



**SUN LIFE MALAYSIA TAKAFUL BERHAD**

**CONTRACT DOCUMENT**

**Sun eSsential-i**

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## **ANNEXURE TTM001**

### **Introduction**

#### **The aims**

This takaful plan aims to provide takaful coverage to you or the person covered in line with the principles below and is dealt in line with the conditions shown in this plan.

#### **The basic principles**

- First** We will manage this takaful plan in line with Wakalah contract and other applicable Shariah principles.
- Second** You and person covered must agree to us collecting contributions. You and person covered agree to appoint Sun Life Malaysia Takaful Berhad to manage this takaful plan on your behalf. In return, You and person covered allow us to deduct certain amount as Wakalah fee.
- Third** Our Shariah committee will ensure that our operations comply with Shariah at all times. You agree that a portion of the contribution shall be allocated as tabarru' (voluntary contribution) into the participants' tabarru' fund for takaful coverage and for mutual assistance to other participants in times of misfortune.

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## ANNEXURE TTM002

### General conditions

#### 1. Definition

1.1 In this contract, the following words and phrases have meanings given next to them:

- (a) **Benefit end date** means the date the takaful coverage for the benefit under this contract ends as stated in the contract schedule.
- (b) **Benefit start date** means the date the takaful coverage for the benefit under this contract start as stated in the contract schedule.
- (c) **Commencement date** means the commencement date as stated in the contract schedule.
- (d) **Contract anniversary** means the first and each subsequent anniversary of the contract beginning from the contract commencement date.
- (e) **Contract monthly anniversary** means the monthly date that corresponds numerically to the day of the commencement date; in the event there is no date in a subsequent month that corresponds numerically to the day in the commencement date, the monthly anniversary will be the last day of the month.
- (f) **Contract holder** means the person who owns this contract and therefore can exercise all rights, privileges and options available under this contract as named in the contract schedule.
- (g) **Contract schedule** means the schedule that contains the details of the contract holder, person covered, benefits, contribution and contract term attached to this contract document.
- (h) **Contribution** means the contribution amount as shown in the contract schedule. The contribution is due on the date shown in the contract schedule or in any future endorsement.
- (i) **End date** means the date this contract ends as shown in the contract schedule or in any future endorsement which changes the end date.
- (j) **Endorsement** means written evidence of any amendment, variation or change made to this contract and contract schedule.
- (k) **Issue date** means the issue date stated in the contract schedule and is the date on which takaful coverage pursuant to this contract begins.
- (l) **Nominee** means one or more person(s) you have chosen under clause 23 and named in the nomination form or in any future endorsement as nominee.
- (m) **Participants' tabarru' fund** means the holding fund into which tabarru' deduction will be credited into, in line with the terms and conditions shown here.
- (n) **Person covered** means the person whose life is being covered under this contract as named in the contract schedule.

- (o) **Pre-existing conditions** means any injury, illness, condition or symptom that existed during the 12 months prior to the contract issue date or last reinstatement date, whichever is later, for which:
- (i) treatment, medication, advice or diagnosis has been sought or received;
  - (ii) an ordinary and prudent person with such injury, illness, condition or symptom would have sought advice or treatment in connection with his/her health; or
  - (iii) you and/or the person covered knew existed, whether or not treatment, medication, advice or diagnosis was sought or received.
- (p) **Qard** means an interest-free loan we provide in the event of a deficit in the participants' tabarru' fund.
- (q) **Shariah** means Islamic laws. In the context of this contract, Shariah will refer to the Islamic laws as interpreted by the Shariah committee.
- (r) **Shariah committee** means the committee constituted by us to advice on the operation of our takaful business in order to ensure compliance with the Shariah.
- (s) **Specified infectious diseases** means:
- (i) **Avian Influenza** means an acute infectious disease caused by the Avian Influenza A virus (H5N1 or H7N9 strains) and transmitted to humans by direct or close contact with infected poultry;
  - (ii) **Chikungunya Fever** means an acute infectious disease caused by the Chikungunya virus and transmitted to humans by the Aedes mosquito;
  - (iii) **Dengue Fever** means an acute infectious disease caused by the Dengue virus and transmitted to humans by the Aedes mosquito;
  - (iv) **Japanese Encephalitis** means an acute infectious disease caused by the Japanese encephalitis virus and transmitted to humans by the Culex mosquito;
  - (v) **Malaria** means an acute infectious disease caused by the Plasmodium parasitic protozoan and transmitted to humans by the Anopheles mosquito; and
  - (vi) **Zika or Zika Virus Infection** means an acute infectious disease caused by the Zika virus and transmitted to humans by the Aedes mosquito.
  - (vii) Any claims due to infectious disease must be confirmed by a registered medical doctor and supported by the following diagnostic tests (or equivalent tests) as conclusive proof of infection:
    - **Avian Influenza** - Avian Influenza PCR specific to H5N1 or H7N9 Avian Influenza strains
    - **Chikungunya Fever** - Chikungunya IgM Antibody / Chikungunya PCR test
    - **Dengue Fever** - Dengue IgM Antibody / Dengue PCR test
    - **Japanese Encephalitis** - Japanese encephalitis IgM Antibody test
    - **Malaria** - Malaria parasite test
    - **Zika Virus Infection** - Zika virus PCR test

- (t) **Sum covered** means the amount of coverage for benefit under this contract as shown in the contract schedule or in any future endorsement which changes the sum covered.
- (u) **Tabarru'** means voluntary contribution amount to be deducted for the takaful coverage.
- (v) **Total and permanent disability (TPD)** means the following:

If the person covered is working or operating their own business

If the person covered is between the age of 18 and 65, and working for money or operating their own business, they will be considered totally and permanently disabled if they were totally and permanently unable to do any work, occupation or profession to earn any wages, compensation or profit. The disability must last for at least 6 consecutive months.

If the person covered is unemployed or not operating their own business

If the person covered is between the age of 18 and 65, and at the time of suffering the disability is not in paid work or operating their own business or is a housewife, we will consider TPD to be the inability to carry out at least 3 of the 6 activities of daily living (as stated below) without the help of another person. The disability must last for at least 6 consecutive months.

- (i) Transfer - Getting in and out of a chair without requiring physical assistance;
- (ii) Mobility - The ability to move from room to room without requiring any physical assistance;
- (iii) Continence - The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene;
- (iv) Dressing - Putting on and taking off all necessary items of clothing without requiring assistance of another person;
- (v) Bathing/Washing - The ability to wash in the bath or shower (including getting in or out of the bath or shower) or wash by any other means; or
- (vi) Eating - All tasks of getting food into the body once it has been prepared.

The TPD covers the situations where any of the following occurs:

- (i) Total and permanent loss of sight of both eyes;
- (ii) Loss by severance of 2 limbs at or above the wrist or ankle;
- (iii) Total and permanent loss of sight of 1 eye and loss by severance of 1 limb at or above the wrist or ankle; or
- (iv) Permanent total paralysis.

2 of our appointed medical examiners must be satisfied that the person covered's disability meets the definition of TPD.

- (w) **Wakalah** means agency contract where the party, as principal (Muwakkil) authorizes another party as his agent (Wakil) to perform a particular task on matters that may be delegated. Under this takaful plan, You appoint Sun Life Malaysia Takaful Berhad to manage takaful fund based on Wakalah contract.
- (x) **Wakalah fees** mean the amount to be charged from your contribution in return of Wakalah contract for us to cover the expenses of administration and commission (where applicable).
- (y) **We, us or our** means Sun Life Malaysia Takaful Berhad.
- (z) **You or your** means the contract holder as shown in the contract schedule.

## 2. Interpretation

- 2.1 In this contract, unless the context requires:
  - (a) the headings in this contract are inserted for convenience only and will not affect its construction.
  - (b) the singular words will include the plural and vice-versa.
  - (c) the words that refer to a gender will include every gender.
- 2.2 If any provisions in this contract are not valid or cannot be enforced under Malaysian Law, it will not affect the legality, validity and enforceability of the remainder of these provisions.

## 3. The contract

- 3.1 This contract is issued in consideration of the payment of contribution as shown in the contract schedule and pursuant to:
  - (a) the answers given by you and/or the person covered in your application or any subsequent questionnaires given by us on any matters relating to your application and any disclosures made by you and/or the person covered between the time of your application and the time this contract is entered into; and
  - (b) medical reports and any other reports and questionnaires;  
  
(collectively referred to as 'the material information')

and such material information will form part of this contract between us and you. However, in the event of any pre-contractual misrepresentation made in relation to such material information, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

- 3.2 If you and/or the person covered are required by us, before the contract is varied, to answer any questions or if you and/or the person covered are required to confirm or amend any matter previously disclosed by you and/or the person covered to us in relation to this contract, it is you and/or the person covered duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.
- 3.3 You and/or the person covered must inform us of any change to the information given to us by you and/or the person covered's answers or in respect of any matter previously disclosed to us in relation to the contract if such changes had taken place after you and/or the person covered have submitted the application for variation but before the contract is varied.

#### **4. Free look period**

- 4.1 If you decide not to take up this contract for whatever reason after it has been issued, you may return it to us for cancellation by giving us written notice within 15 days from the delivery date of this contract.
- 4.2 We will refund any contribution paid.

#### **5. Misstatement of age and/or gender**

- 5.1 This contract is issued for the age and/or gender of the person covered as shown in the contract schedule, based on the date of birth and/or gender declared in the application. We will need proof of the person covered's age and/or gender before we pay any benefits.
- 5.2 If the age and/or gender of the person covered has been misstated, we will make one of the following adjustment:
- (a) If the contribution based on the correct age and/or gender of the person covered is higher than the contribution paid, then we shall prorate the benefits payable based on the ratio of the actual contribution paid to the correct contribution which should have been paid for the person covered's correct date of birth and/or gender. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable); or
  - (b) If the contribution based on the correct age and/or gender of the person covered is lower than the contribution paid, then we will refund the difference in wakalah fee and tabarru' from the operator fund and participants' tabarru' fund. The end date stated in the contract schedule shall be adjusted based on the correct age (if applicable).

#### **6. Incontestability clause**

- 6.1 If the contract is no longer valid, for reasons other than fraud, we will refund the contributions paid from the commencement date.
- 6.2 We will not be able to challenge this contract after it has been in force for 2 years from the issue date, unless there is evidence of fraud or you have not paid the contributions. If this contract had come to an end as a result of you not paying the contributions and we had reinstated it under clause 19, clause 19 would then apply.

#### **7. Ability to travel and any restrictions on where you and/or the person covered lives**

- 7.1 This contract does not restrict you and/or the person covered from travelling and is not affected by where you and/or the person covered lives.

#### **8. Change of contract**

- 8.1 We reserve the right to amend the terms and provisions of this contract in order to comply with Malaysian Law and regulations. We will provide at least 90 days prior written notice by ordinary post to your last known address in our records or other alternative modes of communication.
- 8.2 Your request for any alteration or endorsement to this contract will not be valid unless authorised by us and such approval is endorsed on this contract.



## **9. Rights and using amounts owed**

- 9.1 We have the first right to any amount due under this contract.
- 9.2 We can offset any amount we owe you (for example: benefits) under the contract with any amount you owe us (for example: contribution) under this contract.
- 9.3 Upon the distribution of surplus (if any), investment profit (if any) and/or the maturity of contract (if any), any amount payable which is equal to or less than RM10 per contract holder on each financial year will be credited to your latest bank account in our records. If you do not provide us with your bank account information, the amount will be donated to charitable organisations as approved by our Shariah committee.

## **10. Contract surrender**

- 10.1 You may, at any time during lifetime of the person covered and while this contract is in force, surrender this contract by giving us written notice and returning this contract to us. All benefits and rights under this contract will end upon the next contribution due date after receiving the notice.
- 10.2 As this contract does not have any cash value, we will not pay any cash value or pro-rated contribution upon surrender of this contract.
- 10.3 Clause 4 would apply if you surrender the contract within the free look period.

## **11. Contract termination**

- 11.1 This contract will be terminated at the earliest of any of the following circumstances:
- (a) As stipulated under the benefit conditions;
  - (b) On the end date stipulated in the contract schedule;
  - (c) Upon lapsation of this contract;
  - (d) Upon surrender of this contract;
  - (e) Upon cancellation of this contract; or
  - (f) On the contract monthly anniversary immediately after person covered's 80th birthday.

## **12. Renewability**

- 12.1 The contract will be renewable yearly subject to the contribution payment within the grace period and the terms and conditions in this contract.
- 12.2 No renewal documents will be issued upon renewal. This contract and the contract schedule shall continue to be applicable.

## **13. Laws**

- 13.1 This contract and our responsibilities under this contract are governed by the laws, rules, regulations and principles of Shariah currently in force in Malaysia. The laws, rules and regulations will include but are not limited to any circulars, directives or guidelines.

13.2 If there is a difference between the conditions of this contract and any law, rule or regulation, the law, rule or regulation will apply.

13.3 This contract will be governed by the laws of Malaysia. Any dispute will be dealt with by the courts of Malaysia.

#### **14. Tax**

14.1 All taxes, including without limitation any goods and services tax, and/or other forms of sales or consumption tax, whether currently in force or implemented after the date of this contract will be charged in accordance with the applicable legislation at the prevailing rate. Where necessary, we will amend the terms of this contract to take into account any such tax.

#### **15. Contribution payment and grace period**

##### **15.1 Payment of contributions**

All contributions are payable on or before the due date (as shown in the contract schedule or in any future endorsement changing the due date) directly to us.

##### **15.2 Contribution rate**

The contribution rate is not guaranteed and may be revised from time to time by giving you at least 90 days' written notice prior to the contract anniversary. The revision shall take effect on the next contract anniversary after the notice period.

##### **15.3 Change of contribution payment frequency**

Subject to our approval, you may change the frequency of contribution payments by giving us written notice before the expiry of the grace period.

##### **15.4 Grace period**

If you do not pay the contribution on or before its' due date, we will allow a grace period of 30 days from the contribution due date for the payment of any contributions. This contract will remain in force during such period. This contract will lapse or cease to be in force after the grace period.

##### **15.5 Death or total and permanent disability (TPD) claim**

If we have approved a death claim or TPD claim under this contract, and the death or TPD claim of the person covered happens during the grace period, we will deduct any amount you owe us and contributions payable up to the date of the event from the benefit payable.

#### **16. Wakalah**

16.1 We will deduct the wakalah fee from the contributions payable for this contract. This will be a percentage (%) of contributions as prescribed in the schedule of wakalah fees.

16.2 We reserve the right to revise this percentage from time to time by notifying in writing to you at least 90 days' in advance. The revision shall take effect on the next contract anniversary after the notice period.

16.3 If there are any circumstances that would be deemed as mismanagement and negligence by us, we will take all actions necessary to correct and rectify such circumstances including revising the relevant procedures and if required, to refund any amount due to participants.

16.4 In the event of dissolution of the contract due to cancellation within the free look period, surrender of contract or termination of contract, a refund of the whole or a part of the wakalah fee, if any, would form part of the amount payable.

## **17. Participants' tabarru' fund**

17.1 The tabarru', which is the contribution payable less the wakalah fee, will be allocated into participants' tabarru' fund, which is the holding fund from which we pay all takaful benefits prescribed under this contract. The participants' tabarru' fund is collectively owned by the pool of takaful participants.

17.2 The takaful coverage will take into effect when there is contribution into the participants' tabarru' fund.

17.3 The tabarru' amount is not guaranteed and may be revised from time to time by notifying in writing to you at least 90 days in advance. The revision shall take effect on the next contract anniversary after the notice period.

17.4 We will manage the assets of the participants' tabarru' fund and decide how to invest and manage the assets in line with Shariah. The investment profit (if any) shall be part of surplus sharing calculation and distribution (if any).

17.5 We will pay all costs, expenses and charges for maintaining and investing the assets of the participants' tabarru' fund and any other direct claims related expenses from the participants' tabarru' fund.

17.6 Any distributable surplus arising from participants' tabarru' fund after Qard repayment (if any), at the end of financial year end, will be distributed annually and shared out as follow:

(a) 50% to us; and

(b) 50% to you.

17.7 You are entitled to the distributable surplus, if any, provided that the contract does not lapse and is not surrendered prior to the financial year end. If you are entitled to the distributable surplus but this contract is terminated under clause 11 of this annexure as at the surplus distribution date, clause 9 of this annexure would then apply.

17.8 If there is insufficient fund in the participants' tabarru' fund to pay the takaful benefits, we will arrange for a Qard (interest-free loan) from our fund to cover the shortfall. The Qard will have to be repaid when participants' tabarru' fund returns to surplus position.

## **18. Cash value**

18.1 This contract does not have any cash value.

## **19. Reinstatement of contract**

19.1 If this contract lapses, you may apply to reinstate it within 1 year from the due date of the contribution which was not paid, subject to the following requirements:

(a) complete and sign a reinstatement form;

(b) truthfully declare all facts in the reinstatement form;

- (c) provide all the information (if any) we have asked for;
- (d) pay all overdue contributions as determined by us; and
- (e) any other terms and conditions which we may apply after our underwriting assessment and the said terms and conditions are agreed by you at the time of the application.

19.2 If we discover that any information is incorrect or withheld, we will set aside (effectively end) this reinstated contract. We can only do this in the first 2 years of reinstating this contract, unless we are able to prove fraud or, if you fail to pay the contributions.

19.3 If we do set aside this reinstated contract (for reasons other than fraud), we will refund the contribution paid from last reinstatement date. We will not refund the contributions paid before the reinstatement date.

19.4 We will not provide takaful coverage under this contract for the period between the date this contract has lapsed and the date we approve the reinstatement.

## **20. Ownership**

20.1 You are the legal owner of this contract.

20.2 You may use all the rights and options that this contract provides (depending on the rights of any nominee or person this contract is legally transferred to).

## **21. Assignment (transferring legal rights)**

21.1 Legally we will not accept the transfer of this contract unless the transfer is registered with us.

21.2 We do not have any responsibility on the validity of the transfer if you decide to transfer this contract.

## **22. Nominee**

22.1 The contract holder, who has attained the age of 16 years, may nominate a person to receive the benefits payable upon his death under the takaful contract either as an executor, or as a beneficiary under a conditional hibah. Nomination may be made at the time of application of the contract or at any time after the contract has been issued.

22.2 The nominee named in the nomination form or any future amendments you make, will receive the death benefits in accordance with the Islamic Financial Services Act 2013. You may revoke or change the nominee at any time by giving us written notice. The written notice must be received and registered by us during the person covered's lifetime. The revocation and change of nominee will take effect from the date we receive the written notice.

## **23. Notice of claim**

23.1 You or your legal representative must give written notice of claim to our head office within 30 days from the date the covered event happens.

**24. Proof of claim**

- 24.1 Satisfactory proof of claim must be given to us within 30 days from the date of giving us notice of claim, at the expense of you or your legal representative.
- 24.2 We have the right to ask for any other additional document(s) that may be considered necessary to support the claim.
- 24.3 We have the right to request that the person covered undergoes medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the claim.

**25. United States Foreign Account Tax Compliance Act (FATCA)**

- 25.1 Not applicable

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## **ANNEXURE TTM003**

### **Benefit conditions - Death benefit**

#### **1. Death benefit**

- 1.1 Subject to the general conditions, while this contract is in force, should we receive satisfactory proof of death of the person covered and upon the approval of the claim, we will pay a lump sum benefit according to the sum covered as per the contract schedule, which is payable from the participants' tabarru' fund.
- 1.2 We will deduct any amount you owe us from this benefit.
- 1.3 The contract will be terminated upon death of the person covered or payment of claims under this benefit.

#### **2. Death due to specified infectious diseases benefit**

- 2.1 Subject to the general conditions, while this contract is in force, should we receive satisfactory proof of death of the person covered directly as a result of specified infectious diseases and upon the approval of the claim, we will pay a lump sum benefit according to the sum covered as per the contract schedule, which is payable from the participants' tabarru' fund.
- 2.2 We will deduct any amount you owe us from this benefit.
- 2.3 The contract will be terminated upon death of the person covered or payment of claims under this benefit.

#### **3. Exclusions**

- 3.1 No benefit shall be payable if death is due to:
  - (a) suicide (while sane or insane) within the first 12 months from the contract issue date or last reinstatement date, whichever is later; or
  - (b) pre-existing condition within the first 12-months from the contract issue date or last reinstatement date, whichever is later.

In this case, the contract will be terminated and the total contribution paid will be refunded without interest.

- 3.2 For death due to specified infectious diseases, no benefit shall be applicable or payable if the death incurred directly or indirectly, wholly or partly, by any of the following occurrence:
  - (a) The covered event of Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection occurring within 30 days from the contract issue date or last reinstatement date, whichever is later; or
  - (b) Any other causes other than Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection; or
  - (c) Any pre-existing condition.  
In this case, the contract will be terminated and the total contribution paid will be refunded without interest.

#### **4. Claim procedure**

- 4.1 Satisfactory proof of death must be given to us within 30 days after the date of death. Failure to provide notice within the specified period will not invalidate the claims if it can be shown that it was not reasonably possible to provide such notice and that notice is being provided as soon as is reasonably possible.
- 4.2 We will provide the appropriate claim forms to the claimant upon claim notification. We will also need all the relevant documents and information to assess the claims as soon as possible.
- 4.3 We will only be able to assess the claim upon receipt of all the required documents, information and evidence.

#### **5. Termination of coverage**

- 5.1 The takaful coverage of the person covered will terminate on the occurrence of any of the following events:
  - (a) Upon death of person covered;
  - (b) As stipulated under the benefit conditions of TPD benefits;
  - (c) On the end date stipulated in the contract schedule;
  - (d) Upon lapsation of this contract;
  - (e) Upon surrender of this contract;
  - (f) Upon cancellation of this contract; or
  - (g) On the contract monthly anniversary immediately after person covered's 80th birthday.

## **ANNEXURE TTM004**

### **Benefit conditions - Total and permanent disability (TPD) benefit**

#### **1. Total and permanent disability (TPD) benefit**

- 1.1 This benefit applies in the event the person covered suffers from TPD as defined, while this contract is in force, and the TPD begins on or after the commencement date.
- 1.2 Subject to the general conditions, while this contract is in force and before the monthly anniversary date immediately after the person covered attaining age 65, should we receive satisfactory proof that the person covered has suffered from TPD and upon the approval of the claim, we will pay a lump sum benefit according to the sum covered as per the contract schedule, which is payable from the participants' tabarru' fund.
- 1.3 We will deduct any amount you owe us.
- 1.4 The contract will be terminated upon payment of claims under this benefit.

#### **2. TPD due to specified infectious diseases benefit**

- 2.1 Subject to the general conditions, while this contract is in force, should we receive satisfactory proof of the TPD (as defined) of the person covered directly as a result of specified infectious diseases and upon the approval of the claim, we will pay a lump sum benefit according to the sum covered as per the contract schedule, which is payable from the participants' tabarru' fund.
- 2.2 We will deduct any amount you owe us from this benefit.
- 2.3 The contract will be terminated upon payment of claims under this benefit.

#### **3. Limitation on TPD benefits**

- 3.1 The TPD benefits will expire on the contract monthly anniversary immediately after the person covered's 65th birthday.
- 3.2 The maximum aggregate amount of the TPD benefit payable with respect to the TPD of the person covered under this and all other individual and group contract or certificates issued by us shall not exceed RM 2,000,000.
- 3.3 If the TPD benefit payable under a contract is less than the sum covered for death benefit on the date the TPD begins, the takaful coverage on death will continue for the remaining balance of sum covered. The sum covered for death benefit for all future terms will be reduced by the ratio of the benefit that has been paid for the sum covered on the date the TPD begins. The reduction in the sum covered for death benefit will apply from the date the TPD begins.

#### **4. Exclusions**

- 4.1 No benefit will be payable if the TPD is directly or indirectly cause by any of the following:
  - (a) A pre-existing condition within the first 12 months of the contract issue date or last reinstatement date, whichever is later.
  - (b) Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complications, or infection of the person covered by Human Immunodeficiency Virus (HIV);



- (c) Being under the influence of drugs or any narcotic or due to intoxication by liquor and/or illicit substance;
  - (d) Criminal act, involvement in a breach of law (unless as an innocent party) or membership of an illegal organisation;
  - (e) Entering, operating or servicing, ascending or descending from or with any aerial device or conveyance except while the person covered is in an aircraft operating by a commercial passenger airline on a regular schedule passenger trip over its established passenger route;
  - (f) Participation in any hazardous sport or pastime or activities, including but not limited to aerial activities, bungee jumping, rock climbing or mountaineering, underwater activities, or racing of any type other than on foot;
  - (g) Self-inflicted injuries or suicide, while sane or insane; or
  - (h) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- 4.2 For TPD due to specified infectious diseases, no benefit shall be applicable or payable if the disability incurred directly or indirectly, wholly or partly, by any of the following occurrence:
- (a) The covered event of Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection occurring within 30 days from the contract issue date or last reinstatement date, whichever is later; or
  - (b) Any other causes other than Dengue Fever, Chikungunya Fever, Malaria, Japanese Encephalitis, Avian Influenza or Zika Virus Infection; or
  - (c) Any pre-existing conditions.  
In this case, the contract will be terminated and the total contribution paid will be refunded without interest.

## **5. Claim procedure**

- 5.1 You or your legal representative will need to send us written notice within 30 days to make a claim for TPD benefit after the date of such disability.
- 5.2 Satisfactory proof of TPD must be given before we consider this claim at the expense of you or your legal representative.
- 5.3 We will not consider any disability which lasts less than 6 months.
- 5.4 We have the right to request that the person covered undergo medical examination at any time by a legally qualified medical examiner appointed by us, at our cost, to support the TPD claim.

## **6. Termination of coverage**

- 6.1 The takaful coverage of the person covered will terminate on the occurrence of any of the following events:

- (a) On the date we approve and pay the TPD benefit, if it equals to the sum covered for the death benefit. In case the TPD payable is less than the sum covered for the death benefit, the contract will not terminate and the death coverage will continue;
- (b) Upon death of person covered;
- (c) On the end date stipulated in the contract schedule;
- (d) Upon lapsation of this contract;
- (e) Upon surrender of this contract;
- (f) Upon cancellation of this contract; or
- (g) On the contract monthly anniversary immediately after the person covered's 65th birthday.

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