

## ENDORSEMENT 01/2018

Attaching to and forming part of the **Takaful Prime Pro Contract**.

Notwithstanding anything to the contrary contained in the above mentioned Contract, it is hereby understood and agreed that with effect from 01 July 2018, the following clauses will be added and revised in the Takaful Contract as follows:

### A. Definitions

The following definition will be added in the Contract:

**(a) Specified infectious diseases** refer to:

- i) **Avian Influenza** – an acute infectious disease caused by the Avian Influenza A virus (H5N1 or H7N9 strains) and transmitted to humans by direct or close contact with infected poultry;
- ii) **Chikungunya Fever** – an acute infectious disease caused by the Chikungunya virus and transmitted to humans by the Aedes mosquito;
- iii) **Dengue Fever** – an acute infectious disease caused by the Dengue virus and transmitted to humans by the Aedes mosquito;
- iv) **Japanese Encephalitis** – an acute infectious disease caused by the Japanese encephalitis virus and transmitted to humans by the Culex mosquito;
- v) **Malaria** – an acute infectious disease caused by the Plasmodium parasitic protozoan and transmitted to humans by the Anopheles mosquito; and
- vi) **Zika Virus Infection** – an acute infectious disease caused by the Zika virus and transmitted to humans by the Aedes mosquito.

Any claims due to infectious diseases must be confirmed by a registered medical doctor and supported by the following diagnostic tests (or equivalent tests) as conclusive proof of infection:

- **Avian Influenza** – Avian Influenza PCR specific to H5N1 or H7N9 Avian Influenza strains
- **Chikungunya Fever** – Chikungunya IgM Antibody/Chikungunya PCR test
- **Dengue Fever** – Dengue IgM Antibody/Dengue PCR test
- **Japanese Encephalitis** – Japanese encephalitis IgM Antibody test
- **Malaria** – Malaria parasite test
- **Zika Virus Infection** – Zika virus PCR test

### B. General provisions

The following new clauses will be added in the Contract:

**1. Evidence of permissible takaful interest**

The Operator will require satisfactory evidence of permissible takaful interest between the Contract Holder and the Person Covered before he/she is accepted for takaful coverage.

If the Contract Holder ceases to have any interest in a Person Covered, all rights and privileges of the takaful coverage will be automatically transferred to the Person Covered.

**2. Incontestability clause**

If the Contract is no longer valid, for reasons other than fraud, the Operator will refund the total tabarru' collected less any accumulated surplus shared out from the Contract effective date.

The Operator will not be able to challenge the Contract after it has been in force for 2 years from the Contract effective date, unless there is evidence of fraud or the Contract Holder has not paid the contributions. If the Contract had come to an end as a result of the Contract Holder not paying the contributions and the Operator had reinstated it under the relevant reinstatement clause of the Contract, such reinstatement shall then accordingly apply.

**3. Change of Contract**

The Operator reserves the right to amend the terms and provisions of this Contract in order to comply with Malaysia Law and regulations. The Operator will provide prior written notice by ordinary post to your last known address in the Operator's records or other alternative modes of communication.

The Contract Holder's request for any alteration or endorsement to this Contract will not be valid unless authorised by the Operator and such approval is endorsed on this Contract.

**4. Rights and using amounts owed**

The Operator have the first right to any amount due under the Contract.

The Operator can offset any amount the Operator owe the Contract Holder (for example: benefits) under the Contract with any amount Contract Holder owe the Operator (for example: contribution) under the Contract.

**5. Laws**

This Contract and the responsibilities of Contract Holder and the Operator under this Contract are governed by the laws, rules and regulations currently in force in Malaysia. The laws, rules and regulations will include but are not limited to any circulars, directives or guidelines.

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

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

**6. Legal proceedings**

No action at law or in equity shall be brought to claim any benefit pursuant to this Contract prior to the expiration of 2 years from the date of the event giving rise to the claim.

## **7. Ownership**

You are the legal owner of this Contract.

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

## **D. Takaful Contract benefits**

The following new benefit conditions will be added in the Contract:

### **Benefit 7 - Death due to specified infectious diseases**

Subject to the general provisions, while this Contract is in force, should the Operator receive satisfactory proof of the death of the Person Covered directly as a result of specified infectious diseases and upon the approval of claim, the Operator will pay the benefit amount as shown in the Contract or any endorsement which changes the benefit amount. The Operator will take off any amount the Contract Holder owes the Operator.

The benefit amount shall be the same as per the Accidental Death benefit amount shown in the Takaful Contract Schedule.

### **Benefit 8 - Total and permanent disability (TPD) due to specified infectious diseases**

Subject to the general provisions, while the Contract is in force, should the Operator receive satisfactory proof of the TPD (as defined) of the Person Covered directly as a result of specified infectious diseases and upon the approval of claim, the Operator will pay the benefit amount as shown in the Contract or any endorsement which changes the benefit amount. The Operator will take off any amount the Contract Holder owes the Operator.

The benefit amount shall be the same as per the Accidental TPD benefit amount shown in the Takaful Contract Schedule.

The maximum aggregate amount for TPD benefits payable pertaining to the Person Covered under this and all other individual and group policies or certificates issued by the Operator will not exceed RM2,000,000.

If the TPD benefit payable under a certificate of takaful is less than the benefit amount for death benefit on the date the TPD begins, the takaful coverage on death will continue for the remaining balance of benefit amount. The benefit amount for death benefit for all future terms will be reduced by the ratio of the benefit that has been paid for the benefit amount on the date the TPD begins. The reduction in the benefit amount for death benefit will apply from the date the TPD begins.

## **E. Exclusions and limitations**

The following exclusions will be added in the Contract:

The Operator does not cover death or disability incurred directly or indirectly, wholly or partly, by any of the following:

- (a) The covered event occurring within 30 days from the Contract last reinstatement date;
- (b) Any other causes other than specified infectious diseases; or

(c) Any pre-existing conditions. In this case, the Takaful Contract will be terminated.

#### **H. Important notice to Contract Holder**

The complaint and independent bodies information of the Contract will be replaced with the following clauses:

Should you need more information regarding the terms and conditions of your Contract or if you are not satisfied with the Operator's decision with regard to your claim and wish to lodge a complaint, please contact the Operator's authorised representative. Any writing or communication to the Operator will be addressed to:

**Sun Life Malaysia Takaful Berhad (689263-M)**  
**Level 11, 338 Jalan Tuanku Abdul Rahman**  
**50100 Kuala Lumpur**

Alternatively, you may call the Operator's Customer Careline at 1300-88-5055.

The Ombudsman for Financial Services and the Laman Informasi Nasihat dan Khidmat (LINK) are set up to offer consumer protection to Contract Holders, and to resolve disputes over claims settlement between the Operator and Contract Holders. In the event of any dispute over claims settlement, you may write to the following addresses:

#### **Ombudsman for Financial Services**

Level 14, Main Block  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: (03) 2272 2811  
Fax: (03) 2272 1577  
<http://www.ofs.org.my>  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)

#### **Bank Negara Malaysia**

Pengarah  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: (03) 2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

All other provisions and conditions of the Contract shall remain unchanged.

## PENGENDORSAN 01/2018

Disertakan bersama dan menjadi sebahagian daripada **Kontrak Takaful Prime Pro**.

Meskipun terdapat apa-apa yang bertentangan dengan kandungan dalam Kontrak, adalah dengan ini difahami dan dipersetujui bahawa efektif dari 01 Julai 2018, peruntukan di bawah akan ditambah ke dalam Kontrak Takaful seperti yang berikut:

### A. Takrifan

Takrifan yang berikut akan ditambah dalam Kontrak:

#### (b) **Penyakit-penyakit berjangkit tertentu** merujuk kepada:

- vii) **Selsema Avian** – penyakit berjangkit teruk yang disebabkan oleh virus Avian Influenza A (jenis H5N1 atau H7N9) dan disebarkan kepada manusia melalui sentuhan secara langsung atau rapat dengan unggas yang dijangkiti;
- viii) **Demam Chikungunya** – penyakit berjangkit teruk yang disebabkan oleh virus Chikungunya dan disebarkan kepada manusia melalui nyamuk Aedes;
- ix) **Demam Denggi** – penyakit berjangkit teruk yang disebabkan oleh virus Denggi dan disebarkan kepada manusia melalui nyamuk Aedes;
- x) **Ensefalitis Jepun** – penyakit berjangkit teruk yang disebabkan oleh virus Ensefalitis Jepun dan disebarkan kepada manusia melalui nyamuk Culex;
- xi) **Malaria** – penyakit berjangkit teruk yang disebabkan oleh protozoa parasit Plasmodium dan disebarkan kepada manusia melalui nyamuk Anopheles; dan
- xii) **Jangkitan Virus Zika** – penyakit berjangkit teruk yang disebabkan oleh virus Zika dan disebarkan kepada manusia melalui nyamuk Aedes.

Sebarang tuntutan akibat penyakit-penyakit berjangkit mesti disahkan oleh seorang doktor perubatan berdaftar dan disokong oleh ujian diagnostik (atau ujian setara) yang berikut sebagai bukti muktamad jangkitan:

- **Avian Influenza** – PCR Avian Influenza khusus untuk Avian Influenza jenis H5N1 atau H7N9;
- **Demam Chikungunya** – Ujian Antibodi IgM Chikungunya/PCR Chikungunya;
- **Demam Denggi** – Ujian Antibodi IgM Denggi/PCR Denggi;
- **Ensefalitis Jepun** – Ujian Antibodi IgM Ensefalitis Jepun;
- **Malaria** – Ujian parasit Malaria;
- **Jangkitan Virus Zika** – Ujian PCR virus Zika.

**B. Peruntukan am**

*Klausa-klausa baru yang berikut akan ditambah dalam Kontrak:*

**1. Bukti kepentingan takaful yang dibenarkan**

*Operator memerlukan bukti kepentingan takaful yang dibenarkan yang memuaskan di antara pemegang kontrak dan orang yang dilindungi sebelum dia diterima untuk perlindungan takaful.*

*Jika pemegang kontrak tidak lagi mempunyai sebarang kepentingan dalam orang yang dilindungi, semua hak-hak dan hak-hak istimewa perlindungan takaful akan dipindahkan kepada orang yang dilindungi secara automatik.*

**2. Klausa perihal tidak boleh dipertikaikan**

*Jika Kontrak tidak lagi sah, atas sebab selain daripada penipuan, operator akan membayar balik jumlah tabarru' yang dikutip ditolak sebarang lebihan terkumpul dikongsi dari tarikh Kontrak berkuatkuasa.*

*Operator tidak boleh mempertikaikan Kontrak ini selepas ia telah berkuatkuasa selama 2 tahun dari tarikh Kontrak berkuatkuasa, kecuali terdapat bukti penipuan atau apabila pemegang kontrak tidak membayar sumbangan. Jika Kontrak ini telah ditamatkan akibat pemegang kontrak tidak membayar sumbangan dan operator telah mengembalikannya di bawah klausa pengembalian semula yang berkenaan dalam Kontrak, maka pengembalian semula tersebut akan terpakai.*

**3. Perubahan kepada Kontrak**

*Operator berhak meminda terma-terma dan peruntukan-peruntukan Kontrak ini bertujuan untuk mematuhi undang-undang dan peraturan-peraturan Malaysia. Operator akan memberi notis bertulis terlebih dahulu melalui pos biasa ke alamat terakhir anda yang diketahui dalam rekod Operator atau kaedah komunikasi yang lain.*

*Permintaan pemegang kontrak untuk apa-apa perubahan atau pengendorsan kepada Kontrak ini tidak akan sah kecuali jika operator benarkan dan kelulusan tersebut hendaklah diendorskan di bawah Kontrak ini.*

**4. Hak dan kegunaan amaun yang terhutang**

*Operator mempunyai keutamaan atas sebarang amaun terhutang di bawah Kontrak.*

*Operator boleh mengimbangi sebarang amaun yang operator hutang kepada pemegang kontrak (sebagai contoh: manfaat) di bawah Kontrak dengan sebarang amaun yang pemegang kontrak hutang kepada operator (sebagai contoh: sumbangan) di bawah Kontrak.*

**5. Undang-undang**

*Kontrak ini dan tanggungjawab pemegang kontrak dan operator di bawah Kontrak ini adalah tertakluk kepada undang-undang, syarat-syarat dan peraturan-peraturan yang sedang berkuatkuasa di Malaysia. Undang-undang, syarat-syarat dan peraturan-peraturan akan meliputi tetapi tidak terhad kepada mana-mana pekeliling, arahan atau garis panduan.*

*Sekiranya terdapat perbezaan antara peruntukan-peruntukan Kontrak ini dengan mana-mana undang-undang, syarat-syarat atau peraturan-peraturan, undang-undang, syarat-syarat atau peraturan-peraturan tersebut akan dikuatkuasakan.*

Kontrak ini akan ditadbir oleh undang-undang Malaysia. Sebarang pertikaian akan diuruskan oleh mahkamah Malaysia.

**6. Tindakan undang-undang**

Tiada tindakan undang-undang atau dalam ekuiti akan diambil untuk menuntut sebarang manfaat di bawah Kontrak ini sebelum penamatan tempoh 2 tahun dari tarikh berlakunya keadaan yang menyebabkan tuntutan.

**7. Hak milik**

Anda adalah pemilik sah Kontrak ini.

Anda boleh menggunakan semua hak dan pilihan yang disediakan oleh Kontrak ini (bergantung kepada hak sebarang penama atau penerima pindahan Kontrak ini yang sah di sisi undang-undang).

**D. Manfaat-manfaat Kontrak Takaful**

Peruntukan-peruntukan manfaat baru yang berikut akan ditambah dalam Kontrak:

**Manfaat 7 – Kematian akibat penyakit-penyakit berjangkit tertentu**

Tertakluk kepada terma dan syarat Kontrak ini, sewaktu Kontrak ini berkuatkuasa, sekiranya operator menerima bukti yang memuaskan mengenai kematian orang yang dilindungi akibat penyakit-penyakit berjangkit tertentu dan apabila tuntutan tersebut diluluskan, operator akan membayar jumlah manfaat seperti yang dinyatakan di dalam Kontrak atau sebarang pengendorsan yang meminda jumlah manfaat. Operator akan menolak mana-mana jumlah yang pemegang kontrak berhutang kepada operator.

Jumlah manfaat adalah sama seperti jumlah manfaat untuk Kematian akibat Kemalangan yang dinyatakan di dalam Jadual Kontrak Takaful.

**Manfaat 8 – Hilang upaya menyeluruh dan kekal (TPD) akibat penyakit-penyakit berjangkit tertentu**

Tertakluk kepada terma dan syarat Kontrak ini, sewaktu Kontrak ini berkuatkuasa, sekiranya operator menerima bukti yang memuaskan mengenai TPD (seperti yang ditakrif) orang yang dilindungi secara langsung akibat penyakit-penyakit berjangkit tertentu dan apabila tuntutan tersebut diluluskan, operator akan membayar jumlah manfaat seperti yang dinyatakan di dalam Kontrak atau sebarang pengendorsan yang meminda jumlah manfaat. Operator akan menolak mana-mana jumlah yang pemegang kontrak berhutang kepada operator.

Jumlah manfaat adalah sama seperti jumlah manfaat untuk Kematian akibat Kemalangan yang dinyatakan di dalam Jadual Kontrak Takaful.

Jumlah agregat maksimum untuk manfaat TPD yang dibayar bagi orang yang dilindungi di bawah kontrak ini dan semua kontrak atau sijil individu dan berkelompok yang lain yang operator keluarkan tidak akan melebihi RM2,000,000.

Jika manfaat TPD yang dibayar di bawah Kontrak adalah kurang daripada jumlah yang dilindungi untuk manfaat kematian, pada tarikh TPD bermula, perlindungan takaful atas kematian akan diteruskan untuk baki jumlah yang dilindungi. Jumlah yang dilindungi untuk manfaat kematian untuk sepanjang tempoh masa hadapan akan dikurangkan selaras dengan nisbah yang mana manfaat TPD yang telah dibayar kepada jumlah yang dilindungi pada tarikh TPD bermula. Pengurangan jumlah yang dilindungi untuk manfaat kematian akan berkuatkuasa dari tarikh TPD bermula.

**E. Pengecualian-pengecualian dan had-had**

*Pengecualian-pengecualian yang berikut akan ditambah dalam Kontrak:*

*Operator tidak melindungi sebarang kematian atau hilang upaya yang disebabkan secara langsung atau tidak langsung, sepenuhnya atau sebahagiannya, oleh mana-mana yang berikut:*

- (a) Kejadian yang dilindungi berlaku dalam tempoh 30 hari dari tarikh pengembalian semula terakhir Kontrak;*
- (b) Sebab-sebab lain selain daripada penyakit-penyakit berjangkit tertentu; atau*
- (c) Sebarang keadaan sedia ada. Dalam kes ini, Kontrak Takaful akan ditamatkan.*

**H. Notis penting kepada Pemegang Kontrak**

*Maklumat aduan dan badan-badan bebas dalam Kontrak akan diganti dengan klausa yang berikut:*

*Sekiranya anda memerlukan maklumat lanjut mengenai terma-terma dan syarat-syarat Kontrak anda atau jika anda tidak berpuas hati dengan keputusan operator mengenai tuntutan anda dan ingin membuat aduan, sila hubungi wakil yang dibenarkan oleh operator. Sebarang surat-menyurat atau komunikasi kepada operator hendaklah dialamatkan kepada:*

**Sun Life Malaysia Takaful Berhad (689263-M)**  
**Aras 11, 338 Jalan Tuanku Abdul Rahman**  
**50100 Kuala Lumpur**

*Atau, anda boleh menghubungi talian Khidmat Pelanggan Careline operator di 1300-88-5055.*

*Ombudsman Perkhidmatan Kewangan dan Laman Informasi Nasihat dan Khidmat (LINK) telah ditubuhkan untuk menawarkan perlindungan kepada pemegang-pemegang kontrak, untuk menyelesaikan pertikaian ke atas penyelesaian tuntutan antara operator dengan pemegang-pemegang kontrak. Sekiranya berlaku apa-apa pertikaian ke atas penyelesaian tuntutan, anda boleh menulis kepada alamat berikut:*

**Ombudsman Perkhidmatan Kewangan**

*Tingkat 14, Blok Utama  
Menara Takaful Malaysia  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: (03) 2272 2811  
Faks: (03) 2272 1577  
<http://www ofs.org.my>  
Emel: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)*

**Bank Negara Malaysia**

*Pengarah  
Jabatan LINK & Pejabat Wilayah  
Bank Negara Malaysia  
P.O. Box 10922  
50929 Kuala Lumpur  
Tel: 1-300-88-5465  
Faks: (03) 2174 1515  
Emel: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)*

*Tiada perubahan lain dibuat atas peruntukan-peruntukan dan syarat-syarat dalam Kontrak ini.*



## NOTICE / NOTIS

### CHANGE OF NAME / PENUKARAN NAMA

Please be informed that we have changed our Company name to **Sun Life Malaysia Takaful Berhad** with effect from 19 August 2013.

*Sila maklum bahawa kami telah menukar nama Syarikat kami ke **Sun Life Malaysia Takaful Berhad** berkuatkuasa 19 Ogos 2013.*

**CIMB AVIVA**

**CIMB AVIVA TAKAFUL BERHAD**

**TAKAFUL CONTRACT**

**Takaful Prime Pro**

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## **INTRODUCTION**

### **The aims**

This takaful plan aims at diffusing the spirit of takaful amongst the person covered. The operator, on behalf of fellow person covered, shall effect the takaful by paying the takaful benefit agreed upon in the takaful contract and in accordance with what has been stated in this plan.

### **The basic principles**

- First** CIMB Aviva Takaful Berhad, the operator, shall be considered as the first party (hereinafter referred to as “the operator” or “CATB”) and the contract holder is considered as the second party (hereinafter referred to as “contract holder”). The operator is the organiser and entrusted custodian for managing the plan.
- Second** The operator shall be deemed to have been the entrusted custodian and the manager of the CATB takaful plan in conformity with the Shariah.
- Third** The operator shall propagate the services of takaful and shall collect the contributions paid in a fund called the “general takaful fund”.
- Fourth** The contract holder shall be deemed to have consented to donate part of their contributions to the general takaful fund to meet the objectives of takaful.

## A. Definition

1. For this takaful contract the following words are hereinafter defined:

- (a) **Accidental death** shall mean:
  - i. death from bodily injury, occurring whilst this takaful coverage is in force for the person covered, resulting solely, directly and independently of all other causes, from external, violent and accidental means with visible contusion or wound on the exterior of the body or internal injury revealed by autopsy; or
  - ii. death from drowning revealed by autopsy.
- (b) **Accidental bodily injury** shall mean bodily injury, occurring whilst this takaful coverage is in force for the person covered, resulting solely, directly and independently of all other causes, from external, violent and accidental means with visible contusion or wound on the exterior of the body.
- (c) **Operator** shall mean CIMB Aviva Takaful Berhad.
- (d) **Hospitalisation** shall mean admission to a hospital for a minimum period of six (6) hours upon the recommendation of a registered medical practitioner. Hospitalisation shall be evidenced by a daily room/room & board charged by the hospital.
- (e) **Person covered** shall mean a person who is covered under the takaful contract.
- (f) **Contribution due date** shall mean the day on which payment of contribution is due according to the payment mode as stated in the takaful contract schedule or any subsequent endorsement amending the same.
- (g) **Effective date of the takaful contract** shall mean the effective date of this takaful contract specified in the takaful contract schedule.
- (h) **Takaful contract anniversary date** shall mean a date in any subsequent year on which the day and month correspond numerically to the day and month in the effective date of the takaful contract.
- (i) **Child** shall mean a legal child including a step child and a legally adopted child of the principal person covered, who is below the age of 21 (inclusive). A child of the principal person covered between the ages of 21 and 23 (inclusive) would be deemed a child if he is registered as a full time student at a recognised educational institution.
- (j) **Step child** shall mean a biological child from a previous marriage of a legal spouse of the principal person covered.
- (k) **Spouse** shall mean a legal spouse of the principal person covered who is named in this contract or in any subsequent endorsement identifying the spouse.
- (l) **Benefit amount** shall mean the benefit amount specified for the principal person covered, spouse (where applicable) and child (where applicable) in the takaful contract schedule.

(m) **Daily activities** shall mean the following:

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

(n) **Public conveyance** is defined as the following:

- i. Any public bus, public light bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; or
- ii. Any regular scheduled airport limousine operating on fixed routes and schedules; or
- iii. Any regular scheduled commercial aircraft.

(o) **Total permanent disability** (TPD) shall be defined as below:

For employed person covered

A disability, resulting from accidental bodily injury, which is total and permanent and persists continuously for a period of at least hundred and eighty (180) days, and which wholly prevents the person covered from ever performing his/her occupation or other occupations for which he/she is reasonably fitted by reason of training, education or experience.

The occurrence of any of the following shall be considered as TPD:

- i. Total and irrecoverable loss of the sight of both eyes; or
- ii. Irrecoverable loss by severance or irrecoverable total loss of use of two limbs at or above wrist or ankle; or
- iii. Total and irrecoverable loss of the sight of one eye and irrecoverable loss by severance or irrecoverable total loss of use of one limb at or above wrist or ankle.

For unemployed person covered

For a person covered who at the time of disability, has attained the age of six (6) and above and is not gainfully employed, or is a housewife, TPD shall mean a permanent and continuous incapacity, resulting from accidental bodily injury, of the person covered from performing at least three (3) of the daily activities.

The disability should be total, permanent and persist continuously for a period of at least hundred and eighty (180) days.

The occurrence of any of the following shall be considered as TPD:

- i. Total and irrecoverable loss of the sight of both eyes; or
  - ii. Irrecoverable loss by severance or irrecoverable total loss of use of two limbs at or above wrist or ankle; or
  - iii. Total and irrecoverable loss of the sight of one eye and irrecoverable loss by severance or irrecoverable total loss of use of one limb at or above wrist or ankle.
- (p) **Hospital** shall mean a licensed, lawfully operated institution which is engaged primarily in providing medical care and treatment to sick and injured person on an inpatient basis and which provides 24 hours nursing services and facilities for diagnosis and major surgery. It does not include any of the following:
- i. A private clinic
  - ii. Maternity home
  - iii. Rest home
  - iv. Long term nursing care facility
  - v. Home for aged
  - vi. Any facility which primarily afford remedial, rehabilitative or convalescent care
  - vii. Any facility primarily for the confinement or treatment of drug abuse or addiction or alcoholism
- (q) **Medically necessary** shall mean a medical service which is:
- i. consistent with the diagnosis and customary medical treatment for an injury; and
  - ii. in accordance with standards of good medical practice, consistent with current standard of professional medical care, and of proven medical benefits; and
  - iii. not for the convenience of the person covered, contract holder or the registered medical practitioner, and unable to be reasonably rendered out of hospital; and
  - iv. not of an experimental, investigational or research nature, preventive or screening nature; and
  - v. for which the charges are fair and reasonable and customary for the disability.
- (r) **Principal person covered** shall be the contract holder as specified in the contract schedule.
- (s) **Qardh** is an interest free loan provided by the operator in the event of a deficit in the general takaful fund.

- (t) **Reasonable and customary charges** shall mean 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 in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individual of the same sex and of comparable age for a similar sickness, disease, illness or injury and in accordance with accepted medical standards and practice could not have been omitted without adversely affecting the person covered's medical condition.
- (u) **Registered medical practitioner** shall mean any person legally authorised in the geographical area of his practice to render medical and surgical services and must be registered with Malaysian Medical Association (MMA) or similar organisation outside Malaysia. A medical practitioner who is the person covered, or the spouse or lineal relatives of the person covered will not be deemed as registered medical practitioner.
- (v) **Shariah** shall mean the principles of Shariah as interpreted by the Shariah Committee.
- (w) **Shariah Committee** shall mean the duly constituted committee appointed by the operator, to advise in the operations of its takaful business, in order to ensure compliance with the Shariah.
- (x) **Takaful period** shall mean the term for which the takaful coverage is to be provided to a person covered.
- (y) **Type of scheme** shall refer to the scheme type specified in the takaful contract schedule. The contract holder, by virtue of Clause 2 of the general provisions below, may change the type of scheme. The available type of schemes are listed below:
  - i. Principal person covered scheme
  - ii. Principal person covered & spouse scheme
  - iii. Principal person covered & children scheme
  - iv. Principal person covered, spouse & children scheme



## **B. General provisions**

### **1. The contract**

1.1 The contract, the takaful contract schedule, the application, questionnaires, written amendments and any statements to the operator, agent, staff and/or authorised telemarketing agent shall constitute the contract.

### **2. Change of type of scheme**

2.1 Subject to the operator's approval and/or payment of contribution specified by the operator, a contract holder may change the type of scheme.

2.2 The effective date of the new type of scheme and the revised contribution shall be the next contribution due date following the operator's approval.

### **3. Takaful coverage effective date**

3.1 Subject to payment of contribution,

(a) for the principal person covered, the effective date of the takaful coverage date shall be the effective date stated in the takaful contract schedule.

(b) for the spouse named in the takaful contract schedule (where applicable), the effective date of the takaful coverage date shall be the effective date stated in the takaful contract schedule.

(c) for the spouse named in the subsequent endorsement (where applicable), the effective date of the takaful coverage date shall be the effective date stated in the endorsement.

(d) for the child who is eligible for takaful coverage (where applicable) under the relevant type of scheme specified in the takaful contract schedule (where applicable) and is above the age of one (1), the effective date of the takaful coverage date shall be the effective date stated in the takaful contract schedule.

(e) for the child who is eligible for takaful coverage (where applicable) by virtue of a change of type of scheme (under Clause 2 of the general provisions) and is above the age of one (1), the effective date of takaful coverage shall be the effective date stated in the endorsement approving the change of type of scheme (where applicable).

(f) for the child who is eligible for takaful coverage (where applicable) under the relevant type of scheme (where applicable) and is below the age of one (1), the effective date of the takaful coverage date shall be the date the child attains the age of one (1) (inclusive).

### **4. Amendments**

4.1 No agent or other person has the authority to amend, change or waive any provision of this contract or takaful contract schedule, except by an endorsement signed by an authorised official of the operator.

## **5. Rights and options**

5.1 Only the contract holder can exercise all rights, privileges and options provided under this takaful contract. At the effective date of this contract the contract holder is as specified in the takaful contract schedule.

## **6. Worldwide coverage**

6.1 Subject to the expressed terms in the annexure or endorsements to the takaful contract herein attached, the person covered (or persons covered – where applicable) shall be free from restrictions as regards to residence, occupation or travel.

## **7. Misstatement of age**

7.1 If the age of the person covered has been misstated, and the correct age is not within the operator's limit of acceptance, in the event of a claim, upon approval of the claim, the liability of the operator shall be limited to the extent of contribution paid.

## **8. Assignment**

8.1 No assignment of this contract shall be binding upon the operator unless it is filed and registered with the operator. The operator assumes no responsibility as to the validity of any assignment.

## **9. Takaful product withdrawal**

9.1 The operator reserves the right to cancel the takaful contract as a whole if the operator decides to discontinue underwriting this takaful product.

9.2 In such an event, the operator shall send a written notice to the contract holder's last known address.

9.3 The takaful contract, subject to contribution payment within the grace period, will continue until the next takaful contract anniversary date.

## **10. Conditional guaranteed renewability**

10.1 The takaful contract will be guaranteed renewable subject to payment of contribution within the grace period and the terms and conditions of this contract.

10.2 No renewal documents will be issued upon renewal. This contract shall continue to be applicable.

10.3 The renewal contribution rate is not guaranteed. The operator reserves the right to revise the contribution rates at takaful contract anniversary dates. Such change of contribution rates, if any, would be applicable to all contract holders irrespective of their respective claim experience.

## **11. Law and interpretation**

11.1 This takaful contract shall be governed by and interpreted in accordance to the Law of Malaysia.

## **12. Notice of claim**

12.1 In the event of accidental death claim, a written notice of claim must be given to the operator within twenty four (24) hours of the occurrence of the event.

12.2 For all other applicable claims, a written notice of claim must be given to the operator within thirty (30) days of the occurrence of the event.

## **13. Proof of claim**

13.1 Proof of claim, as per the operator's request or instructions, must be submitted to the operator at the claimant's expense within thirty (30) days from the date of notification.

13.2 The operator shall reserve the right to request for further medical reports or evidence.

13.3 The contract holder or claimant shall produce for the operator's examination relevant documents requested by the operator at such reasonable times and shall co-operate with the operator in all matters pertaining to any loss and/or claims. Failure to comply with this condition may prejudice the claim.

## **14. Retakaful**

14.1 The operator shall be authorised to procure Retakaful/Reinsurance from any sources the operator deems fit. Reinsurance arrangements are subject to approval by the Shariah Committee.

## **15. Takaful regulatory authority**

15.1 This takaful contract shall be subject to the overriding directive of Malaysia Takaful Regulatory Authority, its various guidelines, directives, regulations and the Takaful Act 1984 or any subsequent enactments amending the said Act.

15.2 This takaful contract shall be subject to periodic review by the parties upon the issuance of any such guideline, directive, regulations or amendment to the Takaful Act, 1984 and its subsequent amendment or replacement of any other related legislation, rule or law, governing the conduct of the business of the operator.

## **16. Severability**

16.1 In the event any provision of this takaful contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this takaful contract, and this takaful contract shall be construed in all respects as if the invalid or unenforceable provision is not essential to the underlying business terms of this takaful contract.

## 17. Free look period

17.1 The contract holder, within fifteen (15) days of the receipt of this takaful contract, may cancel the takaful contract by returning the takaful contract to the operator. The operator shall refund any contribution paid under this contract.

## 18. Reinstatement

18.1 If a contribution is not paid within the grace period, this contract shall lapse and there would be no takaful coverage and/or benefit.

18.2 Upon the contract holder's application within two (2) years of the due date of the contribution, this contract may be reinstated, at the operator's absolute discretion, on such terms and conditions as prescribed by the operator.

## 19. Termination

### 19.1 Termination of takaful coverage for a person covered

(a) The takaful coverage for a particular person covered shall terminate in the following circumstances:

- i. Upon the particular person covered's death;
- ii. Upon the particular person covered's total and permanent disability;
- iii. On the takaful contract anniversary immediately following the particular person covered's seventieth (70<sup>th</sup>) birthday;
- iv. If the person covered is a child, the person covered's attainment of the age of twenty one (21);
- v. If the person covered is a child who is registered as a full time student at a recognised educational institution, the person covered's attainment of the age of twenty three (23);
- vi. The effective date of an endorsement which removes/cancels the takaful coverage on the person covered;
- vii. Upon the termination of takaful contract.

### 19.2 Termination of takaful contract

(a) This takaful contract shall terminate in the following circumstances:

- i. Upon the cancellation of the contract by the contract holder;
- ii. Upon the principal person covered's death;
- iii. Upon the principal person covered's total and permanent disability;
- iv. On the takaful contract anniversary immediately following the principal person covered's seventieth (70<sup>th</sup>) birthday;

- v. Upon non-payment of contribution within the grace period;
- vi. On the takaful contract anniversary immediately following a takaful product withdrawal notice by the operator.

19.3 Termination of this contract shall be without prejudice to any claim arising prior to such termination.

19.4 The payment and acceptance of any contribution hereunder subsequent to termination of this contract shall not create any liability. The operator shall refund any such contribution.

## **20. Others**

20.1 The headings are inserted for convenience only and shall not effect the construction of this takaful contract.

20.2 Whenever relevant or as the context requires, masculine form shall apply to feminine and singular term shall include the plural and vice versa as allowed by takaful contract.

## C. Contribution

### 1. Contribution

1.1 All contributions are payable in the manner set out in the takaful contract schedule. The first contribution shall be payable on the effective date as stated in the takaful contract schedule while the subsequent contributions shall be payable on or before their due dates.

### 2. Payment mode

2.1 The contribution payment mode/frequency is as specified in the takaful contract schedule.

### 3. Contribution rate

3.1 The contribution payable is determined according to the plan specified in the takaful contract schedule. The operator has the right to revise the contribution rates for a plan on the takaful contract anniversary date.

3.2 In the event of such a revision, a written notice shall be sent to the contract holder. This notice shall be sent to the contract holder's last known address, sixty (60) days prior to the implementation of the revised rates. The revised rate shall take effect as of the next takaful contract anniversary date.

### 4. Non-payment of contribution

4.1 If any contribution remains unpaid at the end of its grace period, the takaful contract shall automatically terminate at the expiration of the grace period.

### 5. Payment of contribution and grace period

Contract years and anniversaries	Contract years and anniversaries will be determined from the effective date shown on the takaful contract schedule.
Payment	All contributions are payable on or before their due dates to the operator.
Change of frequency (mode) of contribution payment	Subject to the operator's approval, the frequency of contribution payment may be changed by written notice to the operator.
Grace period	A grace period of sixty (60) days from its due date (inclusive) will be allowed for payment of each contribution due, during which period this contract shall remain in force. If any contribution remains unpaid at the end of the grace period, this contract shall lapse and shall not provide any takaful coverage and/or benefit.

## **D. Takaful contract benefits**

### **1. Accidental death**

1.1 Subject to the terms and conditions of this contract and upon receiving due proof of a person covered's accidental death and upon approval of this claim by the operator, the benefit amount for the person covered, as stated for "accidental death" benefit in the takaful contract schedule or any subsequent endorsement amending the said benefit amount, less any indebtedness against the contract, shall be payable, provided the accident and accidental death, both occurred while the takaful coverage for the person covered was in force and that the accidental death occurred within one hundred and eighty (180) days from the date of accident.

### **1.2 Disappearance**

If the person covered disappears, while this takaful coverage is in force for the person covered and his body is not found within one (1) year (365 days) after his disappearance, and sufficient evidence is produced to the satisfaction of the operator that leads inevitably to the conclusion that he sustained accidental bodily injury and that such injury caused his death, the operator shall pay the death benefit under this takaful contract provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum paid to the operator if the person covered is subsequently found to be living.

### **2. Accidental death in a public conveyance**

2.1 Subject to the terms and conditions of this contract, and upon receiving due proof of the person covered's accidental death due to an accident while travelling in a public conveyance with the said public conveyance involved in the same accident and upon approval of this claim by the operator, the benefit amount for the person covered as stated for "accidental death in a public conveyance" in the takaful contract schedule or any subsequent endorsement amending the said benefit amount, less any indebtedness against the contract, shall be payable, provided the accident and accidental death both occurred while the takaful coverage for the person covered was in force and that the accidental death occurred within one hundred and eighty (180) days from the date of accident.

### **3. Accidental total and permanent disability**

3.1 Subject to the terms and conditions of this contract and upon receiving due proof of the person covered's total and permanent disability and upon approval of this claim by the operator, the benefit amount for the person covered as stated for "accidental total and permanent disability" in the takaful contract schedule or any subsequent endorsement amending the said benefit amount, less any indebtedness against the contract, shall be payable, provided the accident occurred and the total and permanent disability commenced while the takaful coverage for the person covered was in force and that the person covered's total and permanent disability:

- (a) occurred within one hundred and eighty (180) days from the date of accident; and
- (b) accident occurred after the person covered has attained the age of 6 (inclusive).

#### **4. Accidental family income**

- 4.1 Upon the operator's approval of accidental total and permanent disability benefit above for the said person covered, the benefit amount for the person covered as stated for "accidental family income" benefit in the takaful contract schedule or any subsequent endorsement amending the said benefit amount, less any indebtedness against the contract, shall be payable. The said benefit amount shall be paid up to five (5) years.
- 4.2 After the initial payment, the subsequent four (4) annual payments shall be paid on subsequent anniversary dates of the initial payment.
- 4.3 In the event the said person covered dies before all subsequent annual payments are paid by the operator, the outstanding payment shall cease to be payable.

#### **5. Accidental daily hospital income**

- 5.1 Subject to the terms and conditions of this contract and upon receiving due proof of a person covered's hospitalisation (as defined above) directly arising from accidental bodily injury (as defined above) and upon approval of this claim by the operator, the benefit amount for the person covered as stated for "accidental daily hospital income" benefit in the takaful contract schedule or any subsequent endorsement amending the said benefit amount, for each day of hospitalisation, less any indebtedness against the contract, shall be payable provided that:
  - (a) the hospitalisation was medically necessary;
  - (b) the accident and hospitalisation occurred while the takaful coverage for the person covered was in force; and
  - (c) the hospitalisation occurred within one hundred and eighty (180) days from the date of accident.
- 5.2 This benefit, for the said person covered, is subject to a maximum of one hundred and eighty (180) days of hospitalisation per takaful contract anniversary/year.
- 5.3 Subject to the definition of "hospitalisation" above, "per day of hospitalisation" shall be based on the charging day adopted by the hospital concerned. If a person covered was admitted to two (2) or more hospitals in a calendar day, the operator, upon approval, shall pay for only one (1) hospital daily income benefit for each calendar day of hospitalisation.

#### **6. Accidental outpatient medical expenses**

- 6.1 Subject to the terms and conditions of this contract, upon receiving due proof of outpatient medical expenses directly arising from a person covered's accidental bodily injury, the said outpatient medical expenses incurred shall be reimbursed, less any indebtedness, subject to the maximum amount stated in the takaful contract schedule for the person covered or in any subsequent endorsement amending the said maximum amount, provided that:
  - (a) the accident occurred and the treatment was obtained while the takaful coverage for the person covered was in force;
  - (b) the first treatment was obtained within forty eight (48) hours of the accident;



- (c) the subsequent treatments (if any) were obtained, while this takaful coverage for the person covered is in force, and within hundred and eighty (180) days of the said accident;
  - (d) the treatment was medically necessary; and
  - (e) the medical expenses incurred are reasonable and customary charges.
- 6.2 This benefit is a reimbursement benefit and therefore the operator shall at all times require proof of the original receipt.
- 6.3 If the said expenses have been reimbursed wholly or partly by another party, the amount payable shall be reduced to the extent paid by the third party (if any).
- 6.4 The amount stated in the takaful contract schedule is per takaful contract anniversary/year.

## **E. Exclusions and limitations**

### **1. Exclusions**

1.1 No benefit shall be payable if the death, total permanent disability or injury (injuries) sustained is/are directly or indirectly, wholly or partly caused by and/or occurs in the following circumstances:

- (a) Suicide, attempted suicide or self-inflicted injury/harm irrespective of the person covered's mental state; or
- (b) While or because the person covered is under the influence of alcohol, narcotic and/or drug or participating in any criminal act or brawl; or
- (c) Direct or indirect involvement in, or as a victim of, any kind of war, violence, terrorism, any illegal activities or mutiny or popular rising, military insurrection, rebellion, conspiracy, military or usurped power, martial law or state, of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; and any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force or any de jure or de facto Government; or
- (d) Underwater activities involving the use of breathing apparatus; or
- (e) Travel in any aircraft, except as a fare-paying passenger in a regular scheduled commercial aircraft or riding motorcycle (both as a rider and a pillion) for business purposes; or
- (f) Engaging in hazardous sports such as parachuting, mountaineering, pot-holing, gliding, para-gliding, hang-gliding, skydiving, professional sports, ballooning, micro-lighting, bungee-jumping, boxing of any kind, go-kart sports, hunting on horse back, racing other than on foot, rock climbing sports that take place on snow; or
- (g) Exposure from any radiation material from any source; or
- (h) Illness, disease, pregnancy, childbirth, miscarriage or food poisoning and its direct or indirect complications; or
- (i) Any complication or illness resulting from mosquito bites; or
- (j) Any viral, parasitic or bacterial infection.

### **2. Spouse (where applicable)**

2.1 No benefit shall be payable for any claim arising for the named spouse (where applicable) if the said named spouse, at the time of the accident, is not a spouse within the definition provided.

### **3. Step child**

3.1 No benefit shall be payable for any claim arising for a step child (as defined above),

- (a) if the principal person covered and the spouse who is the biological parent of the step child, at the time of the accident, were divorced;
- (b) if the spouse who is the biological parent of the step child, at the time of the accident, is not a spouse within the definition above.

### **4. Child**

4.1 For a child (as defined above and where applicable) who is between the ages of twenty one (21) and twenty three (23) (inclusive), this takaful coverage shall cease the moment the said child is no longer a full time registered student at a recognised educational institution. For such a child, no benefit shall be payable for any claim arising for the child (where applicable) if the said child, at the time of the accident, is not a full time registered student at a recognised educational institution.

## **F. Charges**

### **1. Wakalah fee**

- 1.1 Each contribution shall be subject to wakalah fee. This fee is payable to the operator.
- 1.2 The wakalah fee is 55% of each contribution. This fee will be deducted upon payment of each contribution.
- 1.3 The operator may revise the wakalah fee percentage. In the event of such a revision, a written notice shall be sent to the contract holder. This notice shall be sent to the contract holder's last known address, sixty (60) days prior to the implementation of the revised fee.

### **2. Tabarru'**

- 2.1 Tabarru' is 45% of each contribution and collected in the general takaful fund.
- 2.2 The operator may revise the tabarru' amount with the approval from the Takaful Regulatory Authority.
- 2.3 In the event of such a revision, a written notice shall be sent to the contract holder. This notice shall be sent to the contract holder's last known address, sixty (60) days prior to the implementation of the revised rate.

## **G. General takaful fund**

1. The amount collected in the general takaful fund shall be under the operator's management and the operator shall have the absolute discretion to invest and manage the amount collected in accordance to the principles of Shariah and will avoid investing the amount collected in security(ies) and asset(s) prohibited by Shariah.
2. All amount collected relating to the fund shall be and shall remain in the legal ownership of the operator.
3. All costs, expenses, charges and levies for maintaining and investing the amount collected in the general takaful fund and any other related expenses shall be borne and paid from the general takaful fund.
4. If the general takaful fund is insufficient to fulfill the takaful obligations, the operator will arrange for qardh from the operator fund to rectify the deficit.
5. Future net surplus in the general takaful fund will be used to repay the operator for such qardh before any distribution of surplus.
6. The net surplus of the general takaful fund would be determined annually by the operator at the end of each financial year of the operator.
7. Subject to paragraph five (5) above and eight (8) below, any net surplus distribution of the general takaful fund would be allocated as follows:
  - (a) To the operator (as fund performance fee) - 50% of the net surplus
  - (b) To the contract holder - 50% of the net surplus
8. If the net surplus payable to the contract holder is less than or equals to RM10.00, the said net surplus shall be channeled back to the general takaful fund.

## H. Important notice to contract holder

1. You are advised to read through the takaful contract carefully and if it has not been issued in accordance with your intention, kindly return same to the operator for alteration immediately.
2. Please keep this takaful contract in a safe place as reference will be made to this document in endorsements and renewals.
3. Kindly observe the payment of contribution and grace period under the contribution section.
4. You may refer any complaints and grievances relating to this takaful contract to:

**CIMB Aviva Takaful Berhad** (689263-M)  
Level 11, No. 338, Jalan Tuanku Abdul Rahman, 50100 Kuala Lumpur

Alternatively, you may call the **Customer Service Line at (603) 2614 3566**,  
lodge an online enquiry via **www.cimbaviva.com**,  
email to us directly at **wecare@cimbaviva.com**,  
or fax to us at **(603) 2614 3550**.

5. The following independent bodies are authorised to oversee public enquiries and complaints on takaful related matters:

**Financial Mediation Bureau**  
Level 25  
Dataran Kewangan Darul Takaful  
4, Jalan Sultan Sulaiman  
50000 Kuala Lumpur  
Tel: (03) 2272 2811  
Fax: (03) 2274 5752  
<http://www.fmb.org.my>

**Bank Negara Malaysia**  
Laman Informasi Nasihat dan Khidmat (LINK)  
Jalan Dato' Onn  
P.O Box 10922  
50929 Kuala Lumpur  
Tel: (03) 2698 8044 ext 8950/8958  
Fax: (03) 2691 2990  
<http://www.bnm.gov.my/bnmlink/index.htm>