

i-Am Protect

PREAMBLE

i-Am Protect is an individual ordinary family takaful plan that aims to provide you with takaful protection as described in this Certificate.

Takaful is a mutual assistance scheme based on the spirit of brotherhood and solidarity where you contribute to the plan into a fund on the basis of *tabarru'* (donation), which will be used to support Participants of the plan in times of need.

The plan participates in Shariah-compliant fund, which are maintained as separate fund by us as part of our family takaful business.

As the Certificate Holder named in the First Schedule, you are entitled to the Takaful Benefits due as shown in this Certificate subject to its terms and conditions. This Certificate was issued based on and in reliance upon the proposal form together with all declarations, medical information and other documents/information which you and/or the Participant have provided.

If any of the Takaful Benefits become due under this Certificate, we will pay the benefits either to you, your named nominee or the proper claimant, as the case may be. We will not be obliged to concern ourselves with the application of the Takaful Benefits or to ensure that the same are applied for the Participant's benefit. We will not be responsible for any misapplication of the Takaful Benefits.

Signed for and on behalf of AmMetLife Takaful Berhad (Company No. 931074-V),



NOOR AZAM MOHD YUSOF
Chief Executive Officer

CERTIFICATE INFORMATION STATEMENT

You should read the following information with the terms and conditions stated in this Certificate.

1. Proof of Age

If the Participant's Age has not been admitted on this Certificate, we need proof of his Age before we pay a claim.

2. Nomination

You can choose who will receive the Takaful Benefits payable upon the Participant's death by filling in a nomination form. Your First Schedule will state whether you have already nominated a person to receive the Takaful Benefits payable upon the Participant's death. If you have not chosen anyone, please complete the nomination form which can be obtained from our website and send it to us immediately.

You need to notify us in writing by completing a fresh nomination form in the event of a change of nominee to facilitate payment of such benefits, if any.

3. Change of Address

You must notify us if there is any change to your correspondence address in order for us to keep you informed of important information. You also need to notify us the latest address of the nominee(s) in order to facilitate payment of the Takaful Benefits payable upon the Participant's death.

4. Payment of Contribution

You can pay your Contributions via online banking or JomPay. Any Contribution you pay to us and shown in your credit card or bank statement will be our acknowledgement of the payment.

It is important that you keep the credit card or bank statement as proof of payment of Contribution for future references.

5. Free Look Period

If you decide not to continue with this Certificate, you can return this Certificate within fifteen (15) days from the date of receipt of this Certificate. We will then refund the Contribution paid to you.

6. Surrender

Since this Certificate does not provide any surrender benefit, you are advised not to surrender your Certificate after the Free Look Period. We will not pay any surrender value to you, but your coverage will continue until a day before the expiry date. It **may not be an advantage to surrender or to replace an existing Certificate** with a new one.

Please call our Customer Care Centre before you make a final decision.

7. Claim Submission

If you need to make a claim, you must send a written notification to us at the following address. For medical and accident claims, it should be made within thirty (30) days from the event date, while for other claims within sixty (60) days from the event date.

AmMetlife Takaful Berhad (Company No. 931074-V)

Level 23, Menara 1 Sentrum,
No 201, Jalan Tun Sambanthan,
50470 Kuala Lumpur

Once we have received the notification, we will inform you regarding the relevant documents to be completed and furnished to us in order to process your claim. If you need any assistance, please call our Customer Care Centre at the number below.

8. How to Contact Us

Should you wish to seek further information, enquire, provide feedback or have any dispute regarding your Certificate or you are not satisfied with our decision with regard to your claim and wish to lodge a complaint, you may contact your authorised representative or us directly at the following address:

Customer Care Centre

Level 6, Menara 1 Sentrum,
No 201, Jalan Tun Sambanthan,
50470 Kuala Lumpur

Tel No : 1 300 22 9777
Fax No : (603) 2272 3229
E-mail : customercare@ammelifetakaful.com
Website : ammelifetakaful.com

SMS (Alert)

Type AMT<space>Message
Send to 33911

9. Ombudsman for Financial Services

Ombudsman for Financial Services (OFS) is set up to offer customer protection and to help you resolve any dispute over claims between you and us. If you are not satisfied with a decision we have made on your claim, you may write to the following address:

Ombudsman for Financial Services

(Formerly known as Financial Mediation Bureau)

Level 14, Main Block, Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur

Tel No. : (603) 2272 2811
Fax No. : (603) 2272 1577
Email : enquiry@ofs.org.my
Website : www.ofs.org.my

10. BNM Laman Informasi Nasihat Dan Khidmat (BNM LINK) and BNMTELELINK

If you have any other enquiries or complaints on our takaful plan and services, you can refer your complaints to Bank Negara Malaysia through BNMLINK and BNMTELELINK.

BNMLINK provides face-to-face customer service on general enquiries and public complaints and is located at the Bank Negara Malaysia's regional offices. The headquarters is at:

Laman Informasi Nasihat dan Khidmat (BNMLINK)

Bank Negara Malaysia
Ground Floor, Block D,
Jalan Dato' Onn,
50480 Kuala Lumpur.
Tel. No: 03-2698 8044 extension 8950/ 8958 (BNMLINK General Line)

Alternatively, you may contact BNMTELELINK by telephone, fax, letter or email with contact details as follows:

Contact Centre (BNMTELELINK)

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia,
P.O. Box 10922,
50929 Kuala Lumpur.

Tel. No. : 1-300-88-5465 (1-300-88-LINK)
Tel. No. (Overseas) : (603) 2174 1717
Fax No. : (603) 2174 1515
Email : bnmtelelink@bnm.gov.my
Website : www.bnm.gov.my

BNMLINK and BNMTELELINK operating hours are from: Monday – Friday, 9.00 a.m. – 5.00 p.m.

TAKAFUL CERTIFICATE PROVISIONS

1. DEFINITIONS

In this Certificate, unless the context otherwise requires, the words / terms below shall have the following meanings:

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| Accident | A sudden, unintentional, unexpected, unusual and specific event by external and visible means that happens at an identifiable date, time and place which shall, directly and independently of any other cause, be the cause of bodily Injury. |
| Activities of Daily Living (ADL) | It means the following activities: a) Bathing/Washing: The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by other means; b) Contenance: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene; c) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person; d) Eating: All tasks of getting food into the body once it has been prepared; e) Mobility: The ability to move from room to room without requiring any physical assistance; and f) Transfer: Getting in and out of a chair without requiring physical assistance. |
| Age | Age next birthday. |
| AmBank Group | Refers to AMMB Holdings Berhad and all its direct and indirect subsidiaries and associate companies, including, but not limited to: AmBank (M) Berhad, AmBank Islamic Berhad, AmInvestment Bank Berhad, AmInvestment Group Berhad, AmInvestment Services Berhad, AmIslamic Funds Management Sdn Bhd, AmFutures Sdn Bhd, AmCard Services Berhad, AmGeneral Insurance Berhad and AmMetLife Insurance Berhad. |
| Annexes | The contracts, if any, issued by us providing any additional and/or extension(s) of coverage as stated in the First Schedule or the Endorsement issued by us. |
| Authorised Office | AmMetLife Takaful Head Office or any of its registered branches. |
| Bank Negara Malaysia (BNM) | The government body in Malaysia responsible for primary regulation of Takaful Operators. |
| Certificate | Includes the Preamble, Certificate Information Statement, Takaful Certificate Provisions, Schedules, Appendices, Annexes, Endorsements and any confirmation notices we may issue, together with the proposal form, declarations, medical information and other documents/information, if any, which you and/or the Participant have provided. |
| Certificate Anniversary | The anniversary of the Commencement Date as stated in the First Schedule. |
| Certificate Holder, you or your | The holder of this Certificate, as person named in the First Schedule, and includes where a Certificate has been assigned, the assignee. |
| Commencement Date | The Commencement Date stated in the First Schedule. |
| Consumption Tax | Tax payable (presently or in the future) on the sale or supply of goods, services or other types, including but not limited to goods and services tax, value added tax, sales tax, service tax or any similar impost. |

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| Contribution | The takaful Contribution that you need to pay for basic and additional Takaful Benefits (if any) under this Certificate, as stated in the First Schedule. |
| Cover Date | The date of the issuance of this Certificate as stated in the First Schedule and is the date on which the takaful coverage provided under this Certificate begins. |
| Diagnosis | <p>A definitive diagnosis made by a Doctor based on specific evidence that we have mentioned for that specific illness or based on radiological, clinical, and histological or laboratory evidence we accept.</p> <p>If there is any doubt about the Diagnosis, we reserve the right to request an examination of either you or the Participant (where applicable) or the evidence used in arriving at such diagnosis, by an impartial acknowledged expert in the field of medicine concerned and the opinion of such expert as to such diagnosis shall be considered binding on you or the Participant and us.</p> |
| Disability | A sickness, disease, illness or all Injury arising out of a single or continuous series of causes. |
| Doctor, Physician, Surgeon or Medical Practitioner | A registered medical practitioner who is qualified and licensed to practise western medicine. In providing treatment, they must be practising within the scope of their licensing and training in the geographical area of practice. This person cannot be you, the Participant, the Participant's or your husband or wife or a close relative. |
| Endorsement | The Endorsement, if any, signed by us modifying or varying any terms or conditions contained in this Certificate. |
| Expiry/Maturity Date | The Expiry/Maturity Date of this Certificate, as stated in the First Schedule. |
| Fee | The Wakalah Fee and Tabarru' deduction. |
| Financial Year | The period extending from 1 st April of any calendar year to 31 st March of the subsequent calendar year. |
| Injury | Bodily Injury that can be seen on the outside of the body caused directly by Accident and independent of all other causes, except for in the case of drowning or of internal Injury revealed by an autopsy. There must be evidence of a visible contusion or wound on the body. |
| Misrepresentation | Any statements, documents, information in relation to this Certificate which is untrue, misleading or suppressed information from us. |
| MetLife | Refers to MetLife Holdings Inc. and all its direct and indirect subsidiaries, associate, affiliates and/or related companies including but not limited to AmMetLife Takaful Berhad. |
| Participant | The person covered under this Certificate, as stated in First Schedule. |
| Participants' Risk Fund (PRF) | The fund which is made up of the Tabarru' from a portion of your Contributions, to assist the Participant and the fellow Participants in need, through the benefits they are entitled to. |
| Pre-Existing Condition | <p>Disabilities that is known to the Participant prior to Commencement Date or Reinstatement Date. A Participant may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:</p> <ol style="list-style-type: none"> the Participant has received or is receiving treatment for; or medical advice, diagnosis, care or treatment has been recommended; or clear and distinct symptoms are or were evident; or its existence would have been apparent to a reasonable person. |
| Qardh | An interest-free loan provided by us in the event of deficit in the PRF. |

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| Reinstatement Date | The date your application for reinstatement is approved by us. |
| Sickness, Disease or Illness | A physical condition marked by a pathological deviation from the normal healthy state. |
| Sum Covered | The Sum Covered for each benefit which is applicable to this Certificate as stated in the First Schedule. |
| Surplus | The Surplus arises from the PRF after deducting claims, reserves and retakaful cost. The Surplus, if any, is calculated annually. |
| Tabarru' | A donation, gift or Contribution. In this Certificate, Tabarru' means donation for the purpose of takaful. |
| Takaful Benefits | The benefits listed under the section with the heading "Takaful Benefits". |
| Total and Permanent Disability (TPD) | <p>a) The Participant is considered as being totally and permanently disabled under a "Constant Care" definition of Disability, only if the Participant, due to Accident or Illness, has been disabled to such an extent that the Participant is required to be confined to a home, hospital or other institution in order to receive constant care and medical attention.</p> <p>b) The Participant is considered as being totally and permanently disabled under a "Failure of three (3) out of six (6) Activities of Daily Living" definition of Disability, only if the Participant, due to Accident or Illness, has been disabled to such an extent that the Participant is unable to perform without the continuous assistance of another person at least three (3) of the six (6) Activities of Daily Living.</p> <p>c) The Participant is considered as being totally and permanently disabled under an "Any Occupation" definition of Disability, only if the Participant, due to Accident or Illness, has been disabled to such an extent that Participant is completely unable to engage in any occupation or perform any work of remuneration or profit.</p> <p>d) The Participant is considered as being totally and permanently disabled under a "Presumptive" definition of Disability, only if the Participant, due to Accident or Illness, has been subject to one (or more) of the following impairments:</p> <ul style="list-style-type: none"> i) total and permanent loss of sight in both eyes; or ii) loss by physical severance (or total and permanent loss of use) of two (2) limbs at or above the wrist or ankle; or iii) total and permanent loss of sight in one (1) eye and the loss by physical severance (or total and permanent loss of use) of one (1) limb at or above the wrist or ankle. <p>e) If the Disability happens before the Participant attains age sixteen (16) years, the TPD definition of "Constant Care" or "Presumptive" shall be applied.</p> <p>f) If the Disability happens when the Participant is at the working age of sixteen (16) to sixty (60) years, the TPD definition of "Any Occupation" or "Presumptive" shall be applied.</p> <p>g) If the Disability happens after the Participant attains age sixty one (61) years, the TPD definition of "Failure of three (3) out of six (6) Activities of Daily Living" or "Presumptive" shall be applied.</p> <p>h) The Disability must be permanent and last for at least one hundred eighty (180) consecutive days from the date of commencement of the Disability.</p> |
| Wakalah | An arrangement appointing us to act on behalf of all Participants to invest and manage the PRF provided under this Certificate. In managing and investing the fund, we are entitled to a Wakalah Fee. |
| we, us or our | AmMetLife Takaful Berhad. |

2. GENERAL PROVISIONS

2.1 Basis of this Certificate and Reservation of Rights

- 2.1.1 This is an individual ordinary family takaful plan that provides the takaful coverage as provided in this Certificate.
- 2.1.2 This Certificate was issued based on and in reliance upon the proposal form together with all declarations, medical information and other documents/information which you and/or the Participant have provided.
- 2.1.3 This Certificate constitutes the entire contract between you and us. Unless provided otherwise, no agent or person other than individual(s) authorised by us may authorise any modification, amendment or waiver which must be made in writing and signed by the authorised individual(s).

2.2 Takaful Coverage

- 2.2.1 Takaful coverage in respect of a Participant:
 - a) Shall commence on the Cover Date provided that we receive the Contribution payable for such coverage; and
 - b) Shall terminate in accordance with the provisions of this Certificate.
- 2.2.2 All the rights under this Certificate can only be exercised by you, unless provided otherwise.

2.3 Obligation To Take Reasonable Care and Not To Misrepresent

- 2.3.1 You are required to exercise reasonable care in answering the proposal form and/or in voluntarily disclosing information to us. If the information you provided is inaccurate or fraudulently made, or we find that you have suppressed any material fact, and such information is important to our decision whether to provide coverage to the Participant under this Certificate, then we may take certain action(s) as provided in this Certificate.
- 2.3.2 We will not pay any Takaful Benefit if:
 - a) Any such proposal form, declarations, medical information and other documents/information is found to be false, untrue or incomplete and it was fraudulently made or omitted; or
 - b) You do not give us any documents or information which should have been given to us within the specified time determined by us for Takaful Benefit payment process.
- 2.3.3 Deliberate or reckless Misrepresentation
Where we find any Misrepresentation was:-
 - a) made recklessly or intentionally; and
 - b) relevant to us in so far as had such information been properly disclosed to us, it would have led to our refusal to issue this Certificate or imposing terms that less favourable to the Participant;then we may opt to avoid this Certificate and refuse all claims.
If we choose to avoid this Certificate, we will refund the unearned wakalah fee amount to you.
- 2.3.4 Careless or innocent Misrepresentation
If the Misrepresentation was:-
 - a) Unintentional or innocent; and
 - b) Had the condition or statement was correctly or accurately made known to us at the point of inception of this Certificate or any cover/rider/benefit;As a result, we would not have issued this Certificate from the very beginning then, we may opt to avoid this Certificate and refuse any claim as if we had never issue this Certificate. If we avoid this Certificate, we shall refund the following amount to you:
 - a) Contribution after deduction of Wakalah Fees; and
 - b) Unearned Wakalah Fees.OR
As a result, we would have issued or renewed this Certificate but on different terms then, we may opt to impose those different terms in this Certificate and those terms may be applied retrospectively from the Commencement Date;
OR

As a result, we would have issued this Certificate but with higher Contribution then we may opt to reduce proportionately the benefit payable from the PRF based on the following calculations:

$$\frac{\text{Contribution actually charged} \times \text{Claim amount as per this Certificate}}{\text{Contribution that would have been charged}}$$

2.4 Misstatement of Age or Gender

- 2.4.1 The Age of the Participant may be admitted during his lifetime to us on due proof but if it is not admitted, proof of Age must be submitted before we pay any Takaful Benefit for claim made under this Certificate.
- 2.4.2 If we have not previously verified or confirmed the Age or gender of the Participant to be correct, we have the right to require proof of the Age or gender of the Participant before making any payment under this Certificate.
- 2.4.3 If you or the Participant has misstated the Age or gender of the Participant, we shall have discretion to vary, amend or adjust the provisions of this Certificate accordingly, based on the Participant's true Age or gender.
- 2.4.4 If the total Contribution based on the Participant's correct Age or gender are higher than the total Contribution that have been paid, we shall reduce the Takaful Benefit payable and vary the surplus allocation under this Certificate by the differences between the actual Contribution paid and the Contribution which should have been paid for this Certificate.
- 2.4.5 If the total Contribution based on the Participant's correct Age or gender are lower than the total Contribution that have been paid, we shall refund the differences between the actual Contribution paid and the Contribution which should have been paid for this Certificate.

2.5 Incontestability

- 2.5.1 We will not dispute the validity of this Certificate after it has been in force during the lifetime of the Participant except for Misrepresentation, fraud or non-disclosure of a material fact.
- 2.5.2 Material fact means a fact which, if known to us, it would have led us to impose additional Contributions or exclusions or to decline the takaful application.

2.6 Currency and Place of Payment

- 2.6.1 All amounts payable by way of Contributions or Takaful Benefits shall be in Ringgit Malaysia only.

2.7 Change in Contribution, Fee or Term and Condition

- 2.7.1 We reserve the right to revise the Contribution or Fee payable or vary term and condition of this Certificate at any time by giving ninety (90) days written notification to you at your last known address. The changes will be determined by us to be appropriate and equitable.

2.8 Changes in Risk

- 2.8.1 You shall give immediate notice in writing to us in respect of any material change in occupation, business, duties or pursuits of the Participant and pay any additional Contribution that may be required by us on account of the change in risk.

2.9 Nomination

- 2.9.1 You may nominate a natural person to receive Takaful Benefits payable upon the Participant's death by submitting the nomination form. Payment of such benefits to your named nominee(s) will discharge us from all liabilities in respect of the payment so made.

2.10 Free Look Period

- 2.10.1 You may cancel this Certificate by giving us notice in writing within fifteen (15) days from the date of receipt of this Certificate. This Certificate shall only be deemed to be returned to us on the date it is received by us.
- 2.10.2 If this Certificate is cancelled during Free Look Period, we shall refund you the full amount of Contribution paid.

2.11 Retakaful

2.11.1 We may procure and arrange for retakaful from any third party as we deem necessary and appropriate in respect of the takaful coverage granted under this Certificate.

2.12 Notifications

2.12.1 All notifications must be in writing and will be sufficiently served to you.

2.12.2 Likewise, all notifications to us must be in writing and will be sufficiently served to us when we receive the same.

2.12.3 Any notification sent by post is deemed to have been duly received by you five (5) days after posting irrespective of whether the same has actually been received or not.

2.12.4 For general notification to our customers which is not specifically to just one Certificate Holder or Participant, it shall be a sufficient notification if the same is communicated through advertisement in major newspapers or through our Website (as deemed appropriate by us).

2.13 Notification of Confirmation

2.13.1 If we issue a notification of confirmation, we will consider the content of the notification as correct unless there is an obvious error or you validly complain to us about it within fourteen (14) days of the date of the notification of confirmation.

2.14 Claims

2.14.1 Before we pay any claim under this Certificate, we reserve the right to require you to return this Certificate and to submit other legal documents for us to process and approve the claim.

2.14.2 If there is no waiver benefit in respect of a particular Takaful Benefit or we do not approve the waiver benefit claim, you will need to continue the Contribution for that particular Takaful Benefit.

2.15 Termination

2.15.1 This Certificate will end automatically:

- a) on the Expiry Date; or
 - b) upon cancellation within Free Look Period; or
 - c) upon the Participant's TPD, where the TPD benefit payable under this Certificate is equivalent to the death benefit under this Certificate; or
 - d) when the Participant dies; or
 - e) when it is terminated under any provisions of this Certificate;
- whichever occurs first.

2.16 Interpretation

2.16.1 In this Certificate, unless otherwise stated:

- a) headings are inserted for convenience only and shall not affect how this Certificate is construed;
- b) words including the singular where appropriate shall include the plural and vice-versa;
- c) words including a gender shall include every gender;
- d) reference to any notice or request to be given to us shall be in writing;
- e) reference to laws, rules or regulations shall include such laws, rules or regulations as amended or re-enacted from time to time.

2.16.2 Each provision of this Certificate is severable and distinct from the others and if one (1) or more of such provisions are or become invalid, void or illegal, the enforceability of the remaining provisions of this Certificate shall not in any way be affected or impaired by it.

2.17 Laws, Rules and Regulations

- 2.17.1 This Certificate and the obligations of us pursuant to this Certificate are subject to the laws, rules and regulations currently in force in Malaysia and such laws, rules and regulations shall include but shall not be limited to any circulars, directives or guidelines now or hereafter issued by the relevant authorities and/or regulatory bodies having jurisdiction over us.
- 2.17.2 Notwithstanding anything contained in this Certificate, in the event of conflict between the provisions of this Certificate and any law, rule or regulation (which includes but is not limited to circulars, directives and guidelines now or hereafter issued by the relevant authorities and/or regulatory bodies having jurisdiction over us), such law, rule or regulation shall prevail.
- 2.17.3 This Certificate shall be governed by and construed in accordance with the laws of Malaysia and the parties irrevocably submit to the non-exclusive jurisdiction of the competent courts of Malaysia.
- 2.17.4 We shall have the absolute authority to make any changes that may be required due to any such laws, rules or regulations by giving written notice to you.

2.18 Anti-Money Laundering and Counter Financing of Terrorism

- 2.18.1 If we discover or have justified suspicion that this Certificate is exploited for money laundering activities and/or to finance terrorism, we reserve the right to terminate this Certificate immediately. We shall deal with all Contributions paid and all Takaful Benefits payable in respect of this Certificate in any manner we deem appropriate, including but not limited to handing it over to the relevant authorities.

2.19 Disclosure of Information

- 2.19.1 You provide us consent to disclose, at our sole discretion, relevant information and documents relating to this Certificate to/for:
- a) The next of kin/your nominees/administrator/executor/beneficiary/the solicitors acting for them for the purpose applying any court order in respect of your estate;
 - b) To any party or the solicitors acting for that party who had obtained court order in respect of this Certificate;
 - c) Receivers and managers appointed by any debenture holder of a corporate Participant, liquidators, official assignees/official receivers of a/an bankrupt/insolvent Participant;
 - d) BNM/other regulators/enforcement authorities acting under powers granted under any applicable law;
 - e) The takaful industry association/organization in which we are the member;
 - f) Representative, loss adjusters appointed by us;
 - g) Representative, appointed by you;
 - h) The purposes of any legal proceedings in relation to this Certificate;
 - i) The police/other investigative authorities for:
 - i. Lodging of relevant reports by us;
 - ii. Investigation into any crime (including any money laundering and terrorism financing activities);
 - iii. Prevention of crime;
 - j) The statutory bodies, government agencies and departments for the performance of their functions and duties;
 - k) Our vendors, service providers, consultants, external professional advisors as may be required for the proper performance of their functions, duties and obligations to us and AmBank Group/MetLife;
 - l) Any party which in the future may express intention to acquire any interest/shareholding in us/pursuant to any proposed arrangement, composition, merger, acquisition/restructuring between us and such parties;
 - m) Any external party as may be required for any corporate exercises/due diligence activities undertaken by us or the AmBank Group/MetLife;
 - n) AmBank Group/MetLife companies for purposes of outsourcing of services by us and for shared/centralised services such as internal audit, risk management, legal, finance, information technology and compliance.

2.20 Privacy

- 2.20.1 You confirm that you had read, understood and agreed to be bound by our Privacy Notice which is available at ammetlifetakaful.com and the clauses herein, as they may relate to the processing of your personal data. For the avoidance of doubt, you agree that the said Privacy Notice shall be deemed to be incorporated by reference to this Certificate.
- 2.20.2 You authorize us and AmBank Group or MetLife, its affiliates and agents to collect, transfer (within or outside Malaysia) and process your personal data, including sensitive personal data, such as health details to enable us to administer or perform our obligations in connection with the services and benefits provided under this Certificate. Personal data means name, date of birth, street address, email address and other information that could identify you as an individual.
- 2.20.3 In the event you provide personal data and/or financial information relating to third parties, including information relating to your nominee for the purpose of managing the Takaful plan with us, you:
- Confirm that you had obtained their consent or are otherwise entitled to provide the information to us and for us to use it in accordance with this Certificate;
 - Agree to ensure that the personal data of the said third parties is accurate and updated; and
 - Agree to our right to terminate the Takaful plan should such consent be withdrawn by any of the said third parties.
- 2.20.4 You agree that our related companies (AmBank Group or MetLife), their merchants and strategic partners may contact you about products, services and offers, which we and AmBank Group/MetLife believe may be of interest or beneficial to you.
- 2.20.5 We and AmBank Group/MetLife may communicate with you through various channels, including telephone, e-mail, electronic/mobile messaging, facsimile or post, using the contact information you had provided.
- 2.20.6 You may inform us at any time if you do not wish to receive marketing communications from us, AmBank Group or MetLife and/or our merchants and business partners, by contacting us at the various channels given below:
- Customer Care Centre
Phone: 1300 22 9777
E-mail: customercare@ammetlifetakaful.com
Post: AmMetLife Takaful Berhad
Level 23, Menara 1 Sentrum,
No 201, Jalan Tun Sambanthan,
50470 Kuala Lumpur
- 2.20.7 Your latest written instructions to us will prevail. You acknowledge that certain communications such as the statements of your takaful plan and AmBank Group's/MetLife's websites may contain standard information regarding our other products and services and AmBank Group/MetLife that cannot be removed without affecting the delivery/operation provision of the takaful plan and/or without additional costs to you.
- 2.20.8 Even after you had provided us with any information, you will have the option to withdraw the consent given earlier. In such instances, we will have the right to not provide or discontinue the provision of the takaful plan that is/are linked with such information.
- 2.20.9 We reserve the right to amend this section from time to time at our sole discretion by providing notice to you.
- 2.20.10 This section shall be without prejudice to Section Disclosure of Information of this Certificate.

2.21 Consumption Tax

- 2.21.1 The Contribution that You will pay to Us under this Certificate is exclusive of any Consumption Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding. For avoidance of doubt, all Contributions that You will pay to Us under this Certificate must be made free and clear of any deductions or withholdings on account of Consumption Tax. In the event that a deduction or withholding is required by law, the amount paid or payable must be grossed-up to ensure that We receive the same amount as We would have been entitled to receive in the absence of any requirement to make a deduction or withholding.
- 2.21.2 In the event that We are required by law and/or regulation to calculate and collect any amount paid or payable from You under this Certificate on account of any Consumption Tax, such amount that We have calculated, shall be paid by You as additional to and without any deduction or set-off from the Contribution payable under this Certificate to Us.

3. FUND

3.1 Allocation of Contribution into the Participants' Risk Fund

- 3.1.1 We will allocate the Contribution, after deducting the Wakalah Fee into the PRF.

3.2 Surrender

- 3.2.1 You are advisable not to surrender this Certificate.
- 3.2.2 Nothing shall be payable from the PRF in respect of the surrendering of this Certificate. However, your coverage will continue until a day before the Expiry Date.

3.3 Participants' Risk Fund and Surplus Distribution

- 3.3.1 The Contribution, after deducting the Wakalah Fee, will be allocated into the PRF as Tabarru'.
- 3.3.2 The PRF is for the collective benefit of all Participants and provides a means of financial protection.
- 3.3.3 We will pay the Sum Covered for the relevant Takaful Benefit under this Certificate from the PRF. We will not pay any surrender benefit (if any) of this Certificate from the PRF.
- 3.3.4 We will manage the PRF assets and have the absolute discretion to invest and manage the assets in accordance with principles of Shariah and will avoid investing the assets in securities or assets prohibited by Shariah. We will rectify any loss arising in the PRF if such loss is proven to have caused solely by our negligence in managing the PRF.
- 3.3.5 All costs, expenses, charges and levies for maintaining and investing the assets of the PRF and any other related expenses shall be borne and paid from the PRF.
- 3.3.6 The assets and liabilities of the PRF will be valued at the end of each Financial Year and actuarial principles will be applied to assess any Surplus arising. Claims payment and provision, retakaful cost, technical reserve, stabilisation reserve and any deficits brought forward will be taken into account when we calculate any Surplus arising.
- 3.3.7 Any Surplus arising from PRF will be allocated back to the PRF or be donated to any charitable organization approved by Our Shariah Committee.
- 3.3.8 If there is deficit in the PRF, we will provide a Qardh from the shareholder's funds to rectify the deficit. Future Surplus arising from the PRF will be used to pay the Qardh before any distribution of Surplus.

4. SCHEDULE OF FEES AND TABARRU'

4.1 Wakalah Fee

- 4.1.1 Each Contribution for basic plan and rider (if any) paid by you is subject to Wakalah Fees.

4.2 Tabarru'

- 4.2.1 Tabarru' is the Contribution after deduction of Wakalah Fees and shall be allocated into PRF.

5. CONTRIBUTION AND SUM COVERED

5.1 Contribution

- 5.1.1 This Certificate is issued and the Takaful Benefits under this Certificate are available to the Participant in consideration of the payment of the prescribed Contribution.
- 5.1.2 The amount, frequency and term of Contribution payable are stated in the First Schedule.

5.2 Variation of Sum Covered

- 5.2.1 Upon issuance of this Certificate, the Sum Covered of the available Takaful Benefits shall be as shown in the First Schedule. You are not allowed to increase or decrease the Sum Covered at any point of time.

6. TAKAFUL BENEFITS

6.1 Death Benefit

- 6.1.1 We will pay the Sum Covered of Death Benefit in a lump sum if the Participant dies while this Certificate is in force, provided that appropriate claim notification and satisfactory supporting document has been furnished to us.
- 6.1.2 We will pay the nominee(s) or proper claimant the Sum Covered less any outstanding amount that is due to us.
- 6.1.3 The Sum Covered for Death Benefit is payable after reducing the amount we had paid for the TPD, if any.
- 6.1.4 This Certificate will be terminated upon payment of the death benefit.

6.2 TPD Benefit

- 6.2.1 We will pay the Sum Covered of TPD Benefit in a lump sum if the Participant suffers TPD while this Certificate is in force, provided that appropriate claim notification and satisfactory supporting document has been furnished to us.
- 6.2.2 The Disability must be permanent and last for at least one hundred eighty (180) consecutive days from the date of commencement of the Disability and must, in the opinion of a suitable Physician appointed by us, be deemed permanent.
- 6.2.3 We will pay you or the proper claimant the Sum Covered less any outstanding amount that is due to us.
- 6.2.4 Total TPD Benefit we will pay under this Certificate and all other individual family takaful Certificates issued by us on the Participant life shall be limited to a maximum of Ringgit Malaysia two million (RM2,000,000).
- 6.2.5 If the Sum Covered for death benefit exceeds Ringgit Malaysia two million (RM2,000,000), the takaful coverage for death shall continue after we have paid the TPD Benefit of Ringgit Malaysia two million (RM2,000,000) until the Participant dies or this Certificate expires, whichever comes first. The Sum Covered we will pay when the Participant dies is the balance of the Sum Covered.
- 6.2.6 If the Sum Covered for TPD is less than the Sum Covered for death as at the date TPD commences, the total benefit payable for TPD shall be limited to the Sum Covered for TPD.
- 6.2.7 The TPD Benefit shall end automatically:
 - a) Upon payment of the TPD Benefit; or
 - b) When this Certificate is terminated.

6.3 Maturity Benefit

- 6.3.1 There is no benefit payable after the Maturity Date of this Certificate.

7. EXCLUSIONS

7.1 Death Benefit

- 7.1.1 We will not pay the death benefit if the Participant dies due to or arises from any of the following events:
- suicide whether while sane or insane; or
 - while under the influence of alcohol, narcotics or drugs other than those prescribed by a legally qualified Medical Practitioner.

7.2 TPD Benefit

- 7.2.1 We will not pay the TPD benefit for any TPD caused directly or indirectly, wholly or partly by any of the following events:
- attempting suicide or self-inflicted bodily injuries while sane or insane; or
 - while under the influence of alcohol, narcotics or misuse of drugs other than those validly prescribed by a Medical Practitioner; or
 - Pre-Existing Condition.

8. CLAIM NOTIFICATION & RESTRICTION

8.1 Death

- 8.1.1 You must send notification of any death claim under this Certificate to our head office in Kuala Lumpur within sixty (60) days of the date of death. If you fail to do this, it will not affect your claim as long as you can show that the notice was not reasonably possible to be given within the said sixty (60) days and was given as soon as possible.
- 8.1.2 The admission of any claim under this Certificate shall be subject to proof of death that is satisfactory to us and such proof must be furnished to us:
- not exceeding one hundred eighty (180) days from the date of death; and
 - at your own expense or expense of the nominee or proper claimant, as the case may be.

8.2 TPD

- 8.2.1 You must send notification of any claim for TPD benefits under this Certificate to our head office in Kuala Lumpur within sixty (60) days from the date of the Disability. If you fail to do this, it will not affect your claim as long as you can show that the notice was not reasonably possible to be given within the said sixty (60) days and was given as soon as possible.
- 8.2.2 The admission of any claim for TPD Benefit under this Certificate shall be subject to proof of Diagnosis of becoming total and permanent disablement that is satisfactory to us and such proof must be furnished to us:
- during the lifetime of the Participant;
 - not exceeding one hundred eighty (180) days of the start of the Disability; and
 - at your own expense.
- 8.2.3 We have the right, at reasonable intervals, to request for proof of continuance of the TPD. You are required to submit the proof at your own expense.
- 8.2.4 We reserve the right to reject any claim if you do not meet the above conditions.
- 8.2.5 We also reserve the right to request the Participant to undergo a medical examination carried out by a Medical Practitioner we have appointed, upon our request (if any).

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