

## ***i*-Am Shield**

### **PREAMBLE**

***i*-Am Shield** 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 have provided.

If any of the Takaful Benefits become due under this Certificate, we will pay the benefits either to you 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. 201101002936),



**Nazrulhisham Abdul Hamid**  
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. 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.

### 3. 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.

### 4. 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.

### 5. Surrender

You may surrender this Certificate at any time after the Free-Look Period by giving notice in writing to us. We will refund a proportion of contribution provided that you did not make any claim during the current Certificate Year. **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.

### 6. 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. 201101002936)  
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.

## 7. 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  
E-mail : [customercare@ammetlifetakaful.com](mailto:customercare@ammetlifetakaful.com)  
Website : [ammetlifetakaful.com](http://ammetlifetakaful.com)

## 8. Financial Markets Ombudsman Service

Financial Markets Ombudsman Service (FMOS) 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:

### Financial Markets Ombudsman Service (Company No: 200401025885)

*(Formerly known as Ombudsman for Financial Services)*

General Line: +603 2272 2811

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

Website : [www.fmos.org.my](http://www.fmos.org.my)

## 9. BNM Laman Informasi Nasihat Dan Khidmat (BNMLINK)

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.

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)

4th Floor, Podium Bangunan AICB, No. 10,  
Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel. No. : 1-300-88-5465  
Website : [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

BNMLINK 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:

|   |   |
|---|---|
| <b>Accident</b>                         | 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.   |
| <b>Activities of Daily Living (ADL)</b> | It means the following activities:<br>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;<br>b) Continenence: The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;<br>c) Dressing: Putting on and taking off all necessary items of clothing without requiring assistance of another person;<br>d) Eating: All tasks of getting food into the body once it has been prepared;<br>e) Mobility: The ability to move from room to room without requiring any physical assistance; and<br>f) Transfer: Getting in and out of a chair without requiring physical assistance. |
| <b>Age</b>                              | Age next birthday.  |
| <b>AmBank Group</b>                     | 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.  |
| <b>Authorised Office</b>                | AmMetLife Takaful Head Office or any of its registered branches.  |
| <b>Bank Negara Malaysia (BNM)</b>       | The government body in Malaysia responsible for primary regulation of Takaful Operators.  |
| <b>Certificate</b>                      | 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.   |
| <b>Certificate Anniversary</b>          | The anniversary of the Commencement Date as stated in the First Schedule.   |
| <b>Certificate Holder, you or your</b>  | The holder of this Certificate, as person named in the First Schedule, and includes where a Certificate has been assigned, the assignee.  |
| <b>Commencement Date</b>                | The Commencement Date stated in the First Schedule.   |
| <b>Consumption Tax</b>                  | 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.   |
| <b>Contribution</b>                     | 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.   |

|   |   |
|---|---|
| <b>Cover Date</b>   | 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.  |
| <b>Critical Illness</b>                                   | Any one (1) of the illnesses as defined separately under Definition of Critical Illness   |
| <b>Diagnosis</b>  | <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> |
| <b>Doctor, Physician, Surgeon or Medical Practitioner</b> | 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.   |
| <b>Endorsement</b>  | The Endorsement, if any, signed by us modifying or varying any terms or conditions contained in this Certificate.   |
| <b>Expiry/Maturity Date</b>                               | The Expiry/Maturity Date of this Certificate, as stated in the First Schedule.  |
| <b>Fee</b>  | The Wakalah Fee and Tabarru' deduction.   |
| <b>Financial Year</b>                                     | The period extending from 1 <sup>st</sup> April of any calendar year to 31 <sup>st</sup> March of the subsequent calendar year.   |
| <b>Injury</b>   | 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.   |
| <b>Misrepresentation</b>                                  | Any statements, documents, information in relation to this Certificate which is untrue, misleading or suppressed information from us.   |
| <b>MetLife</b>  | 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.   |
| <b>Participant</b>  | The person covered under this Certificate, as stated in First Schedule.   |
| <b>Participants' Risk Fund (PRF)</b>                      | 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.   |
| <b>Pre-Existing Condition</b>                             | <p>Disabilities that is known to the Participant prior to Commencement Date. A Participant may be considered to have reasonable knowledge of a Pre-Existing Condition where the condition is one for which:</p> <ul style="list-style-type: none"> <li>a) the Participant has received or is receiving treatment for; or</li> <li>b) medical advice, diagnosis, care or treatment has been recommended; or</li> <li>c) clear and distinct symptoms are or were evident; or</li> <li>d) its existence would have been apparent to a reasonable person.</li> </ul>  |
| <b>Qard</b>   | An interest-free loan provided by us in the event of deficit in the PRF.  |
| <b>Sickness, Disease or Illness</b>                       | A physical condition marked by a pathological deviation from the normal healthy state.  |

|                         |  |
|-------------------------|--|
| <b>Specialist</b>       | Means a registered medical or dental practitioner qualified and licensed in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine or dentistry, but excluding a Doctor, Physician, Dentist or Surgeon who is you or the Participant himself. |
| <b>Sum Covered</b>      | The Sum Covered for Critical Illness benefit which is applicable to this Certificate as stated in the First Schedule.  |
| <b>Surgery</b>          | Any of the following medical procedures:<br>a) to incise, excise or electro-cauterise any organ or body part, except for dental services;<br>b) to repair, revise, or reconstruct any organ or body part;<br>c) to reduce by manipulation a fracture or dislocation;<br>d) use of endoscopy procedure for the purpose of investigation, diagnosis and treatment.                                     |
| <b>Surplus</b>          | The Surplus arises from the PRF after deducting claims, reserves and retakaful cost. The Surplus, if any, is calculated annually.  |
| <b>Tabarru'</b>         | A donation, gift or Contribution. In this Certificate, Tabarru' means donation for the purpose of takaful.   |
| <b>Takaful Benefits</b> | The benefits listed under the section with the heading "Takaful Benefits".   |
| <b>Wakalah</b>          | 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.  |
| <b>we, us or our</b>    | 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 Free Look Period**

- 2.9.1 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.
- 2.9.2 If this Certificate is cancelled during Free Look Period, we shall refund you the full amount of Contribution paid.

## **2.10 Grace Period**

- 2.10.1 You must pay the Contribution within thirty (30) days Grace Period from each of the Contribution due dates. If the Contribution remains unpaid after the Grace Period, this Certificate will be terminated. If any claim arises during the Grace Period, any unpaid balance of the Contribution due for the full Certificate Year shall be deducted from the claim proceeds before claim payment is made under this Certificate.

## **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.

## **2.15 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 cancellation or surrender for any reason; or
  - d) when the Participant dies; or
  - e) when Critical Illness benefit payable under this Certificate has been fully paid; or
  - f) 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/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 [ammetylifetakaful.com](http://ammetylifetakaful.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 or biometric data 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 for the purpose of managing the Takaful plan with us, you:
- a) 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;
  - b) Agree to ensure that the personal data of the said third parties is accurate and updated; and
  - c) 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.
- 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. FUNDS

#### 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 as stated in the First Schedule.

#### 3.2 Surrender

3.2.1 You are advised not to surrender this Certificate.

3.2.2 However, you may surrender this Certificate at any time after the Free Look Period by giving notice in writing to us. We will refund a proportion of Your Contribution provided that you did not make any claim during the current Certificate Year as follows:

| Period Not Exceeding | Refund of Annual Contribution |
|----------------------|-------------------------------|
| 1 month*             | 85%                           |
| 2 months             | 70%                           |
| 3 months             | 55%                           |
| 4 months             | 45%                           |
| 5 months             | 35%                           |
| 6 months             | 30%                           |
| 7 months             | 25%                           |
| 8 months             | 20%                           |
| 9 months             | 15%                           |
| 10 months            | 10%                           |
| 11 months            | 5%                            |
| 12 months            | 0%                            |

\*For termination within Free Look Period, shall refer to Free Look Period clause.

#### 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.

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.

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 Critical Illness Benefit

6.1.1 While this Certificate is in force and provided that appropriate claim notification and satisfactory supporting document has been furnished to us, we will pay the Sum Covered of Critical Illness Benefit in a lump sum if:

- the covered Critical Illness occurs thirty (30) days after the Cover Date; and
- Diagnosis or event of the covered Critical Illness meets the **Definition of Critical Illness**.

6.1.2 Notwithstanding clause 6.1.1 above, the following Critical Illnesses are only covered sixty (60) days after the Cover Date:

- Cancer
- Coronary Heart Disease Requiring Surgery
- Heart Attack
- Other Serious Coronary Artery Disease

6.1.3 This Certificate will be terminated upon successful payment of Critical Illness Benefit.

##### 6.2 Definition of Critical Illness

###### 6.2.1 **Alzheimer's Disease/Irreversible Organic Degenerative Brain Disorders**

Deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative brain disorders resulting in significant reduction in mental and social functioning (such that continuous supervision is required). The diagnosis must be clinically confirmed by a neurologist.

We will not cover the following:

- Non organic brain disorders such as neurosis and psychiatric illnesses;
- Drug or alcohol related brain damage.

###### 6.2.2 **Bacterial Meningitis**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit lasting for a minimum period of thirty (30) days and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living.

The diagnosis is to be confirmed by:

- an appropriate specialist; and
- the presence of bacterial infection in the cerebrospinal fluid by lumbar puncture.

### 6.2.3 **Benign Brain Tumour**

A life-threatening, non-cancerous tumor in the brain or meninges within the cranium, giving rise to characteristic signs of increased intra-cranial pressure such as papilledema (swelling of the head of the optic nerve, a sign of increased intracranial pressure), mental symptoms, seizures and sensory impairment. The presence of the underlying tumor must be confirmed by imaging studies such as CT Scan or MRI.

We will not cover the following:

- a) Cysts;
- b) Granulomas (lumps of a specific form of inflammation);
- c) Malformations in or of the arteries or veins of the brain;
- d) Hematomas (a collection of blood that is outside a blood vessel);
- e) Tumors in the pituitary gland, or spine;
- f) Tumors of the acoustic nerve.

### 6.2.4 **Blindness/Total Loss of Sight**

The total and irreversible loss of sight in both eyes due to illness or Accident. The blindness must be confirmed by an ophthalmologist.

### 6.2.5 **Brain Surgery**

The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

We will not cover the following:

- a) Burr hole procedures, transphenoidal procedures and other minimally invasive procedures; and
- b) Brain surgery as a result of an Accident.

### 6.2.6 **Cancer**

Any malignant tumour positively diagnosed with histological confirmation and characterized by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- a) All cancers which are histologically classified as pre-malignant, non-invasive; carcinoma in situ; having either borderline malignancy or having low malignant potential;
- b) All tumours of the prostate, thyroid and urinary bladder histologically classified as T1N0M0 (TNM classification);
- c) Chronic Lymphocytic Leukemia less than RAI Stage 3;
- d) All cancers in the presence of HIV;
- e) Any skin cancer other than malignant melanoma.

### 6.2.7 **Chronic Aplastic Anemia**

Irreversible persistent bone marrow failure which results in anemia, neutropenia and thrombocytopenia requiring treatment with at least two (2) of the following:

- a) Regular blood product transfusion;
- b) Marrow stimulating agents;
- c) Immunosuppressive agents;
- d) Bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

### 6.2.8 **Coma**

A state of unconsciousness with no reaction or response to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, requiring the use of life support systems and resulting in a permanent neurological deficit, lasting more than thirty (30) days. Confirmation by a neurologist must be present.

We do not cover coma resulting directly from self-inflicted injury, alcohol or drug abuse.

**6.2.9 Coronary Artery By-Pass Surgery**

Refers to the actual undergoing of open-chest surgery to correct or treat Coronary Artery Disease (CAD) by way of Coronary Artery By-Pass Grafting.

We do not cover angioplasty and all other intra-arterial, catheter based techniques, keyhole or laser procedures.

**6.2.10 Deafness / Total Loss of Hearing**

Refers to the total and irreversible loss of hearing in both ears as a result of illness or Accident. Total means “the loss of at least eighty (80) decibels in all frequencies of hearing”.

Medical evidence in the form of an audiometry and sound-threshold tests must be provided and certified by an Ear, Nose, and Throat (ENT) Specialist.

**6.2.11 Encephalitis**

Refers to a severe inflammation of brain substance, resulting in permanent neurological deficit lasting for a minimum period of thirty (30) days and certified by a neurologist. The permanent neurological deficit must result in an inability to perform at least three (3) of the Activities of Daily Living.

We do not cover encephalitis in the presence of HIV infection.

**6.2.12 End Stage Kidney Failure**

End stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis initiated or renal transplantation is carried out.

**6.2.13 End Stage Liver Disease**

End stage liver failure as evidenced by all of the following:

- a) Permanent jaundice;
- b) Ascites; and
- c) Hepatic encephalopathy.

We do not cover liver failure due to alcohol or drug abuse.

**6.2.14 End Stage Lung Disease**

End stage lung disease causing chronic respiratory failure. The Participant condition must meet all of the following criteria:

- a) Requiring permanent oxygen therapy as a result of a consistent FEV1 test value of less than one litre (Forced Expiratory Volume during the first second of a forced exhalation);
- b) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less;
- c) Dyspnea (Difficult or labored breathing; shortness of breath) at rest.

**6.2.15 Full Blown AIDS**

The clinical manifestation of AIDS (Acquired Immuno-deficiency Syndrome) must be supported by the results of a positive HIV (Human Immuno-deficiency Virus) antibody test and a confirmatory Western Blot test. In addition, the Participant must have a CD4 cell count of less than two hundred (200) and one (1) or more of the following criteria are met:

- a) Weight loss of more than ten per cent (10%) of body weight over a period of six (6) months or less (wasting syndrome).
- b) Having Kaposi sarcoma.
- c) Having pneumocystis carinii pneumonia.
- d) Having progressive multifocal leukoencephalopathy.
- e) Having active tuberculosis.
- f) Having less than one-thousand (1,000) lymphocytes.
- g) Having malignant lymphoma.

**6.2.16 Fulminant Viral Hepatitis**

A sub massive to massive necrosis of the liver caused by any virus leading precipitously to liver failure. The diagnostic criteria to be met are:

- a) A rapidly decreasing liver size as confirmed by abdominal ultrasound;
- b) Necrosis involving entire lobes, leaving only a collapsed reticular framework;
- c) Rapidly deteriorating liver functions tests; and
- d) Deepening jaundice.

Hepatitis B infection or carrier status alone does not meet the diagnostic criteria.

**6.2.17 Heart Attack**

The death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply and being evidenced by all of the following criteria:

- a) A history of typical prolonged chest pain;
- b) New electrocardiographic changes resulting from this occurrence, and
- c) Elevation of the cardiac enzyme (CPK-MB) above the generally accepted laboratory levels of normal or troponins recorded at the following levels or higher:

-Troponin T > 1.0 ng/ml or equivalent threshold with other Troponin I methods

We do not cover specifically angina (a disease marked by spasmodic attacks of intense suffocative pain).

**6.2.18 Heart Valve Surgery**

Having an open-heart surgery to replace or repair cardiac valves as a result of heart-valve defects or abnormalities that have happened after the date of issue or revival of the related Certificate.

We do not cover repairs by intra-arterial procedure, key-hole surgery or similar techniques.

**6.2.19 HIV Due to blood transfusion**

Participant is infected with the Human Immunodeficiency Virus (HIV) through a blood transfusion provided that all of the following conditions are met:

- a) the blood transfusion was medically necessary or given as part of a medical treatment;
- b) the blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate;
- c) the source of the infection is established to be from the Institution that provided the blood transfusion and the Institution is able to trace the origin of the HIV tainted blood;
- d) the Participant does not suffer from haemophilia (a group of inherited bleeding disorders); and
- e) the Participant is not a member of any high risk groups such as but not limited to intravenous drug users.

**6.2.20 Loss of Independent Existence**

The Participant is confirmed by an appropriate Specialist of the loss of independent existence lasting for a minimum consecutive period of six (6) months and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living.

**6.2.21 Loss of Speech**

The Participant is confirmed by medical evidence to have a total and irrecoverable loss of the ability to speak for a continuous period of twelve (12) months. The medical evidence to confirm injury or illness to the vocal cords to support this disability must be supplied by an Ear, Nose, and Throat Specialist.

We do not cover all psychiatric related causes.

**6.2.22 Major Burns**

The Participant suffers a third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.

**6.2.23 Major Head Trauma**

The Participant suffers physical head injury which caused permanent functional impairment, lasting for a minimum period of three (3) months from the date of the trauma or injury. The resultant permanent functional impairment is to be verified by a neurologist and must result in an inability to perform at least three (3) of the Activities of Daily Living.

**6.2.24 Major Organ/ Bone Marrow Transplant**

The Participant receives a transplant of:

- a) human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or
- b) one of the following human organs: heart, lung, liver, kidney or pancreas that resulted from irreversible end stage failure of the relevant organ.

We do not cover other stem cell transplants.

6.2.25 **Medullary Cystic Disease**

A progressive hereditary disease of the kidneys, which is characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anemia, polyuria and renal loss of sodium, progressing to chronic renal failure. Diagnosis should be supported by a renal biopsy.

6.2.26 **Motor Neurone Disease**

A progressive degeneration of the corticospinal tracts and anterior horn cells or bulbar efferent neurons. These include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis.

The Diagnosis must be confirmed by a neurologist as progressive and resulting in permanent neurological deficit.

6.2.27 **Multiple Sclerosis**

A final Diagnosis by a consulting neurologist confirming the following combination, which has continued for at least one hundred and eighty (180) days:

- a) Symptoms referable to tracts (white matter) involving the optic nerves, brain stem and spinal cord, producing well-defined neurological deficits;
- b) A multiplicity of discrete lesions; and
- c) A well-documented history of exacerbation and remissions of said symptoms/neurological deficits.

6.2.28 **Muscular Dystrophy**

The Diagnosis of muscular dystrophy (one of a group of genetic diseases characterized by progressive weakness and degeneration of the skeletal or voluntary muscles which control movement) shall require a confirmation by a neurologist. The Participant must have a combination of three (3) out of four (4) of the following conditions:

- a) Family history of other affected individuals;
- b) Clinical presentation including absence of sensory disturbance, normal cerebro-spinal fluid and mild tendon reflex reduction;
- c) Characteristic electromyogram;
- d) Clinical suspicion confirmed by muscle biopsy.

We will not pay any benefit under this CI if the Participant is twelve (12) years and below on next birthday.

6.2.29 **Other Serious Coronary Artery Disease**

The narrowing of the lumen (referring to the channel within a tube such as a blood vessel or to the cavity within a hollow organ) of at least three (3) major coronary arteries (not inclusive of their branches) by a minimum of sixty per cent (60%) or more as proven by coronary arteriography (non-invasive diagnostic procedures are excluded).

Coronary Arteries herein refer to the Circumflex Artery, Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Left Main Stem (a narrowing of sixty per cent (60%) or more of the Left Main Stem will be considered as a narrowing of two (2) major arteries).

We will pay this benefit whether or not any form of coronary artery surgery has been performed.

6.2.30 **Paralysis/Paraplegia**

The complete and permanent loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury persisting for at least six (6) months from the date of trauma or illness.

6.2.31 **Parkinson's Disease**

Unequivocal diagnosis of Parkinson's disease by a neurologist where the condition:

- a) cannot be controlled with medication; and
- b) shows signs of progressive impairment.

An assessment of Activities of Daily Living must confirm the Participant's inability to perform without assistance three (3) or more of the Activities of Daily Living.

We will only cover idiopathic Parkinson's disease. We do not cover drug-induced or toxic causes of Parkinsonism.

#### 6.2.32 **Primary Pulmonary Arterial Hypertension**

Means Primary Pulmonary Arterial Hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent physical impairment to the degree of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment.

We will not cover pulmonary arterial hypertension resulting from other causes.

The NYHA Classification of Cardiac Impairment for Class III and Class IV means the following:

**Class III** : Marked limitation of physical activity. Comfortable at rest but less than ordinary activity causes symptoms.

**Class IV** : Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

#### 6.2.33 **Stroke**

A cerebrovascular Accident or incident producing neurological sequelae (following/resulting from) of a permanent nature, having lasted not less than three (3) months. Infarction (tissue death) of brain tissue, hemorrhage and embolisation (non-surgical, minimally-invasive procedure performed by an interventional radiologist and interventional neuroradiologists) from an extra-cranial source are included.

The Diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist.

We do not cover the following:

- a) cerebral symptoms due to transient ischemic attacks (temporary strokes);
- b) any reversible ischemic neurological deficit;
- c) vertebrobasilar ischemia (poor blood flow to the posterior (back) portion of the brain);
- d) cerebral symptoms due to migraine;
- e) cerebral injury resulting from trauma or hypoxia (oxygen concentrations fall below the level necessary to sustain life); and
- f) vascular disease affecting the eye or optic nerve or vestibular functions.

#### 6.2.34 **Surgery To Aorta**

Having an actual surgery of a thoracotomy or laparotomy to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

We do not cover angioplasty and all other intra-arterial, catheter based techniques, keyhole or laser procedures.

#### 6.2.35 **Systemic Lupus Erythematosus (SLE) with Lupus Nephritis**

Refers to a *multi-system*, autoimmune disorder characterized by the development of auto-antibodies, directed against various self-antigens.

Within the context of this Certificate, SLE is restricted to only those forms of SLE which involve the kidneys (Type III to Type V Lupus Nephritis, established by renal biopsy).

We do not cover other forms such as *discoid lupus* and those forms with only hematological and joint involvement.

World Health Organisation (WHO) Lupus Classification:

- |           |                                      |
|-----------|--------------------------------------|
| Class I   | - Minimal change glomerulonephritis  |
| Class II  | - Mesangial glomerulonephritis       |
| Class III | - Focal Segmental glomerulonephritis |
| Class IV  | - Diffuse glomerulonephritis         |
| Class V   | - Membranous glomerulonephritis      |

#### 6.2.36 **Terminal Illness**

The Participant must be suffering from a condition, which, in the opinion of an appropriate Specialist and confirmed by the doctor appointed by us, is high likely leads to death within twelve (12) months. The Participant must no longer be receiving active treatment other than that for pain relief.

### 6.3 **Maturity Benefit**

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

## 7. EXCLUSIONS

### 7.1 Critical Illness Benefit

- 7.1.1 We will not pay the Critical Illness Benefit if the Participant has symptoms of the following Critical Illness which exist prior to or within sixty (60) days from the Cover Date, for:
- a) Cancer
  - b) Coronary Heart Disease Requiring Surgery
  - c) Heart Attack
  - d) Other Serious Coronary Artery Disease
- 7.1.2 For all other critical illnesses listed in Definition of Critical Illness, no benefits will be payable if you or the Participant has symptoms of the Critical Illness which exist prior to or within thirty (30) days from the Cover Date of this Certificate.
- 7.1.3 The waiting period above does not apply to any Critical Illness caused directly and solely by an Accident.
- 7.1.4 We will not pay the Critical Illness Benefit for any Critical Illness caused directly or indirectly, wholly or partly by any of the following event:
- a) attempting suicide or self-inflicted bodily injuries while sane or insane; or
  - b) while under the influence of alcohol, narcotics or misuse of drugs other than those validly prescribed by a legally qualified medical practitioner; or
  - c) Critical Illness was commenced or existed prior to the Certificate Cover Date; or
  - d) Pre-Existing Condition.

## 8. CLAIM NOTIFICATION & RESTRICTION

### 8.1 Critical Illness

- 7.1.1 You must send notification of any Critical Illness claim under this Certificate to our head office in Kuala Lumpur within sixty (60) days from the date of Diagnosis. 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.
- 7.1.2 The admission of any claim under this Certificate shall be subject to proof of Diagnoses of a Critical Illness that is satisfactory to us and such proof must be furnished to us:
- a) during the lifetime of you or the Participant.
  - b) not exceeding one hundred eighty (180) days from the date of Diagnosis; and
  - c) at your own expense.
- 7.1.3 We reserve the right to reject any claim if you do not meet the above conditions.
- 7.1.4 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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