

## **DEFINITIONS**

In this Takaful Certificate:

**“Accident”** means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of bodily Injury.

**“Any One Disability”** means the periods of Confinements that are due to the same or related Disability or any complications arising from it shall be regarded as one (1) Confinement if each period of Confinements is not separated by more than ninety (90) days from the date of discharge for the preceding Confinement.

**“Certificate Anniversary”** means the same date each year as the Certificate Date.

**“Certificate Date”** means the date as shown in the Certificate Information Page is the date from where Certificate Anniversaries, Certificate Years, Certificate months and Contribution due dates are determined.

**“Certificate Year”** means the twelve (12) months duration between two (2) Certificate Anniversaries.

**“Clinic”** means any lawfully operated establishment which is operated for the treatment of injured or ill-patients and provides facilities for diagnosis, minor surgery and dispensing facilities. Such an establishment must be operated by a Physician who is fully registered with the legally recognised medical council of the country.

**“Close Associate”** means any individual closely connected to the Entity, either socially or professionally.

**“Confinement”** means admission of a Person Covered in a Hospital as an In-Patient for a minimum period of six (6) hours upon the recommendation of a Physician and continuously stays in the Hospital before his discharge.

**“Contribution”** means the amount of money that You pay to Us to participate in this Takaful Certificate as shown in the Certificate Information Page.

**“Covered Injury”** means Injury occurring after the Issue Date or Commencement Date of this Takaful Certificate, whichever is later.

**“Dentist”** means a person who is duly licensed or registered to practice dentistry in the geographical area in which a service is provided but excluding a Dentist who is the Person Covered himself.

**“Disability”** means a Sickness, Disease, Illness or the entire Covered Injuries arising out of a single or continuous series of causes.

**“Doctor” or “Physician” or “Surgeon”** means a registered medical practitioner qualified and licensed to practice western medicine and who, in rendering such treatment, is practicing within the scope of his licensing and training in the geographical area of practice but excluding a Doctor, Physician or Surgeon who is the Person Covered himself.

**“Eligible Expenses”** means Medically Necessary expenses incurred due to a covered Disability.

**“Emergency Treatment”** means treatment in the event whereby immediate medical attention for preservation of life or limb is required for a Disability which is sudden and severe, failing which will lead to life threatening situation or serious deterioration of health. We shall carefully assess a situation based on the expertise of Our medical team to determine whether the Disability qualifies as an emergency or not.

**“Endorsement”** means a variation made to the Takaful Certificate.

**“Entity”** means any individual, body, organisation, institution, establishment, operation that is:

- (a) sanctioned, prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations (“Sanctioned Entity”); or
- (b) employed, employs, trades, or conducts business with a Sanctioned Entity in any manner whatsoever.

**“Government Healthcare Facility”** means any facility used or intended to be used for the provision of healthcare services established, maintained, operated or provided by the Malaysian Government but excludes privatised or corporatised Malaysian Government healthcare facilities.

**“Hospital”** means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients and which:

- (i) has facilities for diagnosis and major surgery;
- (ii) provides twenty-four (24) hour a day nursing services by registered and graduate nurses;
- (iii) is under the supervision of a Physician; and
- (iv) is not primarily a Clinic; a place for alcoholics or drug addicts, a nursing, rest or convalescent home or a home for the aged or similar establishment.

**“Hospitalisation”** means admission to a Hospital as a registered In-Patient for Medically Necessary treatment of a covered Disability upon recommendation of a Physician. A patient shall not be considered as an In-Patient if the patient does not physically stay in the Hospital for the whole period of Confinement.

**“Injury”** means an abnormal bodily condition which is effected directly and independently of all other causes by violent, external, visible and accidental means only and independent of any other cause and is not therefore due to any illness or disease.

**“In-Patient”** means a Person Covered who is undergoing Confinement for a Disability as a registered resident bed patient using and being charged for the room and board facilities of the Hospital.

**“Intensive Care Unit”** or **“ICU”** means a section within a Hospital which is designated as an Intensive Care Unit by the Hospital and which is maintained on a twenty-four (24) hour basis solely for treatment of patients in critical condition and is equipped to provide special nursing and medical services not available elsewhere in the Hospital.

**“Issue Date”** or **“Commencement Date”** means the date when coverage under this Takaful Certificate takes effect. The Issue Date is shown in the Certificate Information Page and the Commencement Date is indicated in the relevant endorsement if the original terms and coverage of the Takaful Certificate are changed subsequently and is also the date of reinstatement of the Takaful Certificate in case of any reinstatement.

**“Ju’alah”** means the reward contract between You and Us whereby We will be entitled to fifty percent (50%) of the Surplus arising from the Participants’ Risk Fund as *ujrah* (performance fee) for managing the fund efficiently which results in the Surplus.

**“Major Organ/Bone Marrow Transplant”** means the receipt of a transplant of:

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

Other stem cell transplants are excluded.

**“Maturity Date”** means the date, as shown in the Certificate Information Page, upon which the Takaful Certificate matures.

**“Medically Necessary”** means a medical service which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered Disability; and
- (b) in accordance with standards of good medical practice, consistent with current standard of professional medical care, and proven medical benefits; and
- (c) not for the convenience of the Person Covered or the Physician, and unable to be reasonably rendered out of Hospital (if admitted as an In-Patient); and
- (d) not of an experimental, investigational or research nature, preventive or screening nature; and
- (e) for which the charges are fair and considered Reasonable and Customary Charges for the Disability.

**“Participants’ Risk Fund”** means the fund where *Tabarru’* is credited into and from which Takaful claim benefits are payable based on the concept of solidarity, brotherhood and cooperation among the participants. No benefits will be payable from this fund upon the Maturity Date of this Takaful Certificate. Based on the Shariah concept of *Tabarru’*, You will donate a portion of the Contribution into the Participants’ Risk Fund for the purpose of mutual help. The Participants’ Risk Fund is owned by a pool of participants and managed by Us for the purpose of claims payment on events covered under this Takaful Certificate. The expenses directly attributable for claims (e.g. investigation cost) and investment related expenses (e.g. transaction costs directly attributable to the acquisition of an investment asset of the Takaful fund) incurred at fund level, if any, will be charged under the Participants’ Risk Fund. The Surplus from the Participants’ Risk Fund, if any, will be determined and declared at the end of every financial year by Us. The Surplus will be distributed proportionally to You in accordance to Your *Tabarru’* allocation provided that no benefit has been paid to You from the Participants’ Risk Fund under this Takaful Certificate whilst it is in force in a particular financial year. Applying the *Ju’alah* contract, We will be entitled to earn fifty percent (50%) of the distributable Surplus as *ujrah* (performance fee) for managing the fund efficiently which result in the Surplus. The remaining portion of the Surplus will be distributed to You. If there is a deficit in the Participants’ Risk Fund, We will make good of the deficiency from Our fund under the Shariah principle of *Qard* (interest-free loan). This amount will be recovered from future Surplus of the Participants’ Risk Fund prior to distribution.

**“Person Covered”** means the person, as specified in the Certificate Information Page, whose life this Takaful Certificate is effected.

**“Prescribed Medicines”** means medicines that are dispensed by a Physician, a registered pharmacist or a Hospital and which have been prescribed by a Physician or Specialist in respect of treatment for a covered Disability.

**“Qard”** means an interest-free loan provided by Us to the Participants’ Risk Fund in the event it becomes deficit and unable to pay the Takaful benefits to eligible participants. This amount will be recovered from future Surplus prior to distribution.

**“Reasonable and Customary Charges”** means charges for medical care which is medically necessary shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing within Malaysia according to 13th Schedule of the Private Healthcare Facilities and Services (Private Hospitals and Other Private Healthcare Facilities) (Amendment) Order 2013 and its subsequent amendments if any. Such charges when incurred, taking into consideration similar or comparable treatment, services or supplies to individual of the same gender and of comparable age of similar sickness, disease or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the Person Covered medical condition.

**“Registered Nurse”** means a nurse qualified and licensed to practice nursing within the scope of his licensing and training in the geographical area of practice, but excluding a Registered Nurse who is the Person Covered himself.

**“Relative”** means spouse, partner, sibling, child, parent or parent of the spouse or partner of the Entity. Sibling, child, parent or parent of the spouse or partner includes both biological and non-biological relationship.

**“Sickness, Disease or Illness”** means sickness, disease or illness occurring more than thirty (30) days after the Issue Date or Commencement Date of this Takaful Certificate, whichever is later. For this purpose, a Sickness, Disease or Illness has occurred when it has been investigated, diagnosed or treated or when its signs or symptoms have manifested which will cause an ordinary prudent person to seek diagnosis, care or treatment. If there is any conflict or discrepancy of opinions relating to the signs or symptoms of a Sickness, Disease or Illness and their manifestation between a Physician and the Person Covered, We will adopt and follow the Physician's professional opinion.

**“Specialist”** means a medical practitioner registered and licensed to practice western medicine in the geographical area of his practice where treatment takes place and who is classified by the appropriate health authorities as a person with superior and special expertise in specified fields of medicine, but excluding a Specialist who is the Person Covered himself.

**“Surgery”** means any of the following medical procedures:

- (a) To incise, excise or electrocauterise any organ or body part, except for dental services.
- (b) To repair, revise, or reconstruct any organ or body part.
- (c) To reduce by manipulation a fracture or dislocation.
- (d) Use of endoscopy to remove a stone or object from the larynx, bronchus, trachea, esophagus, stomach, intestine, urinary bladder, or urethra.

**“Surplus”** means the surplus arising from the Participants' Risk Fund after deducting the claims payable, statutory reserves and solvency capital requirements, if any. The Surplus, if any, is calculated and distributed annually.

**“Tabarru’ ”** means donation and is the contract applied among the participants where it refers to the net amount of the Contribution after the deduction of *Wakalah* fee. *Tabarru’* will take into effect when the amount is allocated into the Participants' Risk Fund for the purpose of mutual help and assistance to fellow participants in need. The *Tabarru’* rate is not guaranteed and You may need to top up the Contribution if the *Tabarru’* rate is revised.

**“Takaful”** means a mutual assistance scheme based on the principles of solidarity, brotherhood and cooperation. Each participant agrees to contribute (donate) into the Participants' Risk Fund as *Tabarru’* which will be used to assist each other in times of need.

**“Takaful Certificate”** or **“Certificate”** means the AIA i-Med Basic Takaful Certificate as it exists including any Endorsement made to it.

**“Wakalah”** means agency and it refers to the contract between You and Us that authorise Us to act on Your behalf to conduct the affairs of Takaful operations which includes underwriting, investment, certificate servicing and claims processing. We will take a portion of the Contribution as *Wakalah* fee in return for these services. In performing the duties under the *Wakalah* contract, We may further delegate or engage another third party to perform certain tasks that are relevant for the Takaful operations.

**“We”, “Us”, “Our”** or **“AIA PUBLIC”** means AIA PUBLIC Takaful Bhd.

**“You”, “Your”, “Yourself”, “Participant”** or **“Owner”** means the person effecting this Takaful Certificate as shown in the Certificate Information Page.

Whenever the context requires, masculine form shall apply to feminine and singular term shall include the plural.

**SCHEDULE OF CERTIFICATE CHARGES AND CONTRIBUTION ALLOCATION**

The current charges on the Takaful Certificate are as follows:

**Tabarru'** The *Tabarru'* is deducted from the Contribution paid at a predefined portion and allocated into the Participants' Risk Fund for the purpose of mutual help and assistance to fellow participants in need.

We reserve the right to revise the *Tabarru'* and increase the Contribution for the Takaful Certificate by giving You at least a thirty (30) day written notice prior to the Certificate Anniversary.

**Wakalah Fee** The upfront fee is deducted in a percentage from the Contribution to be used to meet the management expenses in carrying out the affairs of Takaful business as per the *Wakalah* definition.

**Contribution Allocation** The percentage of the Contribution allocated towards the Participants' Risk Fund and *Wakalah* Fee is as follows:

Certificate Year	Allocation in percentage (%) of Contribution	
	<i>Wakalah</i> Fee*	Participants' Risk Fund Allocation ( <i>Tabarru'</i> )
All years	17.50%	82.50%

\**Wakalah* Fee is not allocated towards the Participants' Risk Fund.

## **FUND PROVISION**

### **PARTICIPANTS' RISK FUND**

Based on the Shariah concept of *Tabarru'*, You will donate a portion of the Contribution into the Participants' Risk Fund for the purpose of mutual help. Participants' Risk Fund is owned by a pool of participants and managed by Us for the purpose of claims payment on events covered under this Takaful Certificate. The expenses directly attributable for claims (e.g. investigation cost) and investment related expenses (e.g. transaction costs directly attributable to the acquisition of an investment asset of the Takaful fund) incurred at fund level, if any, will also be charged under the Participants' Risk Fund.

The Surplus from the Participants' Risk Fund will be determined and declared, if any, at the end of every financial year by Us. The Surplus will be distributed proportionally to You in accordance to Your *Tabarru'* allocation provided that no benefit has been paid to You from the Participants' Risk Fund under this Takaful Certificate whilst it is in force in a particular financial year.

Applying the *Ju'alah* contract, We will be entitled to earn at most fifty percent (50%) of the distributable Surplus as *ujrah* (performance fee) for managing the fund efficiently which result in the Surplus. The remaining portion of the Surplus will be distributed to You.

If there is a deficit in the Participants' Risk Fund, We will make good of the deficiency from Our fund under the principle of *Qard* (interest-free loan). This amount will be recovered from future Surplus prior to distribution.

**AIA i-MED BASIC PROVISIONS**

Your Takaful Certificate is called AIA i-Med Basic. This Certificate is a It is a regular contribution hospital and surgical Takaful Plan which expires on the Maturity Date as stated on the Certificate Information Page. Contribution shall be payable until the Contribution ceased date stated on the Certificate Information Page or upon the termination of this Takaful Certificate, whichever occurs earlier.

Your Takaful Certificate provides the following benefits subject to the terms and conditions stated below.

**BENEFITS**

We will pay the following benefits from the Participants' Risk Fund if the Person Covered undergoes Confinement or Surgery due to a Disability subject to the applicable benefit plan and the terms and conditions stated below:

**SCHEDULE OF BENEFITS**

No	Benefit Limits	Plan
1	<b>Hospital Room and Board</b> (120 days maximum per Certificate Year and daily maximum not to exceed amount as shown)	RM100
2	<b>Intensive Care Unit Benefit</b> (120 days maximum per Certificate Year)	As charged, subject to Annual Limit and Lifetime Limit
3	<b>In-Hospital Related Fees Benefit</b> <ul style="list-style-type: none"> <li>• Hospital Supplies and Services</li> <li>• Surgical Fees Benefit</li> <li>• Operating Theatre Fees</li> <li>• Anesthetist's Fees</li> <li>• In-Hospital Physician's Visit (maximum 2 visits per day per Physician)</li> </ul>	
<b>&lt;Deductible Amount/Co-Takaful&gt;</b>		<b>&lt;RM300 per Any One Disability/5% Co-Takaful, up to RM1,000 per Certificate Year&gt;</b>
<b>Annual Limit</b>		RM20,000
<b>Lifetime Limit</b>		RM80,000
Note: All figures shown in the Schedule of Benefits above are in Ringgit Malaysia (RM) unless stated otherwise.		

**1. HOSPITAL ROOM AND BOARD BENEFIT**

We shall reimburse You the Reasonable and Customary Charges for room accommodation and meals incurred for a Medically Necessary Confinement as an In-Patient in a Hospital. The amount of benefit payable shall be equal to the actual charges charged by the Hospital during the Person Covered's Confinement and shall not be more than the rate of the Room and Board Benefit for any one day, the maximum number of days, the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits. The Person Covered will only be entitled to this benefit while confined to a Hospital as an In-Patient.

**2. INTENSIVE CARE UNIT (ICU) BENEFIT**

We shall reimburse You the Reasonable and Customary Charges for actual room and board incurred for a Medically Necessary Confinement as an In-Patient in the ICU of the Hospital. This amount of benefit payable shall be equal to the actual charges charged by the Hospital, subject to the maximum number of days, the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits. Where the period of Confinement in an ICU exceeds the maximum number of days stated in the Schedule of Benefits, reimbursement will be restricted to the standard Hospital Room and Board Benefit per day.

No Hospital Room and Board Benefits will be payable for the same Confinement period where daily ICU Benefit is payable.

**3. IN-HOSPITAL RELATED FEES BENEFIT**

We shall reimburse You the Reasonable and Customary Charges incurred for Medically Necessary In-Hospital Related Fees stated below. All In-Hospital Related Fees Benefit payable shall be limited to the Annual Limit and Lifetime Limit as stated in the Schedule of Benefits.

**i. HOSPITAL SUPPLIES AND SERVICES**

We shall reimburse You the Reasonable and Customary Charges incurred for the following Medically Necessary Hospital Supplies and Services:

- (a) General nursing;
- (b) Prescribed and consumed drugs and medicines;
- (c) Dressings, splints, plaster casts, x-ray;
- (d) Laboratory examinations, electrocardiograms;
- (e) Physiotherapy; acupuncture;
- (f) Basal metabolism tests;
- (g) Intravenous injections and solutions;
- (h) Administration of blood and blood plasma and including the cost of blood and plasma;
- (i) Ambulance Fee incurred for necessary domestic land ambulance services (inclusive of attendant) to and/or from the Hospital of Confinement. Payment will not be made if the Person Covered is not hospitalised and is subject to the limit not exceeding the Hospital Room and Board Benefit per day for any Disability

**ii. SURGICAL FEES BENEFIT**

We shall reimburse You the Reasonable and Customary Charges for the Medically Necessary Surgery performed by the Specialist or Surgeon when the Person Covered is hospitalised as a registered In-Patient.

If any surgical procedure is performed and Surgical Fees are payable, We shall also pay the benefits as stated in clauses iii and iv below.

**iii. OPERATING THEATRE FEES BENEFIT**

We shall reimburse You the Reasonable and Customary Charges made by the Hospital for the use of the operating theatre and equipment related to the surgical procedure.

**iv. ANAESTHETIST FEES BENEFIT**

We shall reimburse You the Reasonable and Customary Charges by the anaesthetist for the Medically Necessary administration of anaesthesia.

**v. IN-HOSPITAL PHYSICIAN VISIT BENEFIT**

We shall reimburse You the Reasonable and Customary Charges by each Physician for Medically Necessary visiting an In-Patient, subject to a maximum of two (2) visits per day per Physician as stated in the Schedule of Benefits.



## **ANNUAL LIMIT**

Benefits payable in respect of expenses incurred for Hospitalisation, treatment, Surgery and medical services provided to the Person Covered during the period of coverage shall be limited to the Annual Limit as stated in the Schedule of Benefits for any one (1) Certificate Year irrespective of the type/types of Disability. In the event the Annual Limit is fully utilised, all coverage for the Person Covered under this Takaful Certificate shall immediately cease to be payable for the remaining Certificate Year.

## **LIFETIME LIMIT**

The maximum amount of benefits payable under this Takaful Certificate shall not exceed the Lifetime Limit stated in the Schedule of Benefits. In the event the Lifetime Limit is fully utilised, all coverage for the Person Covered under this Takaful Certificate shall immediately cease.

## **DEDUCTIBLE AMOUNT**

This is a fixed amount that You must first pay regardless of the total Eligible Expenses incurred under the Schedule of Benefits for Any One Disability. We will reimburse the Eligible Expenses in excess of the Deductible Amount as stated in the Schedule of Benefits for Any One Disability.

## **CO-TAKAFUL AMOUNT**

This is a cost sharing arrangement under which You must bear a portion of the Eligible Expenses according to the percentage and limit stated in the Schedule of Benefits. We shall reimburse the balance of the Eligible Expenses up to the limit stated in the Schedule of Benefits.

The Co-Takaful requirement shall be waived for certain circumstances including:

- a) Emergency Treatment, including in Accident cases; or
- b) Treatment sought at a Government Healthcare Facility.

## **OTHER CONSIDERATION UPON PAYMENT OF CLAIMS**

We shall only pay the remaining Eligible Expenses incurred for any Confinement and/or Surgery if the Person Covered:

- (i) receives any reimbursement from any other Takaful certificate/insurance policy provided by other Takaful operator/insurer; and/or
- (ii) receives compensation due under any law provided by any government; and/or
- (iii) receives any reimbursement or benefits from any medical program provided by Us as employment benefits; and/or
- (iv) receives any reimbursement from other Takaful certificate/insurance policy covering any Disability covered by Us.

## **OVERSEAS TREATMENT**

If the Person Covered elects to or is referred to be treated outside Malaysia by the attending Physician, benefits in respect of the treatment shall be limited to the Reasonable and Customary and Medically Necessary Charges for such equivalent local treatment in Malaysia and shall exclude the cost of transport to the place of treatment. All documents in a language other than English and Bahasa Malaysia must be submitted together with certified translations. The Consular or the translation agency shall certify the translation (English) to be a true and correct version of the originals.

We reserve the right to determine whether the fee limit for any particular Hospital/medical charge is a Reasonable and Customary Charge with reference to Malaysian economic and market data.

## **RESIDENCE OVERSEAS**

No benefit whatsoever shall be payable for any medical treatment received by the Person Covered outside Malaysia apart from Singapore and Brunei if the Person Covered resides or travels outside Malaysia for more than ninety (90) consecutive days.

## **EXCLUSIONS**

This Takaful Certificate does not cover any Hospitalisation, Surgery or charges caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

1. Pre-Existing Illness:

**“Pre-Existing Illness”** shall mean Disabilities that exist prior to the Issue Date or Commencement Date of this Takaful Certificate, whichever is later, and that the Person Covered/You has reasonable knowledge of. A Person Covered/You may be considered to have reasonable knowledge of a pre-existing illness where the condition is one for which:

- (a) the Person Covered had received or is receiving treatment; or
- (b) medical advice, diagnosis, care or treatment has been recommended; or
- (c) clear and distinct symptoms are or were evident; or
- (d) its existence would have been apparent to a reasonable person in the circumstances.

2. Specified Illness:

Treatment or Surgery for Specified Illness until the Person Covered has been continuously covered under this Takaful Certificate for a period of one hundred and twenty (120) days immediately preceding such treatment or Surgery.

**“Specified Illnesses”** shall mean the following Disabilities and its related complications:

- (a) Hypertension, diabetes mellitus and Cardiovascular disease;
- (b) All tumours, cysts, nodules, polyps in any part of the body systems;
- (c) Stones of the urinary system and biliary system;
- (d) All ear, nose (including sinuses) and throat conditions;
- (e) Hernias, haemorrhoids, fistulae, hydrocele, varicocele;
- (f) Endometriosis including disease of the reproduction system;
- (g) Vertebro-spinal disorders (including disc) and knee conditions.

3. Any medical or physical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months from the time of birth. They will include hernias of all types and epilepsy except when caused by a trauma which occurred after the date that the Person Covered was continuously covered under this Takaful Certificate and any congenital or hereditary conditions which has manifested or was diagnosed before the Person Covered attains seventeen (17) years of age.
4. Any Disability caused by self-destruction, intentional self-inflicted injuries, willful exposure to danger or any attempt of self-destruction while sane or insane.
5. War, declared or undeclared, strikes, riots, civil war, revolution or any warlike operations.
6. Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order.

7. Any violation or attempted violation of the law or resistance to arrest.
8. Pregnancy, miscarriage or child birth.
9. Mental or nervous disorders, treatment of alcoholism, or drug abuse or any other complications arising from it or any drug accident not prescribed by a treating Doctor.
10. Elective/Plastic/Cosmetic surgery, circumcision (except circumcision due to infection), eye examination/elective surgery for visual impairments due to nearsightedness, farsightedness or astigmatism or radial keratotomy; all corrective glasses, contact lenses and intraocular lens (except monofocal intraocular lenses in cataract surgery) or the use or acquisition of external prosthetic appliances or devices such as artificial limbs, hearing aids, and prescriptions.
11. Any form of dental care or Surgery unless necessitated by injury but excluding the replacement of natural teeth, placement of denture and prosthetic services such as bridges and crowns or their replacement.
12. Hospitalisation primarily for investigatory purposes, diagnosis, X-ray examination, general physical or medical examinations, not incidental to treatment or diagnosis of a covered Disability or any treatment which is not Medically Necessary and any preventive treatments, preventive medicines or examinations carried out by a Physician, vitamins/food supplements and treatments specifically for weight reduction or gain.
13. Any treatment or investigation which is not Medically Necessary, or convalescence, custodial or rest care.
14. Any medical or physical conditions arising within the first thirty (30) days of the Issue Date or Commencement Date of this Takaful Certificate, whichever is later, except for Covered Injury.
15. Ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from process of nuclear fission or from any nuclear weapon material.
16. Expenses incurred for donation of any body parts or organ by the Person Covered and acquisition of the organ including all costs incurred by the donor during organ transplant and its complications. We will only reimburse the Reasonable and Customary Charges incurred on Major Organ/Bone Marrow Transplant Surgery for the Person Covered being the recipient, limited to once per lifetime.

## **GENERAL PROVISIONS**

### **THE TAKAFUL CERTIFICATE**

This Takaful Certificate is issued in consideration of the payment of Contribution as specified in the Certificate Information Page and pursuant to:

- (i) the answers given by You in Your application or any subsequent questionnaires given by Us on any matters relating to Your application and any disclosures made by You between the time of submission of Your application and the time this contract is entered into; and
  - (ii) medical reports and any other reports and questionnaires,
- (collectively referred to as 'the Material Information')

and such Material Information shall form part of this Takaful Certificate 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.

If You are required by Us, before this Takaful Certificate is renewed or varied, to answer any questions or if You are required to confirm or amend any matter previously disclosed by You to Us in relation to this Takaful Certificate, it is Your duty to take reasonable care not to make a misrepresentation when answering the questions or confirming or amending any matter previously disclosed.

You must inform Us of any change to the information given to Us in Your answers or in respect of any matter previously disclosed to Us in relation to the Takaful Certificate if such changes had taken place after You have submitted the application for renewal or variation but before the Takaful Certificate is renewed or varied.

The terms and conditions of this Takaful Certificate cannot be changed or waived except by an Endorsement duly signed by Our Chief Executive Officer or Registrar.

### **MISMANAGEMENT OR NEGLIGENCE**

In the event of mismanagement or negligence on Our part which adversely affected You, We shall undertake to compensate for any loss or damage suffered by You as a result of the occasion either in monetary or other forms of compensation which is deemed appropriate.

Negligence and mismanagement may include, but not limited to, the following:

- (a) failure or inadequacy of control which leads to internal fraud; or
- (b) deliberate failure to perform Our obligations under this Takaful Certificate; or
- (c) inadequacy in controls and monitoring of the operations of the Takaful business; or
- (d) improper supervision,

or any similar circumstances thereof.

### **INDISPUTABILITY AND MISREPRESENTATION**

We shall not dispute the validity of this Takaful Certificate after it has been in force during the lifetime of the Person Covered for a period of more than two (2) years from the Issue Date or Commencement Date, whichever is later. However, if We can show that there is a suppression of Material Information or a statement by You/Person Covered on a material matter was inaccurate, false, misleading and it was fraudulently made or omitted, We shall have the right to:

- i) void this Takaful Certificate accordingly and refuse all claims, in which case We shall refund the Contributions paid without profit. This payment shall be a complete and valid discharge of any liability under this Takaful Certificate; or
- ii) take any necessary remedies in accordance with the Islamic Financial Services Act 2013.

Where the Takaful Certificate has been in force during the lifetime of the Person Covered for two (2) years or less from the Issue Date or Commencement Date, whichever is later, and the misrepresentation was found to be carelessly or innocently or deliberately or recklessly made, We shall have the right to:

- i) void this Takaful Certificate accordingly and refuse all claims, in which case We shall refund the Contributions paid without profit. This payment shall be a complete and valid discharge of any liability under this Takaful Certificate; or
- ii) take any necessary remedies in accordance with the Islamic Financial Services Act 2013.

#### **MISSTATEMENT OF AGE AND GENDER**

This Takaful Certificate is issued at the age shown on the Certificate Information Page which is the Person Covered's declared age for his or her last birthday in the application. If at the time of any claim, the age or gender of the Person Covered is found to have been misstated, then We shall make adjustments based on the following:

- (a) If the Contribution based on the correct age or gender of the Person Covered is higher than the Contribution that have been paid, We shall reduce the benefits payable under this Takaful Certificate by the differences between the actual Contribution paid and the Contribution which should have been paid for the Takaful Certificate; or
- (b) If the Contribution based on the correct age or gender of the Person Covered is lower than the Contribution that have been deducted, the difference in the Contribution will be refunded to You without profit.

#### **GOVERNING LAW**

This Takaful Certificate shall be governed by the laws of Malaysia and the Courts of Malaysia shall have the exclusive jurisdiction in respect of any claims arising out of or in relation to this Takaful Certificate.

#### **UPGRADED BENEFITS**

If the eligible benefits to any Person Covered under the terms of this Takaful Certificate are increased while it is in force or at the time of renewal or replacement and if such, shall have been afflicted with a Disability prior or at the time the benefits were increased, the limits of benefits payable in respect of such Disability shall not exceed the limit of benefits prior to the date the benefits were upgraded.

#### **CONVERSION CERTIFICATES**

If the eligible benefits provided under this Takaful Certificate shall have been converted from an existing coverage of an Inner Limits to an As Charged/Full Reimbursement coverage and if such Person Covered shall have been afflicted with a Disability prior or at the time the benefits were converted, the benefits payable in respect of the Disability shall be in accordance with the Schedule of Benefits prior to the date the eligible benefits were converted.

**"Inner Limits"** means benefits that are of restrictive covered amount which may be found in benefit items like Surgical Benefits such as Surgeon's fee, Operations Theatre Fees Benefit and Hospital Supplies and Services as applicable.

**"As Charged/Full Reimbursement"** means benefits where the claimable amount can be up to the actual amount but not exceeding the limits provided under the Takaful Certificate.

#### **SUBROGATION**

If We shall become liable for any payment under this Takaful Certificate, We shall be subrogated to the extent of such payment to all the rights and remedies of the Person Covered against any party and shall be entitled, at Our own expense, to sue in the name of the Person Covered. The Person Covered shall give or cause to be given to Us all such assistance in his or her power as We shall require to secure the rights and remedies and, at Our request, shall execute or cause to be executed all documents necessary to enable Us to effectively to bring suit in the name of the Person Covered.

## **CURRENCY**

All amounts payable either to or by Us will be paid in the currency shown on the Certificate Information Page.

## **FREEDOM FROM RESTRICTIONS**

Unless otherwise specified, this Takaful Certificate is free from any restrictions upon the Person Covered as to travel, residence or occupation.

## **ALTERATION**

We reserve the right to amend the terms and provisions of this Takaful Certificate by giving a thirty (30) day prior notice in writing and such amendment will be applicable from the next renewal of this Takaful Certificate. No alteration to this Takaful Certificate shall be valid unless authorized by Us and such approval is endorsed thereon.

If the Person Covered intends to make any alteration or waive any provisions in this Takaful Certificate, the said alteration or waiver has to be made by an Endorsement. The Endorsement has to be signed by Our Chief Executive Officer or Registrar.

We may request the Person Covered to forward this Takaful Certificate to Us to give effect to any Endorsement.

## **CERTIFICATION, INFORMATION AND EVIDENCE**

All certificates, information, medical reports and evidence as required by Us shall be furnished at the expense of the Person Covered and in such a form that We may require. In any event all notices which We shall require the Participant to give must be in writing and addressed to Us. The Person Covered shall, at Our request and expense, submit to a medical examination whenever such is deemed necessary.

## **CONDITION PRECEDENT TO LIABILITY**

The due observance and the fulfillment of the terms, provisions and conditions of this Takaful Certificate by the Person Covered/You in so far as they relate to anything to be done or complied with by the Person Covered/You shall be conditions precedent to any Our liability.

## **LEGAL PROCEEDINGS**

No action at law or in equity shall be brought to recover on this Takaful Certificate prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Takaful Certificate. If the Person Covered/You shall fail to supply the requisite proof of loss as stipulated by the terms, provisions and conditions of the Takaful Certificate, the Person Covered/You may, within a grace period of one (1) calendar year from the time that the written proof of loss to be furnished, submit the relevant proof of loss to Us with cogent reason(s) for the failure to comply with the terms, provisions and conditions.

## **ARBITRATION**

All differences arising out of this Takaful Certificate shall be referred to an arbitrator who shall be appointed in writing by the parties in difference. In the event they are unable to agree on who is to be the arbitrator within one (1) month of being required in writing to do so then both parties shall be entitled to appoint an arbitrator each who shall proceed to hear the differences together with an umpire to be appointed by both arbitrators. However this is provided that any disclaimer of liability by Us for any claim hereunder must be referred to an arbitrator within twelve (12) calendar months from the date of such disclaimer.

## **CURRENCY OF PAYMENT**

All payments under this Takaful Certificate shall be made in the legal currency of Malaysia. Should any payment requested by the Person Covered/You to be payable in any other currency, then such amount shall be payable in the demand currency as may be purchased in Malaysia at the prevailing currency market rates on the date of the claim settlement.

## **PERIOD OF COVER AND RENEWAL**

This Takaful Certificate will be renewable on each Certificate Anniversary by payment of the Contribution in advance at the Contribution rate determined by Us at the time of renewal, subject to the terms and conditions of this Takaful Certificate.

The Contribution payable for this Takaful Certificate is not guaranteed and We reserve the right to revise it at the time of such renewal by giving You a thirty (30) day prior notice in writing. The revised Contribution will be applicable from the next renewal of this Takaful Certificate.

Any revision to the Contribution shall be applicable to all participants irrespective of their claim experience according to Our risk assessment.

This Takaful Certificate is renewable until the occurrence of any of the following:

- (a) if the Takaful Certificate becomes matured, terminated, lapsed or is surrendered; or
- (b) fraud or misrepresentation of material fact during application; or
- (c) this Takaful Certificate is cancelled at Your request; or
- (d) upon the death of the Person Covered; or
- (e) if the Lifetime Limit as stated in the Schedule of Benefits has been fully utilised; or
- (f) the Person Covered attains the coverage age limit specified; or
- (g) We completely withdraw the plan in accordance with the Portfolio Withdrawal Condition clause.

## **PAYMENT OF BENEFITS**

All benefits are payable to You. If You die before the settlement of the claim, the benefits shall be paid to Your legal personal representatives. Such payment is deemed to be good discharge of the monies payable under this Takaful Certificate.

We reserve the right to request for further evidence, medical report or conduct medical history check before the benefits are payable to You.

## **CLAIMS PROCEDURES**

- (i) The Person Covered shall, within thirty (30) days from the date of discharge that incurs claimable expenses, give written notice to Us stating full particulars of such event, including all original bills and receipts, and a full Physician's report stipulating the diagnosis of the condition treated and the date the Disability commenced in the Physician's opinion and the Physician's summary of the cost of treatment including medicines and services rendered. Failure to provide such notice within the time allowed shall not invalidate any claim if it is shown not to have been reasonably possible to provide such notice and that such notice was given as soon as was reasonably possible.
- (ii) The Person Covered shall immediately obtain and act on proper medical advice and We shall not be held liable if a treatment or service becomes necessary due to failure of the Person Covered to do so.

## **INCOMPLETE CLAIM**

Claims are not deemed complete and eligible benefits are not payable unless all bills for such claims have been submitted and agreed upon by Us.

## OTHER CLAIMS CONSIDERATIONS

### Claims Flow Over Certificate Year

If a period of Confinement or any other related Hospitalisation expenses flow into the next Certificate Year, the benefits to be reimbursed will be apportioned on the basis of the actual itemized expenses incurred on a daily basis in the relevant Certificate Year.

If there is no itemization of the expenses by daily breakdown, such expenses shall be apportioned as percentage of the actual days (including day of admission) of Confinement for each respective Certificate Year.

In no situations will the benefit limit exceed those as stipulated in the Schedule of Benefits of this Takaful Certificate and evidence of Hospitalisation is required.

### PROOF OF TREATMENT AND HOSPITALISATION

Affirmative proof of Hospitalisation and/or Surgery in such form as We may prescribe must be furnished to Us at the expense of the Person Covered/You within thirty (30) days after the date of leaving the Hospital together with the Hospital's original statement of accounts and receipts.

### FREE LOOK PERIOD

You have the right to cancel this Takaful Certificate by giving Us a written notice. Such notice must be signed by You and received directly by Us within fifteen (15) days of Your e-certificate contract being made available on AIA's customer portal. The Contribution paid less any expenses which may have been incurred for any medical examination shall then be refunded to You without profit. You may not exercise the right to cancel this Takaful Certificate under this clause if We have incurred any claims under this Takaful Certificate during the Free Look Period.

### CERTIFICATE SURRENDER

While this Takaful Certificate is in force, You may surrender this Takaful Certificate by giving a written notice to Us.

Upon surrender, the unutilised *Tabarru'* from the Participants' Risk Fund and unearned *Wakalah* Fee will be refunded to You according to the mode of payment provided that no claim has been made during the current Certificate Year. This is not applicable for Takaful Certificate with monthly mode of payment.

Period Not Exceeding	Allocation in Percentage (%) of Contribution			
	Annually	Semi-annually	Quarterly	Monthly
15 days*	90%	80%	70%	No Refund
1 month	80%	70%	50%	
2 months	70%	50%	20%	
3 months	60%	30%	No refund	
4 months	50%	20%	50%	
5 months	40%	10%	20%	
6 months	30%	No refund	No refund	
7 months	25%	70%	50%	
8 months	20%	50%	20%	
9 months	15%	30%	No refund	
10 months	10%	20%	50%	
11 months	5%	10%	20%	
12 months	No refund	No refund	No refund	

\* Not applicable for the first Certificate Year. Refer to the Free Look Period clause.



## **TERMINATION**

All coverage under this Takaful Certificate shall automatically terminate upon the earliest occurrence of any of the following:

- (a) If the Takaful Certificate becomes matured, lapsed, or is surrendered; or
- (b) Upon the death of the Person Covered; or
- (c) Upon the Lifetime Limit as stated in the Schedule of Benefits has been fully utilised.

The payment or acceptance of any Contribution after the termination of the Takaful Certificate shall not create any liability on Our part but We shall refund any such Contribution without profit.

## **PORTFOLIO WITHDRAWAL CONDITION**

We reserve the right to cancel the portfolio as a whole if We decide to discontinue underwriting this product by giving a thirty (30) day prior written notice to the Person Covered/You.

## **SURPLUS DISTRIBUTION**

1. We will manage and invest the Participants' Risk Fund, where applicable, in accordance with the investment strategy that complies with Shariah principles. If there is any Surplus arising from the Participants' Risk Fund, You agree that We will receive fifty percent (50%) of it as incentive, on the basis of *Ju'alah*, while the balance fifty percent (50%) will be reserved for distribution amongst the participants subject to the term of this Takaful Certificate and any other prevailing regulations as determined by the authorities. The Surplus will be distributed to each participant in accordance to the *Tabarru'* contribution into the Participants' Risk Fund during that financial year.
2. Any Surplus attributable to You shall be shared proportionately provided always that the Your Takaful Certificate has not incurred any claim and/or has not received any benefits payable under each type of coverage under this Takaful Certificate whilst it is in force.

## **QARD**

In the event that the Participants' Risk Fund is insufficient to pay for its liabilities, We will make good of the deficiency under the principle of *Qard* (interest free loan). This amount will be repaid to Us from the Participants' Risk Fund without profit once the Participants' Risk Fund becomes sufficient, before any distribution of Surplus is made.

## **FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)**

In the event You have U.S. Indicia and fail, after request by Us, to provide such information, consent and/or assistance as We may, from time to time reasonably, require to allow Us to comply with Our contractual, legal and/or regulatory obligations under the United States Foreign Account Tax Compliance Act, including any required reporting to the Internal Revenue Service of information relating to You or beneficiaries (nominee or assignee, where applicable) in connection with this Takaful Certificate, We reserve the right and shall be entitled to take the necessary action which may include submitting the necessary reports, suspending Your account/Takaful Certificate, withholding the necessary monies to be remitted, terminating this Takaful Certificate and returning the cash value (if any) less any indebtedness in the event of such termination.

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

1. We shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states, and/or any other applicable economic or trade sanction laws or regulations.
2. We shall not provide cover for any risk and/or activity and shall not be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit is for and/or to any Entity and/or Relative/Close Associate of any Entity.

3. We may terminate this Takaful Certificate with immediate effect and shall not thereafter be required to transact any business with You in connection with this Takaful Certificate, including but not limited to, making or receiving any payments under this Takaful Certificate.

### **REGULATORY IMPOSED TAX AND FEES**

The Contribution to be paid by You to Us under this Takaful Certificate is exclusive of any Tax. In the event the We are required by applicable law to remit any Tax on the Contribution paid by You, We will calculate and collect from You any amount paid or payable under this Takaful Certificate on account of such Tax. Such amount as calculated by Us, shall be paid by You as additional to and without any deduction or set-off from the Contribution payable under this Takaful Certificate to Us. Tax is defined as any present or future, direct or indirect, tax including sales tax, service tax, any other tax of similar nature, levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalties in respect thereof imposed by the Government of Malaysia.

### **NOTICES AND CORRESPONDENCE**

1. Unless provided for, any notice, request, instruction or correspondence required or permitted to be given under this Takaful Certificate to Us or to You must be made in writing.
2. We shall send or personally deliver any notice, request, instruction or correspondence to Your last known address or electronic mail in Our records. It is conclusively deemed to be received:
  - (a) at the time of delivery in the case of personal delivery; or
  - (b) seven (7) days after the date of posting, if posted locally, and fourteen (14) days after the date of posting, if posted to an overseas address, in the case of post, whether registered or otherwise; or
  - (c) after twenty-four (24) hours from transmission in the case of electronic mail.

### **OTHER PROVISIONS**

1. Any illegality, invalidity or unenforceability of any clause of these General Provisions under the Malaysian law shall not affect the legality, validity or enforceability of any other provisions in this Takaful Certificate.
2. Our books and/or accounts shall be conclusive evidence of the state of accounts between the parties in this Takaful Certificate. Any certificate by any of Our officers as to the monies or liabilities for the time being due and remaining or incurred to Us by the Person Covered shall be binding and conclusive evidence on the Person Covered in all courts of law and elsewhere.
3. If We delay or fail to exercise any rights/remedies under this Takaful Certificate, it will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent Us from any other or further exercise of any other right/remedy. The rights and remedies provided in this Takaful Certificate are cumulative and not exclusive of any other rights/remedies (whether provided by law or otherwise).
4. This Takaful Certificate shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Our constitution.
5. The terms and conditions stated in this Takaful Certificate constitute the entire terms and conditions of this Takaful Certificate. No prior inconsistent representation or statement made in relation to this Takaful Certificate whether orally or in writing shall form part of this Takaful Certificate.
6. We reserve the right to alter the terms of this Takaful Certificate in such a way as We deem appropriate in the event of any change in the law or in the basis of taxation levy applicable to Us or this Takaful Certificate.
7. Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:
  - (a) All Contributions and requests for surrender or notification of claims must be received and accepted by a time period determined by Us.

- (b) Any reference to a “business day” is to a day (not being a Saturday, Sunday or a Public Holiday in Malaysia) on which banks, licensed to carry on banking business under the provisions of the Islamic Financial Services Act 2013, are 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.
- (c) Any transaction performed or to be performed must be performed by a time determined by Us on that business day for it to be considered as transacted on that business day. Otherwise, it would be deemed as transacted on the next business day.
- (d) The Certificate Information Page is an important part of this Takaful Certificate. If there is any conflict or discrepancy between any of the provisions of this Takaful Certificate, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Takaful Certificate, be resolved by giving the provisions contained in the clauses of the General Provisions priority and precedence over the provisions contained on the Certificate Information Page.

## **OWNERSHIP PROVISIONS**

### **THE PARTICIPANT**

You, as shown as the Participant in the Certificate Information Page, are the owner of this Takaful Certificate until changed. Only the Participant can, during the lifetime of the Person Covered, exercise all rights, privileges and options provided under this Takaful Certificate subject to any assignee's rights.

## **CONTRIBUTION PROVISIONS**

### **PAYMENT**

All Contributions for this Takaful Certificate are payable on or before their due dates to Us. We will issue an official receipt for each payment received. However, if You pay Your Contributions via credit/debit card or autodebit of Your bank account, We will not issue an official receipt for the payment. The validated deposit slip or Contribution deduction shown in either the credit/debit card statement or bank statement shall be considered as proof of payment.

### **CHANGE**

You may change the frequency of Contribution payments by submitting a written request to Us. Contributions may be paid on an annual, semi-annual, quarterly or monthly mode.

### **DEFAULT**

After payment of the first (1<sup>st</sup>) Contribution, failure to pay each subsequent Contributions on or before its due date will constitute as a default in Contribution payment.

### **GRACE PERIOD**

A Grace Period of thirty-one (31) days from the due date will be allowed for payment of each subsequent Contribution. This Takaful Certificate will remain in force during the Grace Period. If any claim arises during the Grace Period, any unpaid balance of the Contribution due shall be deducted from the proceeds payable under this Takaful Certificate. If any Contribution remains unpaid at the end of its Grace Period, this Takaful Certificate shall lapse and have no further value.

### **REINSTATEMENT**

If a Contribution is still in default after the stipulated Grace Period and if this Takaful Certificate has not been surrendered for its surrender value, this Takaful Certificate may be reinstated by Us before the Maturity Date of the Takaful Certificate subject to the following:

- (i) A written application is made by You to have this Takaful Certificate reinstated; and
- (ii) The Person Covered is within the allowable age limits as determined by Us at the time of reinstatement; and
- (iii) The Person Covered has to produce evidence of eligibility of Takaful coverage that is satisfactory to Us; and
- (iv) Payment of all overdue Contributions; and
- (v) Payment of any indebtedness outstanding at the material time; and
- (vi) Any reinstatement shall only cover loss or the covered event which occurs after the reinstatement date.

## **CERTIFICATE INFORMATION STATEMENT**

Your Family Takaful Certificate is a valuable piece of property and serves as a useful aid to assist Your family against potential uncertainties of the future.

You may not have time to familiarise Yourself with all the Certificate provisions but it is important that You know the unique benefits of this Takaful Certificate. This Certificate Information Statement is specially prepared in plain language to give You a better understanding of some of these benefits.

1. Your Contribution payment may only be made annually, semi-annually, quarterly or monthly. You may pay the Contributions in any of the following ways:
  - (a) Autodebit through credit or debit card; or
  - (b) Autodebit through banks as specified by Us; or
  - (c) Direct to Us.

If You pay Your Contribution via credit or debit card or autodebit, We will not send to You any prior notice that Your Contribution is due. No official receipt will be issued if payment is made by way of (a) or (b). The validated deposit slip or Contribution deduction shown in either the credit or debit card statement or bank statement shall be considered as proof of payment.

2. You may surrender this Takaful Certificate for the surrender value. However, it would not be to Your advantage if You were to surrender Your Takaful Certificate as the surrender value you may get is lesser than the amount that You have paid.
3. A copy of identity card is required upon request by Us for proof of age if the Person Covered's age has not been admitted.
4. It is important that You advise Us of any change in Your address.
5. You have the right to cancel this Takaful Certificate by returning it to Us together with a written notice and obtain a refund of the Contributions that You have paid less any expenses that We have incurred for medical examination (if any). Such notice must be signed by You and received directly by Us within fifteen (15) days after You have received the Takaful Certificate.
6. In case of any dispute arising from this Takaful Certificate, You may write to:

**AIA PUBLIC Takaful Bhd.**

Customer Care Unit  
Menara AIA, 99, Jalan Ampang,  
50450 Kuala Lumpur  
Care Line: 1-300-88-8922  
Tel: 03-2056 1111  
E-mail: my.complaint@aia.com  
Website: AIA.COM.MY

If there are disputes on Our final decision relating to this Takaful Certificate involving the amounts below RM250,000 and subject to the Financial Markets Ombudsman Service (FMOS) jurisdiction which is available at [www.fmos.org.my](http://www.fmos.org.my), You may refer the dispute to FMOS at the address stated below to resolve the dispute within six (6) months from the date of Our final decision:

**Financial Markets Ombudsman Services** (Reg. No: 200401025885)

(Formerly known as Ombudsman for Financial Services)  
Level 14, Main Block,  
Menara Takaful Malaysia  
No 4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: 03-2272 2811  
Website: [www.fmos.org.my](http://www.fmos.org.my)

If the dispute exceeds RM250,000 or if it does not come within FMOS's jurisdiction, You may refer to Bank Negara Malaysia for further enquiries at the following address:

**BNMLINK**

Jabatan Komunikasi Korporat  
Bank Negara Malaysia  
P.O Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-2174 1515  
Web Form: [bnmlink.bnm.gov.my](http://bnmlink.bnm.gov.my)

7. If You have any enquiries pertaining to Your Takaful Certificate, You may contact any of the AIA Customer Centres listed in AIA.COM.MY.
8. In the event of a claim under this Takaful Certificate, You are advised to notify Us immediately. You may refer to the relevant provisions in this Takaful Certificate for the detailed claims procedures.
9. Your interest as a Participant is protected under the Islamic Financial Services Act 2013 and regulated by Bank Negara Malaysia.

**Note:**

The above explanation is intended as an aid to Your understanding of the Certificate terms and is not to be taken or interpreted as an alteration or amendment of the Certificate provisions.