

## DEFINITIONS

In this Takaful Certificate:

“**Activities of Daily Living**” means 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.

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

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

“**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.

“**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.

“**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.

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

“**Participants’ Risk Fund**” or “**PRF**” 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.

**"Presumptive Disability"** means the occurrence of any of the following:

- (i) Total and irrecoverable loss of sight of both eyes; or
- (ii) Severance of two (2) limbs at or above the wrist or ankle; or
- (iii) Total and irrecoverable loss of sight of one (1) eye and loss by severance of one (1) limb at or above the wrist or ankle.

**"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.

**"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.

**"Sum Covered"** means the amount of the Takaful coverage of the Takaful Certificate when it is issued and is shown on the Certificate Information Page. If the Sum Covered is subsequently changed according to the terms and conditions of this Takaful Certificate, the amount after such alteration will become the Sum Covered.

**"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 PRF as *Tabarru'* which will be used to assist each other in times of need.

**"Takaful Certificate"** or **"Certificate"** means the AIA i-One Plan Takaful Certificate as it exists including any Endorsement made to it.

**"Total and Permanent Disability"** or **"Disability"** means complete and continuous inability of the Person Covered due to injury or sickness to perform or engage in any gainful work, occupation or business for which he is reasonably qualified or fitted by knowledge, training or experience.

In order for Us to determine the total and permanent character of the Person Covered's Disability, it is mandatory that the disability must be uninterrupted for at least six (6) months from its date of commencement except in cases of Presumptive Disability above where We immediately recognise the Disability as being Total and Permanent in nature.

If the Person Covered is unemployed or not engaged in any gainful work, occupation or business or had permanently retired at any time in the six (6) months before the Disability, the Person Covered will be deemed as totally and permanently disabled. This is provided that the Person Covered is unable to perform at least three (3) of the Activities of Daily Living as defined here either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.

We reserve the right to have the diagnosis of Total and Permanent Disability confirmed by Our appointed medical practitioner.

“**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 three (3) months prior written notice.

***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:

<b>Allocation in percentage (%) of Contribution</b>	
<b><i>Wakalah Fee</i>*</b>	<b>PRF Allocation (<i>Tabarru'</i>)</b>
40%	60%

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

## **FUND PROVISION**

### **PARTICIPANTS' RISK FUND (PRF)**

Based on the Shariah concept of *Tabarru'*, You will donate a portion of the Contribution into the PRF for the purpose of mutual help. PRF 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 PRF.

The Surplus from the PRF 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 PRF 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 an *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 PRF, 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 PRF's Surplus prior to distribution.

## **AIA i-ONE PLAN PROVISIONS**

Your Takaful Certificate is called AIA i-One Plan. This Certificate is a one-year term Family Takaful plan which expires on the Maturity Date as stated in the Certificate Information Page.

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

### **BENEFITS**

#### **Death Benefit**

If the Person Covered dies while this Takaful Certificate is in force, We shall pay to You, the nominee(s) or assignee(s) the Sum Covered from the Participants' Risk Fund. This Takaful Certificate shall then terminate upon payment of the Death Benefit.

#### **Total and Permanent Disability (TPD) Benefit**

If the Person Covered suffers Total and Permanent Disability while this Takaful Certificate is in force, We shall pay to You, the nominee(s) or the assignee(s) the Sum Covered from the Participants' Risk Fund. This Takaful Certificate shall then terminate upon payment of the TPD Benefit.

Any indebtedness on this Takaful Certificate at the time of payment of any benefit or proceeds shall be deducted from the amount otherwise payable under this Takaful Certificate.

### **EXCLUSIONS**

This Takaful Certificate does not cover any Total and Permanent Disability caused directly or indirectly, wholly or partly, by any one (1) of the following:

- (i) Wilful exposure to danger or attempted self-destruction or self-inflicted injuries while sane or insane; or
- (ii) Service in the armed forces in time of declared or undeclared war or while under orders for warlike operations or restoration of public order; or
- (iii) Entering, exiting, operating, servicing, or being transport by any aerial device or conveyance except when the Person Covered is on a commercial passenger airline on a regular schedule passenger trip over its established passenger route; or
- (iv) Any congenital defect which has manifested or was diagnosed before the Person Covered attains age seventeen (17); or
- (v) Disability resulting from any physical or mental condition which existed before the Issue Date or Commencement Date of the Takaful Certificate, whichever is later, which was not disclosed in the application or health statement.

## **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**

If We can show that there is a suppression of Material Information or a statement by You 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 Contribution 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.

If 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 Contribution 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.

#### **SUICIDE**

If the Person Covered, whether sane or insane, commits suicide while this Takaful Certificate is in force, Our liability shall be limited to the refund of the Contribution paid without profit. Thereafter, this Takaful Certificate shall terminate.

#### **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 paid, 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.

#### **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**

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.

#### **NOTICE OF CLAIM**

Immediate notice of claim must be given to Us in the event of death of the Person Covered and within six (6) months after the date of commencement of Total and Permanent Disability. Such notice given to Us with particulars sufficient to identify the Person Covered shall be deemed to be notice to Us. If the claimant fails to give immediate notice, We shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

**PROOF OF DEATH OR TOTAL AND PERMANENT DISABILITY**

We, upon receipt of such notice, will provide the claimant with the appropriate forms for filing proof of death or Total and Permanent Disability. If the forms are not given within fifteen (15) days, the claimant, by submitting written proof covering the occurrence and circumstance for which the claim is made shall be deemed to have complied with the requirements of this provision.

**FILING PROOF OF DEATH OR TOTAL AND PERMANENT DISABILITY**

Proof of death must be submitted to Us within ninety (90) days after the date of death and proof of Total and Permanent Disability must be submitted to Us within one (1) year after the date of commencement of Total and Permanent Disability.

**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 provided that no claim has been made.

<b>Period Not Exceeding</b>	<b>Allocation in Percentage (%) of Contribution</b>
15 days*	100%
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	25%
8 months	20%
9 months	15%
10 months	10%
11 months	5%
12 months	No refund

\* Subject 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 or is surrendered; or
- (b) Upon the death or Total and Permanent Disability of the Person Covered.

## **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, FEES ETC**

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 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.

### **THE NOMINEE**

1. You may nominate a natural person of sound mind to receive the monies payable under this Takaful Certificate upon the Person Covered's death. Nomination may be made at the time of the application or at any time after this Takaful Certificate has been issued by filing Our prescribed forms.
2. You shall have the right to revoke any such nominations and/or to name another nominee(s) by written notification to Us. Your written notification must be received and registered by Us during the Person Covered's lifetime.
3. The revocation and change of nominee(s) shall take effect from the date We receive the written notification.
4. Unless specifically provided otherwise, the interest of any nominee(s) who predeceases You shall vest in You as the Certificate Owner.
5. Payment of Takaful benefits under this Takaful Certificate in respect of nomination shall be made in accordance to the applicable laws.

### **CHANGE OF OWNERSHIP**

While this Takaful Certificate is in force, You may change the ownership of this Takaful Certificate and/or the nominee(s) by filing a written notice to Us. Such change is valid only if recorded by Us during the lifetime of the Person Covered and endorsed on this Takaful Certificate.

**CONTRIBUTION PROVISIONS**

**PAYMENT**

The Contribution for this Takaful Certificate is payable to Us on the date of participation. We will not issue an official receipt for the payment. The Contribution deduction shown in either the credit/debit card statement or bank statement shall be considered as proof of payment.

SAMPLE

## **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. If the Takaful Certificate provides a death benefit, the death benefit coverage will be payable to the nominee(s) if the Person Covered does not live to the Maturity Date of the Takaful Certificate.
2. Your Contribution payment may only be made annually. You may pay the Contribution in any of the following ways:
  - (a) Payment via credit or debit card; or
  - (b) Online banking.

No official receipt will be issued to You. 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.

3. 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.
4. 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.
5. You may nominate a person to receive monies from the Takaful Certificate by giving notice to Us using Our prescribed forms.
6. It is important that You advise Us of any change in Your address or Your nominee's address.
7. 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 Contribution that You have paid less any medical expenses (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.
8. 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 Service** (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  
4th Floor, Podium Bangunan AICB  
No.10, Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: 03-2174 1515  
Web Form: [bnm.gov.my/BNMLINK](http://bnm.gov.my/BNMLINK)

9. If You have any enquiries pertaining to Your Takaful Certificate, You may contact any of the AIA Customer Centres listed on [AIA.COM.MY](http://AIA.COM.MY).
10. 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.
11. 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 in understanding the terms of this Takaful Certificate and is not to be taken or construed as an alteration or amendment to the provisions of this Takaful Certificate.

SAMPLE