

## PRIVILEGES AND CONDITIONS

### GLOSSARY (Clause 1)

#### 1. DEFINITIONS AND INTERPRETATIONS

“**Accident**” means an incident which results in injury to the Person Covered caused solely and directly by accidental, violent, external and visible means and independently of all other causes of which (except in the cases of drowning or of internal injury revealed by an autopsy) there is evidence of visible contusion or wound on the exterior of the body.

“**Certificate Anniversary**” means the anniversary of the Commencement Date.

“**Certificate Year**” means the period which starts on the Commencement Date and ends on the day before the following Certificate Anniversary unless the Certificate is surrendered, lapsed or matured.

“**Commencement Date**” means the date this Certificate commences as specified in Takaful Schedule A. Where backdating is applied, the Commencement Date will be earlier than the Effective Date.

“**Contribution**” means the contribution specified in Takaful Schedule A or in any subsequent endorsement issued by Us.

“**Consultant Neurologist**” means a Medical Practitioner who is board certified in neurology and a Fellow of the Neurological Society in either the United Kingdom, the United States of America, Canada or Australia.

“**Covered Event**” means any of the events specified and defined in the Endorsement No.TE017 (CIDEFN) of this Certificate.

“**Diagnosis**” means the definitive diagnosis made by a Medical Practitioner or Consultant Neurologist, based upon such specific evidence, referred to in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us.

Such diagnosis must be supported by Our appointed Medical Practitioner who may base his opinion on the medical evidence submitted by the claimant and/or any additional evidence he may require.

“**Effective Date**” means the date the coverage starts as specified in Takaful Schedule A.

“**Investment Loss/ Profit**” means the loss or profit arising from managing the investment of the *Tabarru'* Fund(s) in Shariah-compliant securities and activities.

“**Ju'alah**” means compensation for a given service, where the Participant will share the the Underwriting Surplus with Us on a pre-agreed ratio.

“**Maturity Date**” means the date the coverage ceases as specified in Takaful Schedule A.

“**Medical Practitioner**” means a surgeon or physician qualified by degree in western medicine, who is legally licensed and duly qualified to practice medicine and surgery authorised in the geographical area of his practice, and who also possesses a current Annual Practising Certificate issued by the Malaysian Medical Council.

“**Misrepresentation**” means the definition ascribed to it under the Islamic Financial Services Act 2013 and which includes innocent, reckless or deliberate misrepresentation.

“**Mudharabah**” means We, acting as an entrepreneur (*Mudharib*) that manages the collected funds based on an investment mandate with a set of predefined ethical guidelines and Participant as capital provider (*Rabbul Mal*). In return, We will share the profit with the Participant on the investment return based on pre-agreed ratio.

“**Participant**” means the Certificate Owner as specified in Takaful Schedule A.

“**Person Covered**” means the person who is covered under this Certificate as specified in Takaful Schedule A.

“**Qard**” means an interest-free loan provided by Us in the event of deficit in the *Tabarru'* Fund. The *Qard* is repayable from the future Underwriting Surplus of the *Tabarru'* Fund.

“**Sum Covered**” means the coverage amount as specified in Takaful Schedule A or in any subsequent endorsement issued by Us.

“**Tabarru'**” means a portion of Your Contribution allocated into the *Tabarru'* Fund as donation that You willingly relinquish in order to help and provide assistance to fellow Participants in need.

“**Tabarru' Fund**” means a pool of funds established for the purpose of solidarity and cooperation among the Participants in *Tabarru'* Fund for misfortune events (payment of claims).

“**Takaful Operator**”, “**Our**”, “**Us**” or “**We**” means Great Eastern Takaful Berhad 201001032332

(916257-H).

**“Total Contribution Paid”** means the total amount of Contribution paid calculated from the Commencement Date until the claim event date, using current contribution instead of initial contribution (in the event of decrease in Sum Covered).

**“Type I Waiting Period”** which is only applicable to Category I Covered Events means the first sixty (60) days from the Effective Date.

**“Type II Waiting Period”** which is only applicable to Category II Covered Events means the first thirty (30) days from the Effective Date.

**“Unexpired Tabarru’”** means the portion of *Tabarru’* to be refunded for the remaining months upon surrender.

**“Underwriting Surplus”** means excess in the *Tabarru’* Fund after deduction of claims and reserve purposes, if any.

**“Waiting Period”** for any Covered Event refers to Type I Waiting Period if the Covered Event is classified under Category I Covered Events or Type II Waiting Period if the Covered Event is classified under Category II Covered Events.

**“Wakalah”** means the contract of agency based on principle of *Wakalah bi al-ujrah* (or **“Upfront Charge”** or **“Unallocated Contribution”**) where the charge imposed upfront according to the percentage of Contribution paid as Participant appoints Us to manage *Tabarru’* Fund. The amount will be deducted from *Tabarru’* Fund.

**“You”, “Your” or “Yourself”** means the Participant named in Takaful Schedule A.

If not specifically provided, the following interpretations will apply to this Certificate:

- 1.1 Any reference to a “business day” is to a day (not being a Saturday, Sunday or a Public Holiday in Kuala Lumpur, Malaysia) that Our Head Office is open for business in Malaysia and any reference to a “day”, “week”, “month” or “year” is to that day, week, month or year in accordance with the Gregorian calendar.
- 1.2 All schedules, annexures, endorsements and attachments to this Certificate shall form part of this Certificate. If there is any conflict or discrepancy between the schedules with any of the provisions of this Certificate mentioned in the Privileges and Conditions, the terms and conditions in the Privileges and Conditions of this Certificate will prevail.
- 1.3 Any reference to the masculine form shall include the feminine, and likewise, the singular word shall include the plural and vice versa unless otherwise prescribed.

## **BASIS OF CONTRACT (Clause 2)**

### **2. TAKAFUL CERTIFICATE**

- 2.1 This Certificate is issued in consideration of the Contribution payment received by Us and according to:
  - 2.1.1 the answers provided by You and/or the Person Covered in Your application or Proposal for Family Takaful (“Proposal”) or any subsequent questionnaires provided by Us on any matters relating to Your Proposal and any disclosures made by You between the time of submission and the time this Takaful Certificate takes effect; and
  - 2.1.2 any other reports and questionnaires;  
(collectively referred to as “Material Information”).Such Material Information shall form part of this contract of Takaful between Us and You. However, in the event of any pre-contractual misrepresentation made in relation to such Material Information, the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.
- 2.2 It is Your duty to take reasonable care not to make any misrepresentation when answering the questions or confirming or amending any matter previously disclosed before this Certificate is renewed or varied.
- 2.3 You must inform Us of any changes to the information provided in Your answers or in respect of any matter previously disclosed to Us if such changes had taken place after You have submitted the application for renewal or variation but before this Certificate is renewed or varied.
- 2.4 This Certificate may be varied with the consent in writing of Our Chief Executive Officer or any person appointed by Our Board of Directors by way of special provision or endorsement (“the

Document”) to this Certificate. Any subsequent variation will take effect from the date of the Document and be deemed part of this Certificate.

### CONTRACTUAL RELATIONSHIP BETWEEN YOU AND US (Clause 3)

#### 3. **WAKALAH**

- 3.1 You agreed to appoint and authorise Us to manage this Takaful plan and invest the *Tabarru'* Fund. We are authorised to implement the Takaful business in accordance with Shariah principles, legal and regulatory requirements as well as the terms stated herein. In return for the tasks to be carried out and based on *Wakalah bi al-ujrah* principles, You agreed to pay the Upfront Charge to Us.
- 3.2 Upon circumstances that would be deemed as mismanagement, negligence or breach of specified terms, We shall be liable and shall compensate for loss or damage including any actual cost suffered by You.
- 3.3 The *Wakalah* contract shall dissolve upon maturity, termination due to surrender or any circumstances as specified under Clause 8 below. We are entitled to the Upfront Charge for the services rendered.
- 3.4 For the avoidance of doubt, mismanagement and negligence may include but not limited to the following:
  - 3.4.1 poor disclosure of the investment risk that is borne by You;
  - 3.4.2 non-compliance with the investment strategy or improper execution against approved policies;
  - 3.4.3 investment strategy adopted by Us is inconsistent with the strategy that had been agreed with You at the point of entering into the Certificate; and
  - 3.4.4 misleading information disclosed in the Product Disclosure Sheet.

### CONTRIBUTION AND CHARGES (Clauses 4 - 7)

#### 4. **CONTRIBUTION**

- 4.1 The Contribution will be allocated into the *Tabarru'* Fund. The Contribution may be increased by You based on the attained age next birthday of the Person Covered at each Certificate Anniversary.
- 4.2 Contribution are to be paid to Us on or before each Contribution due date.
- 4.3 In the event of non-payment of Contribution while this Certificate is in force, this Certificate will lapse immediately after the Grace Period ends.
- 4.4 In the event that a claim is admitted under the Clause 15.1.1 below, the contribution of this Certificate prior to such claim as specified in the Table of Contribution in Takaful Schedule A, as the case may be, shall remain unchanged.

#### 5. **UPFRONT CHARGE**

- 5.1 The Upfront Charge is the amount deducted upfront from the *Tabarru'* Fund (as a percentage of Contribution less Service Tax and/or other taxes, if any) and is used to meet Our direct distribution cost and management expenses.
- 5.2 If the Contribution is paid on annual, half-yearly or quarterly basis and in the event this Certificate is surrendered or terminated due to any provisions before the date of the next Contribution due, the Upfront Charge (other than the first year Upfront Charge) less actual expenses incurred will be refunded.
- 5.3 Management expenses include Stamp Duty of Ringgit Malaysia ten RM 10.00.

#### 6. **TABARRU'**

- 6.1 We will deduct the *Tabarru'* from the Contribution based on the payment mode selected at the beginning of each Contribution due.

- 6.2 *Tabarru'* amount equals to the remaining contribution paid after Upfront Charge will be placed into *Tabarru'* Fund using the following formula:  
6.3  $Tabarru' = Contribution\ Paid \times Allocation\ Rate$

## 7. VARIATION OF CONTRIBUTION AND OTHER CHARGES

We may vary the Contribution, *Tabarru'* Rates and other charges ("Rates and Charges") under this Certificate by giving at least three (3) months' advance written notice ("Notice Period") to You in accordance with the 'Notices and Correspondence' Clause. Any revision whether to increase the Rates and Charges will take effect on the Certificate Anniversary immediately following the expiry of the Notice Period, unless and otherwise you disagree in writing and inform us within the Notice Period of your intention to surrender or terminate this Certificate.

## LAPSE AND REINSTATEMENT (Clauses 8 - 9)

### 8. GRACE PERIOD AND LAPSE

- 8.1 You are allowed up to thirty (30) days from each of the Contribution due dates to pay for Your subsequent Contribution under this Certificate ("the Grace Period").  
8.2 If any claim occurs during the Grace Period, any amount of indebtedness under this Certificate will be deducted from the claim proceeds payable to You.  
8.3 Upon expiry of the Grace Period, this Certificate will lapse.

### 9. REINSTATEMENT

- 9.1 If this Certificate is terminated due to lapse, You may reinstate this Certificate within three (3) months from the date of termination and subject to the following conditions:  
9.1.1 Your written application for reinstatement is received by Us;  
9.1.2 the Person Covered is within the age limit as determined by Us at the time of reinstatement;  
9.1.3 Your justification to be covered is satisfactory and accepted by Us;  
9.1.4 You must pay all outstanding contributions to Us; and  
9.1.5 any other conditions that We may need to impose.  
9.2 We will approve, reject or impose additional conditions in writing on Your application for the reinstatement.  
9.3 If there is any Misrepresentation made in Your application for reinstatement and where this Certificate has been in effect for two (2) years or less from the date of any reinstatement We may void the Certificate if the Misrepresentation made is classified as follows:  
9.3.1 a deliberate or reckless Misrepresentation;  
9.3.2 a careless or innocent Misrepresentation, in which We would not have reinstated this Certificate; or  
9.3.3 a careless or innocent Misrepresentation, in which We would have reinstated this Certificate.  
9.4 If there is any Misrepresentation made in Your application for reinstatement and where this Certificate has been in effect for more than two (2) years from the date of any reinstatement, We may void the Certificate if the Misrepresentation made is classified as a deliberate or reckless misrepresentation in which We would not have reinstated this Certificate.  
9.5 If this Certificate is invalidated or void pursuant to Clause 9.4 above, Our liability shall be limited to the refund of the unearned Upfront Charge less any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.

## CERTIFICATE OPTIONS (Clauses 10 - 11)

### 10. INCREASE/REDUCTION OF SUM COVERED

Any increase in the Sum Covered is not allowed but You may decrease the Sum Covered subject to the following conditions and other conditions that We may impose:

- 10.1 You can decrease at any time subject to the minimum contribution and must be within the Sum Covered limit as determined by Us;
- 10.2 the decrease in the Sum Covered will take effect from the next Contribution due date; and
- 10.3 the Contribution will be reduced upon decrease in the Sum Covered. The change in the Contribution will take effect when the decrease in the Sum Covered becomes effective.

**11. SURRENDER**

You may surrender this Certificate and We will refund the following:

- 11.1 the unearned Upfront Charge from Our fund (other than the first year Upfront Charge). In the event the Certificate is surrendered or terminated before the next Contribution date is due and where the Contribution is paid annually, half-yearly or quarterly, the Upfront Charge less actual expenses incurred will be refunded; and
- 11.2 the unexpired *Tabarru'* from the *Tabarru'* Fund. In the event the Certificate is surrendered before the next Contribution date is due and where the Contribution is paid annually, half-yearly or quarterly, the amount of *Tabarru'* refund shall be equal to a percentage of *Tabarru'* contribution based on the duration of the Certificate that has been enforced and contribution payment mode.

Duration not exceeding	Refund Annual <i>Tabarru'</i> Charge	Refund Semi-Annual <i>Tabarru'</i> Charge	Refund Quarterly <i>Tabarru'</i> Charge	Refund Monthly <i>Tabarru'</i> Charge
1 month	90%	85%	65%	No refund
2 months	85%	65%	35%	No refund
3 months	75%	50%	No refund	No refund
4 months	65%	35%	65%	No refund
5 months	60%	15%	35%	No refund
6 months	50%	No refund	No refund	No refund
7 months	40%	85%	65%	No refund
8 months	35%	65%	35%	No refund
9 months	25%	50%	No refund	No refund
10 months	15%	35%	65%	No refund
11 months	10%	15%	35%	No refund
>11 months	No refund	No refund	No refund	No refund

This Certificate shall be terminated upon payment of the surrender value and all benefits and rights under this Certificate shall cease.

**TAKAFUL FUNDS PROVISIONS (Clauses 12 - 14)**

**12. TABARRU' FUND**

- 12.1 Based on the Shariah concept of *Tabarru'*, You will donate a portion of Contribution into the *Tabarru'* Fund for the purpose of mutual help. *Tabarru'* Fund is owned by a pool of Participants and managed by Us for the purpose of claims payment on the events covered under this Certificate.
- 12.2 Based on the Shariah contract of *Mudharabah*, You as capital provider appoint Us as entrepreneur to undertake Shariah-compliant investment activities for the *Tabarru'* Fund on Your behalf. In return, We will share a predetermined percentage share of the investment profit. We as an entrepreneur cannot guarantee the principal amount and expected profit from the investment.
- 12.3 In the event that there is a deficit or loss in the *Tabarru'* Fund due to Our mismanagement or negligence, We will make an outright transfer to rectify the deficit or loss, where applicable.

**13. INVESTMENT PROFIT/LOSS**

- 13.1 Any Investment Profit or Investment Loss, from the *Tabarru'* Fund shall be calculated and distributed annually, after each financial year.
- 13.2 Any Investment Profit from the *Tabarru'* Fund based on *Mudharabah* concept, will be shared between You and Us in the proportion of 50% and 50% respectively. Your allocated amount will be credited into Your bank account (net tax).
- 13.3 Any Investment Loss in the *Tabarru'* Fund will be carried forward and accounted for before arriving at Underwriting Surplus or deficit in the following year.

**14. UNDERWRITING SURPLUS**

- 14.1 The Underwriting Surplus shall be calculated and distributed annually, after each financial year.
- 14.2 Any Underwriting Surplus that is distributable will be determined after a suitable proportion of it is held back for contingency purpose before it is shared between You and Us in the proportion of 50% and 50% respectively. We are entitled to Underwriting Surplus based on the *Ju'alah* contract. Your share to the Underwriting Surplus will be credited into the Your bank account.
- 14.3 Any unutilised amount of Underwriting Surplus held back for contingency purpose, will be included in the calculation of the Underwriting Surplus for the next financial year.
- 14.4 The Underwriting Surplus (if any) will not be distributed if in Our judgement, the surplus should remain in the *Tabarru'* Fund to maintain the ability to meet future liabilities or to meet Your reasonable expectations not specifically provided for in Our actuarial valuation.
- 14.5 In the event of any deficit from the *Tabarru'* Fund, there will be no Underwriting Surplus distribution for the respective financial year. Under such circumstance, the deficit will first be funded by the amount allocated for contingency purposes. If the *Tabarru'* Fund is still in deficit, the *Qard* will be arranged. The *Qard* will be carried forward to the following financial year and any surplus will be used to pay off *Qard* (if any) to Us before it is being distributed.

**BENEFITS AND CERTIFICATE CONDITIONS (Clause 15 - 16)**

**15. COVERED EVENT BENEFIT**

- 15.1 While this Certificate is in force and subject to the terms and conditions of this Certificate, upon receipt and approval of due proof such as original bills, receipts and/or other evidence satisfactory to Us that the Person Covered is diagnosed with a Covered Event after the Waiting Period, We will pay the following benefits:
  - 15.1.1 10% of the Amount of Benefits Sum Covered ("Limited Advance Sum Covered"), for Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease, subject to a maximum of RM25,000 on the same Person Covered. Upon the payment of this benefit, such amount will be deducted from the Amount of Benefits Sum Covered of this Certificate, thereby reducing the amount of benefit which may be payable herein ("Reduced Amount of Benefits Sum Covered");
  - 15.1.2 100% of the Amount of Benefits Sum Covered or Reduced Amount of Benefits Sum Covered for other Covered Events (other than Angioplasty and Other Invasive Treatments for Major Coronary Artery Disease), whichever is applicable. less any indebtedness under this Certificate.
- 15.2 If the Covered Event occurs before the Certificate Anniversary on which the Person Covered attains the age of five (5) years next birthday, the Sum Covered shall be revised based on the table below:

<b>Age Next Birthday on Certificate Anniversary preceding the diagnosis of a Covered Event</b>	<b>Revised Sum Covered</b>
1	20% of the Sum Covered
2	40% of the Sum Covered
3	60% of the Sum Covered
4	80% of the Sum Covered

In addition, if the Covered Event is diagnosed prior to the first (1st) Certificate Anniversary, the age next birthday of the Person Covered on the Commencement Date shall be used to determine the Revised Amount of Sum Covered payable by Us.

- 15.3 In the event that the Sum Covered payable under Clause 15.1.1 is further revised by Clause 15.2 above, the total benefit subsequently payable under this Certificate will be reduced by the quantum of Sum Covered calculated in accordance with Clause 15.1.1 above, without any revision.

**Provided that:**

- 15.4 No benefit will be payable for any Covered Event for which:
- 15.4.1 any condition existed or was diagnosed:
    - 15.4.1.1 during the Waiting Period; or
    - 15.4.1.2 after the expiry of the Waiting Period but which is related to a condition which existed or was diagnosed during the Waiting Period; or
  - 15.4.2 signs and symptoms existed before or during the Waiting Period which would prompt a reasonable person to seek medical care or attention, though the resulting diagnosis may occur before or after the expiry of the Waiting Period.
- 15.5 A claim for a Covered Event described in Clause 15.4.1 and/or Clause 15.4.2 above will not be admissible only because notification of the said claim was given to Us after the expiry of the Waiting Period.
- 15.6 Other than a claim for Angioplasty and Other Invasive Treatment for Major Coronary Artery Disease as set out in Clause 15.1.1 and Clause 15.1.2 above, if any, the Sum Covered shall only be payable once to a Person of Covered regardless of the fact that multiple Covered Events may have occurred.
- 15.7 You must notify Us in writing of any occurrence of a Covered Event as soon as it is practicable, otherwise, We will not be liable for the Covered Event.
- 15.8 The Covered Event for which the claim is made must be diagnosed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to Us; all such medical evidence must be furnished by the claimant at own expense, and in such form that We may require.
- 15.9 If required by Us, the Person Covered must undergo medical examination(s) by a Medical Practitioner appointed by Us in connection with the Covered Event for which the claim is made.
- 15.10 This Certificate shall automatically be terminated on the earliest of the following dates upon any of the following events takes place:
- 15.10.1 once a claim under Clause 15 above is admitted (other than a claim for Angioplasty and Other Invasive Treatment for Major Coronary Artery Disease); or
  - 15.10.2 upon death of the Person Covered; or
  - 15.10.3 when We receives Your request for termination in writing; or
  - 15.10.4 on the Maturity Date; or
  - 15.10.5 when the Certificate lapses, becomes void, is surrendered or is terminated in any other manner.
- 15.11 The Sum Covered is payable from *Tabarru'* Fund and is guaranteed.

**16. EXCLUSIONS**

We will not be liable to pay any benefit under this Certificate if the Covered Event of the Person Covered:

- 16.1 has existed prior to or on the Effective Date; or
- 16.2 is caused directly or indirectly by a self-inflicted injury; or
- 16.3 is resulted from the Person Covered committing, attempting or provoking an assault or a felony from any violation of law by Person Covered; or
- 16.4 is resulted from war, whether declared or undeclared; or
- 16.5 is caused directly or indirectly by the existence of Acquired Immune Deficiency Syndrome (AIDS) or by the presence of any Human Immunodeficiency Virus (HIV) infection. We reserve the right to require the Person Covered to undergo a blood test for HIV as a condition precedent to acceptance of any claim. The exception is when HIV due to blood transfusion as defined in this Certificate. For the purpose of this Certificate, infection shall be deemed to have occurred

- where blood or other relevant test(s) indicate in Our opinion either the presence of any HIV or antibodies to such a virus; or
- 16.6 is diagnosed due, directly or indirectly, to a congenital defect or disease, which was manifested or was diagnosed before the Person Covered attains seventeen (17) years of age; or
- 16.7 is diagnosed, and the Person Covered survives less than seven (7) days after the day of diagnosis.

#### **OTHER PROVISIONS (Clauses 17 - 28)**

##### **17. CONFIRMATION OF AGE**

- 17.1 You must prove the true age of the Person Covered to Us before We are required to pay any benefit under this Certificate unless this information has been previously verified and confirmed by Us to be correct.
- 17.2 We are entitled to adjust the sum covered, and the surplus or profit allocated to, or reduce the contribution, under this Certificate, according to the true age of the Person Covered if it was incorrectly stated in the proposal for family takaful.

##### **18. PERMISSIBLE TAKAFUL INTEREST**

- 18.1 If the Takaful coverage is provided to a Person Covered other than Yourself, You shall have Permissible Takaful Interest in the Person Covered at the time the contract of Takaful is entered into and at the time the Takaful benefits are payable.
- 18.2 For the purpose of this Clause, You shall be deemed to have a Permissible Takaful Interest in the Person Covered if the Person Covered is:
- 18.2.1 Your spouse or child;
  - 18.2.2 Your ward under the age of majority at the time You entered into the contract of Takaful;
  - 18.2.3 Your employee; or
  - 18.2.4 a person on whom he is wholly or partly dependent for maintenance or education at the time he entered into the contract of Takaful.

##### **19. CERTIFICATE MATURITY**

This Certificate shall be terminated on the Maturity Date and all benefits and rights under this Certificate shall cease.

##### **20. INDISPUTABILITY**

- 20.1 We will not dispute the validity of this Certificate during the lifetime of the Person Covered after two (2) years from the Effective Date, or from the date of any reinstatement, whichever is later, unless there is fraud.
- 20.2 In the event that this Certificate is invalidated or void for any reason (except for the reason specified under Clause 19 above), Our liability shall be limited to the refund of unearned Upfront Charge provided by You less any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee.

##### **21. REMEDIES FOR MISREPRESENTATION**

- 21.1 This clause shall only apply if the duration of this Certificate is two (2) years or less from the Effective Date.
- 21.2 Any pre-contractual Misrepresentation made by the Person Covered under this Certificate will be classified as:
- 21.2.1 deliberate or reckless; or
  - 21.2.2 careless or innocent.
- 21.3 If the statement and/or declaration from the Person Covered is inaccurate, false or misleading and that such statement and/or declaration was of material matter and suppressed material fact



or was fraudulently made or omitted to be made, We may:

- 21.3.1 avoid this Certificate and refuse all claims under deliberate or reckless Misrepresentation, in which event, Our liability shall be limited to the refund of the unearned Unallocated Contribution less any indebtedness under this Certificate. Investment Profit and/or Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
- 21.3.2 for careless or innocent Misrepresentation, We may:
  - 21.3.2.1 avoid the Certificate and refuse all claims, in which event We will return the following, if any:
    - 21.3.2.1.1 unearned Upfront Charge;
    - 21.3.2.1.2 *Tabarru'* (excluding Underwriting Surplus, if any); and
    - 21.3.2.1.3 Investment Profit;less any indebtedness under this Certificate. Underwriting Surplus, if any, will be forwarded to any charitable organisation(s) approved by Our Shariah Committee; or
  - 21.3.2.2 enter into or renew this Certificate on different terms.

## 22. NOTICE OF ASSIGNMENTS

A written notice of assignment, if applicable, on this Certificate is deemed as being notified to Us, if it is delivered to Us at Our offices and acknowledged by Us in writing. Our acknowledgment on your notice of assignment does not constitute validation of such assignment. Notwithstanding this, we may accept your notice of assignment and affect such assignment placed under this Certificate.

## 23. CHANGE OF NOMINEES

You may make changes to Your nomination by informing to Us in writing. The change will take effect from the date We receive the notice in writing from You.

## 24. ACCEPTANCE OF INSTRUCTIONS

We will only accept instructions, requests or notices when such forms, documents, information and consents as required by Us are received.

## 25. RESIDENCES, OCCUPATION AND TRAVEL

This Certificate is free from restrictions with regard to residence, occupation and travel.

## 26. NOTICES AND CORRESPONDENCE

- 26.1 Any notice, request, instruction or correspondence to Us and You shall be in writing. Your mailing address, email address or handphone number will be as stated in the proposal for Family Takaful unless there is notification of any changes to Us.
- 26.2 Any notice, request, instruction or correspondence given by Us to You shall be conclusively deemed to have been received as follows:
  - 26.2.1 for personal delivery, on the day of delivery;
  - 26.2.2 for ordinary post, or pre-paid registered post, seven (7) days after the date of posting, if posted to an address in Malaysia, and fourteen (14) days, if posted outside of Malaysia;
  - 26.2.3 for delivery via email or short message services, on the day of delivery;
  - 26.2.4 for publishing in a local daily newspaper, on the day of publishing; or
  - 26.2.5 for electronic posting on Our official website or other website, the later of the day of electronic posting or the day of delivery of a separate notification to You of such electronic posting via any effective means provided under Clauses 26.2.1, 26.2.2, 26.2.3, or 26.2.4 respectively, as determined by Us from time to time.
- 26.3 With the conditions as stated in Clauses 26.1 and 26.2 above, in the case that any notice, request, instruction or correspondence is returned undelivered to You after We have made at least two (2) consecutive attempts at delivery, We may and at Your own risk, withhold all

subsequent notice, request, instruction or correspondence until We have been notified by You of Your new mailing address or email address or handphone number.

**27. GOVERNING LAW**

- 27.1 This Certificate shall be governed by the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction for any dispute arising out of or in relation to this Certificate.
- 27.2 We shall have the right at any time, by giving advance written notice to You in accordance with the 'Notices and Correspondence' Clause, to amend the terms and conditions of this Certificate in compliance with any legislative changes, statutory modifications or amendments which may be enacted from time to time.

**28. SANCTION LIMITATION AND EXCLUSION**

We reserve the right not to:-

- 28.1 provide Takaful coverage, including all the benefits in relation to or in connection with such Takaful coverage nor deemed to provide such Takaful coverage (and where payment has been made by you under the certificate, such payment shall not be deemed as received and accepted by us); or
- 28.2 be obligated to pay any sums, including but not limited to payment of claims, refund of contributions, surrender or cancellation of payments, if providing the Takaful coverage or payment of such sum(s) would expose us to any sanction, prohibition, restriction or contravention of any laws and/or regulations, administered by any governmental, regulatory or competent authority, or any law enforcement in any country.

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SAMPLE

## Great Eastern Takaful Berhad

### ENDORSEMENT NOMINATION (BENEFICIARY)

**ENDORSEMENT NO. TE063 (NOMTRU A)**

For the purpose of this Endorsement, the following words or expressions, whenever mentioned in this Endorsement, shall have the same meaning as ascribed to it in this Certificate.

The Takaful benefit will be distributed according to the nominated beneficiary(ies) below according to the shares stated as Hibah (under conditional Hibah). Upon the transfer of ownership of the Takaful benefits to the respective beneficiary(ies), such Takaful benefits shall not form part of the estate of the deceased Person Covered or be subject to his debts.

Upon request, by filing up the Hajj by Proxy Service Form or where Annexure AHIJ or AL08 or any related Annexure is attached to this Certificate, the organisation appointed by the Takaful Operator will be named as the nominee to receive the Badal Hajj Benefit. In the event that the appointed organisation is unable to perform the Hajj by Proxy Service, the respective beneficiary(ies) under this Certificate shall receive the amount allocated to perform the Hajj by Proxy Service on behalf of the Person Covered.

The nominee of the Badal Hajj benefit has the duty to ensure that the money is used to perform Hajj on behalf of the Person Covered. This benefit is applicable in the event that total Takaful benefit payable is sufficient to cover the payment of fees imposed to perform the Hajj by Proxy Service.

However, in the event that the total Takaful benefit payable is less than the actual fees imposed to perform the Hajj by Proxy Service, the Takaful benefit should be payable to the person/s appointed as beneficiary(ies) and/or executor(s) under this Certificate, or proper claimant as the case may be, and the Hajj by Proxy Service is to be omitted.

With effect from the Effective Date of this Certificate, where applicable, the following person/s is/are appointed as beneficiary(ies) and/or executor(s) under this Certificate:

BENEFICIARIES	RELATIONSHIP	NRIC. NO.	SHARES
(A) MISS YUSRA	SISTER	101220-04-1290	100%

## Great Eastern Takaful Berhad

### ENDORSEMENT NOMINATION (EXECUTOR)

#### ENDORSEMENT NO. TE063 (NOMTRU A)

For the purpose of this Endorsement, the following words or expressions, whenever mentioned in this Endorsement, shall have the same meaning as ascribed to it in this Certificate.

Upon request, by filling up the Appointment of Executor form, the named executor is to execute and distribute the Takaful benefit accordingly:

- (i) An executor is to distribute the Takaful benefit to the nominated beneficiary(ies) according to the shares stated as Hibah (under conditional Hibah).
- (ii) An executor is to distribute the Takaful benefit according to the Distribution Act, should there be no nominated beneficiary(ies).
- (iii) Where the Person Covered has filling up the Hajj by Proxy Service Form or where Annexure AH1J or AL08 or any related Annexure is attached to this Certificate, the organisation appointed by the Takaful Operator will be named as the nominee to receive the Badal Hajj Benefit. In the event that the appointed organisation is unable to perform the Hajj by Proxy Service, the Executor under this Certificate shall receive the amount allocated to perform the Hajj by Proxy Service on behalf of the Person Covered and has the duty to ensure that the money is used to perform Hajj on behalf of the Person Covered. This benefit is applicable in the event that total Takaful benefit payable is sufficient to cover the payment of fees imposed to perform the Hajj by Proxy Service. However, in the event that the total Takaful benefit payable is less than the actual fees imposed to perform the Hajj by Proxy Service, the Takaful benefit should be payable to the person/s appointed as beneficiary(ies) and/or executor(s) under this Certificate, or proper claimant as the case may be, and the Hajj by Proxy Service is to be omitted.

With effect from the Effective Date of this Certificate, where applicable, the following person(s) or organisation is/are appointed as the executor(s) under this Certificate:

EXECUTORS	NRIC NO./ REGISTRATION NO.
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## Great Eastern Takaful Berhad

### ENDORSEMENT CRITICAL ILLNESS DEFINITION (ADULT)

#### ENDORSEMENT NO. TE017 (CIDEFN)

#### 1. DEFINITIONS

For the purpose of this Endorsement, the following words or expressions, whenever mentioned in this Endorsement, shall have the following meanings. Any word or expression not specifically defined in this Endorsement shall have the same meaning as ascribed to it in this Certificate:-

**“Activities of Daily Living” means all of the following:**

- (a) Transfer  
Getting in and out of a chair without requiring physical assistance.
- (b) Mobility  
The ability to move from room to room without requiring any physical assistance.
- (c) Continence  
The ability to voluntarily control bowel and bladder functions such as to maintain personal hygiene.
- (d) Dressing  
Putting on and taking off all necessary items of clothing without requiring assistance of another person.
- (e) 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.
- (f) Eating  
All tasks of getting food into the body once it has been prepared.

**“Category I Covered Events”** means the events named as Heart Attack, Coronary Artery By-Pass Surgery, Cancer, Angioplasty And Other Invasive Treatments For Major Coronary Artery Disease, Other Serious Coronary Artery Disease specified in Section 2 below of this Endorsement.

**“Category II Covered Events”** means the events specified and defined in Section 2 below other than those events classified under Category I Covered Events.

**“Certificate”** means the basic certificate to which this Endorsement is attached.

**“Covered Event”** means any of the events specified and defined in Section 2 below.

**“Diagnosis”** means the definitive diagnosis made by a Medical Practitioner or Consultant Neurologist, based upon such specific evidence, referred to below in the definition of the particular Covered Event concerned or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us.

Such diagnosis must be supported by Our appointed Medical Practitioner who may base his/her opinion on the medical evidence submitted by the claimant and/or any additional evidence he/she may require.

**“Irreversible”** means cannot be reasonably improved upon by medical treatment and/or surgical procedures consistent with the current standard of the medical services available in Malaysia.

**“Medical Practitioner”** means a surgeon or physician qualified by degree in western medicine, who is legally licensed and duly qualified to practise medicine and surgery authorised in the geographical area of his practice, and who also possesses a current Annual Practising Certificate issued by the Malaysian Medical Council.

**“Permanent”** means expected to last throughout the lifetime of the Participant/Person Covered.

**“Permanent neurological deficit with persisting clinical symptoms”** means symptoms of dysfunction in the nervous system that are present on clinical examination and expected to last throughout the lifetime of the Participant/Person Covered. Symptoms that are covered include numbness, paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma.

## 2. DEFINITIONS OF COVERED EVENTS

- (1) "Alzheimer's Disease / Severe Dementia" : Deterioration or loss of intellectual capacity confirmed by clinical evaluation and imaging tests arising from Alzheimer's Disease or Severe Dementia as a result of irreversible organic brain disorders. The Covered Event must result in significant reduction in mental and social functioning requiring continuous supervision of the Person Covered. The diagnosis must be clinically confirmed by a neurologist.

From the above definition, the following are not covered:

- (i) non organic brain disorders such as neurosis;
- (ii) psychiatric illnesses; and
- (iii) drug or alcohol related brain damage.

- (2) "Angioplasty and Other Invasive Treatments for Coronary Artery Disease" : The actual undergoing for the first time of Coronary Artery Balloon Angioplasty, artherectomy, laser treatment or the insertion of a stent to correct a narrowing or blockage of one or more coronary arteries as shown by angiographic evidence.

Intra-arterial investigative procedures are not covered. Payment under this clause is limited to ten percent (10%) of the Critical Illness coverage under this Certificate subject to a maximum of RM25,000. This Covered Event is payable once only and shall be deducted from the amount of this Certificate, thereby reducing the amount of the Amount of Benefit which may be payable.

- (3) "Apallic syndrome (i.e. Persistent Vegetative State (PVS))" : Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant neurologist holding such an appointment at an approved hospital. This condition has to be medically documented for at least one (1) month.

- (4) "Bacterial Meningitis – resulting in permanent inability to perform Activities of Daily Living" : Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies.

The diagnosis must be confirmed by:

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

For the above definition, other forms of meningitis, including viral meningitis are not covered.

- (5) "Benign Brain Tumour – of specified severity" : A benign tumour in the brain or meninges within the skull, where all of the following conditions are met:
- (i) it is life threatening;
  - (ii) it has caused damage to the brain;
  - (iii) it has undergone surgical removal or has caused permanent neurological deficit with persisting clinical symptoms; and
  - (iv) its presence must be confirmed by a neurologist or neurosurgeon and supported by findings on MRI, CT or other reliable imaging techniques

The following are not covered:

- (i) cysts;

- (ii) granulomas;
- (iii) malformations in or of the arteries or veins of the brain;
- (iv) hematomas;
- (v) tumours in the pituitary gland;
- (vi) tumours in the spine; and
- (vii) tumours of the acoustic nerve.

(6) "Blindness – Permanent and Irreversible" : Permanent and irreversible loss of sight as a result of accident or illness to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in both eyes using a Snellen eye chart or equivalent test and the result must be certified by an ophthalmologist.

(7) "Brain Surgery" : The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

For the above definition, the following are not covered:

- (i) burr hole procedures;
- (ii) transphenoidal procedures;
- (iii) endoscopic assisted procedures or any other minimally invasive procedures; and
- (iv) brain surgery as a result of an accident.

(8) "Cancer – of specified severity and does not cover very early cancers" : 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 leukaemia, lymphoma and sarcoma.

For the above definition, the following are not covered:

- (i) all cancers which are histological classified as any of the following:
  - (a) pre-malignant;
  - (b) non-invasive;
  - (c) carcinoma in situ;
  - (d) having borderline malignancy;
  - (e) having malignant potential;
- (ii) all tumours of the prostate histologically classified as T1N0M0 (TNM classification);
- (iii) all tumours of the thyroid histologically classified as T1N0M0 (TNM classification);
- (iv) all tumours of the urinary bladder histologically classified as T1N0M0 (TNM classification);
- (v) chronic Lymphocytic Leukemia less than RAI Stage 3;
- (vi) all cancers in the presence of HIV; and
- (vii) any skin cancer other than malignant melanoma;

(9) "Cardiomyopathy – of specified severity" : A definite diagnosis of cardiomyopathy by a cardiologist which results in permanently impaired ventricular function and resulting in permanent physical impairment of at least Class III of the New York Heart Association (NYHA) classification of cardiac impairment. The diagnosis has to be supported by echocardiographic findings of compromised ventricular performance.

Cardiomyopathy directly related to alcohol or drug abuse is not covered.

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.

- (10) "Chronic Aplastic Anemia – resulting in permanent Bone Marrow Failure" : Irreversible permanent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring at least two (2) of the following treatments:
- (i) regular blood product transfusion;
  - (ii) marrow stimulating agents;
  - (iii) immunosuppressive agents; or
  - (iv) bone marrow transplantation.

The diagnosis must be confirmed by a bone marrow biopsy.

- (11) "Chronic Relapsing Pancreatitis" : More than three (3) attacks of pancreatitis resulting in permanent pancreatic dysfunction causing malabsorption needing enzyme replacement therapy.

The diagnosis must be made by a consultant gastroenterologist and confirmed by Endoscopic Retrograde Cholangiopancreatography (ERCP).

Chronic Relapsing Pancreatitis caused by alcohol or drug use is excluded.

- (12) "Coma – resulting in permanent neurological deficit with persisting clinical symptoms" : A state of unconsciousness with no reaction 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 with persisting clinical symptoms. A minimum Assessment Period of thirty (30) days applies. Confirmation by a neurologist must be present.

The following is not covered:  
Coma resulting directly from alcohol or drug abuse.

- (13) "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.

For the above definition, the following are not covered:

- (i) angioplasty;
- (ii) other intra-arterial or catheter based techniques;
- (iii) keyhole procedures; and
- (iv) laser procedures.

- (14) "Creutzfeldt-Jakob Disease (Mad Cow Disease)" : The occurrence of Creutzfeldt-Jacob Disease or Variant Creutzfeldt-Jacob Disease where there is an associated neurological deficit, which is solely responsible for the Person Covered's permanent inability to perform at least three (3) of the listed Activities of Daily Living. These conditions have to be medically documented for at least six (6) months and confirmed by a consultant neurologist with appropriate testing such as conclusive Electroencephalography (EEG) and Cerebrospinal Fluid (CSF) findings as well as Computerized Tomography (CT) scan and Magnetic Resonance Imaging (MRI).

"Sickness" caused by human growth hormone treatment is excluded.

- (15) "Deafness – Permanent and Irreversible" : Permanent and irreversible loss of hearing as a result of accident or illness to the extent that the loss is greater than eighty (80) decibels across all frequencies of hearing in both ears. Medical evidence in the



form of an audiometry and sound-threshold tests result must be provided and certified by an Ear, Nose, and Throat (ENT) specialist.

- (16) "Ebola Haemorrhagic Fever" : The infection with the Ebola virus causing fever and internal or external bleeding.
- All of the following criteria must be met:
- (i) Presence of the Ebola virus has been confirmed by laboratory testing;
  - (ii) Mucosal or gastrointestinal bleeding has occurred; and
  - (iii) The Diagnosis of Ebola Hemorrhagic Fever must be confirmed by an infectious disease specialist.
- (17) "Elephantiasis" : Elephantiasis is the result and complication of filariasis, characterized by massive swelling in the tissues of the body as a result of permanent obstructed circulation in lymphatic vessels, resulting in permanent inability of Person Covered to perform at least three (3) of the listed Activities of Daily Living.
- Unequivocal "Diagnosis" of Elephantiasis must be clinically confirmed by a "Specialist" in infectious disease or "Specialist" in the relevant field, including laboratory confirmation of microfilariae.
- Lymphoedema caused by infection with a sexually transmitted disease, trauma, postoperative scarring, congestive heart failure, or congenital lymphatic system abnormalities are excluded.
- (18) "Encephalitis – resulting in permanent inability to perform Activities of Daily Living" : Severe inflammation of brain substance, resulting in permanent functional impairment. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of thirty (30) days applies. The Covered Event must be certified by a neurologist.
- Encephalitis in the presence of HIV infection is not covered.
- (19) "End-Stage Liver Failure" : End-stage liver failure as evidenced by all of the following:
- (i) permanent jaundice;
  - (ii) ascites (excessive fluid in peritoneal cavity); and
  - (iii) hepatic encephalopathy.
- Liver failure secondary to alcohol or drug abuse is not covered.
- (20) "End-Stage Lung Disease" : End-stage lung disease causing chronic respiratory failure. All of the following criteria must be met:
- (i) the need for regular oxygen treatment on a permanent basis;
  - (ii) permanent impairment of lung function with a consistent Forced Expiratory Volume (FEV) of less than one (1) liter during the first second;
  - (iii) shortness of breath at rest; and
  - (iv) Baseline Arterial Blood Gas analysis with partial oxygen pressures of 55mmHg or less.
- (21) "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 test. In addition, the Person Covered must have a CD4 cell count of less than two hundred (200)/ $\mu$ L and one (1) or more of the following criteria are met:

- (i) weight loss of more than ten percent (10%) of body weight over a period of six (6) months or less (wasting syndrome);
- (ii) Kaposi Sarcoma;
- (iii) Pneumocystis Carinii Pneumonia;
- (iv) progressive multifocal leukoencephalopathy;
- (v) active Tuberculosis;
- (vi) less than one-thousand (1000) Lymphocytes/ $\mu$ L; or
- (vii) Malignant Lymphoma.

- (22) "Fulminant Viral Hepatitis" : A sub-massive to massive necrosis (death of liver tissue) caused by any virus as evidenced by all of the following diagnostic criteria:
- (i) a rapidly decreasing liver size as confirmed by abdominal ultrasound;
  - (ii) necrosis involving entire lobules, leaving only a collapsed reticular framework;
  - (iii) rapidly deteriorating liver functions tests; and
  - (iv) deepening jaundice.

Viral hepatitis infection or carrier status alone (inclusive but not limited to Hepatitis B and Hepatitis C) without the above diagnostic criteria is not covered.

- (23) "Heart Attack – of specified severity" : Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- (i) a history of typical chest pain;
- (ii) new characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block; and
- (iii) elevation of the cardiac biomarkers, inclusive of CPK-MB above the generally accepted normal laboratory levels or Troponins recorded at the following levels or higher:
  - a) Cardiac Troponin T or Cardiac Troponin I  $> / = 0.5$  ng/ml

The evidence must show the occurrence of a definite acute myocardial infarction which should be confirmed by a cardiologist or physician.

For the above definition, the following are not covered:  
 occurrence of an acute coronary syndrome including but not limited to unstable angina; and  
 a rise in cardiac biomarkers resulting from a percutaneous procedure for coronary artery disease.

- (24) "Heart Valve Surgery" : The actual undergoing of open-heart surgery to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.

For the above definition, the following are not covered:  
 (i) repair via intra-arterial procedure; and  
 (ii) repair via key-hole surgery or any other similar techniques.

- (25) "HIV Infection Due To Blood Transfusion" : Infection with the Human Immunodeficiency Virus (HIV) through a blood transfusion, provided that all of the following conditions are met:
- (i) the blood transfusion was medically necessary or given as part of a medical treatment;
  - (ii) the blood transfusion was received in Malaysia or Singapore after the commencement of the Certificate;

- (iii) 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;
- (iv) the Person Covered does not suffer from haemophilia; and
- (v) the Person Covered is not a member of any high risk groups including but not limited to intravenous drug users.

(26) "Kidney Failure – requiring dialysis or kidney transplant" : End-stage kidney failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular dialysis is initiated or kidney transplantation is carried out.

(27) "Loss of Independent Existence" : Confirmation by an appropriate specialist of the loss of independent existence and resulting in a permanent inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of six (6) months applies.

(28) "Loss of Speech" : Total, permanent and irreversible loss of the ability to speak as a result of injury or illness. A minimum Assessment Period of six (6) months applies. 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.

All psychiatric related causes are not covered.

(29) "Major Head Trauma – resulting in permanent inability to perform Activities of Daily Living" : Physical head injury resulting in permanent functional impairment verified by a neurologist. The permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living. A minimum Assessment Period of three (3) months applies.

(30) "Major Organ / Bone Marrow Transplant" : The receipt of a transplant of:  
 human bone marrow using hematopoietic stem cells preceded by total bone marrow ablation; or  
 one of the following human organs: heart, lung, liver, kidney, pancreas that resulted from irreversible end-stage failure of the relevant organ.

Other stem cell transplants are not covered.

(31) "Medullary Cystic Disease" : A progressive hereditary disease of the kidney characterized by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic kidney failure. Diagnosis must be supported by a renal biopsy.

(32) "Meningeal Tuberculosis" : Meningitis is caused by tubercle bacilli, resulting in permanent neurological deficit for at least a continuous period of six (6) months. The Diagnosis must be confirmed by a neurologist and supported by analysis of cerebrospinal fluid by lumbar puncture.

(33) "Motor Neurone Disease – permanent neurological deficit with persisting clinical symptoms" : A definite diagnosis of motor neuron disease by a neurologist with reference to either spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be permanent neurological deficit with persisting clinical symptoms.

(34) "Multiple Sclerosis" : A definite diagnosis of multiple sclerosis by a neurologist. The diagnosis must be supported by all of the following:  
 (i) investigations which confirm the diagnosis to be Multiple Sclerosis;

- (ii) multiple neurological deficits resulting in impairment of motor and sensory functions occurring over a continuous period of at least six (6) months; and
- (iii) well documented history of exacerbations and remissions of said symptoms or neurological deficits.

- (35) "Muscular Dystrophy" : The definite diagnosis of a Muscular Dystrophy by a neurologist which must be supported by all of the following:
- (i) clinical presentation of progressive muscle weakness;
  - (ii) no central/ peripheral nerve involvement as evidenced by absence of sensory disturbance; and
  - (iii) characteristic electromyogram and muscle biopsy findings.

No benefit will be payable under this Covered Event before the Person Covered has reached the age of twelve (12) years next birthday.

- (36) "Occupationally Acquired Human Immunodeficiency Virus (HIV) Infection" : Infection with the Human Immunodeficiency Virus (only if the You and/or Person Covered is a Medical Staff as defined below), where it was acquired as a result of an accident occurring during the course of carrying out normal occupational duties with seroconversion to HIV infection occurring within six (6) months of the accident. Any accident giving rise to a potential claim must be reported to Us within thirty (30) days of the accident taking place supported by a negative HIV test taken within seven (7) days of the accident.

"Medical Staff" is defined as doctors (General Physicians and Specialists), traditional practitioners, nurses, paramedics, laboratory technicians, dentists, dental nurses, ambulance workers who are working in a medical centre or hospital or dental clinic/polyclinic in Malaysia. Doctors, traditional practitioners, nurses and dentists must be registered with the Ministry of Health of Malaysia.

- (37) "Paralysis of Limbs" : Total, permanent and irreversible loss of use of both arms or both legs, or of one arm and one leg, through paralysis caused by illness or injury. A minimum Assessment Period of six (6) months applies.

- (38) "Parkinson's Disease – resulting in permanent inability to perform Activities of Daily Living" : A definite diagnosis of Parkinson's Disease by a neurologist where all the following conditions are met:
- (i) Cannot be controlled with medication;
  - (ii) Shows signs of progressive impairment; and
  - (iii) Confirmation of the permanent inability of the Person Covered to perform without assistance three (3) or more of the Activities of Daily Living.

Only idiopathic Parkinson's Disease is covered. Drug-induced or toxic causes of Parkinsonism are not covered.

- (39) "Poliomyelitis" : The occurrence of Poliomyelitis where the following conditions are met:
- Poliovirus is identified as the cause,
  - Paralysis of the limb muscles or respiratory muscles must be present and persist for at least three (3) months.

- (40) "Primary Pulmonary Arterial Hypertension – of specified severity" : A definite diagnosis of 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 NYHA classification of cardiac impairment.

Pulmonary arterial hypertension resulting from other causes shall be excluded from this benefit.

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.

- (41) "Progressive scleroderma" : A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following are excluded:

Localised scleroderma (linear scleroderma or morphea);  
Eosinophilic fasciitis; and  
CREST syndrome.

- (42) "Rabies" : An infection by Rabies virus associated with all of these following signs and symptoms of Rabies, namely muscle fasciculations, delirium, psychosis, seizures and aphasia.

This benefit will not be payable if the Person Covered undergoes only the prophylactic post exposure vaccination, without having developed the aforementioned symptoms.

- (43) "Serious Coronary Artery Disease" : The narrowing of the lumen of Right Coronary Artery (RCA), Left Anterior Descending Artery (LAD) and Circumflex Artery (not inclusive of their branches) occurring at the same time by a minimum of sixty percent (60%) in each artery as proven by coronary arteriography (non- invasive diagnostic procedures are not covered). A narrowing of sixty percent (60%) or more of the Left Main Stem will be considered as a narrowing of the Left Anterior Descending Artery (LAD) and Circumflex Artery. This Covered Event is payable regardless of whether or not any form of coronary artery surgery has been performed.

- (44) "Severe Eisenmenger's Syndrome" : Eisenmenger's Syndrome shall mean the occurrence of a reversed or bidirectional shunt as a result of pulmonary hypertension, caused by a heart disorder.

All of the following criteria must be met:

- (i) Presence of permanent physical impairment classified as NYHA IV;
- (ii) The Diagnosis of Eisenmenger's Syndrome and the level of physical impairment must be confirmed by a cardiologist.

The NYHA classification of cardiac impairment for Class III and Class IV means the following:-

Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnea, or anginal pain.

Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.

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.

(45) "Severe Haemophilia" : The Person Covered must be suffering from severe hemophilia A (VIII deficiency) or hemophilia B (IX deficiency) with factor VIII or factor IX activity levels less than one percent (1%). Diagnosis must be confirmed by a qualified haematologist. The coagulation-disease other than hemophilia A (VIII deficiency) or hemophilia B (IX deficiency) are not covered.

(46) "Stroke – resulting in permanent neurological deficit with persisting clinical symptoms" : Death of brain tissue due to inadequate blood supply, bleeding within the skull or embolization from an extra cranial source resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis must be based on changes seen in a CT scan or MRI and certified by a neurologist. A minimum Assessment Period of three (3) months applies.

For the above definition, the following are not covered:

- (i) transient ischemic attacks;
- (ii) cerebral symptoms due to migraine;
- (iii) traumatic injury to brain tissue or blood vessels; and
- (iv) vascular disease affecting the eye or optic nerve or vestibular functions.

(47) "Surgery to Aorta" : The actual undergoing of surgery via a thoracotomy or laparotomy (surgical opening of thorax or abdomen) to repair or correct an aortic aneurysm, an obstruction of the aorta or a dissection of the aorta. For this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

For the above definition, the following are not covered:

- (i) angioplasty;
- (ii) other intra-arterial or catheter based techniques;
- (iii) other keyhole procedures; and
- (iv) laser procedures.

(48) "Systemic Lupus Erythematosus with Severe Kidney Complications" : A definite diagnosis of Systemic Lupus Erythematosus confirmed by a rheumatologist.

For this definition, the Covered Event is payable only if it has resulted in Type III to Type V Lupus Nephritis as established by renal biopsy. Other forms such as discoid lupus or those forms with only haematological or joint involvement are not covered.

WHO Lupus Classification:

Type III: Focal Segmental glomerulonephritis

Type IV: Diffuse glomerulonephritis

Type V: Membranous glomerulonephritis

(49) "Terminal Illness" : The conclusive diagnosis of a condition that is expected to result in death of You/ Person Covered within twelve (12) months. You/ Person Covered must no longer be receiving active treatment other than that for pain relief. The diagnosis must be supported by written confirmation from an appropriate specialist and confirmed by Our appointed doctor.

(50) "Third Degree Burns – of specified severity" : Third degree (i.e. full thickness) skin burns covering at least twenty percent (20%) of the total body surface area.

**3. TERMINATION**

This Endorsement shall automatically be terminated on the earliest of the following dates:

3.1 when this Certificate is surrendered; or

3.2 when this Certificate lapses, becomes void or is terminated in any other manner;  
whichever occurs first.

**\*\*END OF PAGE\*\***

SAMPLE

## Great Eastern Takaful Berhad

### ENDORSEMENT

#### ENDORSEMENT NO. TE029 (T GST)

This endorsement forms part and parcel of the Certificate.

#### 1. GOODS AND SERVICES TAX

- 1.1 In this Clause:
  - 1.1.1 "GST" means the goods and services tax.
  - 1.1.2 "GST Act" means the Goods and Services Tax Act 2014 and shall include any by-laws, instruments, orders, rules and regulations made thereunder.
  - 1.1.3 Unless otherwise defined herein, the terms used in this endorsement shall have the same meaning as defined in GST Act.
- 1.2 This Clause shall only apply upon the implementation of the GST Act in Malaysia which may be revised by the Takaful Operator from time to time towards compliant with the prevailing GST Act at the material time.
- 1.3 Unless otherwise expressly specified in this Certificate, the contribution or additional contribution or other sums payable or consideration to be provided by You under or in connection with this Certificate is exclusive of GST ("GST-exclusive consideration").
- 1.4 If this Certificate is a taxable supply which is chargeable under GST Act, You are obliged to pay the Takaful Operator the GST payable on that supply at the prevailing GST rate. This obligation covers Your liability under this Certificate (including any rider, supplementary benefits, reinstatement or variation made to this Certificate), and includes contribution, additional contribution, other sums payable or consideration for any other taxable supply.
- 1.5 If an adjustment arises in connection with any taxable supply made or deemed to be made under or in connection with this Certificate, the amount of GST payable for such taxable supply will be recalculated to reflect the adjustment event and the payment for the difference thereof will be made by You to the Takaful Operator or by the Takaful Operator to You, as the case may be.
- 1.6 If a party must reimburse the other party for a cost or expense, the amount to be reimbursed shall be calculated net of any GST input tax credits that the party seeking reimbursement is entitled to in respect of the cost or expense incurred, on the basis the reimbursement is subject to GST.

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