

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.

"Accidental Injury" means death which results directly from Bodily Injury and occurs within ninety (90) days from the date of Accident.

"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.

"Bodily Injury" means an abnormal bodily condition which is effected directly by violent, external, visible and accidental means only and independent of any other cause and is not therefore due to any illness or disease.

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

"Confinement" means admission of a Person Covered in a Hospital for a minimum period of six (6) hours upon the recommendation of a Registered Medical Practitioner 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.

"COVID-19" refers to the definition of 2019 Novel Coronavirus as used by the World Health Organization or any subsequent revision by the World Health Organization to that definition.

"COVID-19 Vaccine" means a vaccine intended to provide acquired immunity against severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) that causes COVID-19 and includes the first dose, subsequent doses and booster doses. The vaccine must be officially approved, endorsed or authorised by the Malaysian Ministry of Health and prescribed by a Registered Medical Practitioner. For avoidance of doubt, vaccinations performed in Malaysia at locations allowed by the Malaysian Ministry of Health and prescribed by a Registered Medical Practitioner are also accepted.

"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.

“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 Registered Medical Practitioner; 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.

“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 this Takaful Certificate are subsequently changed.

“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’* are credited and from which Takaful claim benefits are payable based on solidarity, brotherhood and cooperation among the participants. No benefits will be payable from this fund upon the Maturity Date of this Takaful Certificate.

“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.

“Registered Medical Practitioner” means any person 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 the Person Covered himself, the Person Covered’s employer or employee, the Person Covered’s immediate family or any person who is related in similar fashion to the Person Covered’s spouse.

“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.

“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.

“Side Effects” refers to Adverse Events Following Immunization (AEFI) as defined by the World Health Organization below:

- (a) Any untoward medical occurrence which follows immunization and which does not necessarily have a causal relationship with the usage of the vaccine. The adverse event may be any unfavorable or unintended sign, abnormal laboratory finding, symptom or disease.
- (b) There are five (5) categories of AEFI: vaccine-product related reaction, vaccine quality defect-related reaction, immunization error-related reaction, immunization anxiety-related reaction and coincidental event.
- (c) The adverse reactions can further be classified as allergic reactions, local reactions such as redness, pain, swelling at inject site; systematic reaction like fever, sepsis, rash, fatigue and neurological disorders which include seizures, encephalopathy, meningitis, encephalitis, brachial neuritis and Guillain-Barre Syndrome.

“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 annually.

“Tabarru’ ” means ‘donation’ 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. *Tabarru’* is not guaranteed and We reserve the right to revise or adjust it by giving You a three (3) month written notice in advance

“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-Tenang 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 which refers to a contract between the participants and Us where the participants authorise Us to act on their behalf to conduct the affairs of Takaful business which includes underwriting, investment, certificate servicing and claims processing. In performing the duties under the *Wakalah* contract, We may further engage another third party to perform the relevant tasks relevant for the Takaful business.

“Waiting Period” means a period of fourteen (14) days from the Issue Date of the Takaful Certificate.

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

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“You” or **“Your”** 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 three (3) month 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:

Allocation in percentage (%) of Contribution	
<i>Wakalah Fee</i>*	PRF Allocation (<i>Tabarru'</i>)
45%	55%

**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 at the end of every financial year by Us. There will not be any distribution of Surplus and the Surplus, if any, will be redirected back into the PRF.

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.

AIA i-TENANG PROVISIONS

Your Takaful Certificate is called AIA i-Tenang. This Certificate is a one-year hospitalisation 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

1. Cash Assistance Upon Hospitalisation due to COVID-19 Benefit

If the Person Covered is diagnosed with COVID-19 and requires Confinement in a Hospital due to the COVID-19 diagnosis while this Takaful Certificate is in force, We shall pay to You Ringgit Malaysia seventy-five (RM75) per one (1) day of Confinement from the Participants' Risk Fund.

2. Cash Assistance Upon Hospitalisation due to COVID-19 Vaccine Side Effects Benefit

If the Person Covered suffers Side Effects from COVID-19 Vaccine that requires Confinement in a Hospital within thirty (30) days from the date of vaccination while this Takaful Certificate is in force, We shall pay to You Ringgit Malaysia seventy-five (RM75) per one (1) day of Confinement from the Participants' Risk Fund.

3. Death due to COVID-19 Benefit

If the Person Covered is diagnosed with COVID-19 and subsequently dies due to COVID-19 while this Takaful Certificate is in force, We shall pay Ringgit Malaysia ten thousand (RM10,000) to the nominee(s) from the Participants' Risk Fund.

4. Death due to COVID-19 Vaccine Side Effects Benefit

If the Person Covered suffers Side Effects from COVID-19 Vaccine that requires Confinement in a Hospital within thirty (30) days from the date of vaccination and subsequently dies due to COVID-19 Vaccine Side Effects while this Takaful Certificate is in force, We shall pay Ringgit Malaysia ten thousand (RM10,000) to the nominee(s) from the Participants' Risk Fund.

5. Accidental Death Benefit

If the Person Covered dies due to an Accidental Injury while this Takaful Certificate is in force, We shall pay Ringgit Malaysia thirty-five thousand (RM35,000) to the nominee(s) from the Participants' Risk Fund.

6. Accidental Total and Permanent Disability Benefit

If the Person Covered suffers Total and Permanent Disability due to an Accidental Injury while this Takaful Certificate is in force, We shall pay Ringgit Malaysia thirty-five thousand (RM35,000) to You from the Participants' Risk Fund.

7. Multiple Confinements under the Cash Assistance Upon Hospitalisation due to COVID-19 Benefit or Cash Assistance Upon Hospitalisation due to COVID-19 Vaccine Side Effects Benefit is allowed subject to maximum payable amount of Ringgit Malaysia seven hundred fifty (RM750).

8. Cash Assistance Upon Hospitalisation due to COVID-19 Benefit and Death due to COVID-19 Benefit is payable subject to the following conditions:

- (a) The Person Covered must be diagnosed with COVID-19 by any of the Hospitals identified by the Malaysian Ministry of Health.
- (b) The Person Covered has never been diagnosed with COVID-19 and there are no pending COVID-19 test results when coverage under the Takaful Certificate commences.
- (c) The COVID-19 test that lead to positive diagnosis result is conducted after coverage under the Takaful Certificate has commences and proof of test date must be submitted when making claim.

9. Cash Assistance Upon Hospitalisation due to COVID-19 Vaccine Side Effects Benefit and Death due to COVID-19 Vaccine Side Effects Benefit is payable subject to the following conditions:
 - (a) The Person Covered must be medically eligible to receive the COVID-19 vaccination according to the Malaysian Ministry of Health.
 - (b) The COVID-19 Vaccine must be officially approved, endorsed or authorised by the Malaysian Ministry of Health and prescribed by a Registered Medical Practitioner
 - (c) The Person Covered has never suffered Side Effects from any type of vaccinations prior to the commencement of the Takaful Certificate.
10. Only one of either the Accidental Death Benefit, Accidental Total and Permanent Disability Benefit, Death due to COVID-19 Benefit or Death due to COVID-19 Vaccine Side Effects Benefit is payable at any one time.
11. Upon payment of either the Accidental Death Benefit, Accidental Total and Permanent Disability Benefit, Death due to COVID-19 Benefit or Death due to COVID-19 Vaccine Side Effects Benefit, the Takaful Certificate shall then terminate.

CLAIMS PROCEDURES

1. Notice of claim - Accidental death claim must be notified immediately to Us in writing.
2. Filing proof of claim - The appropriate forms available from Us must be completed and returned to Us within ninety (90) days after the date of event together with the result of COVID-19 specific tests and the death certificate or Hospital admission certificate, as the case may be. The forms must be fully and truthfully completed by the claimant or by any other person We may require. The claim forms are available on AIA's website at AIA.COM.MY and completed claim forms together with the necessary documents can be submitted at any AIA Customer Centres. You may refer to the list of required documents in the relevant claim forms for submission of claim.
3. Medical examination - We reserve the right to require any additional proof and request medical examination of the Person Covered. In case of death, We may require an autopsy, if appropriate and legally allowable.
4. You can check the status of a claim by registering as a user of MY AIA customer portal, visiting any AIA Customer Centres or contacting AIA PUBLIC Care Line at 1300 88 8922.

EXCLUSIONS

Cash Assistance Upon Hospitalisation due to COVID-19 Benefit and Cash Assistance Upon Hospitalisation due to COVID-19 Vaccine Side Effects Benefit shall not apply to any hospitalisation caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- (a) the Person Covered has previously received medical treatment, diagnosis, consultation or prescribed medications for COVID-19 or COVID-19 Vaccine Side Effects prior to the Issue Date of the Takaful Certificate;
- (b) any condition that occurs within fourteen (14) days from the Issue Date.

Death due to COVID-19 Benefit and Death due to COVID-19 Vaccine Side Effects Benefit shall not apply to any death caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- (a) the Person Covered has previously received medical treatment, diagnosis, consultation or prescribed medications for COVID-19 or COVID-19 Vaccine Side Effects prior to the Issue Date of the Takaful Certificate;
- (b) any condition that occurs within fourteen (14) days from the Issue Date.

AIA PUBLIC Takaful Bhd. (935955-M)

Accidental Death Benefit and Accidental Total and Permanent Disability Benefit shall not apply to any Accidental Injury caused directly or indirectly, wholly or partly, by any one (1) of the following occurrences:

- (a) willful exposure to danger or self-inflicted act while sane or insane;
- (b) assault or murder or due to war (declared or undeclared), revolution, riot and civil commotion, industrial action or terrorist activity;
- (c) wrongful act such as violation or attempted violation of the law or resistance to arrest, participating in any fight, racing on wheels or accidents due to intoxication of alcohol or drugs;
- (d) entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when the Person Covered is a fare-paying passenger or crew member on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route.

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 the information given by You in Your application and any other disclosures made by You between the time of submission of Your application and the time this contract is entered into. The information and any other disclosures given by You shall form part of this Takaful Certificate between You and Us. However, in the event of any pre-contractual misrepresentation made in relation to such information, only the remedies in Schedule 9 of the Islamic Financial Services Act 2013 will apply.

If You are required by Us 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.

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.

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.

CURRENCY

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

RESTRICTION

The territorial limit of this Takaful Certificate is within Malaysia only.

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. Such notice given to Us at Our office 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

We, upon receipt of such notice, will provide the claimant with the appropriate forms for filing proof of death. 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

Proof of death must be submitted to Us within ninety (90) days after the date of death.

FREE LOOK PERIOD

You may request for cancellation of this Takaful Certificate provided such request is received directly by Us within fifteen (15) days of the e-Certificate being made available. Upon cancellation of this Takaful Certificate during the Free Look Period, any amount that You have paid to Us will be refunded and You may reuse Your Perlindungan Tenang Voucher to participate in other Perlindungan Tenang products.

CERTIFICATE SURRENDER

No amount shall be payable to You upon surrender of the Takaful Certificate.

TERMINATION

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

- (a) The Takaful Certificate matures or is cancelled or surrendered; or
- (b) Upon the death of the Person Covered.

Upon termination of the Takaful Certificate, We will not refund any *Wakalah Fee*.

SURPLUS

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, the Surplus will be redirected back into the Participants' Risk Fund and there will be no distribution of Surplus.

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.

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 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 cancellation or notification of claims must be received and accepted at Our offices 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 OWNER

You, as named in the Certificate Information Page, are the owner of this Takaful Certificate. Only the owner can exercise all rights, privileges and options provided under this Takaful Certificate.

THE NOMINEE

1. You may nominate a natural person of sound mind to receive the monies payable under this Takaful Certificate upon Your death. Nomination may be made at any time after this Takaful Certificate has been issued in Our prescribed form and the nomination shall take effect from the date We receive the notification.
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 while You are still alive.
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 Takaful Certificate owner.
5. Payment of Takaful benefits under this Takaful Certificate in respect of nomination shall be made in accordance with the applicable laws.

CERTIFICATE INFORMATION STATEMENT

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

You may not have time to be familiar with all the Takaful 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. 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.
3. You may nominate a person to receive monies from the Takaful Certificate by giving a written notice to Us.
4. It is important that You advise Us of any change in Your address or Your nominee's address.
5. You have the right to cancel this Takaful Certificate by returning it to Us together with a written notice. Such notice must be signed by You and received directly by Us within fifteen (15) days after You have received the Takaful Certificate. Upon cancellation of this Takaful Certificate during the Free Look Period, any amount that You have paid to Us will be refunded and You may reuse Your Perlindungan Tenang Voucher to participate in other Perlindungan Tenang products.
6. If You surrender this Takaful Certificate after the Free Look Period, no amount shall be payable to You and You may no longer reuse Your Perlindungan Tenang Voucher to participate in other Perlindungan Tenang products.
7. In case of any dispute arising from this Takaful Certificate, You may write to:

(a) **AIA PUBLIC Takaful Bhd.**
Level 14, Menara AIA
99 Jalan Ampang
50450 Kuala Lumpur
Care Line:
1-300-88- 8922
Fax: 03-2056 3690
Website: www.aia.com.my
E-mail:
my.customer@aiapublic.com.my

(b) **Ombudsman for Financial Services** (664393P)
(Formerly known as Financial Mediation Bureau)
Level 14, Main Block,
Menara Takaful Malaysia
No 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-2272 2811
Fax: 03-2272 1577
E-mail: enquiry@ofs.org.my
Website: www.ofs.org.my

(c) **Contact Centre (BNMTELELINK) Laman Informasi Nasihat dan Khidmat (LINK)**
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465
(1-300-88-LINK)
(Overseas: +603-2174 1717)
Fax: 03-2174 1515
E-mail: bnmtelelink@bnm.gov.my

8. If You have any enquiries pertaining to Your Takaful Certificate, You may contact any of the AIA branches listed on AIA.COM.MY.
9. 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.
10. 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.