit;
- (d) witness summons, which were not made known to the **Person Covered** prior to taking up of this certificate;
- (e) serious **Damage** to the **Person Covered**'s residence in Malaysia caused by fire, flood or similar natural disaster occurring within one (1) week before the commencement date of the **Trip** and the **Person Covered**'s presence is required on the premises on the commencement date of the **Trip**; and/or
- (f) natural disasters at the planned destination which prevent the **Person Covered** from commencing the **Trip**.

### 2. Deferrals or Postponement

If the **Person Covered**'s **Trip** is deferred or postponed which is as a result of the above causes stated in Section 5F(1)(a) to (f), We will reimburse the additional charges levied in relation to any prepaid charges paid by the **Person Covered**, due to amendment of the travel dates, up to the maximum amount specified in the Schedule of Benefits.

The **Person Covered** can only claim under either Section 5F(1) or 5F(2) for any one Trip.

### EXCLUSION APPLICABLE TO SECTION 5F

We will not pay for any **Loss** if this certificate is participated in less than seven (7) days prior to the commencement of the scheduled **Trip**.

### SECTION 5G - TRAVEL CURTAILMENT

We will reimburse the unused and irrecoverable travel and accommodation expenses which are paid in advance for the **Person Covered's Trip**, subject to the maximum amount specified in the Schedule of Benefits, only in the event of necessarily and unavoidably incurred if the **Person Covered** is unable to continue his/her **Trip** and he/she has to return directly to Malaysia due to:

- (a) the **Person Covered's Serious Injury** or **Serious Illness** occurring after the commencement of **Person Covered's Trip** and upon medical advice. A written advice from the attending **Medical Practitioner** treating the **Person Covered** confirming the advisability to return to Malaysia due to **Person Covered's Serious Injury** or **Serious Illness**;
- (b) the death of his/her **Immediate Family Member** occurring after the commencement of **Person Covered's Trip**. A death certificate must be provided to **Us**;
- (c) **Serious Injury** or **Serious Illness** of his/her **Immediate Family Member** occurring after the commencement of **Person Covered's Trip** and which requires hospitalisation for more than forty eight (48) hours;
- (d) hijacking of the aircraft in which the **Person Covered** is on board as a passenger;
- (e) natural disasters which prevent the **Person Covered** from continuing the scheduled **Trip**; and/or
- (f) the unexpected outbreak of strike, riot or civil commotion occurring during the **Trip** which is beyond the **Person Covered's** control at the planned destination of visit that will put his/her life in danger.

The **Person Covered** can only claim under either Section 5F or 5G for any one **Trip**.

### EXCLUSIONS APPLICABLE TO SECTIONS 5F AND 5G

We will not pay for claims:

1. due to the **Person Covered's** failure to notify **Travel Agent**/tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangement; and/or
2. if the **Person Covered** becomes aware of any circumstances which could lead to the cancellation or disruption of the **Trip** before this certificate is participated.

### SECTION 5H - TRAVEL MISCONNECTION

If the **Person Covered** misses a scheduled connecting **Common Carrier** (by air only) at the transit point while on a **Trip** due to the delay of an incoming confirmed connecting scheduled **Common Carrier** (by air only) and no alternative transportation is made available to him/her within six (6) hours from the scheduled departure time, **We** will pay the amount specified in the Schedule of Benefits.

### EXCLUSIONS APPLICABLE TO SECTION 5H

We will not pay for claims:

1. due to the **Person Covered's** failure to obtain a written confirmation from the **Common Carrier** (by air only) or their handling agent showing the travel misconnection details; and/or
2. if the incoming **Common Carrier** (by air only) was scheduled to arrive after the stated check-in time required by the connecting **Common Carrier** (by air only).

### SECTION 5I - MISSED DEPARTURE

If the **Person Covered** misses a scheduled departing **Common Carrier** while on a **Trip**, as a result of mechanical breakdown of **Common Carrier** to get the **Person Covered** to the departure port, airport or train station as stated in the **Person Covered's** travel ticket, **We** will reimburse the additional travel and accommodation expenses necessarily and reasonably incurred in returning to Malaysia, up to the maximum amount specified in the Schedule of Benefits.

The **Person Covered** must obtain confirmation of the mechanical breakdown in writing from the **Common Carrier** or their handling agent.

## SECTION 5J - TRAVEL OVERBOOKED

If the **Person Covered** has a confirmed booking seat and is denied boarding on a scheduled **Common Carrier** (by air only) while on a **Trip**, and no alternative transportation is made available to him/her within six (6) consecutive hours from the actual departure time, **We** will pay RM200 for each six (6) consecutive hours delay of the scheduled departure time up to the maximum amount specified in the Schedule of Benefits.

### EXCLUSIONS APPLICABLE TO SECTION 5J

**We** will not pay for claims:

1. due to the **Person Covered**'s failure to obtain a written confirmation from the **Common Carrier** (by air only) or their handling agent showing the overbooked flight details; and/or
2. if the **Trip** is arranged through an unlicensed **Travel Agent**.

## SECTION 5K - LOSS OF TRAVEL DEPOSIT DUE TO INSOLVENCY OF TRAVEL AGENT

If the **Person Covered** unable to proceed with his/her **Trip** due to a planned **Trip** being cancelled prior to the departure date of a planned **Trip** because of Insolvency of **Travel Agent** from whom the **Person Covered** purchased the tour package, **We** will reimburse for **Loss** of irrecoverable travel and accommodation charges paid in advance by the **Person Covered**, up to the maximum amount specified in the Schedule of Benefits.

### EXCLUSIONS APPLICABLE TO SECTION 5K

**We** will not pay for any **Loss**:

1. due to **Insolvency** which occurred or for which bankruptcy was filed before this certificate is participated; and/or
2. caused directly or indirectly by government regulations or control.

The **Person Covered** can only claim under either Section 5F or 5K for any one **Trip**.

## SECTION 6 - OTHER BENEFITS

### SECTION 6A - GOLF EQUIPMENT COVER

In the event of **Loss** or **Damage** to **Golfing Equipment** owned by (and not hired by or loaned or entrusted to) the **Person Covered** occurring in a public place and is due to circumstances beyond the **Person Covered**'s control, **We** will pay, up to the maximum amount specified in the Schedule of Benefits, for:

1. the replacement or repair cost of the lost or damaged **Golf Equipment**, whichever is lower, up to maximum RM500 per club; and/or
2. the cost for hiring replacement **Golf Equipment** up to maximum RM500 per club.

If as a result of any **Damage**, the **Golf Equipment** is proven to be beyond economical repair, **We** will treat a claim under this certificate as if the article had been lost.

**We** may make payment or at **Our** option reinstate or repair the **Golf Equipment**, subject to due allowance for wear and tear and depreciation.

The **Person Covered** can only claim under either under Section 5A or 6A for any one **Trip**.

### SECTION 6B - LOSS OF CREDIT CARD

If the **Person Covered** suffers financial **Loss** as a direct result of fraudulent use of the **Person Covered**'s credit card(s) following theft while on a **Trip**, **We** will pay for such **Loss** incurred during the **Trip** up to the maximum amount specified in the Schedule of Benefits.

Provided that such claim must be accompanied by a report issued by the card issuing bank evidencing the **Loss**.

### EXCLUSIONS APPLICABLE TO SECTION 6B

**We** will not pay for any **Loss**:

1. if the theft of the **Person Covered**'s credit card is not reported to the credit card issuing company within three (3) hours from the time of theft; and/or
2. such **Loss** is recoverable from any other source.

### SECTION 6C - RENTAL CAR EXCESS COVER

We will reimburse any excess or deductible, which the **Person Covered** becomes legally liable to pay in respect of Loss or Damage caused by an **Accident** to the rented car while on a **Trip** up to the maximum amount specified in the Schedule of Benefits.

Provided that:

- (a) the **Person Covered** must hold a valid license(s) to drive the rented car at the country of visit and is named as the named driver or co-driver of the rental car;
- (b) the rental car must be rented from a licensed rental agency;
- (c) the **Person Covered** must take a comprehensive motor takaful/insurance against any **Loss or Damage** to the rented car during the rental period; and
- (d) the **Person Covered** must comply with all requirements of the rental agency under the rental agreement and of the takaful operator /insurer under such motor takaful/insurance certificate/policy of the rented car as well as the laws, rules and regulations of the country.

### EXCLUSIONS APPLICABLE TO SECTION 6C

We will not pay for **Loss or Damage**:

1. arising from operation of the rental car in violation of the terms of the rental agreement;
2. which occurs beyond the limit if any public roads or in the violation of laws, rules and regulations of the country; and/or
3. arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

### SECTION 6D - HOME PROTECTION BENEFIT

We will, by payment or at **Our** option by reinstatement or repair, indemnify the **Person Covered** against physical **Loss or Damage** to the **Person Covered's Home Contents** from his/her permanent residence in Malaysia that was left vacant for the full duration of the **Trip**, caused by burglary or fire; up to the maximum amount specified in the Schedule of Benefits.

### EXCLUSIONS APPLICABLE TO SECTION 6D

We will not pay for:

1. any **Loss or Damage** arising directly or indirectly from, in respect of, or due to through the **Person Covered's** wilful act and/or with his/her connivance;
2. losses recoverable from any other takaful/insurance taken by the **Person Covered** to cover his/her **Home Contents**; and/or
3. any **Loss or Damage** not reported to the police and in respect of which a police report is not obtained within twenty-four (24) hours of **Person Covered** becoming aware of such incidence of **Loss or Your** return back to **Your** residence, whichever occurs first.

### SECTION 6E - PERSONAL LIABILITY

We will indemnify the **Person Covered** for legal liability to a third party arising during the **Trip** as a result of:

1. accidental Injury (including death) to any third party; or
2. accidental **Loss** or **Damage** to property of any third party.

This shall include the amount that the **Person Covered** is held liable for to the third party and the expenses incurred on the defence of the claim with **Our** prior written approval; up to the maximum amount specified in the Schedule of Benefits.

Provided that the **Person Covered** must not:

- (a) make or attempt to make any offer of settlement;
- (b) promise of payment;
- (c) admit liability to any party; or
- (d) become involved in any litigation without **Our** prior written approval.

We shall be entitled to conduct all proceedings arising out of or in connection with the claim in the **Person Covered's** name and to instruct solicitors of **Our** own choice for this purpose.

## EXCLUSIONS APPLICABLE TO SECTION 6E

We will not pay for claims arising out of, in respect of, consequent upon:

1. employer's liability, contractual liability or liability to a family member of the **Person Covered**;
2. property belonging to the **Person Covered**, or, in his/her care custody or control;
3. any wilful, malicious or unlawful act;
4. pursuit of trade, business or profession;
5. ownership or occupation of land or buildings (other than occupation only of any temporary residence);
6. ownership, possession or use of vehicles, aircraft or watercraft or any other conveyance;
7. legal costs resulting from any criminal proceedings;
8. the influence of intoxicants, mountaineering, winter sports of any descriptions, contact sports of any description, riding or driving in races or rallies or the use of firearms; and/or
9. judgments that are not in the first instance delivered by or obtained from a court of competent jurisdiction within Malaysia.

## SECTION 6F - TRAVEL ASSISTANCE SERVICES

The **Person Covered** may call **Our** 24-hour careline from anywhere in the world to obtain the assistance on pre-Trip information as well as assistance while on a **Trip** such as:

### 1. Ambassador Services

**Our** authorised service provider will assist to provide details such as the address, contact number and opening hours of the nearest appropriate consulates and embassies worldwide should the **Person Covered** needs assistance for an emergency matter during his/her **Trip**.

### 2. Emergency Interpreter Referrals

**Our** authorised service provider will assist to provide details such as the name, address and contact number of the interpreter worldwide should the **Person Covered** needs assistance for an emergency matter during his/her **Trip**.

### 3. Flight Information

**Our** authorised service provider will assist to provide information regarding the flight schedules upon request by the **Person Covered**.

### 4. Global Weather and Foreign Exchange Information

**Our** authorised service provider will assist to provide information on foreign weather condition as well as foreign exchange rates upon request by the **Person Covered**.

### 5. Legal Firm Referral

**Our** authorised service provider will assist to provide details such as the name, address and contact number of the legal practitioners and lawyers worldwide should the **Person Covered** needs assistance for an emergency matter during his/her **Trip**.

### 6. Loss of Luggage and Passport Assistance

**Our** authorised service provider will assist to provide details such as names and telephone numbers of the persons or parties for assistances in the event of loss of luggage or passport of the **Person Covered**.

### 7. Medical Contact Assistance

**Our** authorised service provider will assist to provide details such as the name, address and contact number of the nearest hospitals and clinics upon request by the **Person Covered**.

### 8. Visa, Passport and Inoculation Requirements

**Our** authorised service provider will assist to provide information concerning Visa, inoculation, passport or immunization requirements of the foreign countries upon request by the **Person Covered**.

All services under this Section 6F shall be provided purely on a referral arrangement and coordination basis. We will not be responsible for any third party expenses.

## PART C : GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

We will not pay for claims:

1. Directly or indirectly caused or resulting:
  - (a) from any **Pre-existing Condition**;
  - (b) due to **Person Covered** travelling on, or against medical advice, or where the **Trip** is made solely for the purpose of obtaining treatment;
  - (c) by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal or unlawful acts;
  - (d) by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription;
  - (e) directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related Illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
  - (f) from pregnancy including childbirth, caesarean operation, abortion, miscarriage and all related complications except miscarriage due to bodily **Injury** as a direct result of an **Accident**; and/or
  - (g) mental and nervous disorders, including insanity.
  
2. Directly or indirectly occasioned by, happening through, or in consequence of:
  - (a) engaging in sports or games in a professional capacity or where **Person Covered** would or could earn income or remuneration from engaging in such sports or games; and/or
  - (b) **Accidents** and sickness whilst engaged in racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes and guides), rock climbing, and hiking/trekking in remote areas unless with licensed guides, pot-holing, and any activity involving the **Person Covered** being airborne (whether suspended or not) not limiting to parachuting, hand gliding, bungee jumping, sky diving, high diving, hot air balloon.
  
3. Arising from:
  - (a) air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft;
  - (b) any illegal activities, **Loss** resulting directly or indirectly from action taken by government authorities including confiscation, seizure, destruction and restriction;
  - (c) **Loss** of or **Damage** to hired or leased equipment; testing of any kind of conveyance;
  - (d) employment on merchant vessels or as a manual labor; naval, military or air force service or operations, regular or temporary, military or police duties; overseas secondment as part of **Person Covered's** occupation; manual work in connection with any trade, employment or profession;
  - (e) offshore activities like non recreation diving, oil-rigging, mining, aerial photography or handling of explosives;
  - (f) survey of offshore installations or facilities under construction including survey from aerial conveyance;
  - (g) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or **Damage** to property under the order of any government or public or local authority or following the warning of any intended strike, riot or civil commotion through or by general mass media or political violence and armed conflict to achieve economic, geographic, nationalistic, political, racial, or religious ends;
  - (h) ionizing radiations, or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel;
  - (i) radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly, or of its nuclear component;
  - (j) consequential **Loss** or **Damage** of any kind;
  - (k) the **Person Covered's** direct participation in terrorist acts; and/or
  - (l) any terrorism attack using substance of Nuclear, Biological and Chemical.

## PART D : GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS OF THIS CERTIFICATE)

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

### 1. Consumer Takaful Contract

Pursuant to Paragraph 5 of Schedule 9 of the Islamic Financial Services Act 2013, if **You** are applying for this plan 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 plan. **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 plan, **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 plan is inaccurate or has changed.

### 2. The Contract

**Your** certificate and **e-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, **e-Schedule** and the **Endorsement** (if any) shall bear such meaning wherever it may appear.

### 3. 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.

### 4. Reasonable Care

The **Person Covered** shall act in a prudent manner and exercise reasonable care for the safety and supervision of his/her property as if not covered and to prevent any **Loss, Damage** or **Accident**.

### 5. Fraud

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

### 6. Contributions Warranty (Applicable for Annual Cover only)

The contribution due must be paid and received by **Us** within sixty (60) days from the inception date of this certificate or the **Endorsement**, whichever is the later.

If this condition is not complied with, then this certificate is automatically cancelled and **We** will be entitled to either :

- (a) the pro rata contribution for the period **We** have been on risk; or
- (b) the recovery from **You/Person Covered** of all claims, costs and/or charges paid or incurred by **Us**;  
whichever is higher.

Settlement to the above shall be made within thirty (30) days from the date of cancellation.

### 7. Renewal (Applicable for Annual Cover only)

This certificate may be renewed, at **Our** sole discretion, upon expiry of the **Period of Takaful**. This certificate shall not be renewable in respect of any **Person Covered** who has attained the age of eighty (80) years next birthday on any one **Period of Takaful**.

**We** reserve the right to revise the contribution for which the changes will be applicable for all **Person Covered** under this certificate.

## 8. Cancellation

Cancellation before departure date for Single **Trip** or before first departure date for Annual Cover is allowed with full contribution refund provided that no claim is made. However, no cancellation is allowed on or after the **Effective Date**.

## 9. Addition of Person Covered (Applicable For Annual Cover only)

No coverage shall be provided to any person under this certificate unless such person is specifically named as the **Person Covered** and evidenced by an **Endorsement** to this certificate.

Under such circumstance, additional contribution will be charged on a pro-rata basis for each additional **Person Covered** included under this certificate after the commencement of the **Period of Takaful** or at the time of renewal of this certificate.

## 10. Alterations

No changes to this certificate will be valid unless approved, endorsed and signed by **Our** authorized officer.

## 11. Determination of Age

In any claim, the **Person Covered**'s age will be determined as at the date of **Injury** or **Illness** with reference to the birth date.

## 12. Automatic Extension of Period of Takaful

In the event of delay beyond the control of the **Person Covered** as a direct result of:

- (a) an **Accident** or **Serious Illness** sustained by the **Person Covered**, or
- (b) the scheduled **Common Carrier** in which the **Person Covered** is travelling being unavoidably delayed,

which occur during the **Period of Takaful** and preventing the completion of the return **Trip** before the expiry of the **Period of Takaful**, We shall extend the coverage for such period as is necessary for the completion of the **Trip**.

Provided that either one of the above events is admissible under this certificate in the first instance, the **Period of Takaful** shall be automatically extended without additional contribution for such period as is reasonably necessary for the completion of the **Trip**.

## 13. Claims Notification, Procedure and Settlement

If any **Accident, Illness, Loss** or **Damage** occurs which may give rise to a claim, the **Person Covered** must advise **Us** in writing as soon as possible but in any event not later than thirty (30) days after the expiry of this certificate or upon return to Malaysia, whichever is earlier.

**We** shall be entitled to:

- (a) request at the **Person Covered**'s expense, or at the expense of any person representing the **Person Covered**, provide **Us** with medical report/certificates, information and other documents (including where necessary translation) as **We** may reasonably require;
- (b) request an examination by a medical referee appointed by **Us** for a non-fatal **Injury**;
- (c) the right to negotiate, settle or defend any such claim in the **Person Covered**'s name and on the **Person Covered**'s behalf;
- (d) use any legal right of recovery **Person Covered** possesses;
- (e) request an autopsy and/or post-mortem examination in the event of death due to an **Accident**; and/or
- (f) choose to make payment, reinstate or repair the lost or damaged property at **Our** option.

**Our** liability is limited solely to the payment of the benefits stipulated under this certificate, the **e-Schedule** and/or the **Endorsement**. No liability is assumed by **Us**, for the availability, quality or results of any medical treatment or other service, or the **Person Covered**'s failure to obtain any treatment or service covered by the terms and conditions under this certificate.



#### 14. Payment of Benefits

All benefits payment will be made to the **Person Covered**. 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.

In the event costs and expenses for emergency medical treatment are guaranteed to be paid to the **Hospital** by **Us** or **Our** authorised service provider, indemnities shall be payable directly to such hospital.

For Section 4 - Emergency Medical Evacuation and Repatriation, the claim proceed will be paid directly to the service provider(s).

For Section 6E - Personal Liability, the claim proceed will be payable directly to whom the **Person Covered** is legally liable to.

All benefits payable under this certificate are in Ringgit Malaysia.

#### 15. Duplication of Cover

**We** will not pay any claim if any **Loss, Damage** or liability covered under this certificate is also covered wholly or in part under any other takaful/insurance except in respect of any excess beyond the amount which would have been covered under such other takaful/insurance had this certificate not been effected.

For avoidance of doubt, the **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 any one of the certificates and forthwith cancel and refund to **You/Person Covered** (where applicable) the contribution(s) paid in respect of the remaining certificate(s). Where the **Person Covered** has more than one certificate with **Us** for different takaful coverage, with overlapping benefits, claim(s) can only be made under one of the certificates (at the **Person Covered**'s option) and there will be no refund or cancellation of other certificate(s).

#### 16. Right of Recovery

In the event authorisation for payment and/or payment is made by **Us** or **Our** authorised service provider for a medical claim for which certificate liability is not engaged, **We** or **Our** authorised service provider reserves the right to recover against **You/Person Covered** for the full sum which **We** or **Our** authorised service provider is liable to the medical institution to which the **Person Covered** was admitted.

#### 17. Distribution of Surplus

Takaful Contribution, after deducting **Wakalah** fee of 50% will be credited to **Our GTF**. **We** will invest and manage the **GTF** in accordance with the Shariah. Any surplus arising from the **GTF** as determined by **Us** will apply to settle any Qardh owing to **Us**.

Any residual of the calculated surplus after making all the above payments will then be kept in the **GTF** to prepare and provide for any unfavourable claims experience. For the avoidance of doubt, this scheme is not entitled for the cash back payment.

#### 18. Automatic Termination

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

- (a) immediately after an admission of 100% liability for a claim of accidental death and/or **Total Permanent Disablement** by the **Person Covered**;
- (b) upon expiry of the **Period of Takaful**; or
- (c) in the event of fraud involved the procurement of this certificate or in deriving any benefits from this certificate committed by the **Person Covered**.

## 19. 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.

## 20. 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; or
- any of the states to the above countries; or
- any other locally applicable laws and regulations.

## 21. 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](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.

## 22. 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.

## 23. Compliance to Property in Accordance to Shariah Clause

It is hereby agreed and declared that this certificate will not cover and is not intended to cover business, property, materials, stock, cash or any other financial instrument (collectively "Property") and/or any liability of whatsoever nature, whether temporary or permanent, arising from any such Property if at any time after the inception of the certificate, **We** shall find such Property to be not Shariah-compliant. In any such case, **We** shall reserve the right to cancel this certificate and refund any contribution received in respect thereof.

Subject otherwise to the terms and conditions of this certificate.

## 24. Nomination

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

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

## PART E : SCHEDULE OF BENEFITS

The amount of benefits stated in the Schedule of Benefits below is determined by the **Plan** that **You** have selected and stated in the **e-Schedule**:

Section	Benefits	Sum Covered (RM)		
		Bronze	Silver	Gold
<b>(1) Personal Accident Benefits</b>				
(A)	Accidental Death	100,000/adult 25,000/child 300,000/family	200,000/adult 50,000/child 600,000/family	300,000/family 75,000/child 900,000/family
(B)	Accidental Permanent Total Disablement	100,000/adult 100,000/child 300,000/family	200,000/adult 200,000/child 600,000/family	300,000/adult 300,000/child 900,000/family
(C)	Accidental Permanent Loss	100,000/adult 100,000/child 300,000/family	200,000/adult 200,000/child 600,000/family	300,000/adult 300,000/child 900,000/family
(D)	Child Education Fund	N/A	5,000/event	10,000/event
<b>(2) Medical and Other Related Benefits</b>				
(A)	Overseas Medical Expenses			
	■ Up to age 70 years	100,000/individual	200,000/individual	300,000/individual
	■ Above age 70 years	50,000/individual	100,000/individual	150,000/individual
	■ Family Limit	300,000/family	600,000/family	900,000/family
(B)	Follow-up Treatment in Malaysia			
	■ Up to age 70 years	10,000/individual	20,000/individual	30,000/individual
	■ Above age 70 years	5,000/individual	10,000/individual	15,000/individual
	■ Family Limit	30,000/family	60,000/family	90,000/family
Subject to limit of Overseas Medical Expenses in (2A)				
(C)	Compassionate Visitation Benefit	5,000/individual	7,500/individual	10,000/individual
		15,000/family	22,500/family	30,000/family
Subject to limit of Overseas Medical Expenses in (2A)				
(D)	Child Guard Benefit	5,000/event	7,500/event	10,000/event
	Subject to limit of Overseas Medical Expenses in (2A)			
(E)	Alternative Medical Treatment	N/A	500/individual	1,000/individual
			1,500/family	3,000/family
	Subject to limit of Overseas Medical Expenses in (2A)			
<b>(3) Hospital Allowance</b>				
	Per Day	150	250	350
	Per Event	3,000/individual 9,000/family	5,000/individual 15,000/family	10,500/individual 31,500/family

Section	Benefits	Sum Covered (RM)		
		Bronze	Silver	Gold
<b>(4)</b>	<b>Emergency Medical Evacuation and Repatriation Benefits</b>			
(A)	Compassionate Allowance	2,500/individual 7,500/family	5,000/individual 15,000/family	7,500/individual 22,500/family
(B)	Medical Evacuation	Unlimited		
(C)	Medically Supervised Repatriation	Unlimited		
(D)	Repatriation of Mortal Remains	Unlimited		
<b>(5)</b>	<b>Travel Inconvenience &amp; Other Travel Related Benefits</b>			
(A)	Damage or Loss of Baggage and Personal Effects	2,500/individual 7,500/family	5,000/individual 15,000/family	7,500/individual 22,500/family
(B)	Loss of Travel Documents	2,500/individual 7,500/family	5,000/individual 15,000/family	7,500/individual 22,500/family
(C)	Loss of Personal Money	500/individual 1,500/family	1,000/individual 3,000/family	1,500/individual 4,500/family
(D)	Baggage Delay	400/individual 1,200/family	800/individual 2,400/family	1,200/individual 3,600/family
(E)	Travel Delay	1,000/individual 3,000/family	2,000/individual 6,000/family	3,000/individual 9,000/family
(F)	Travel Cancellation	5,000/individual 15,000/family	15,000/individual 45,000/family	25,000/individual 75,000/family
(G)	Travel Curtailment	5,000/individual 15,000/family	15,000/individual 45,000/family	25,000/individual 75,000/family
(H)	Travel Misconnection	N/A	100/individual 300/family	200/individual 600/family
(I)	Missed Departure	N/A	1,000/individual 3,000/family	2,000/individual 6,000/family
(J)	Travel Overbooked	N/A	2,000/individual 6,000/family	3,000/individual 9,000/family
(K)	Loss of Travel Deposit due to <b>Insolvency of Travel Agent</b>	N/A	3,000/individual 9,000/family	5,000/individual 15,000/family
<b>(6)</b>	<b>Others</b>			
(A)	Golf Equipment Cover	N/A	2,000/event	5,000/event
(B)	Loss of Credit Card	N/A	2,000/individual 6,000/family	5,000/individual 15,000/family
(C)	Rental Car Excess Cover	N/A	500/event	1,000/event
(D)	Home Protection	1,000/event	3,000/event	5,000/event
(E)	Personal Liability	250,000/individual 750,000/family	500,000/individual 1,500,000/family	1,000,000/individual 3,000,000/family
(F)	Travel Assistance Services	Included	Included	Included

## PART F : 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  
Menara Takaful Malaysia  
No. 4, Jalan Sultan Sulaiman, 50000 Kuala Lumpur  
P.O. Box 11483, 50746 Kuala Lumpur

Tel: 1-300 88 252 385 Fax: 603 - 2274 0237

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  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## PART G : DOCUMENTS REQUIRED TO PROCESS CLAIM

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

Section	Type of Claim	Document(s) Required
	All claims	(a) Duly completed and signed Claim Form (b) Copy of takaful e-Schedule (if any) (c) Travel ticket and/or boarding pass (d) Copy of identity card of deceased and/or claimant
Plus the followings where applicable		
(1)	Personal Accident	(a) Medical report (b) Death certificate (c) Post mortem report (d) Police report (e) Children's certificate of birth (for claim on Child Education Fund only) (f) Photographs showing the extent of injury (for claim on Permanent Loss or total Permanent Disablement only) (g) Driving license
(2)	Medical Expenses	(a) Medical report (b) Original medical invoices and receipts for all amount claimed (Itemized) (c) Original receipts for additional expenses claimed for additional travel and accommodation (for claim on Compassionate Visitation Benefit and Child Guard Benefit only)
(3)	Hospital Allowance	(a) Discharge note or diagnosis note and ward chit or any statement/bills produced by the Hospital
(4)	(A) Compassionate Allowance	(a) Medical report from the attending doctor abroad (b) Original receipts for cost of burial or cremation or transporting of mortal remains.
	(B) Medical Evacuation; (C) Medically Supervised Repatriation; (D) Repatriation of Mortal Remains	(a) Medical report from the attending doctor abroad (b) Original receipts for cost of burial or cremation or transporting of mortal remains.
(5)	(A) Damage or Loss of Baggage and Personal Effects	(a) Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase (b) Police report detailing the circumstances and list of items stolen (c) If in the custody of 3rd party i.e. carrier, transporter, hotel etc., obtain written report from them on the incident and write official complaint holding them responsible for the loss (d) Photos showing the damaged baggage and personal effects
	(B) Loss of Travel Documents; (C) Loss of Personal Money	(a) Police report detailing the circumstances and list of items stolen (b) Original receipts for additional costs incurred in replacing lost travel documents
	(D) Baggage Delay	(a) A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof (b) A written confirmation from the carrier concerned on the date and time of baggage delivery

Section	Type of Claim	Document(s) Required
(5)	(E) Travel Delay	(a) A written confirmation from the carrier concerned confirming the duration of delay and reasons thereof
	(F) Travel Cancellation	(a) Medical report, death certificate, proof of relationship etc, as the case may be. (b) Copy of medical bills (c) Original receipts for payment of the tour (d) Tour operator's booking and cancellation/refund invoices, terms & conditions
	(G) Travel Curtailment	(a) As per Section 5(F) above (b) A written confirmation from the attending doctor abroad that it is necessary to return home (c) If due to hijacking or natural disaster, written confirmation from tour operator concerned confirming the incident (d) Boarding pass to confirm the actual date of arrival back to Malaysia
	(H) Travel Misconnection	(a) A written confirmation from the carrier concerned confirming flight misconnection details and when the next alternative transportation is available
	(I) Missed Departure	(a) Original receipts for expenses claimed for additional travel and accommodation expenses (b) A written confirmation from the public transport services concerned confirming the mechanical breakdown
	(J) Travel Overbooked	(a) A written confirmation from the carrier concerned confirming the overbooked flight details and when the next alternative transportation is available
	(K) Loss of Travel Deposit Due to Insolvency of Travel Agent	(a) Original receipt for payment of the deposit (b) Booking invoice together with the booking terms and conditions (c) Police report detailing the alleged Insolvency of the Travel Agent (d) Written confirmation from Jabatan Insolvency Malaysia on the insolvent status of the Travel Agent
(6)	(A) Golf Equipment Cover	(a) Original receipt for the Loss/Damage Golf Equipment (b) Photo of Damage Golf Equipment (c) Original receipt for the cost of hiring replacement Golf Equipment
	(B) Loss of Credit Card	(a) Police report (b) Statement issued by the card issuing bank showing the record of unauthorized use of credit card including date and time of notification of Loss
	(C) Rental Car Excess Cover	(a) Original car rental agreement (b) Written advice from rental agency holding the Person Covered liable for the Loss of or Damage to the rented car (c) Original invoices and receipt from the rental agency for car rental (d) Copy of driving license at the time of accident (e) Copy of overseas motor takaful/insurance certificate/policy if available (f) Original receipt of the excess paid
	(D) Home Protection	(a) Police report (b) Original receipts for all items claimed. If not available, provide description of items and the date, place and price of purchase. (c) Photos showing the forcible & violent entry to the house & the affected item(s)
	(E) Personal Liability	(a) DO NOT ADMIT LIABILITY (b) Forward any correspondence from 3 <sup>rd</sup> party unanswered to the loss adjuster immediately